

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 11
2. AMENDMENT/MODIFICATION NO. P0004		3. EFFECTIVE DATE MAY 11, 2012	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY DLA Troop Support 700 Robbins Avenue Philadelphia, PA 19111-5098 FTRC/Priscilla Reed Telephone: 215-737-2869/Fax: 215-737-7774		CODE SPM300	7. ADMINISTERED BY (If other than Item 6) DCMC Atlanta 2300 Lake Park Drive Smyrna, Ga 30080		CODE S1103A
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SOPAKCO Inc. 118 S. Cypress Street Mullins SC 29574-3004			(X)	9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
			(X)	10A. MODIFICATION OF CONTRACT/ORDER NO. SPM3S1-12-D-Z108	
				10B. DATED (SEE ITEM 13) Nov 16, 2011	
CODE 6D623		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 your 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)

SG 97X4930.5SCSBX 001.2630 FY12

**13. THIS ITEM ONLY APPLIES TO MODIFICATION 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 checked="" type="checkbox"/>	Fixed Price Changes FAR 52.243-1
<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 the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

MRE NSN: 8970-00-149-1094

1. All terms and conditions of the subject contract remain the same except for the following:
(continued on page 2)

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 A. LECOLLIER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		James A. Lecollier (Signature of Contracting Officer)	5/11/12

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I. The following changes for SPM3S1-12-D-Z108 are for Section C and Section D of the Technical Data Package:

Tab 3, Page 1 of 11, Section C, Part II, Section C-1 Description/Specification,

ENTREES

MEATBALLS IN MARINARA SAUCE,

Delete “min 7.5 oz” and insert “min 8.0 oz”

PORK SAUSAGE PATTY,

Delete “Marple” and insert “Maple”

SPAGHETTI W/ MEAT SAUCE,

Delete “W/ MEAT” and insert “W/ BEEF AND”

Tab 3, Page 3 of 11, Section C, Part II, Section C-1 Description/Specification,

STARCHES AND SOUPS

BREAD STICKS,

After “2 oz flex pg,” insert “Type IV, Style A”

CORNBREAD STUFFING,

Delete “8920-01-545-1770” and insert “8920-01-545-0846”

SNACK BREAD, WHEAT,

Delete in its entirety and insert:

SNACK BREAD, WHEAT, SHELF STABLE, fort, min 2 oz flex pg, type I, Style A, PCR-S-009, 8920-01-458-7325

SNACK BREAD, WHEAT, SHELF STABLE, fort, min 2 oz flex pg, type I, Style B, PCR-S-009, 8920-01-579-7967

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Tab 3, Page 4 of 11, Section C, Part II, Section C-1 Description/Specification,

FRUITS

CRANBERRIES,

After "Type VII," insert "Style B, Flavor 1"

After "Fort a" insert "Class (1)"

DESSERTS AND SNACKS

BEEF SNACKS,

After "Style a" insert "Class 1"

Delete "CID A-A-2009" and insert "CID A-A-20298"

COOKIES, SUGAR, PATRIOTIC,

Delete "Style D, Bake Type a, Shape b," and insert "min 56 gm, Type I, Class 1,
Bake Type a, Style D, Shape (b),"

ALMONDS, DRY ROASTED,

After "Type IX, " insert "Style C, "

CASHEWS, HALVES, JALAPENO,

Delete "1 oz. flex packaged" insert "min 19 gm flex pg"

PRETZEL, STICKS,

After "Style C, " insert "Flavor 1, "

PRETZELS, TWIST,

After "Style D, " insert "Flavor 1, "

PRETZELS, NUGGETS

After "Style E, " insert "Flavor 1, "

CORN KERNELS, TOASTED,

Delete as a duplicate from page 4

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TOASTER PASTY, CHOCOLATE CHIP, FROSTED,

After "Fort b, " insert "Shape i, "

Tab 3, Page 6 of 11, Section C, Part II, Section C-1 Description/Specification,

CANDY

Delete all and insert the following:

CANDY, LICORICE, CHERRY, BITE SIZE, min 63 gm flex pg, Type X, Style B, Flavor 1, CID A-A-20177, PKG & QAPs , 8925-01-556-9413

CANDY, MINT TABLETS, CAFFEINE, PEPPERMINT, ROUND, min 10 gm (.35 oz) pg, Type XII, Style A, Flavor 1, CID A-A-20177, PKG & QAPs, 8925-01-578-5253

CANDY, PAN-COATED, FRUIT FLAVORED TAFFY DISKS, assorted flavors/colors, min 59.5 gm (2.1 oz) flex pg, Type VI, Style A, Flavor 2, Flavor style a, CID A-A-20177, PKG & QAPs, 8925-01-426-1373

