

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 6/25/2020	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. SPE3S120R0002
	<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 2020 JUN 10
	<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.
	<input type="checkbox"/>	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
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 SPE3S1-20-R-0002:

I.

A. AOAC test method 2007.04 has been added to PCR-B-013 and PCR-B-055 as a method for moisture testing on indicated items.

B. . The specifications listed below have been updated and incorporated into this solicitation. The specifications are available on the Subsistence Frozen Site: <http://www.dla.mil/TroopSupport/Subsistence/Operational-rations/frozen/>

- 1.PCR-B-055 Beverage Powder, Carbohydrate, Packaged in a Flexible Pouch, Shelf Stable
- 2.PCR-B-013 Beverage Powder, Carbohydrate Electrolyte, Packaged in a Pouch.

II. Transmission of initial proposal materials via email has been hereby authorized under solicitation SPE3S1-20-R-0002

III. Starting on page 4, Section B Supplies, Section C delivery;

Delete "Deliveries will be required to be fulfilled within 60 days of delivery order issuance. Specific delivery points will be detailed in a delivery order (Troop Support Form DD_1155)." in its entirety.

Replace with "Deliveries of the COLD MORE and HOT MORE are expected to be made to the Tracy Depot at the following address:

W1A8 DLA DIST SAN JOAQUIN
25600 S CHRISMAN ROAD
REC WHSE 57
TRACY CA 95304-5000
US

Additional delivery points may be included during the life of contract. Specific delivery points will be detailed in a delivery order (Troop Support Form DD_1155)."

All other terms and conditions to the solicitation remain the same.

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS**B-1 -ITEMS TO BE SUPPLIED**

Line 0001: Modular Operational Ration Enhancement
Cold Weather/High Altitude (COLD
MORE) ACR-F-002C
NSN: 8970-01-581-2505

Line 0002: Modular Operational Ration Enhancement
Hot Weather (HOT MORE)
ACR-F-002C
NSN: 8970-01-599-4327

A. Estimated Requirements

Line 0001: COLD MORE - 42,000 cases (CS) per year
Line 0002: HOT MORE - 50,000 cases (CS) per year

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 the COLD MORE and HOT MORE are as follows:

COLD MORE:

Guaranteed Minimum: 21,100 CS
Maximum over 5 tiers: 410,000 CS

HOT MORE:

Guaranteed Minimum: 24,800 CS
Maximum over 5 tiers: 500,000 CS

C. Delivery Schedule

Deliveries will be required to be fulfilled within 60 days of delivery order issuance. Specific delivery points will be detailed in a delivery order (Troop Support Form DD_1155).

B-2 General Information

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

The supplies above represent the estimated quantity along with the minimum and maximum quantities to be purchased.

This solicitation is unrestricted to business size. The North American Industry Classification System (NAICS) code under this solicitation is 311422.

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)**B-3 Pricing**

The effective period of the contract for the Tier 1 will be from 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. Offerors may submit pricing for the COLD MORE and the HOT MORE, or may submit pricing for only the COLD MORE or only the HOT MORE. Pricing must be submitted for the COLD MORE and/or the HOT MORE for all five tiers on an F.O.B Destination basis. Failure to offer pricing on all five tiers of either line item may be deemed as non-acceptance of the item(s) and/or tier(s), which could result in rejection of the entire proposal as technically unacceptable. Different prices may be offered per tier. Offerors may submit their pricing in the format available in section L, or a similar format. Refer to Section L for business/price proposal submissions requirements and Section M for business/price proposal evaluation procedures.

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 (OCT 1995). 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; this 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 shall 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 shall 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 prior to the close of the solicitation and found to meet the standards as referenced in the MORE specification, ACR-F-002C, and in individual item specification referenced in section C-2 **For PDM submissions as a part of a proposal in reply to this solicitation, refer to Sections L and M for submission instructions and evaluation criteria.** Offerors shall warrant that product submitted under any resultant contract shall conform to all packaging, labeling and packing requirements as well as analytical requirements. Product offered under this solicitation or produced for performance under the resultant contract that does not conform to all requirements will not be accepted by the Government.

