

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. 2018 SEP 06-A	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)	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO. SPE3S118R0004
	<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 2018 SEP 06
	<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.)

Opening/Closing Date Changed to:  
2018 SEP 06 / 2018 OCT 22  
TIME 3:00 PM  
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
(Signature of person authorized to sign)	(Signature of Contracting Officer)

The purpose of this amendment is correct/provide clarification for the following:

1. Pricing - On page 4 of 98, replace "three tiers" with "five tiers". Offerors are requested to submit an offer for all five tiers.
2. Past Performance - The Government will evaluate and rate the offeror's past two years of performance. Any mention of "five years", in the solicitation has hereby been changed to, "two years."

The closing date for this solicitation has hereby been extended. Proposals shall be submitted no later than October 18, 2018 at 3 PM.

**SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS****SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS****B-1 - ITEMS TO BE SUPPLIED****(A) Line Description/NSN**

Meal, Religious, Ready-to-Eat, Halal  
NSN: 8970-01-424-1998

**(B) Delivery Schedule**

Required delivery schedule is **30 days** after receipt of initial order and **7 to 10 days** for subsequent orders

**(C) Quantities**

The estimated quantities for each tier is as follows:

<u>ITEM/NSN</u>	<u>Estimated Qty.</u>
Meal, Religious, Ready-to-Eat, Halal NSN: 8970-01-424-1998	<b>38,000</b>

- The maximum quantity for five years is 285,000 cases.

- The minimum guaranteed quantity for five years is 19,000 cases.

**B-2 - GENERAL INFORMATION**

1. The effective period of the contract for the first tier will be from effective date of award through 365 days. The contract contains five, one-year tiers.
2. Delivery for these meals will be **F.O.B. Origin, Customer Direct**. The **Contractor** is responsible for Inspection; however, the Government reserves the right to invoke USDA Inspection at source

**B-3 INDEFINITE QUANTITY CONTRACT:**

This solicitation will result in an Indefinite Quantity Contract (IQC) as provided in FAR Clause 52.216-22 Indefinite Quantity. In an IQC the Government awards a range of quantities rather than a single fixed quantity. The bottom of the range is the minimum (the IQC minimum quantity), which the Government is obliged to order and which is all it is committed to order. The top of the range is the maximum (the IQC maximum quantity) which is the largest the Government may order, and which the contractor agrees to provide if ordered. The Government may order any 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-4 TIER PRICING**

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

Offerors are requested to submit offers in all three tiers. Offerors may submit their offered prices below, within Section L of the solicitation or using their own similar format. Failure to indicate an offer on any tier shall be deemed non-acceptance of the tier and could result in rejection of the offeror's entire proposal. Offerors may offer unit prices that differ per Tier.

**There are no options to exercise, you must submit pricing for all 5 tiers of each item at the time of your offer. Also, this same price is to be considered for shipping to location.**

**1. Meal, Religious, Ready-to-Eat, Halal**

NSN: 8970-01-424-1998

Tier 1 unit price \$ \_\_\_\_\_

Tier 2 unit price \$ \_\_\_\_\_

Tier 3 unit price \$ \_\_\_\_\_

Tier 4 unit price \$ \_\_\_\_\_

Tier 5 unit price \$ \_\_\_\_\_

**B-5 PRODUCT DEMONSTRATION MODELS (PDMs):**

PDMs shall be submitted as a finished case of meals (entrees, complementary items, and accessory packets), except mandatory source items. One finished case of meals shall include 12 different Halal entrees.

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 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 Contractor shall be responsible for the shipment of PDM samples to Natick, to DLA Troop Support, and as required, to Government Quality Assurance Representatives (GQAR).

As required by this solicitation/contract, for each component item requiring a PDM, each Contractor shall possess said Contractor's own set of approved PDMs and shall be responsible for the retention and distribution of said PDMs to Government entities.

**Initial PDM:**

PDMs must be submitted prior to the close of the solicitation and found to meet the standards as referenced elsewhere in the solicitation. If a PDM for the same item has been approved for another contract within a period of a year, a PDM for that item may not need to be submitted for this contract. Refer to Sections L and M for submission and evaluation instructions for PDMs.

**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 food items and shall be submitted 45 days prior to end of the current delivery period and the start of the delivery period in which the new items will be incorporated into the Halal. If approved product technical requirements documents for new food items are not available to meet this requirement, PDMs shall be submitted within 30 days from the date the requirements document is published. Offerors shall certify that the

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

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 noncomparable to one or more observable characteristics of the production standard.