CANDY, PAN-COATED, FRUIT FLAVORED DISKS, SWEET AND SOUR, min 59.5 gm (2.1 oz) flex pg, Type VI, Style A, Flavor 2, Flavor style d, CID A-A-20177, PKG & QAPs, 8925-01-591-4123

CANDY, PAN-COATED, CHOC DISKS, assorted colors, min 47.9 gm (1.69 oz) pg, Type VI, Style A, Flavor 1, CID A-A-20177, PKG & QAPs, 8925-01-008-0960

CANDY, PAN-COATED, CHOC DISKS, CHOC W/ PEANUTS, assorted colors, min 49.3 gm (1.74 oz) flex pg, Type VI, Style B, flavor 1, CID A-A-20177, PKG & QAPs, 8925-01-512-7627

CANDY, PAN-COATED, CHOCOLATE W/PEANUT BUTTER, assorted colors, min 43.4 gm (1.53 oz) pg, Type VI, Style A, Flavor 4, CID A-A-20177, PKG & QAPs, 8925-01-493-4684

CANDY, PAN-COATED, FRUIT FLAVORED DISKS, BERRY, min 59.5 gm (2.1 oz) flex pg, Type VI, Style A, Flavor 2, Flavor Style b, CID A-A-20177, PKG & QAPs, 8925-01-545-0847

CANDY, TOFFEE, ROLLS, choc flavored, two ½ oz ind wrapped rolls, Type II, Style B, CID A-A-20177, PKG & QAPs, 8925-01-019-4855

CANDY, TOFFEE, choc flavored, cube, 40 gm flex pg, Type II, Style A, CID A-A-20177, PKG & QAPs, 8925-01-556-9428

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Tab 3, Page 7 of 11, Section C, Part II, Section C-1 Description/Specification,

BEVERAGES

Delete all and insert the following:

DAIRYSHAKE PDR, CHOC, FORT W/CALCIUM & VIT D, min 70 gm flex pg, PCR-D-002, 8910-01-589-7747

DAIRYSHAKE PDR, STRAWBERRY, FORT W/ CALCIUM & VIT D, min 70 gm flex pg, PCR-D-002, 8910-01-589-7755

DAIRYSHAKE PDR, STRAWBERRY-BANANA, FORT W/ CALCIUM & VIT D, min 70 gm flex pg, PCR-D-002, 8910-01-589-7759

DAIRYSHAKE PDR, VANILLA, FORT W/CALCIUM & VIT D, min 70 gm flex pg, PCR-D-002, 8910-01-589-8135

Tab 3, Page 7 of 11, Section C, Part II, Section C-1 Description/Specification,

OTHER ITEMS

BAG, BEVERAGE, HOT,

After "MIL-PRF-32176" insert ", 8970-01-522-5200"

SEASONING BLEND, SALT FREE,

After "0.6 gm foil laminate pg, " insert "Type II, Class D, Blend (1), "

Tab 3, Page 8 of 11, Section C, Part II, Section C-1 Description/Specification,

ACCESSORY COMPONENTS

COFFEE, INSTANT,

After "FREEZE DRIED, " insert "min 1.5 gm pg"

MATCHES, SAFETY,

Delete "50 books per box"

PAPER, TOILET TISSUE,

After "Type A" delete " or B"

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SUGAR SUBSTITUTES,

After "SUCRALOSE," insert "min 1.0 gm pg,"

Tab 3, Page 9 of 11, C-2, Components, paragraph 2: Delete in its entirety.

Tab 3, Page 9 of 11, C-3, Assembly, add:

4. INTEGRATED PEST MANAGEMENT PROGRAM REQUIREMENTS

a. The requirements of the "Integrated Pest Management (IPM) Program Requirements for Operation Rations" (28 April 2011) and the "Contractor Sanitation Program – Operational Rations" (March 1996) apply to all Ration Assembly and Component operations.

b. Evidence of insect, rodent or pest infestation; foreign material; or contamination of any component item, filled and sealed accessory packet, filled and sealed menu bag, or final assembly packed case will be cause for rejection of the involved lot or lots.

Tab 3, Page 11 of 11, C-3, Components, add:

6. INTEGRATED PEST MANAGEMENT PROGRAM REQUIREMENTS

a. The requirements of the "Integrated Pest Management (IPM) Program Requirements for Operation Rations" (28 April 2011) and the "Contractor Sanitation Program – Operational Rations" (March 1996) apply to all Ration Assembly and Component operations.

b. Evidence of insect, rodent or pest infestation; foreign material; or contamination of any component item, filled and sealed accessory packet, filled and sealed menu bag, or final assembly packed case will be cause for rejection of the involved lot or lots.