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 food items and shall 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

CONTINUED ON NEXT PAGE

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

new food items are not available to meet this requirement, PDMs must be submitted by the contractor within 30 days from the date the requirements document is published. Contractors shall certify that the PDM(s) conforms to all specification/ production description characteristics, or shall adequately describe any differences the PDM may have from the requirements of the product description or specification(s). 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 it is determined by the Government or 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 shall submit a replacement. If it is determined 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 shall submit a replacement. The contractor shall submit a replacement PDM if determined necessary by the Government. Contractors shall certify that the PDM(s) conforms to all specification/production description characteristics, or shall adequately describe any differences the PDM may have from the requirements of the product description or specification(s).

The contractor shall 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 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 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 32 PDMs of each MORE component shall be submitted as follows:

A total of 32 PDMs of each MORE component shall be sent to:
DEPARTMENT OF THE ARMY
FCDD-SCC-EMR ATTN: Jill Bates
COMBAT CAPABILITIES COMMAND - 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#

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

Company Name and Address

Point of Contact Name and Phone Number

Inside the Case, along with the 32 PDMs, should 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 possess 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 shall include in its submission package the identity of the Contractors for whom the submission pertains. The submitting Contractor shall also be responsible for the distribution and shipment of any in-common product-code PDM samples to Natick and to DLA Troop Support.

1/ Bulk-packed means packing prior to finished-product packaging.

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), shall represent distinct sensory characteristic categories and shall be evaluated by category by panelist. Each panelist shall 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 shall be determined.

Natick shall assign an overall quality scale rating to each New and Replacement PDM that it evaluates. The overall rating shall 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 shall indicate an acceptable rating and an overall quality rating of 1.00 through 5.99 shall indicate an unacceptable rating. For each Replacement PDM, an overall quality rating of 6.00 through 9.00 shall indicate an acceptable rating and an overall quality rating of 1.00 through 5.99 shall indicate an unacceptable rating. In addition, for a Replacement PDM to be found "acceptable", its overall quality rating shall 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 shall indicate an unacceptable replacement rating.

Natick shall 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 shall be reported to DLA Troop Support as "Acceptable" or "Unacceptable". An "Acceptable" PDM-rating shall not constitute a waiver of any specification requirement unless specifically stated by the Contracting Officer.

B-6 MORE Components.**0001 COLD MORE:**

Applesauce, Carbohydrate Enhanced, Sweetened, Regular Style

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

Baked Snack Crackers, Cheddar Cheese
 Beverage Powder, Carbohydrate, Tropical Punch
 Beverage Powder, Carbohydrate, Grape
 Beverage Powder, Carbohydrate, Lemon-Lime
 Beverage Powder, Carbohydrate, Orange
 Caffeinated Chocolate Pudding
 Chewing Gum, Tablet or Disk, With Caffeine, Regular, Cinnamon
 Crackers, Fortified, Plain
 Energy Gel, Mixed Berry
 Energy Gel, Lemon-Lime
 Filled Pretzels, Cheddar Cheese
 First Strike Bar, Chocolate, Regular
 First Strike Bar, Mocha, Mini
 Meat and Poultry Snacks, Cured Beef, Fermented, Chopped and Formed, Sticks, Teriyaki
 Nuts and Raisins with Pan Coated Chocolate Disks
 Spread Soup Mix, Cheddar Potato with Artificial Bacon Bits Toasted Corn Kernels, Barbecue
 Toaster Pastry, Chocolate Chip

0002 HOT MORE:

Almonds, Unblanched, Smoke Flavored
 Applesauce, Carbohydrate Enhanced, Sweetened, Regular Style
 Applesauce, Carbohydrate Enhanced, Sweetened, Regular Style, Cinnamon
 Beverage Powder, Carbohydrate Electrolyte, Fruit Punch
 Beverage Powder, Carbohydrate Electrolyte, Grape
 Beverage Powder, Carbohydrate Electrolyte, Lemon-Lime
 Beverage Powder, Carbohydrate Electrolyte, Orange
 Caffeinated Chocolate Pudding
 Chewing Gum, Tablet or Disk, With Caffeine, Regular Peppermint
 Cranberries, Osmotically Dried, Sliced
 Energy Gel, Mixed Berry
 Energy Gel, Lemon-Lime
 Energy Gel, Orange
 Filled Pretzels, Cheddar Cheese
 First Strike™ Bar Mocha, Mini
 First Strike™ Bar, Chocolate, Regular
 Nuts and Raisins with Pan Coated Chocolate Disks
 Toasted Corn Kernels, Barbecue

