

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
J

**PAGE 1 OF 8**

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 SUBSISTENCE SUPPLY CHAIN 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Initiator: Priscilla Reed PSPTRC6 Tel: 215-737-2869 FAX: 215-737-4115 Email: PRISCILLA.REED@DLA.ML		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)  SO-PAK-CO, INC. DBA SOPAKCO PACKAGING 118 S CYPRESS ST MULLINS SC 29574-3004 USA		(X)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. SPE3S1-22-D-Z146
			10B. DATED (SEE ITEM 13)  2021 NOV 02
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 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 52.245-2 GOVERNMENT PROPERTY
	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)  Priscilla Reed	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Priscilla Reed</i> (Signature of Contracting Officer)	16C. DATE SIGNED  2022 JAN 19

All terms and conditions of the subject contract remain the same except the following:.

Government Rental Agreement

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_ 2022, by and between the United States Government through its agency, the Defense Logistics Agency Troop Support, Philadelphia (DLA Troop Support) an operational component of the Defense Logistics Agency (DLA), by its authorized agent, the Procurement Contracting Officer (PCO) (hereinafter referred to as the "Government") and SOPAKCO Inc. (hereinafter called the contractor.)

WITNESSETH THAT,

1.The Government and the Contractor hereby agree to the following terms and conditions hereinafter set forth, for the use of the personal property listed in paragraph 2 hereof.

2.ASSETS.

This agreement authorizes the Contractor to take possession of and retain on the premises described below (the approved premises) the Multivac R530 Horizontal Form Fill and Seal Machines, serial number 667 (the equipment or the property) for the period specified in paragraph 9 below. The approved premises shall be the Contractor's plant located at: SOPAKCO Inc., 118 South Cypress Street, Mullins, SC 29574.

3.INSTALLATION:

If installation is needed, the Contractor shall be responsible for all costs to install the equipment and prepare for its operation.

4.Upon commencement of the term of this agreement, the Contractor shall retain possession of the equipment "as is" without warranty, express or implied, on the part of the Government as to condition or fitness for any purpose. Accountability of the property shall be established by execution of this agreement. Spares support of the machinery shall be in accordance with Paragraph 7 of this agreement.

5.USAGE.

a.Government Use.Approval for the use of the equipment on Government contracts will be freely granted, but the Procurement Contracting Officer (PCO) must authorize such use in any supply contract on which the equipment will be used (See FAR 45.402). Unless the use of the equipment is authorized by a clause in the supply contract, the contractor desiring to use the equipment must request written authorization by the contracting officer cognizant of the equipment (the equipment contracting officer). If authorization is granted, it will be implemented by a modification to the supply contract.

b.Commercial Use Up To 25%.

Commercial use is also encouraged and is hereby authorized, but for a total period of use not to exceed thirteen weeks (25%) of the contractor's normal work schedule in any fiscal year (See FAR 45.301). That is, for a contractor running five eight-hour shifts per week, the use here authorized should not exceed sixty-five eight-hour shifts in a fiscal year (Any portion of a shift shall be counted as a whole shift for the purpose of calculating this limitation. A fiscal year is 365 days from the inception of the agreement, including day one (or 366 days if the fiscal year includes a February 29th). The contractor shall keep an accurate record of all use. Any questions about the computation of the 25% limitation should be directed to the equipment Contracting Officer either before the commencement of this agreement or as soon as possible thereafter.

c.Commercial Use Exceeding 25%.

DLA Troop Support has been delegated the approval for commercial use. DLA Troop Support must approve commercial use exceeding 25% of the time available for use, as determined in accordance with FAR 45.301. A contractor desiring to exceed that limit should therefore request from the PCO permission to do so, and such requests should comply with the requirements of FAR 45.301, should specify the duration of use exceeding 25% requested and should be submitted at least six weeks before the projected use.

6.RESTRICTIONS.

a.The property shall be restricted to the limitations of the applicable Multivac R530 Technical Manuals and applicable FDA and USDA regulations.

b.Qualified operators and technicians shall be the only persons permitted to operate or make repairs on this property.

c.The Contractor is not authorized to effect any nonstandard modifications to the property without the written consent of the Contracting Officer.

7.SPARES AND SUPPORT EQUIPMENT.

The contract by which the Government purchased this property includes spare parts to maintain this property. In the event a manufacturer furnished spare part is either damaged or consumed during this agreement; the Contractor shall repair or replace that item at no cost to the Government. Attachment 1 lists the parts furnished by the Government or the equipment manufacturer and delivered to the contractor. The Contractor shall provide a list of all spare parts being returned to the Government upon the return of such property.

