

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
J

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2. AMENDMENT/MODIFICATION NO. P00003		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 SUBSISTENCE SUPPLY CHAIN 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Initiator: Steven Hoenes PSPTRCC Tel: 215-737-3726 Email: Steven.Hoenes@dla.mil	CODE	SPE3S1	7. ADMINISTERED BY (If other than Item 6) DLA TROOP SUPPORT SUBSISTENCE SUPPLY CHAIN 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA	CODE SPE3S1

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) STERLING BV, INC. DBA STERLING FOODS 1075 ARION PKWY SAN ANTONIO TX 78216-2883 USA	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. SPE3S1-21-D-Z135
		10B. DATED (SEE ITEM 13) 2021 SEP 20
CODE 7R8H1	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.

<u>CHECK ONE</u>	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: FAR 52.212-4 (c) - Changes
	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) Katherine Knecht	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Katherine Knecht</i> (Signature of Contracting Officer)	16C. DATE SIGNED 2021 DEC 09

Part 12 Clauses

I. The following applies to contract SPE3S1-21-D-Z135:

A. Solicitation SPE3S1-21-R-0003, Page 21 of 115, delete:

“**MARKING:** Shipping containers shall be marked in accordance with DLA Troop Support Form 3556, Marking Instructions for Boxes, Sacks, and Unit Loads of Perishable and Semiperishable Subsistence.”

and insert:

“**MARKING:** Shipping container markings shall be as follows:

A. Shipping containers that are not being shipped to ration assemblers shall be marked in accordance with DLA Troop Support Form 3556, Marking Instructions for Boxes, Sacks, and Unit Loads of Perishable and Semiperishable Subsistence.

B. Shipping containers that are shipped to ration assembly contractors are permitted to have alternative markings that have been agreed upon by each assembler and the GQAR. A copy of this agreement shall be provided to the contracting officer prior to any shipment with alternative markings. In addition, any alternative markings shall comply with all applicable Federal and State mandatory requirements. This requirement shall remain in place for the duration of this contract or until further notice.”

B. Solicitation SPE3S1-21-R-0003, page 33 of 115, delete:

“**D. Government Verification Inspection.** Government verification inspection (conducted by the GQAR or Government laboratory) shall be withheld, at a minimum, until the contractor's completed lot submittal package, including, but not limited to, inspection results and/or in-process verification documentation as authorized for the contractor's Inspection and Acceptance Program option is presented to the Government's Quality Assurance Representative (GQAR). Unless otherwise authorized, in writing, by the contracting officer, the GQAR and/or Government laboratory shall not perform Government verification inspection/testing unless documentation contained in the contractor's lot submittal package provided to the GQAR indicates conformance to ALL contractual requirements.”

and insert:

“**D. Government Verification Inspection.** Government verification inspection, tests and exams conducted by either the Government's Quality Assurance Representative (GQAR) or Government designated laboratory, shall be withheld, at a minimum, until documentation of the contractor's conforming and completed inspection results are presented to the GQAR. Unless otherwise authorized, in writing, by the contracting officer, neither the GQAR nor the Government laboratory shall perform Government verification inspection until such time as the contractor's lot submittal package, the package including the documented results of all inspections required to be performed by the contractor, is provided to the GQAR and the inspection results contained therein indicate conformance to ALL applicable contractual requirements. Submit requests for Contracting Officer authorization using template “REQUEST FOR EARLY GOVERNMENT INSPECTION”.

Standby inspection samples. The Government reserves the right to withdraw and hold, for inspection purposes, standby samples of components or finished products or both. Samples not used will be returned to the contractor.”