SECTION C - SPECIFICATIONS/SOW/SOO/ORD**Technical Data For MORE Assembly And For Contractor Furnished Material (CFM) Components**

Technical Data for Food Packet, Modular Operational Ration Enhancement (MORE) Assembly and for

CONTINUED ON NEXT PAGE

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

Contractor Furnished Material (CFM) Components 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 SPE3S1-20-R-0002, SECTION C - DESCRIPTION/SPECIFICATIONS, TECHNICAL DATA FOR MORE ASSEMBLY AND FOR CONTRACTOR FURNISHED MATERIAL (CFM) COMPONENTS until such time as changed by future amendment/modification. The specifications listed in Table I of the ACR-F-002C 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).

C-1 DESCRIPTION/SPECIFICATION (ASSEMBLED MORE)

A. FOOD PACKET, MODULAR OPERATIONAL RATION ENHANCEMENT (MORE), HIGH ALTITUDE/COLD WEATHER, 3 menus, 8 packs each menu, 24 packs/box, ACR-F-002C, Type I

NSN: 8970-01-581-2505

B. FOOD PACKET, MODULAR OPERATIONAL RATION ENHANCEMENT (MORE), HOT WEATHER, 3 menus, 8 packs each menu, 24 packs/box, ACR-F-002C, Type II

NSN: 8970-01-599-4327

C-2 DESCRIPTION/SPECIFICATION CONTRACTOR FURNISHED MATERIAL (CFM) COMPONENTS)

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

APPLESAUCE, CARBOHYDRATE ENHANCED, SWEETENED, REGULAR STYLE; 4.5 oz (128 gm) flex pg, PCR-F-002, Type VII, 8915-01-492-5548

APPLESAUCE, CARBOHYDRATE ENHANCED, SWEETENED, REGULAR STYLE, CINNAMON; 4.5 oz (128 gm) flex pg, PCR-F-002, Type IX, 8915-01-583-3201

SNACK CRACKERS, BAKED, CHEDDAR CHEESE; 47 gm flex pg, CID A-A-20195, PKG&QAP, Type V, Flavor 1, 8940-01-525-3549

BEEF SNACKS, STICKS, CURED, FERMENTED, TERIYAKI; 27 gm flex pg, CID A-A-20298, PKG&QAP, Variety A, Type IV, Style a, Class 2, Flavor (b), 8940-01-650-9581

BEVERAGE BASES (POWDERED), FORTIFIED WITH ASCORBIC ACID AND ENHANCED WITH MALTODEXTRIN, GRAPE; 47 gm flex pg, PCR-B-055, Formulation b, Flavor 2, Design B, 8960-01-545-9643

BEVERAGE BASES (POWDERED), FORTIFIED WITH ASCORBIC ACID AND ENHANCED WITH MALTODEXTRIN, LEMON-LIME; 47 gm flex pg, PCR-B-055, Formulation b, Flavor 3, Design B, 8960-01-545-9639

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

BEVERAGE BASES (POWDERED), FORTIFIED WITH ASCORBIC ACID AND ENHANCED WITH MALTODEXTRIN, ORANGE; 47 gm flex pg, PCR-B-055, Formulation b, Flavor 4, Design B, 8960-01-545-9635

BEVERAGE BASES (POWDERED), FORTIFIED WITH ASCORBIC ACID AND ENHANCED WITH MALTODEXTRIN, TROPICAL PUNCH; 47 gm flex pg, PCR-B-055, Formulation b, Flavor 5, Design B, 8960-01-545-9646

BEVERAGE POWDER, CARBOHYDRATE ELECTROLYTE, FRUIT PUNCH; 24 gm flex pg, PCR-B-013, Design B, Flavor I, 8960-01-505-4234

BEVERAGE POWDER, CARBOHYDRATE ELECTROLYTE, GRAPE; 24 gm flex pg, PCR-B-013, Design B, Flavor II, 8960-01-505-4236

BEVERAGE POWDER, CARBOHYDRATE ELECTROLYTE, LEMON-LIME; 24 gm flex pg, PCR-B-013, Design B, Flavor III, 8960-01-505-4238

