AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1.	1. CONTRACT ID CODE K		PAGE 1 OF 4
2. AMENDMENT/MODIFICATION NO. P00017		3. EFFECTIVE DATE See Blk. 16C	4. REQUISITION/PUR See Block 14	I DN/PURCHASE REQ. NO. 4		5. PROJEC	T NO. (If applicable)
6. ISSUED BY	CODE	SPE3S1	7. ADMINISTERED BY (If o	ther tha	er than Item 6) CODE SPE3S1		
700 ROBBINS PHILADELPHIA USA Initiator: Russe	E SUPPLY CHAIN AVENUE A PA 19111-5096	DLA TROOP SUPPORT SUBSISTENCE SUPPLY CHAIN 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA					
8. NAME AND	ADDRESS OF CONTRACTOR (No., street, o	•	(X) 9A. AMENDMENT OF SOLICITATION NO.				
REVELA FOO 225567 SILV	ODS LLC ER MAPLE LN			9B. DATED (SEE	E ITEM 11)		
COLBY WI 5			10A. MODIFICATION OF CONTRACT/ORDER NO.				
00/1		Х	SPE3S1-21-D-Z132				
					10B. DATED <i>(SE</i>	E ITEM 13)	
CODE 0D8N	V1 FAC				2021 NOV 01		
	11. THIS ITEM	ONLY APPLIES TO AM	MENDMENTS OF SC)LICI	TATIONS		
The above	numbered solicitation is amended as set forth in	Item 14. The hour and date spec	ified for receipt of Offers		is extended,	is no	ot extended.
ш	knowledge receipt of this amendment prior to th	·		ed. by a	ne of the following	methods:	
	g Items 8 and 15, and returning	•	(b) By acknowledging rece		· ·		e offer submitted;
PLÀCE DESIGN amendment you	ate letter or telegram which includes a reference NATED FOR THE RECEIPT OF OFFERS PRIO u desire to change an offer already submitted, su d is received prior to the opening hour and date	R TO THE HOUR AND DATE uch change may be made by te	SPECIFIED MAY RESULT	IN REJ	ECTION OF YOUR	OFFER. If by v	rirtue of this
12. ACCOUN	ITING AND APPROPRIATION DATA (If requir	red)					
	13 THIS ITEM A	APPLIES ONLY TO MO	DIFICATIONS OF C	ONT	RACTS/ORDE	RS	
		S THE CONTRACT/OF				,	
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURS IN ITEM 10A.	SUANT TO: (Specify authority) THE CHANGES SET FOI	RTH IN	I ITEM 14 ARE MA	DE IN THE CO	ONTRACT ORDER NO.
	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). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
Х	D. OTHER (Specify type of modification and FAR 52.243-1	authority)					
		is required to sign this o			<u>'</u>	s to the iss	uing office.
14. DESCRIPT	ION OF AMENDMENT/MODIFICATION (Orga	anized by UCF section headin	gs, including solicitation/co	ntract s	subject matter whei	re feasible.)	
See Con	tinuation Sheet						
Except as prov	rided herein, all terms and conditions of the doub	cument referenced in Item QA	or 10A as heretofore char	nged re	emains unchanged	and in full force	e and effect
	D TITLE OF SIGNER (Type or print)	or 10A, as heretofore changed, remains unchanged and in full force and effect. 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)					
			Russell Manuel			·	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Russell Manuel			16C. DATE SIGNED	

(Signature of person authorized to sign)

(Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE3S1-21-D-Z132 / P00017

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The following clause is hereby incorporated into contract SPE3S1-21-D-Z132:

252.225-7013 Duty-Free Entry.

As prescribed in 225.1101(4), use the following clause:

DUTY-FREE ENTRY (NOV 2023)

- (a) Definitions. As used in this clause-
- "Component," means any item supplied to the Government as part of an end product or of another component.
- "Customs territory of the United States" means the 50 States, the District of Columbia, and Puerto Rico.
- "Eligible product" means-
- (1) "Designated country end product," as defined in the Trade Agreements (either basic or alternate) clause of this contract;
- (2) "Free Trade Agreement country end product," other than a "Bahraini end product," a "Moroccan end product," a Panamanian end product," or a "Peruvian end product," as defined in the Buy American—Free Trade Agreements—Balance of Payments Program (either basic or alternate II) clause of this contract, basic or its Alternate II; or
- (3) "Free Trade Agreement country end product" other than a "Bahraini end product," "Korean end product," "Moroccan end product," "Panamanian end product," or "Peruvian end product," as defined in of the Buy American—Free Trade Agreements—Balance of Payments Program (either alternate IV or alternate V) clause of this contract.

"Qualifying country" and "qualifying country end product" have the meanings given in the Trade Agreements clause, the Buy American and Balance of Payments Program clause, or the Buy American—Free Trade Agreements—Balance of Payments Program clause of this contract, basic or alternate.