Tab 3, page 11 of 11, C-3, Components, add:

7. Unless otherwise specified in individual PCRs or PKG&QAPs, the thermoprocessing of meat, poultry and fish with sauce and gravy; vegetables with sauce; meat and poultry in loaf, slice, or solid form; and fruit shall be in accordance with MIL-PRF-44073, Packaging of Food in Flexible Packages.

8. Unless otherwise specified in Sections C, D, or E of this document, the packaging, labeling, packing, marking, unitization, and inspection of meat, poultry and fish with sauce and gravy; vegetables with sauce; meat and poultry in loaf, slice, or solid form; and fruit shall be in accordance with the applicable sections C, D, and E of the respective CIDs, PCRs and PKG&QAPs.

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Tab 3, page 11 of 11, add:

C-4 ADDITIONAL REQUIREMENTS

1. 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.
2. The following applies to perishable raw and cooked meat, poultry and fish, or products thereof (meats) used in the production of operational rations:
 - a. All perishable meats shipped from the supplier to the processing plant shall be accompanied by either a USDA Grading Certificate (if required) or a Certificate of Conformance indicating compliance to specified requirements, including initial chilling or freezing date of the product, as applicable.
 - b. The ingredient supplier shall certify compliance with processing and packaging requirements for formed or breaded meats. Under no circumstance shall any meats be older than 180 days at time of use.
 - c. Chilled meats: Meats received in the chilled state shall not have been previously frozen and shall have been held at an internal temperature between 28 °F and 40 °F for a period not to exceed four days following initial chilling and prior to preparation and further processing.
 - (1) Upon arrival at the processing plant, if chilled product is not used within 72 hours, it shall be frozen and stored at a temperature not to exceed 0 °F.
 - (2) Frozen product must be used within 180 days after initial freezing
 - d. Frozen meats: Frozen meats received at the processing plant may be accepted provided the product internal temperature has never exceeded 20 °F. Upon arrival at the processing plant, if not used immediately, the product shall be stored at a temperature not to exceed 0 °F, and must be used within 180 days of initial freezing.
3. For all items thermostabilized by retorting, each filled and sealed pouch shall be in the retort process within two hours from sealing.
4. Maximum stacking height of assembled ration unit loads shall not be greater than four high.
5. In view of the fact that the ANSI/ASQ Z1.4 Standard does not contain the definitions for critical, major, and minor defects, the following definitions become contractually binding through their inclusion here:

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- a. Critical defect. A critical defect is a defect that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining, or depending on the item; or a defect that judgment and experience indicate is likely to prevent the performance of the major end item, i.e., the consumption of the ration.
- b. Major defect. A major defect is a defect, other than critical, that is likely to result in failure, or reduce materially the usability of the unit of product for its intended purpose.
- c. Minor defect. A minor defect is a defect that is not likely to reduce materially the usability of the unit of product for its intended purpose, or is a departure from established standards having little bearing on the effective use of operation of the unit.

6. FOOD SECURITY

- a. All rations and components should be processed and transported in accordance to the Food and Drug Administration's (FDA) *Guidance for Industry: Food Producers, Processors, and Transporters: Food Security Preventive Measures Guidance*.
- b. This guidance identifies the kinds of preventive measures food manufacturers, processors, or handlers may take to minimize the risk that food under their control will be subject to tampering or other malicious, criminal, or terrorist actions. The implementation of enhanced food security preventive measures provides for the security of a plant's production processes and includes the storage and transportation of pre-production raw materials, other ingredients, and postproduction finished product.
- c. The guidance can be found at:
<http://www.fda.gov/Food/GuidanceComplianceRegulatoryInformation/GuidanceDocuments/FoodDefenseandEmergencyResponse/ucm083075.htm>

7. PRODUCT PROTECTION

- a. The DLA Troop Support Subsistence Directorate provides world-wide subsistence logistics support during peace time as well as during regional conflict, contingency operations, national emergencies, and natural disasters. At any time, the United States Government, its personnel, resources, and interests may be the target of enemy aggression to include espionage, sabotage, or terrorism. This increased risk requires DLA Troop Support to take steps and insure steps are taken to prevent the deliberate tampering and contamination of subsistence items.
- b. As the holder of a contract with the Department of Defense, the awardee should be award of the vital role they play in supporting our customers. It is incumbent upon the awardee to take actions to secure product delivered to all military customers as well as any applicable

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commercial destinations. We strongly recommend all firms review their security plans relating to plant security and security of the product in light of the heightened threat of terrorism.

c. The contractor will insure that products and/or packaging have not been tampered or contaminated throughout the manufacturing, storage and delivery process. The Contractor will immediately inform DLA Troop Support Subsistence of any attempt or suspected attempt by any party or parties, known or unknown, to tamper with or contaminate subsistence supplies.

d. Accordingly, the offeror shall submit its Product Protection Plan to describe what procedures are, or will be, in place to prevent product tampering and contamination, and assure overall plant security and food safety. The Plan should be formatted in accordance with, and address the issues contained in, the DLA Food Defense Checklist. An electronic copy of the DLA Food Security Checklist is available at https://www.troopsupport.dla.mil/subs/fs_check.pdf.

