

2. Amendment/Modification No. A02	3. Effective Date See Block 16c	4. Requisition/Purchase Req. No. N/A	5. Project No. (if applicable) N/A
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6. Issued By United States Department of Agriculture (USDA) Agricultural Marketing Service (AMS) Commodity Procurement Staff 1400 Independence Ave SW STOP 0239 Washington, D.C. 20250-0239	7. Administered By (If other than Item 6) See Block 6
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8. Name and Address of Contractor (No., Street, County, and Zip Code)	(X)	9A. Amendment of Solicitation No. 2000003511
	X	9B. Date (See Item 11) 08/19/2015
		10A. Modification of Contract/Order No.
		10B. Date (See Item 13)

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

(x)	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.
	B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set fourth item 14, pursuant to the authority of FAR 43.103 (b)
	C. This supplemental agreement is entered into pursuant to authority of:
	D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is to replace Exhibit 1 – Item Description and Requirements (IDR) For Frozen, Fully-Cooked Turkey Taco Filling.

- 1) Exhibit 1 – Item Description and Requirements (IDR) For Frozen, Fully-Cooked Turkey Taco Filling in the solicitation is replaced with the attached Exhibit 1 – Item Description and Requirements (IDR) For Frozen, Fully-Cooked Turkey Taco Filling.
- 2) The Offer Due Date/Local Time identified in Block 8 of the SF1449 and on page 53 of the solicitation is changed from 09/17/2015, 1:00 PM Central Time to 09/24/2015, 1:00 PM Central Time.

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)		
	James D. Sprandel Contracting Officer		
15B. Contractor/Offeror	15C. Date Signed	16B. United States of America	16C. Date Signed
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

EXHIBIT 1 - ITEM DESCRIPTION AND REQUIREMENTS (IDR) FOR FROZEN, FULLY-COOKED TURKEY TACO FILLING

The item must be produced in accordance with Food Safety and Inspection Service (FSIS) regulations, the Voluntary Grading of Poultry and Rabbit Products (7 CFR Part 70), this Item Description and Requirements (IDR). The Contractor's technical proposal, submitted to the Contracting Officer, must adhere to the following.

A. ITEM

Contractors must describe the necessary processing steps to comply with the item below.

Turkey Taco Filling – Frozen, fully-cooked turkey taco filling, produced from ground turkey (ready-to-cook, non-basted, young turkeys or turkey carcasses and parts (9 CFR § 381.170(a)(2)(iii) and (b)(1-22)) and spices/seasonings. The commodity must be packaged in 3-or 5-pound (1.36 or 2.27-kg) packages to a net weight of 30 pounds (13.61 kg) in each fiberboard shipping container. A purchase unit will consist of 1,300 shipping containers totaling 39,000 pounds (17,690 kg).

B. MATERIALS

The technical proposal must include procedures to address conformance with the following material requirements.

1. MEAT COMPONENT

- a. The commodity must not be processed more than 90 days prior to the first day of the delivery period. Turkeys must be of domestic origin. The commodity must be prepared from meat (with skin attached or without skin), non-basted carcasses, and parts (no solution or ingredients added).
- b. The chilled turkey and bone-in, skin-on or skinless turkey parts must be deboned and used in the finished cooked commodity within 7 calendar days after the date of slaughter. Within this 7-day timeframe the ground turkey must be fabricated into the cooked commodity within 72 hours after size reduction.
- c. Frozen meat (bone-in or boneless and skin-on or skinless turkey carcasses and parts) may be used when: (1) produced from freshly slaughtered turkeys; (2) packaged to protect against quality deterioration during storage and identified so the time in storage and the class, kind, and specific deboned turkey product can be determined; (3) held not more than 180 days in frozen storage; and (4) the product shows no evidence of thawing and refreezing or freezer deterioration.
- d. Frozen ground turkey may be used only if produced in compliance with section B.1.c. (1) through (4), above, except that frozen ground turkey may only be stored for 60 days prior to use in the finished item.
- e. The Contractor/producer will develop a written quality control program that documents the production procedures for bone removal and quality assurance protocol, the corrective and preventative actions, and product control procedures.
- f. Meat and skin which cannot be used in the ground turkey: (1) comminuted meat; (2) any skin that is not attached to the meat; (3) meat (with skin attached or without skin) reduced to an emulsified or pasty consistency; (4) meat (with skin attached or without skin) which developed a discoloration during size-reduction process; or (5) neck meat.
- g. Proportions of ingredients required in producing the commodity are as follows:
(The formulation below is provided for your general guidance.)

<u>Ingredients</u>	<u>Percent of Total</u>
Ground Turkey (minimum)	74.00
Water (maximum)	14.00
Spice flavorings/other ingredients - (range)	4.00 – 6.00
Soy Protein (maximum percent of total formula) (soy protein may be textured soy protein)	6.00
Must Total	100.00

2. FINISHED PRODUCT

The finished product must meet the following nutrient requirements:

- a. Sodium content must not exceed 310 mg per 100 grams of finished product.
- b. Fat content must not exceed 11.00 percent of finished product.
- c. Compliance with sodium and fat requirements shall be evidenced by laboratory analysis submitted with the sample. Contractor may use either AMS/USDA laboratory or a Commercial laboratory for the analysis of the finished product.
- d. The product must be gluten free.

3. FREEZING

- a. The product must be frozen by lowering the internal product temperature to 10 °F (-12.2 °C) or lower within 72 hours from the time of entering the freezer. If the product is not placed in a freezer immediately after packing, the product must be held at a temperature not higher than 36 °F (2.2 °C) and not lower than 26 °F (-3.3 °C).
- b. When packaged product is held at a temperature below 26 °F (-3.3 °C), the product will be considered to be in a freezer and subject to the 72-hour freezing requirement which begins at the end of the shift the product enters the 26 °F (-3.3 °C) or lower facility.

