

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
K

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2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE See Blk. 16C		4. REQUISITION/PURCHASE REQ. NO. See Block 14		5. PROJECT NO. (If applicable)	
6. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Initiator: Joshua Metzger DJM0151 Tel: 215-737-0762 Email: Joshua.Metzger@dla.mil		CODE SPE300		7. ADMINISTERED BY (If other than Item 6) DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA		CODE SPE300	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Jo-Ed Produce 309 W 9th St CHEYENNE WY 82007-1364 USA		(X)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. SPE300-16-D-S677
			10B. DATED (SEE ITEM 13)  2016 AUG 05
CODE 1BY01	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: 52.212-4(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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan Williams PSPTPA9	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Susan Williams (Signature of Contracting Officer)	16C. DATE SIGNED 2018 MAR 05

This modification is to add the following language to contract SPE300-16-D-S677 and administrative contract SPE300-16-D-R677.

LOCAL PURCHASE (SCHOOLS/TRIBAL RESERVATIONS)

A. DLA Troop Support and the USDA support the use of local purchase to the maximum extent practicable. Therefore, Contractors are encouraged to source local produce taking into consideration price, availability, quality, and other factors.

B. For purposes of this Solicitation, "local purchase" is defined as product purchased from growers or manufacturers within the state the customer is located, within the contract zone, or from a state bordering the state in which the customer is located.

C. For contracts using FFAVORS catalogs, Contractors are required to include state of origin information for all products in the FFAVORS catalog. FFAVORS includes a data field for this purpose.

D. Within 45 days after contract award, the successful Contractor(s) for schools and/or tribal reservations will submit to the Contracting Officer a Local Purchase Procurement plan which will include the following elements:

1. A list of specific items that the contractor currently purchases locally;
2. A list of local growers from which the contractor sources product;
3. Plans to expand the purchase of local items; and
4. A list of resources that might assist in efforts to source more local products.

E. Contractors may be required to attend information sessions related to local sourcing and promotion of local products.

DOMESTIC NON-AVAILABILITY DETERMINATION - FRESH FRUITS AND VEGETABLES

A. A Class Domestic Non-Availability Determination ("DNAD") for Federal Supply Class 8915, Fresh Fruits and Vegetables (FF&V), dated 16 May 2008 was approved and is in effect for the DLA Troop Support/DLA Produce Long-Term Contracts. This DNAD establishes a limited Berry Amendment waiver to the requirements of DFARS 252.225-7012, Preference for Certain Domestic Commodities, which is applicable to this Solicitation. As a result of the DNAD, non-domestic FF&V may be supplied under this contract when domestic FF&V of satisfactory quality and sufficient quantity cannot be procured as and when needed at U.S. market prices. This determination will remain in effect until these circumstances have changed and the DNAD is formally rescinded.

B. The instant DNAD as applied affects resulting contracts supporting Department of Defense customers (i.e. Troops) only.

C. Notwithstanding this DNAD, the USDA requires that fresh produce supplied via its Federal Entitlement for the USDA School Lunch Program must be from a domestic source. Therefore, the aforementioned DNAD does not impact or negate the Government's requirement for domestic produce in its contracts supporting Non-Department of Defense customers (i.e. Schools and Tribal Reservations).

All other terms and conditions remain unchanged.

**Attachments**

**List of Attachments**

File Name	Description
ATTACH.DS677P00002	DS677.pdf