BEVERAGE POWDER, CARBOHYDRATE ELECTROLYTE, ORANGE; 24 gm flex pg, PCR-B-013, Design B, Flavor IV, 8960-01-505-4240

CAFFEINATED CHOCOLATE PUDDING; 4.5 oz (128 gm) flex pg, PCR-C-081, 8940-01-583-3833

CHEWING GUM, TABLET OR DISK, WITH CAFFEINE, REGULAR, CINNAMON; 5 pcs/ fin-seal flex pg, 8925-01-530-1219

1. CID A-A-20175, PKG&QAP, Type VII, Size B, Style (2), Class 1, Flavor c

2. CID A-A-20175, PKG&, QAP, Type I, Size C, Style (2), Class 1, Flavor c

CHEWING GUM, TABLET OR DISK, WITH CAFFEINE, REGULAR PEPPERMINT, 8925-01-646-6184

1. CID A-A-20175, PKG&QAP, Type VII, Size B, Style (2), Class 1, Flavor a

2. CID A-A-20175, PKG&QAP, Type I, Size C, Style (2), Class 1, Flavor a

CRANBERRIES, SLICED, UNFLAVORED, SWEETENED WITH NUTRITIVE SWEETENERS; 57 gm (2 oz) flex pg, CIDD A-A-20299, PKG&QAP, Type VII, Style B, Flavor 1, Class (1), Sweetening Option a, Agricultural Practice (A), 8915-01-514-9298

CORN KERNELS, BARBECUE; 57 gm flex pg, A-A-20195, PKG&QAP, Type VI, Flavor 2, 8940-01-621-5507
CRACKERS, FORTIFIED, PLAIN; 2/pg, 1.33 oz (37.8 gm) flex and vac pg, PCR-C-037, Type I, 8920-00-149-0795

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

ENERGY GEL, MIXED BERRY; 2.1 oz (60 gm) flex pg, PCR-E-018, Flavor I, 8940-01-585-2043 ENERGY GEL, LEMON-LIME; 2.1 oz (60 gm) flex pg, PCR-E-018, Flavor II, 8940-01-585-2046 ENERGY GEL, ORANGE; 2.1 oz (60 gm) flex pg, PCR-E-018, Flavor III, 940-01-585-2053

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

FIRST STRIKE™ BAR MOCHA, MINI; 1.2 oz (35 gm) flex pg, PCR-F-001, Flavor V, Style B, 8940-01-551-6021

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

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

SPREAD SOUP MIX, CHEDDAR POTATO WITH ARTIFICIAL BACON BITS; 1.5 oz (42.5 gm) flex pg, PCR- S-023, Type II, 8950-01-585-5534

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

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. For crackers at the ration assembly: The crackers shall not be more than 90 days old at time of unit packaging.

3. 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.)

B. RATION COMPONENTS

1. Acceptance of components other than wet pack fruit will be limited to product processed and packed subsequent to date of award.

2. Acceptance of wet pack fruit will be limited to product processed and packed subsequent to date of award from fruit of latest year's crop.

C-4 MISCELLANEOUS REQUIREMENTS**A. COMPLIANCE WITH APPLICABLE REGULATIONS****CONTINUED ON NEXT PAGE**

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

1. The Contractor shall comply with 21 CFR §110 “Current Good Manufacturing Practice in Manufacturing, Packaging, or Holding Human Food” 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

This solicitation incorporates the individual Performance-Based Contract Requirements (PCR), Commercial Item Descriptions (CID), and Packaging Requirements and Quality Assurance Provisions (PKG&QAP) to form an integrated technical data package.

2. Individual quality assurance and packaging provisions are contained in PCRs and PKG&QAPs.

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

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

5. Unless otherwise specified in individual PCRs or PKG&QAPs, the thermoprocessing or hot-fill processing of wet packed fruits and caffeinated puddings shall be in accordance with MIL-PRF-44073, Packaging of Food in Flexible Packages.

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 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.

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

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 MORE 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.

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.: Julie Smith (julie.e.smith30.civ@mail.mil)). The Genesis® food list files shall be provided for a 100 gm portion.