- (b) Except as provided in paragraph (i) of this clause, or unless supplies were imported into the customs territory of the United States before the date of this contract or the applicable subcontract, the price of this contract shall not include any amount for duty on—
 - (1) End items that are eligible products or qualifying country end products;
- (2) Components (including, without limitation, raw materials and intermediate assemblies) produced or made in qualifying countries, that are to be incorporated in U.S.- made end products to be delivered under this contract; or
- (3) Other supplies for which the Contractor estimates that duty will exceed \$300 per shipment into the customs territory of the United States.
 - (c) The Contractor shall-

or

- (1) Claim duty-free entry only for supplies that the Contractor intends to deliver to the Government under this contract, either as end items or components of end items; and
 - (2) Pay duty on supplies, or any portion thereof, that are diverted to nongovernmental use, other than-
 - (i) Scrap or salvage; or
 - (ii) Competitive sale made, directed, or authorized by the Contracting Officer.
- (d) Except as the Contractor may otherwise agree, the Government will execute duty-free entry certificates and will afford such assistance as appropriate to obtain the duty-free entry of supplies-
- (1) For which no duty is included in the contract price in accordance with paragraph (b) of this clause; and
 - (2) For which shipping documents bear the notation specified in paragraph (e) of this clause.
- (e) For foreign supplies for which the Government will issue duty-free entry certificates in accordance with this clause, shipping documents submitted to Customs shall— $\frac{1}{2}$
 - (1) Consign the shipments to the appropriate-
 - (i) Military department in care of the Contractor, including the Contractor's delivery address;
 - (ii) Military installation; and
 - (2) Include the following information:
 - (i) Prime contract number and, if applicable, delivery order number.
 - (ii) Number of the subcontract for foreign supplies, if applicable.

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE3S1-21-D-Z132 / P00017

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(iii) Identification of the carrier.

(iv)(A) For direct shipments to a U.S. military installation, the notation: "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR Part 142 and notify Commander, Defense Contract Management Agency (DCMA), St. Louis, MO, ATTN: Duty Free Entry Team, 1222 Spruce Street, Room 9.300, St. Louis, MO 63103-2812, for execution of Customs Form 7501, 7501A, or 7506 and any required duty-free entry certificates."

- (B) If the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to include the name and address of the contractor, agent, or broker who will notify Commander, DCMA New York, for execution of the duty-free entry certificate. (If the shipment will be consigned to a contractor's plant and no duty-free entry certificate is required due to a trade agreement, the Contractor shall claim duty-free entry under the applicable trade agreement and shall comply with the U.S. Customs Service requirements. No notification to Commander, DCMA New York, is required.)
- $(v) \quad \text{Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight).}$
 - (vi) Estimated value in U.S. dollars.
- (vii) Activity address number of the contract administration office administering the prime contract, e.g., for DCMA Dayton, S3605A.
 - (f) Preparation of customs forms.
 - (1)(i) Except for shipments consigned to a military installation, the Contractor shall-
- (A) Prepare any customs forms required for the entry of foreign supplies into the customs territory of the United States in connection with this contract; and
- (B) Submit the completed customs forms to the District Director of Customs, with a copy to DCMA NY for execution of any required duty-free entry certificates.
- (ii) Shipments consigned directly to a military installation will be released in accordance with sections 10.101 and 10.102 of the U.S. Customs regulations.
- (2) For shipments containing both supplies that are to be accorded duty-free entry and supplies that are not, the Contractor shall identify on the customs forms those items that are eligible for duty-free entry.
 - (g) The Contractor shall-
- (1) Prepare (if the Contractor is a foreign supplier), or shall instruct the foreign supplier to prepare, a sufficient number of copies of the bill of lading (or other shipping document) so that at least two of the copies accompanying the shipment will be available for use by the District Director of Customs at the port of entry;
 - (2) Consign the shipment as specified in paragraph (e) of this clause; and
 - (3) Mark on the exterior of all packages--
 - (i) "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE"; and
- $\hbox{(ii)} \quad \hbox{The activity address number of the contract administration office administering the prime contract.}$
- (h) The Contractor shall notify the Administrative Contracting Officer (ACO) in writing of any purchase of eligible products or qualifying country supplies to be accorded duty-free entry, that are to be imported into the customs territory of the United States for delivery to the Government or for incorporation in end items to be delivered to the Government. The Contractor shall furnish the notice to the ACO immediately upon award to the supplier and shall include in the notice—
 - (1) The Contractor's name, address, and Commercial and Government Entity (CAGE) code;
 - (2) Prime contract number and, if applicable, delivery order number;
 - (3) Total dollar value of the prime contract or delivery order;
 - (4) Date of the last scheduled delivery under the prime contract or delivery order;
 - (5) Foreign supplier's name and address;
 - (6) Number of the subcontract for foreign supplies;
 - (7) Total dollar value of the subcontract for foreign supplies;
 - (8) Date of the last scheduled delivery under the subcontract for foreign supplies;
 - (9) List of items purchased;

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE3S1-21-D-Z132 / P00017

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- (10) An agreement that the Contractor will pay duty on supplies, or any portion thereof, that are diverted to nongovernmental use other than—
 - (i) Scrap or salvage; or
 - (ii) Competitive sale made, directed, or authorized by the Contracting Officer;
 - (11) Country of origin; and
 - (12) Scheduled delivery date(s).
- (i) This clause does not apply to purchases of eligible products or qualifying country supplies in connection with this contract if—
- (1) The supplies are identical in nature to supplies purchased by the Contractor or any subcontractor in connection with its commercial business; and
- (2) It is not economical or feasible to account for such supplies so as to ensure that the amount of the supplies for which duty-free entry is claimed does not exceed the amount purchased in connection with this contract.
 - (j) The Contractor shall-
 - (1) Insert the substance of this clause, including this paragraph (j), in all subcontracts for-
 - (i) Qualifying country components; or
- (ii) Nonqualifying country components for which the Contractor estimates that duty will exceed \$200 per unit;
- (2) Require subcontractors to include the number of this contract on all shipping documents submitted to Customs for supplies for which duty-free entry is claimed pursuant to this clause; and
 - (3) Include in applicable subcontracts-
 - (i) The name and address of the ACO for this contract;
- $% \left(100\right) =0$ (ii) The name, address, and activity address number of the contract administration office specified in this contract; and
 - (iii) The information required by paragraphs (h)(1), (2), and (3) of this clause.

(End of clause)

II. All other terms and conditions remain the same.