C. METAL DETECTION

All finished product shall be examined by a metal detection device. Procedures and sensitivity levels must be addressed in the offeror's quality control program.

D. PACKAGING AND PACKING

1. The commodity must be packaged in plastic-film bags. The bags must be made of water-proof film with oxygen barrier properties with a wall thickness of not less than 4 mil. (0.004 inch). The bags must have the capability of being boiled and steamed during or after cooking, and freezing the commodity as required within this IDR, and must protect the commodity from contamination, dehydration, freezer burn, or quality deterioration during the conditions of use.
2. **All** packaging and packing materials must be clean and in new condition, must not impart objectionable odors or flavors to the commodity, must be safe (cannot adulterate product or be injurious to health) for use in contact with food products and must be tamper-evident. Tamper-evident is defined as packaging and packing materials with one or more indicators or barriers to entry, which, if breached or missing, can reasonably be expected to provide visible evidence that tampering has occurred.
3. Approximately 3 or 5 pounds (1.36 or 2.27 kg) of commodity must be packaged in a plastic-film bag. Ten 3-pound (1.36-kg) or six 5-pound (2.27-kg) bags with 30 pounds (13.61 kg) net weight of commodity

must be packed in a fiberboard shipping container. The shipping containers will be in compliance with the National Motor Freight Classification, or the Uniform Freight Classification, as applicable.

E. LABELING

1. Both primary packaging and shipping containers must be labeled to include all information required by FSIS and Food Allergen Labeling and Consumer Protection Act (FALCPA) regulations. In addition, an ingredients statement, Nutrition Facts panel, and allergen declaration must be on each shipping container. Shipping container labels will also contain the contract number, traceability code that is traced back to the establishment number, production lot, and date.

Child Nutrition (CN) Labeling or Product Formulation Statement (PFS). A CN label statement (and evidence of approval for use) or the PFS shall be submitted **as part of the supplier's Technical Proposal.**

- a. The CN Labeling Program is run by FNS directly with commercial food processing firms and in cooperation with AMS and FSIS and other Federal agencies. The Program requires an evaluation of a product's formulation by FNS to determine its contribution toward meal pattern requirements for meals served in USDA's Child Nutrition Programs.
- b. To carry a CN label, the eligible product's formulation must be evaluated by USDA to verify its contribution toward meal pattern requirements using yields in the USDA Food Buying Guide for Child Nutrition Programs.
- c. For information on the CN Labeling Program, see the section for Food Manufacturers/Industry on the FNS website: <http://www.fns.usda.gov/cnlabeling/child-nutrition-cn-labeling-program> or contact the following:

Child Nutrition Labeling Program Operations Office
USDA, AMS, FV, PPB Stop 0247, Room 0710-S
1400 Independence Ave., SW Washington, DC 20250
Email: CNLabeling@ams.usda.gov
Phone Number: 202-720-9939
Fax Number: 202-690-3824

3. As an alternative to participation in the CN Labeling Program, the supplier may submit a completed and signed Manufacturer's Product Formulation Statement (PFS) which demonstrates how the product(s) contribute to the meal pattern requirements for the National School Lunch Program. Guidance for preparing the PFS, as well as a template for a PFS for Meat/Meat Alternate Product, (note "soy" is a meat alternate and crediting must be calculated on the PFS) is available at the website provided above. The PFS for Cooked Turkey Taco Filling shall be based on a 2.0 oz. portion. Reference Section 1, Meat/Meat Alternates, Food Buying Guide for Child Nutrition Programs (page 1-56).

F. PALLETIZED UNIT LOADS

Pallets must be good quality, 48 inches x 40 inches, nonreversible, flush stringer, and partial four-way entry. Each pallet of shipping containers must be stretch-wrapped with plastic film in a manner that will secure each container and layer of containers on the pallet. Palletized product must be loaded in a way that will prevent shifting and damage to the containers of product. Pallet loads shall be stacked in a manner that minimizes the

overhang of the shipping containers over the edges of the pallets and exposes the principle shipping container display panels to facilitate certification examinations.

G. DELIVERY UNITS

1. A purchase unit or delivery unit will total 39,000 pounds (17,690 kg) net, or multiples thereof.
2. The internal product temperature of frozen commodity must be 2 °F (-16.7 °C) or lower at the time of loading. Delivery units with internal temperature above 2 °F (-16.7 °C) and up to 5°F (-15 °C) will be tentatively rejected. Tentatively rejected delivery unit may be returned to the freezer and the temperature reduced to 2 °F (-16.7 °C) or lower and reoffered one time only. Delivery units exceeding 5°F (-15 °C) or delivery units that have been tentatively rejected and exceed 2 °F (-16.7 °C) when reoffered will be rejected.

H. DELIVERED PRODUCT

The commodity must arrive at destination at an average internal product temperature not to exceed 10 °F (-12.2 °C) with no individual temperature exceeding 15 °F (-9.4 °C).

I. PRODUCT ASSURANCE

1. COMPLAINT RESOLUTION

The Contractor's technical proposal must provide steps taken to resolve complaints received on the product (i.e., point of contact, cause and effect analysis, corrective and preventive actions taken, and product replacement).

2. NON-CONFORMING PRODUCT

The Contractor must have documented procedures that assure nonconforming product identification, segregation, and disposition in order to prevent misuse and that nonconforming product is not delivered to USDA. The plan must address: 1) control and segregation of non-conforming product, 2) removal of any USDA markings, and 3) disposition of non-conforming product.