- a. The Genesis® food list files shall be provided for a 100 gm portion.
 - b. Genesis® 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:

<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

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

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		

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. The “Integrated Pest Management (IPM) Program Requirements for Operational Rations,” of April 2011 is applicable to this DLA Troop Support Subsistence contract, except as specifically exempted in Section E of this solicitation. The IPM program shall be in existence prior to contract award. The IPM plan and 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 Quality Systems Management Visit (QSMV) or Quality Systems Compliance Audit. These visit and audits will occur when the Contracting Officer deems it necessary. 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 by the contractor 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 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, https://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/food_defense_check19MAR20.pdf 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

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

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. 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.

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

4. Maximum stacking height of assembled ration unit loads shall not be greater than fourteen feet, eight inches high.

5. In view of the fact that the ANSI/ASQC Z1.4, Sampling Procedures and Tables for Inspection by Attributes, 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.

6. **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.

7. **INGREDIENTS FROM FOREIGN SOURCES:** When ingredients are from a foreign country, the

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

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.

8. SHIPPING AND COMINGLING OF LOTS

a. Formation of Lots: In order to facilitate lot traceability at the assembler's plant, the following is 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. The following applies to DLA Troop Support Form 3507, Loads, Unit: Preparation of Semiperishable 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".

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

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

2. 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”

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.”

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 top deck board and stringer (length) dimensions.”

B. The following change applies to PKG&QAP A-A-20195E, Packaging Requirements and Quality Assurance Provisions for CID A-A-20195E Snack Foods:

1. Page 12, foot note “5/”, after “...verified by”, disregard “USDA” and read as “GQAR”

C. The following applies to MIL-PRF-44073H, Packaging of Food in Flexible Pouches:

1. Until further notice or for the duration of this contract, two “V” shaped tear notches are authorized on spout pouches as long as the presence of, location of, and depths of the notches are in keeping with spec drawings. If two notches are present, use the reverse view to determine correct location of the second notch.

D. PCR-F-001A, First Strike Bars, Shelf Stable:

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

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SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)**E. Salmonella testing:**

1. For all documents that require Salmonella testing, Microbiological Testing, a nationally recognized certified laboratory or government laboratory is authorized to use Association of Official Analytical Chemists' Official Method of Analysis (AOAC OMA) 2013.09, 2004.03 (VIDAS) or AOAC OMA 2003.09 (BAX) methods. The laboratory shall utilize the methods that are fit for purpose for the commodity type.

2. 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).

F. Fat Testing.

1. For All documents that cite the Association of Official Analytical Chemists' Official Method of Analysis 985.15 (AOAC OMA 985.15 - Fat (Crude) in Meat and Poultry Products (Rapid Microwave-Solvent Extraction Method)) for fat testing, add the following Alternate Test Methods:

a. 991.36 - Fat (Crude) in Meat and Poultry Products (Solvent Extraction (Submersion) Method)

b. 2007.04 - Fat, Moisture, and Protein in Meat and Meat Products Using the FOSS FoodScan™ Near-Infrared (NIR) Spectrophotometer

c. 2008.06 - Moisture and Fat in Meats by Microwave and Nuclear Magnetic Resonance Analysis

G. PCR-N-003B, Nut and Fruit Mix, Packaged in a Flexible Pouch.

1. The following changes apply to PCR-N-003A, Nut and Fruit Mix, Packaged in a Flexible Pouch, Shelf Stable:

a. Page 4, C-2, I, Microbiological requirement. Disregard *Salmonella* requirement.

b. Page 11, E-5, A, Table I Product Defects, footnote 7/. Disregard footnote 7/.

c. Page 13, E-5, B,(4), a. Salmonella testing. Disregard *Salmonella* requirement.

d. Page 13, E-5,B,(4), b. Aflatoxin content testing. Delete in entirety and insert:

“(6) 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 991.31(HPLC) 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.

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

Method (B): For prepackaged product (Types I and II) 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 and walnuts received in bulk (to be used in finished product for Types I and II), 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 and walnuts.

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. 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 and walnuts 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 and walnuts with aflatoxin greater than 15 ppb shall not be used as ingredients.

NOTE: A USDA Certificate of Analysis on roasted peanuts, almonds, filberts and walnuts from the most recent crop year which have been kept in cold storage (between approximately 40°F to 50°F at low

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

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.”