If it is determined by 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. Offerors shall certify that the PDM(s) conforms to all specification/production description characteristics, or shall adequately describe any differences the PDM may have from the requirements of the product description or specification(s).

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.

**SECTION C - SPECIFICATIONS/SOW/SOO/ORD****SECTION C*****DESCRIPTION/SPECIFICATION******FOR MEAL, RELIGIOUS, READY-TO-EAT, INDIVIDUAL, HALAL*****C-1 Description**

8970-01-424-1998 MEAL, RELIGIOUS, READY-TO-EAT, INDIVIDUAL, HALAL. Unit of Issue: Case

**C-2 Salient Characteristics**

A. All food components shall be ready-to-eat (no preparation necessary), unless specifically permitted by this document. The entire contents of each meal shall be certified as halal. Entrées and complementary items which

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

require halal certification in order to be labeled as such shall be certified in accordance with the requirements as stated in section C-3 of this document and with such other requirements as may be deemed necessary by the religious certification authorities.

*B.* Each meal shall consist of one halal religiously-certified entrée; religiously-certified or religiously-acceptable complementary items; and an accessory packet.

*1.* The Entrée and complementary items together shall be sufficient to provide the nutritional requirements set forth in paragraphs C-2, D and E. A variety of dry beverage base powders shall be included.

*2.* Entrée net weight shall be not less than 8.0 oz per package. The percentage of total calories from protein shall be not less than 20% for non-vegetarian entrees and shall be not less than 17% for vegetarian entrees. The Contracting Officer reserves the right to allow entrées that fall below these requirements if the entrée forms part of a cohesive meal and the meal meets all other requirements of this solicitation.

*3.* The complementary items in each case shall constitute a sufficient variety, such that no individual item shall be used more than three times in an individual case. Any deviation of this requirement shall be submitted to the Contracting Officer with a detailed explanation for the requested exception.

*4.* The accessory packet shall include condiments/seasoning, dining kit (salt, pepper and sugar), spoon (7340-01-508-2742), matches, toilet tissue, moist towelette, napkin, and a Flameless Ration Heater (FRH) (8970-01-321-9153) for each meal. Each accessory pack shall either contain an insert card certifying that all components are halal, or the pack itself may be marked to attest to religious certification.

*5.* Single-serve packets (e.g., sugar, salt) that are not labeled halal, but that are certified as halal by the certifying authority may be combined into one overwrap pouch. The pouch may then be labeled as halal, in accordance with the certifying authority. The labeled overwrap pouch may then be inserted into the complementary item pack or meal bag, as applicable.

*C.* Each meal shall provide a minimum of 1200 Calories. Calories from fat, protein, and carbohydrate shall be present in the range of percentage values of the total calories as follows:

**NUTRIENT PERCENT OF TOTAL CALORIES**

Fat Not more than 35

Protein 11-13

Carbohydrate Not less than 48

*D.* The minimum average nutrient levels of each meal are listed below:

**NUTRIENT UNIT AMOUNT**

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

Vitamin A IU 1000.0

Vitamin C mg 30.0

Vitamin D  $\mu\text{g}$  1.7*Vitamin E ( $\alpha$ -equivalents)* mg 5.0Thiamin ( $B_1$ ) mg 0.4Riboflavin ( $B_2$ ) mg 0.4Niacin ( $B_3$ ) mg 5.3Vitamin  $B_6$  mg 0.4Folate  $\mu\text{g}$  133.3Vitamin  $B_{12}$   $\mu\text{g}$  0.8

Calcium mg 333.3

Phosphorus mg 233.3

Magnesium mg 140.0

Iron mg 5.0

Zinc mg 5.0

Sodium mg 1666.7<sup>1</sup>

Potassium mg 1066.7

<sup>1</sup>This value does not include the salt packet.

*e. Entrée Characteristics*: Entrées and complementary items shall be highly palatable and create cohesive meals.

*a. Finished Product* shall be a uniform mixture characteristic of the federal standard of identity for food products, when applicable. The product shall be free from foreign materials and show no evidence of excessive heating (materially darkened or scorched.)

*b. Appearance* shall be characteristic of the type of entrée with no foreign color. Entrées may contain visible flecks of herbs and spices and should contain recognizable portions of meats, vegetables, grains, or noodles,

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

when applicable.

c. Odor and Flavor shall be characteristic of the type of entrée with no evidence of rancidity. There shall be no foreign odors or flavors such as, but not limited to burnt, scorched, moldy, rancid, sour, or stale.

d. Texture shall be characteristic of the type of entrée. Meat pieces shall be moist and tender, not dry, rubbery, or mushy. Sauce shall not be excessively thin, thick, or pasty. Vegetables shall be firm, not hard, fibrous, mushy or tough. Grains or noodles shall be moist and slightly firm and tender.

f. The minimum shelf-life of the meal, including the shelf-life of all components of the meal, shall be twenty four months at 80°F from the date of pack. The contractor shall not ship any meal with less than twenty three months remaining shelf-life.