8.RIGHT OF PREEMPTIVE USE.

**CONTINUED ON NEXT PAGE**

The equipment's primary purpose is to augment the surge capacity available to the Government. Since the government expects to authorize use of the equipment for commercial contracts, the Government reserves the right to preempt such use whenever, in the judgment of the Contracting Officer, exigent circumstances require that the equipment be reserved solely for Government contracts. In such instances, the Contracting Officer will provide two weeks written notice to the Contractor that the Government is exercising its right of preemptive use. At the end of that two-week period, use of the equipment for commercial contracts shall cease and it may be used only as directed by the Contracting Officer. The Contractor should consider this right of preemptive use and must provide for it in any commercial contract for which it intends to use the equipment. A shared production agreement or some similar arrangement is recommended.

#### 9. PERIOD OF AGREEMENT.

This agreement shall be for a term of one year from its effective date, which shall be the date the Contractor's offer (this document signed by the Contractor) is executed by the PCO, which shall be not more than 30 days after the offer is submitted to the Government. The agreement shall be terminable at any time during the year by either party giving to the other two weeks (fourteen calendar days) written notice of termination. The notice period will begin when it is received; day one will be the day after receipt; and the agreement will expire at the end of the fourteenth calendar day after receipt. In the absence of such notice, the agreement shall renew for an additional period of one year, and so on from year to year, until either party shall give the other two weeks written notice of termination. This agreement constitutes general authorization for the contractor to have possession of the equipment on the approved premises. Authorization for use must be specifically requested and granted as provided in paragraph 5, Usage, above, except to the extent authorization is specifically granted in that paragraph.

#### 10. RENTAL CHARGES.

a. The Contractor shall pay the Government a rental fee (rent) based on the use of the equipment in any non-government work. The usage fee shall be \$195.00 for any 8-hour shift or part thereof, or \$243.75 for any 10-hour shift or part thereof. The rental fee shall be calculated as follows:

Monthly Rent: Number of 8 hour shifts X \$195.00 = Rental Fee.  
Number of 10 hour shifts X \$243.75 = Rental Fee.

b. The Contractor shall be responsible for maintaining usage records and providing such records, which are certified by the resident USDA Inspector or designated DCMC official, to the PCO (Attn: Priscilla Reed) with a statement describing the rental fee due, and a certified check in accordance with Paragraph 10 f. This documentation and payment shall be provided to the Government on or before the 10th day after each calendar month. For any month in which the contractor has no non-government use, the contractor shall forward a statement of non-usage no later than the 10th day after each such month.

c. This rental assessment does not limit the Government's right to reassess a higher rental fee if subsequent information demonstrates that a higher rental fee was due in accordance with calculation in Paragraph 10.a.

d. The rental accrued at the expiration, termination or revocation of this agreement, shall be paid to the Government on or before the 10th day thereafter.

e. Failure of the Contractor to provide the information required by paragraph b, above, to the PCO (Attn: Priscilla Reed) by the 10th of each succeeding month shall result in a rental charge for the month not reported on, of \$3,750.00, which equals 1% of the purchase price.

f. Payment of rent for the equipment and spare parts will be made by check in the following manner:

(i). For the Multivac R530 use cost under paragraph 5 above submit to:

THRU  
DLA TROOP SUPPORT (FTRC)  
700 Robbins Avenue, Building 6B,  
Attn: Priscilla Reed  
Philadelphia, PA 19111-5092

TO  
DFAS Columbus Center  
Gulf Coast C&A Division  
P.O. Box 182231  
Columbus, OH 43218-2231

(ii). Payment shall be annotated to indicate the Agreement Number (contract & modification number). The payment should indicate any offsets authorized in the agreement.

#### 11. VALUE OF THE PROPERTY.

In the event of loss of the Multivac R530, the indemnification value to the U.S. Government shall be \$375,000.00.

#### 12. MAINTENANCE OF GOVERNMENT PROPERTY.

The Contractor shall maintain the property in accordance with the appropriate Multivac Technical Manuals. The Contractor shall not cause any loss of coverage under the manufacturer's warranty. Should coverage under the warranty be lost, the Contractor shall be responsible for replacing any part that would be otherwise covered under the warranty. If replacement of a Multivac R530 component is required to maintain the Multivac R530 in usable condition, the warranty provisions from the manufacturer will be used to effect replacement. In the event that the warranty has expired or does not cover the damaged part and the damage is not caused by the negligence of the Contractor or his

agents or employees, the Contractor is authorized to purchase the required part and deduct the amount of that part from the above monthly rate once the part has been delivered. If there are no commercial charges for that month, the Contractor shall carry over the amount until there is a month that has commercial charges. The replacement cost may be used as a credit only to offset rental costs. In no case will the spare part replacement be reimbursable. The Government will not provide replacement components. The determination as to the cause of the part's damage or failure is the responsibility of the Contracting Officer or designee.