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Part 12 Clauses (CONTINUED)

C. Solicitation SPE3S1-21-R-0003, page 42 of 115, in “L. Periodic Review Samples”, delete:

“Six samples selected by USDA/AMS will be sent to:
Operational Rations Lead Person, Michael Lynch (three samples)
Operational Rations Marketing Specialist, Louis Obot (one sample)
Agricultural Commodity Grader Staff Assistant, Benjamin Jackson (one sample)
USDA Area Office Officer-in-Charge (one sample) “

and insert:

“Six samples selected by USDA/AMS will be sent to:
Operational Rations Marketing Specialist, Anthony Foresi (three samples)
Operational Rations Marketing Specialist, Louis Obot (one sample)
Operational Rations Marketing Specialist, Luke Smith (one sample)
USDA Area Office Officer-in-Charge (one sample)”

D. Solicitation SPE3S1-21-R-0003, page 42 of 115, in “L. Periodic Review Samples”, at end of Natick mailing address, add: “POC: (508) 233-5037”

E. Solicitation SPE3S1-21-R-0003, page 48 OF 115, delete provision titled “DLA Provision 9044 Sanitary Conditions (APR 2014)”, and insert the following provision, titled “9044 SANITARY CONDITIONS (JUL 2021)”:

“9044 SANITARY CONDITIONS (JUL 2021)

(a) Food establishments.

(1) All establishments and distributors furnishing subsistence items under DLA Troop Support contracts are subject to sanitation approval and surveillance as deemed appropriate by the Military Medical Service or by other Federal agencies recognized by the Military Medical Service. The Government does not intend to make any award for, nor accept, any subsistence products manufactured, processed, or stored in a facility which fails to maintain acceptable levels of food safety and food defense, is operating under such unsanitary conditions as may lead to product contamination or adulteration constituting a health hazard, or which has not been listed in an appropriate Government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the U.S. Army Public Health Center (USAPHC) Circular 40-1, Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement, (Worldwide Directory) available at: <https://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDAApprovedFoodSources.aspx>. Compliance with the current edition of DoD Military Standard 3006, Sanitation Requirements for Food Establishments, is mandatory for listing of establishments in the Worldwide Directory. Suppliers also agree to inform the Contracting Officer immediately upon notification that a facility is no longer sanitarily approved and/or removed from the Worldwide Directory and/or other Federal agency's listing, as indicated in paragraph (2) below. Suppliers also agree to inform the Contracting Officer when sanitary approval is regained and listing is reinstated.

(2) Establishments furnishing the products listed below and appearing in the publications indicated need not be listed in the worldwide directory. Additional guidance on specific listing requirements for products/plants included in or exempt from listing is provided in Appendix A of the worldwide directory.

(i) Meat and meat products and poultry and poultry products may be supplied from establishments which are

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Part 12 Clauses (CONTINUED)

currently listed in the “Meat, Poultry and Egg Inspection Directory”, published electronically by the U. S. Department of Agriculture, Food Safety and Inspection Service (USDA, FSIS), (available at: <https://www.fsis.usda.gov/inspection/establishments/meat-poultry-and-egg-product-inspection-directory>). The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to the Federal Meat and Poultry Products Inspection Acts must be listed in the Worldwide Directory for those items.

(ii) Intrastate commerce of meat and meat products and poultry and poultry products for direct delivery to military installations within the same state (intrastate) may be supplied when the items are processed in establishments under state inspection programs certified by the USDA as being “at least equal to” the Federal Meat and Poultry Products Inspection Acts. The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

(iii) Shell eggs may be supplied from establishments listed in the USDA, Agriculture Marketing Service (AMS) interactive resource “Meat, Poultry and Shell Egg Plants”, located at: https://apps.ams.usda.gov/plantbook/Query_Pages/PlantBook_Query.asp.

(iv) Egg products (liquid, dehydrated, frozen) may be supplied from establishments listed in the “Meat, Poultry and Egg Product Inspection Directory” published electronically by the USDA FSIS (available at: <https://www.fsis.usda.gov/inspection/establishments/meat-poultry-and-egg-product-inspection-directory>). All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

(v) Fish, fishery products, seafood, and seafood products may be supplied from establishments listed in the “U.S. Department of Commerce, Approved Establishments”, published electronically by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration Fisheries (USDC, NOAA) (available at: <https://www.fisheries.noaa.gov/resource/document/us-department-commerce-approved-establishments>). All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the full name and address of the producing facility.

