

USDA COMMODITY REQUIREMENTS

**FC9
FORTIFIED (READY-TO-EAT) CEREAL PRODUCTS
FOR USE IN DOMESTIC PROGRAMS**

Effective Date: **05/23/08**

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Part 1 COMMODITY SPECIFICATIONS

Section 1.1 COMMODITIES

- A. Quality of the Product
The commodity delivered shall meet the requirements as specified in the Cereal, Prepared, Ready-To-Eat Commercial Item Descriptions (CID), A-A20000C (October 13, 2005) at <http://www.ams.usda.gov/AMSV1.0/getfile?dDocName=STELDEV3006526> except the expanded/extruded manufacturing process is excluded from all types and classifications of the cereal products allowed in Part 3 of the CID.
- B. Manufacturing/Cooking Process.
(1) The manufacturing/cooking process required for non-extruded cereals (corn flakes, bran flakes, and crisp rice) shall be the conventional batch method. The process for the corn square cereal or the corn and rice biscuit cereal may be the conventional batch method or the extruded method. The process for the oat circle cereal shall be produced by the extruded method. When the extruded method is used for shaped cereals (corn squares, corn and rice biscuits, or oat circles), it shall include dry and/or tempering of the product followed by gun or oven puffing.
(2) The main ingredient for the cereal products shall consist of whole grain kernels, parts of kernels, or flaking grits for the conventional batch method. When using the extruded process for shaped cereals only, whole grain flour (includes the bran) or meal shall be used.
- C. Product Testing Requirement.
Corn used for a product delivered shall be sampled and tested for the Cry9C protein pursuant to the Food and Drug Administration guidelines and such test results shall be negative.

Section 1.2 WARRANTY

The product shall have a shelf life of at least one year from date of manufacturer.
Product shall not be manufactured more than **60** days prior to shipping.

Section 1.3 QUALITY ASSURANCE

- A. The contractor shall perform the product testing and quality analysis to ensure that the product meets the commodity specifications. The results shall be evidenced by a Certificate of Analysis (COA).
- B. Contractors shall notify the Government immediately of lots that fail to meet contract requirements.

Part 2 CONTAINER AND PACKAGING REQUIREMENTS

Section 2.1 GENERAL

This part provides the container specifications and packaging materials requirements used under this contract.

Section 2.2 COMMERCIAL PACKAGING REQUIREMENTS

- A. Contractors shall supply commercial brand products only and shall certify at the time of submission of an offer that the commercial product being delivered has a history of successful distribution and use in domestic commercial channels and is sold on the commercial market with an established level of consumer acceptance.
- B. Container and packaging requirements are those used in the current commercial shipping practices and shall comply with:
 - (1) Unitization requirements in Section 2.4.
 - (2) At contractor's option, a statement such as "Not for Retail Sale" may be printed on the principal display panel of the food label.
 - (3) The manufacturer's lot code/lot identification number shall be shown on the commercial bill of lading.
 - (4) Shipping containers shall be marked to show the maximum safe stacking height. It is the responsibility of the contractor in cooperation with the shipping container manufacturers to determine the safe stacking height.
 - (5) For identification upon receipt at delivery warehouses, all commercial-labeled product shipping documents shall specify "FOR USDA FOOD DISTRIBUTION PROGRAMS."
- C. The cereal shall be packed in a pouch and placed in a fiberboard carton. The pouch and carton shall be of a type normally used in commercial channels.

Section 2.3 CONTAINERS AND MATERIALS

- A. **All containers and packaging shall be constructed to meet the requirements of the Food and Drug Administration (FDA) for safe contact with the packaged product. The contractor shall obtain and maintain documentation from the container or packaging material manufacturer to verify that the containers and packaging materials used in this contract were in compliance with the Government's regulatory requirements for safe contact with food products as required in the Master Solicitation, Part 3, Section A, Number 3.**
- B. **Questions concerning the containers and materials should be directed to:**
USDA/FSA/DACO
Room 5755 – South Bldg, STOP 0551
1400 Independence Avenue SW
Washington, DC 20250-0551

ATTN: Packaging

- C. If the contractor purchases packaging and container ingredients from a foreign country and/or the package and container is manufactured in a foreign country, the package and container SHALL NOT display country of origin labeling. Phrases similar to but not inclusive of, “Made in [Name of Foreign Country.]” or “Product of [Name of Foreign Country.]” are strictly prohibited.**

Section 2.4 UNITIZATION REQUIREMENTS

Shipments shall comply with the following unitization requirements:

- A. Unless otherwise specified by the Government, all shipments of fortified cereals are required to be slip-sheeted only and stretch wrapped.
- B. Slip-sheeted loads shall be:
- (1) Held in place with a plastic film stretched to a minimum of 50 percent beyond its original length when stretched around the unit load.
 - (2) Blocked and braced or otherwise loaded into the conveyance in a manner that prevents shifting during transit.
- C. Free Time Allowance.
- (1) Some receiving destinations may not be equipped for unloading slip-sheeted product. The Government requires contractors to allow free time up to six (6) hours for unloading trucks at intermediate and final destinations. Full and split loads shall be allowed the same free time.
 - (2) Free time allowance is computed from the time of arrival or time of scheduled unloading, whichever is later. Charges for detention beyond the free time required by the Government will be for the account of the consignee.