

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE K	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00201	3. EFFECTIVE DATE See Blk. 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 14	6. PROJECT NO. (If applicable)	
6. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5098 USA Initiator: David Jolls PSPTPAD Tel: 215-737-7924 FAX: 215-737-4246 Email: DAVID.JOLLS@DLA.MIL	CODE SPM300	7. ADMINISTERED BY (If other than Item 6)	CODE SPM300	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO.	
P J K FOOD SERVICE CORPORATION DBA KEANY PRODUCE COMPANY 3310 75TH AVE LANDOVER MD 20785-1501 USA			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. SPM300-13-D-P188	
			10B. DATED (SEE ITEM 13) 2013 MAR 14	
CODE 1GJP2	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 _____ 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 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.
	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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 62.212-4(c)
	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.)

See Continuation Sheet

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) Kevin Keany President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DAVID A. JOLLS	
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED 6/12/2015	16B. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 6/16/15

1. Remove XXV. Product Quality located on page 27 - 28 of solicitation SPM300-12-R-0026 and replace with the language listed in Attachment 1.
2. All other terms and conditions of the contract remain unchanged.

XXV. PRODUCT QUALITY

- A. **Shelf-life:** All products delivered shall be as fresh as possible and within the Growers/Packers' original shelf life (i.e., Best if Used- by-Date, Expiration Date, or other markings). Applicable products shall be identified with readable open code such as "Best-Used-by- Date", "Sell-by-Date", date of production, or similar marking indicating the end of the guaranteed freshness date.
1. **For Annual Pack Processed Fruits and Vegetable Items (Not Applicable to fresh fruits and vegetables):** Products will be from the latest seasonal pack available, unless approved in advance by the Contracting Officer. Annual Pack items shall not be older than one year from Date of Pack/Production Date upon receipt at the contractor's facility. Products must have at least 30 days shelf life remaining when delivered to the customer, unless otherwise approved by the Contracting Officer.
 2. **For Fresh-Cut Fresh Fruits and Vegetables/Ready-to-Eat Salads/Cole Slaw/etc's:** Individual bags/containers must be marked with a 14-day shelf life from the date of production. All products must be received by the customer with a least 50% of recommended shelf life remaining. If the manufacturer recommended shelf life is less than 14-days, the Contracting Officer must be notified in advance and approve shelf life. Any deviation from these requirements must be approved prior to customer delivery, in writing, by the Contracting Officer.
- B. **For Shell Eggs:** Shell eggs must comply with the Federal Food, Drug, and Cosmetic Act (FFDCA) 21 CFR Part 100 – 169. Facility and product shall also comply with other applicable State, Federal regulations applicable to product or facility (21 CFR 115.50 (b) (2)), 7 CFR, Part 56 US Standards, Grades, and Weight Classes for Shell Eggs (AMS 56), GMPs, etc.). Shell eggs must originate from a sanitarily approved source as indicated in the contract. Joint Government (DLA Troop Support /USDA-AMS) Sanitation and Food Defense Audits will be performed during DLA Produce Quality Audits/QSMVs or other visits by DLA Troop Support Quality Auditors and USDA-AMS Auditors as deemed appropriate.
1. **Temperature Requirements:** All refrigerated storage areas and transport ambient temperatures for shell eggs cannot exceed 45 degrees Fahrenheit.
 2. **Markings/Labeling Requirements:** For cartons (6-Eggs, 12-Eggs, 18-Eggs, etc.) and loose pack (a flat which contains 30-Eggs per flat), both of which are packed into a 15 or 30-dozen case, should have the USDA Grademark (shield) on the cartons. Shell egg cases/shipping containers must be stamped with the USDA Grade AA or A stamp (depending on the declared quality). A copy of the Grading Certificate (Form, PY-210S) shall be provided with the shipment of shell eggs upon customer request, during DLA Troop Support Quality Audits, or as requested by the Contracting Officer. Shipping containers/cases shall be marked/labeled with Plant Name, Address, Date of Pack, expiration (expiration not to exceed 30 days from day eggs were packed in cartons), Size Identification, quantity, Grade, etc.).
 3. **Shelf Life:** Shell eggs shall have a minimum of 14 days shelf life remaining when delivered to DLA customers, unless otherwise authorized by Contracting Officer and the customer.
- C. Commercial standards shall be used to maintain temperatures appropriate for individual produce items during storage and delivery to DLA Troop Support customers.
1. Level of Product Quality:
 - (a) When designating an item as a match for the DOD item in the schedule of items listed in the solicitation, the item must be:
 - (i) Identical in respect to packaging when the DOD unit of issue is not described by weights (e.g. pound or ounce).
 - (ii) Equivalent in respect to grade or fabrication.

All items must meet or exceed the Government's item description of their assigned Government stock number and the specified US Grade.