(vi) Pasteurized milk and milk products may be supplied from plants having a pasteurization plant compliance rating of 90 percent or higher, as certified by a state milk sanitation officer and listed in “Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers” (IMS), published electronically by the U.S. Department of Health and Human Services, Food and Drug Administration (USDHHS, FDA). (available at: <https://www.fda.gov/Food/GuidanceRegulation/FederalStateFoodPrograms/ucm2007965.htm>). These plants may serve as sources of pasteurized milk and milk products as defined in Section I of the “Grade `A' Pasteurized Milk Ordinance” (PMO) published by USDHHS, FDA (available at: <https://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/Milk/default.htm>).

(vii) Manufactured or processed dairy products only from plants listed in Section I of the “Dairy Plants Surveyed and Approved for USDA Grading Service”, published electronically by Dairy Grading Branch, AMS, USDA (available at: <https://apps.ams.usda.gov/dairy/ApprovedPlantList/>) may serve as sources of manufactured or processed dairy products as listed by the specific USDA product/operation code. Plants producing products not specifically listed by USDA product/operation code must be Worldwide Directory listed (e.g., plant is coded to produce cubed cheddar but not shredded cheddar; or, plant is coded for cubed cheddar but not cubed mozzarella). Plants listed in Section II and denoted as “P” codes (packaging and processing) must be Worldwide Directory listed.

(viii) Oysters, clams and mussels from plants listed in the “Interstate Certified Shellfish Shippers Lists” (ICSSL), published by the U.S. Food and Drug Administration, (available at: <https://www.fda.gov/food/federalstate-food-programs/interstate-certified-shellfish-shippers-list>).

(3) Establishments exempt from Worldwide Directory listing. Refer to AR 40-657/NAVSUPINST 4355.4H/MCO P1010.31H, Veterinary/Medical Food Safety, Quality Assurance, and Laboratory Service, for a list of establishment types that may be exempt from Worldwide Directory listing. AR 40-657 is available from National

Part 12 Clauses (CONTINUED)

Technical Information Service, 5301 Shawnee Road, Alexandria, VA 22312 ; 1-888-584-8332 ; or download the publication from web site: (<https://armypubs.army.mil/>). For the most current listing of exempt plants/products, see the Worldwide Directory (available at: <https://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDApprovedFoodSources.aspx>).

(4) Subsistence items other than those exempt from listing in the Worldwide Directory, bearing labels reading “Distributed By”, “Manufactured For”, etc., are not acceptable unless the source of manufacturing/processing is indicated on the label or on accompanying shipment documentation.

(5) When the Military Medical Service or other Federal agency acceptable to the Military Medical Service determines the levels of food safety and food defense of the establishment or its products have or may lead to product contamination or adulteration, the Contracting Officer will suspend the work until such conditions are remedied to the satisfaction of the appropriate inspection agency. Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the Contractor to request an extension of any delivery date. In the event the Contractor fails to correct such objectionable conditions within the time specified by the Contracting Officer, the Government shall have the right to terminate the contract in accordance with the “Default” clause of the contract.

(b) Delivery conveyances.

The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent tampering with and /or adulteration or contamination of the supplies, and if applicable, equipped to maintain a prescribed temperature. The delivery conveyances shall be subject to inspection by the government at all reasonable times and places. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, adulteration, constitute a health hazard, or the delivery conveyance is not equipped to maintain prescribed temperatures, or the transport results in product ‘unfit for intended purpose’, supplies tendered for acceptance may be rejected without further inspection.”

F. Solicitation SPE3S1-21-R-0003, page 52 of 115, ATTACHMENTS, insert:

“ATTACHMENT 6 “REQUEST FOR EARLY GOVERNMENT INSPECTION”, posted at: <https://www.dla.mil/TroopSupport/Subsistence/Operationalrations/mre/mreci.aspx>”

Attachments**List of Attachments**

Description	File Name
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Attachments (CONTINUED)

Description	File Name
ATTACH_Contractor_signed_SF30	contractor signed mod 3.pdf