**C-3 CONTRACTOR'S RESPONSIBILITY FOR RELIGIOUS CERTIFICATION:**

A. The contractor and/or subcontractor shall be responsible for obtaining the services of a recognized halal supervision agency that is prepared to meet the requirements for halal certification. The contractor shall be responsible for ensuring that appropriate halal guidelines are followed for all meal components.

B. The contractor shall ensure that the halal inspectors are fully familiar with all relevant aspects of the production. Certificates of compliance testifying that all ingredients meet halal requirements must be provided. The halal inspectors may provide a list of ingredients not requiring certification. Items requiring halal inspection shall not be used prior to approval.

C. Materials and packaging may, at the discretion of the halal inspectors, require controlled storage and may need to be released for each day's production by the halal inspectors. Only equipment that has been approved by halal inspectors may be used. These procedures shall be documented by the contractor in conjunction with the halal inspectors.

D. All packaging/transportation of foods shall be in packages, containers, vessels, or vehicles that have been properly prepared religiously (halal).

E. Packaging and labeling materials shall be controlled and segregated in such a way that only the halal inspectors can release that material for the day's production.

F. Halal inspectors shall have access to all parts of production and storage facilities at all times.

G. Records of attendance (dates and times) of the halal inspectors at the production facility, or at any supplier's facility, shall be maintained and available upon request.

**C-4 MISCELLANEOUS REQUIREMENTS:****I. Compliance With Applicable Regulations**

1. The Contractor shall comply with 21 CFR §110 "Current Good Manufacturing Practice in Manufacturing, Packaging, or Holding Human Food" and/or 21 CFR §117 "Current Good Manufacturing Practice, Hazard Analysis, and Risk-Based Preventive Controls for Human Food", and other applicable regulations. The Contractor shall ensure

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

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. A representative Nutrition Facts label for each component shall be submitted by the Offeror with the offer. Such submission shall not relieve successful Offerors from complying with any of the provisions of these requirements.***

**J. Product Sanitarily Approved Source Requirements**

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

***1.*** 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).

***2.*** 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.

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

5. 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

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

with the Chief, Approved Sources Division, USAPHC.

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

**C. 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, <http://www.dla.mil/TroopSupport/Subsistence/FoodSafety/FoodQuality.aspx> or contact the applicable DLA Troop Support Contracting Officer or the Quality Audits & Food Defense Branch (DLA Troop Support-FTSB). Submit Food Defense Plans to the applicable DLA Troop Support Contracting Officer. The Quality Audits & Food Defense Branch (DLA Troop Support-FTSB) is the only DLA Troop Support office authorized to review and approve Food Defense Plans. All Food Defense Plans are maintained and secured by FTSB.

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

**E. 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

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

requirements are found on the DLA Troop Support website at: <http://www.dla.mil/TroopSupport/Subsistence/FoodSafety/FoodQuality.aspx>

**F. Additional Requirements.**

1. Approval or acceptance of a Product Demonstration Model (PDM) shall not constitute a waiver of any specification requirement unless specifically stated by the Contracting Officer.

2. Components shall be utilized in assembly operation on oldest-date-of-pack basis. Contractor shall be solely responsible for the proper care and storage of all components.

3. All entrées shall be commercially sterile, as defined in 21 CFR §113.3.

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

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

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 DLA Troop Support Contracting Officer upon 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 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 DLA Troop Support Contracting Officer upon request.

**G. Traceability Requirement.**

1. *The ration assembler shall maintain records identifying the menu components used in packing and assembling each end item lot. These records shall maintain traceability of components to the extent that a component manufacturer's production lot identity can be traced to an assembled end item lot.*

2. The system should also enable the assembler to list component manufacturer's production lot identities within a particular end item lot.

3. The assembled end item lot, usually one day's production, shall be clearly identified on the exterior of each

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case.

4. In addition, the ration assembler shall maintain records of when and where assembled end item lots for a particularly contract have been shipped.

5. The following non-food items are exempt from traceability requirements: hand cleaner, matches, spoon, toilet tissue.

**SECTION J - LIST OF ATTACHMENTS**

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