H. PKG&QAP A-A-20164D, Nuts, Shelled, Roasted.

1. The following change applies to PKG&QAP A-A-20164D, Packaging Requirements and Quality Assurance Provisions for CID A-A-20164D Nuts, Shelled, Roasted:

a. Page 10, E-5, B(3) Aflatoxin testing for all types. Delete (3) entirely and insert:

“(3) Aflatoxin testing for all types. The product shall be tested as specified in A-A-

20164D, with preparation of the sample performed according to AOAC Official Method 977.16, and these NOTES applied to that testing process:

NOTE 1: 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 991.31(HPLC) 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 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, 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. 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

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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 2: 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.”

C02 - Manufacturing Phase-Out or Discontinuation of Production, Diminishing Sources, and Obsolete Materials or Components (DEC 2016)

The contractor shall notify the contracting officer immediately upon determining the unavailability of obsolete materials or components. The contractor may recommend a solution to include the impact on the contract price and delivery. The contractor shall not initiate any item redesign or incur any additional costs without the express, written authorization of the contracting officer. In the event that manufacturing phase-out or discontinuance of production of such items is contemplated, the contractor is required to notify the contracting officer and publish the discontinuance in the Government-Industry Data Exchange Program (GIDEP), where feasible; and to provide immediate advance notice of production phase-out to DLA DMSMS at dsc.dmsms@dla.mil.

C03 Contractor Retention of Supply Chain Traceability Documentation (SEP 2016)

(1) By submitting a quotation or offer, the contractor agrees that, when the contractor is not the manufacturer of the item, it is confirming that it currently has or will obtain before delivery and shall retain documented evidence (supply chain traceability documentation) that the item is from the approved manufacturer and conforms to the technical requirements. The retention period is five years after final payment under this contract.

(2) At a minimum, the supply chain traceability documentation for the item shall include: basic item description, part number and/or national stock number, manufacturing source, manufacturing source's Commercial and Government Entity (CAGE) code, and clear identification of the name and location of all supply chain intermediaries between the manufacturer to the contractor to item(s) acceptance by the Government. The documentation should also include, where available, the manufacturer's batch identification for the item(s), such as date codes, lot codes, or serial numbers.

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- (3) Examples of acceptable supply chain traceability documentation can be found at: <http://www.dla.mil/LandandMaritime/Business/Selling/Counterfeit-Detection-Avoidance-Program/>
- (4) The contractor shall immediately make available documentation upon request of the contracting officer. The contracting officer determines the acceptability and sufficiency of documentation. If the contractor fails to retain or provide the documentation or the contracting officer finds the documentation to be unacceptable, corrective action may be taken including, but not limited to, cancellation of undelivered orders or rejection of delivered supplies.

C14 Repackaging or Relabeling to Correct Deficiencies (AUG 2017)

The Government may correct packaging or labeling deficiencies if the estimated costs of the corrections are \$300 or less (\$500 for C&T items). The contracting officer will advise the contractor of the discrepancy and that the Government has completed the repackaging or relabeling. Upon receipt of notice from the contracting officer, the contractor shall reimburse the Government for the costs incurred by the Government to correct the deficiencies. If the estimated costs of repackaging or relabeling are more than \$300 (\$500 for C&T), the contracting officer may advise the contractor of the discrepancy and have the material returned to the contractor for correction/resubmittal; or, if there are urgent requirements, have the Government remediate the discrepancy at the contractor's expense. Upon receipt of notice from the contracting officer, the contractor shall reimburse the Government for the costs incurred by the Government to correct the deficiencies.

C20 Vendor Shipment Module (VSM) (AUG 2017)

- (1) DLA's Vendor Shipment Module (VSM) is a web-based system available to DLA contractors for the purpose of obtaining current shipping addresses, two-dimensional bar coded shipping labels in accordance with MIL-STD-129P, bills of lading, packing lists, and other shipping documentation. VSM replaces the need for the contractor to contact the transportation office prior to shipping items. The use of VSM for f.o.b. destination contracts allows for the printing of labels and can also be used to print labels and arrange for shipping on f.o.b. origin contracts.
- (2) To obtain information for contracts administered by DLA or to register as a VSM user, contact the DLA VSM Helpdesk at (800) 456-5507 or via email to delivery@dlamail.mil. (a) Prior to contacting the Government that material is ready to ship, the contractor shall complete their VSM profile, to include regular business hours and observed holidays. The Government may request reimbursement for occurrences when the Government sends carrier equipment but is unable to pick-up a shipment due to the material not being available or the contractor being closed.
- (3) To obtain information for contracts administered by DCMA, contact the DCMA VSM Helpdesk at (314) [331-5573](tel:331-5573) or vsm.shipments@dcma.mil.