Note: The offeror's Product Protection proposal shall be part of any contract awarded. The contractor's Product Protection Plan (Plan) may be audited by the DLA Troop Support Quality Audit Team. Failure to comply with provision of the Plan will be considered a failure by the contractor to comply with the terms and conditions of the contract.

Tab 4, page 2 of 20, Part I, D-5 MARKING, after "Section D-5 of ACR-M-032", delete label information and insert:

8970-00-149-1094
MEAL, READY-TO-EAT, INDIVIDUAL
12 MEALS A/A
CASE A (MENUS 1-12) or CASE B (MENUS 13-24) (As applicable)
WT. _____ CU. _____
CONTRACT NO. _____ LOT NO. _____
NAME AND ADDRESS OF ASSEMBLY CONTRACTOR
DATE PACKED _____
INSPECTION/TEST DATE _____
U. S. GOVERNMENT PROPERTY – COMMERCIAL RESALE IS UNLAWFUL

Tab 4, page 17 of 20, Part II, Sub-part A, D-3 PACKING, delete in its entirety and insert:

D-3 PACKING: It shall be the responsibility of the Contractor to ensure that CFM product shipped to a unit packager and/or to the assembly point is packed such as to assure product compliance with applicable end item requirements.

Tab 4, page 17 of 20, Part II, Sub-part A, D-4 UNITIZATION, delete in its entirety and insert:

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D-4 UNITIZATION: It shall be the responsibility of the Contractor to ensure that the CFM product shipped to a unit packager and/or to the assembly point is unitized or otherwise shipped such as to assure product compliance with applicable end item requirements and to be in accordance with applicable Federal and/or State regulatory requirements.

Tab 4, page 17 of 20, Part II, Sub-part A, **D-5 MARKING**, delete in its entirety and insert:

D-5 MARKING:

A. It shall be the responsibility of the Contractor to ensure that CFM product shipped to a unit packager and/or to the assembly point is unitized or otherwise shipped such as to assure product compliance with applicable end item requirements and to be in accordance with applicable Federal and/or State regulatory requirements, provided that a production lot number indicating the production date of the contents is included.

B. The lot number on the shipping container may be in the clear, a Julian date code, or such other code as shall be explained in a letter to the Contracting Officer and to the applicable inspection personnel.

Tab 4, page 19 of 20, Part II, Sub-part B, D-2,B, insert:

(4) The requirements of Sub-part B,D-2,B do not apply to commercially-packaged Tuna packed in accordance with CID and PKG&QAP A-A-20155.

Tab 4, page 20 of 20, Part II, Sub-part B, **D-3 PACKING**, delete in its entirety and insert:

D-3 PACKING: It shall be the responsibility of the Contractor to ensure that CFM product shipped to a unit packager and/or to the assembly point is packed such as to assure product compliance with applicable end item requirements.

Tab 4, page 20 of 20, Part II, Sub-part B, **D-4 UNITIZATION**, delete in its entirety and insert:

D-4 UNITIZATION: It shall be the responsibility of the Contractor to ensure that the CFM product shipped to a unit packager and/or to the assembly point is unitized or otherwise shipped such as to assure product compliance with applicable end item requirements and to be in accordance with applicable Federal and/or State regulatory requirements.

Tab 4, page 20 of 20, Part II, Sub-part B, **D-5 MARKING**, delete in its entirety and insert:

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Tab 4, page 20 of 20, Part II, Sub-part B, D-5 MARKING, delete in its entirety and insert:

D-5 MARKING:

A. It shall be the responsibility of the Contractor to ensure that CFM product shipped to a unit packager and/or to the assembly point is unitized or otherwise shipped such as to assure product compliance with applicable end item requirements and to be in accordance with applicable Federal and/or State regulatory requirements, provided that a production lot number indicating the production date of the contents is included.

B. The lot number on the shipping container may be in the clear, a Julian date code, or such other code as shall be explained in a letter to the Contracting Officer and to the applicable inspection personnel.

II. There is no increase or decrease in the contract unit price as a result of this modification.