C02 - Manufacturing Phase-Out or Discontinuation of Production, Diminishing Sources, and Obsolete Materials or Components (DEC 2016)

The contractor shall notify the contracting officer immediately upon determining the unavailability of obsolete materials or components. The contractor may recommend a solution to include the impact on the contract price and

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delivery. The contractor shall not initiate any item redesign or incur any additional costs without the express, written authorization of the contracting officer. In the event that manufacturing phase-out or discontinuance of production of such items is contemplated, the contractor is required to notify the contracting officer and publish the discontinuance in the Government-Industry Data Exchange Program (GIDEP), where feasible; and to provide immediate advance notice of production phase-out to DLA DMSMS at dsc.dmsms@dla.mil.

C03 Contractor Retention of Supply Chain Traceability Documentation (SEP 2016)

(1) By submitting a quotation or offer, the contractor agrees that, when the contractor is not the manufacturer of the item, it is confirming that it currently has or will obtain before delivery and shall retain documented evidence (supply chain traceability documentation) that the item is from the approved manufacturer and conforms to the technical requirements. The retention period is five years after final payment under this contract.

(2) At a minimum, the supply chain traceability documentation for the item shall include: basic item description, part number and/or national stock number, manufacturing source, manufacturing source's Commercial and Government Entity (CAGE) code, and clear identification of the name and location of all supply chain intermediaries between the manufacturer to the contractor to item(s) acceptance by the Government. The documentation should also include, where available, the manufacturer's batch identification for the item(s), such as date codes, lot codes, or serial numbers.

(3) Examples of acceptable supply chain traceability documentation can be found at: <http://www.dla.mil/LandandMaritime/Business/Selling/Counterfeit-Detection-Avoidance-Program/>

(4) The contractor shall immediately make available documentation upon request of the contracting officer. The contracting officer determines the acceptability and sufficiency of documentation. If the contractor fails to retain or provide the documentation or the contracting officer finds the documentation to be unacceptable, corrective action may be taken including, but not limited to, cancellation of undelivered orders or rejection of delivered supplies.

C14 Repackaging or Relabeling to Correct Deficiencies (AUG 2017)

The Government may correct packaging or labeling deficiencies if the estimated costs of the corrections are \$300 or less (\$500 for C&T items). The contracting officer will advise the contractor of the discrepancy and that the Government has completed the repackaging or relabeling. Upon receipt of notice from the contracting officer, the contractor shall reimburse the Government for the costs incurred by the Government to correct the deficiencies. If the estimated costs of repackaging or relabeling are more than \$300 (\$500 for C&T), the contracting officer may advise the contractor of the discrepancy and have the material returned to the contractor for correction/resubmittal; or, if there are urgent requirements, have the Government remediate the discrepancy at the contractor's expense. Upon receipt of notice from the contracting officer, the contractor shall reimburse the Government for the costs incurred by the Government to correct the deficiencies.

C20 Vendor Shipment Module (VSM) (AUG 2017)

(1) DLA's Vendor Shipment Module (VSM) is a web-based system available to DLA contractors for the purpose of obtaining current shipping addresses, two-dimensional bar coded shipping labels in accordance with MIL-STD-129P, bills of lading, packing lists, and other shipping documentation. VSM replaces the need for the contractor to contact the transportation office prior to shipping items. The use of VSM for f.o.b. destination contracts allows for the printing of labels and can also be used to print labels and arrange for shipping on f.o.b. origin contracts.

(2) To obtain information for contracts administered by DLA or to register as a VSM user, contact the DLA VSM Helpdesk at (800) 456-5507 or via email to delivery@dla.mil. (a) Prior to contacting the Government that material is ready to ship, the contractor shall complete their VSM profile, to include regular business hours and observed holidays. The Government may request reimbursement for occurrences when the Government sends carrier equipment but is unable to pick-up a shipment due to the material not being available or the contractor being closed.

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

(3) To obtain information for contracts administered by DCMA, contact the DCMA VSM Helpdesk at (314) 331-5573 or vsm.shipments@dcma.mil.