13. CONDITIONS FOR RETURN OF MULTIVAC R530 TO THE U.S. GOVERNMENT.

Any repair or maintenance work required to be performed before returning property to the Government is a contractor's cost. The equipment shall be inspected by a Government representative designated by the Contracting Officer and returned to the U.S. Government via DD Form 1149.

14. The Contractor will provide operators, additional parts and maintenance at no cost to the Government.

15. The Contractor, at his own expense, shall store and maintain the equipment in good condition and repair and make all necessary replacement of components and parts during the term of the agreement. The Contractor shall furnish all lubricants, maintenance and shop usage items. The Contractor shall assume all charges for the use or maintenance of this equipment during the term of this agreement. Maintenance shall be in accordance with good manufacturing practices and paragraph 18. Contractor shall, during the term of this agreement, make no changes or alterations in the equipment, except with written consent of the Contracting Officer.

16. The Contractor shall not mortgage, pledge, assign, transfer, sublet or part with possession of the equipment in any manner to any third party either directly or indirectly, except that this provision shall not preclude the Contractor from permitting the use of the equipment by a third party with the prior written approval of the Contracting Office, and the Contractor shall not do or suffer anything whereby any of the equipment shall or may be encumbered, seized, taken in execution, attached, destroyed or injured.

17. After taking possession as provided in clause 4, the Contractor shall be solely responsible for the equipment until it is returned to the Government as provided for in this agreement. The equipment shall be returned in as good a condition as when received, reasonable wear and tear excepted. If the Contractor fails to return the equipment, the Contractor shall pay to the government the amount specified in paragraph 11 above, as the value of the equipment less the amount determined by the Contracting Officer to represent reasonable wear and tear for the period during which the equipment was usable. If the Contractor returns the equipment in other than as good a condition as when received, reasonable wear and tear excepted, the Contractor shall pay to the government the amount specified in paragraph 11 as the value of the equipment less both the amount determined by the Contracting Officer to represent reasonable wear and tear for the period during which the equipment was usable and the scrap value of the equipment.

18. The Contractor shall take all steps necessary to protect the interests of the Government in the equipment, and the Contracting Officer may require the Contractor, at its own expense, to take reasonable measures, including but not limited to the procurement of insurance as may be necessary to protect such interest.

19. On or before the last day of the term of this agreement or, in the event of earlier termination, as soon after termination as possible, the Contractor shall return the equipment to the location designated by the Contracting Officer. The Contractor shall be responsible and pay for all costs, including packaging, handling and transportation charges, to deliver the equipment to the designated location, except that the Contractor's responsibility for return transportation charges shall not exceed the amount required to return the property to DLA Troop Support, Philadelphia, PA. In the event the Government incurs any packaging, handling or transportation costs in the return of the property, the Contractor shall promptly reimburse the Government upon presentation of a statement thereof. In the event a return location is not provided by the Contracting Officer before the completion or revocation of this agreement, the Contractor agrees to continue to store, maintain, prepare for shipment and assume full responsibility and liability for the property, at no cost to the Government, for a period up to 60 days after expiration or revocation of this agreement.

20. The property is provided without operators. Any operators deemed incompetent by the Contracting Officer shall be barred from using the equipment.

21. In addition to the requirements set forth in any other part of this Agreement, the Contractor shall submit reports and records as required by FAR 52.245-2 Government Property (Fixed Price Contracts). These records shall be submitted in duplicate to the Administrative Contracting Officer (ACO) or his/her designee. The ACO shall provide a copy to Tiendung Nguyen, DLA Troop Support Attn: FTRC, 700 Robbins Avenue, Building 6B, Philadelphia, PA 19111-5092.

22. Upon request of the Contractor, the Contracting Officer shall furnish without charge, copies of drawings, specifications, or instructions as the Contractor may require for the operation of repair of the equipment and as, in the discretion of the Contracting Officer, may be reasonably available.

23. INDEMNIFICATION.

The Contractor shall indemnify and hold the Government harmless against claims (including reasonable expenses of litigation and/or settlement) for damages to the equipment of the Contractor or claims by third persons (including officers, agents, servants or employees of the Contractor) for death, personal injury, loss of or damage to equipment arising from Contractor's authorized or unauthorized use of the equipment and occurring during the term of the agreement. The Contractor shall assume all risk of loss, damage or destruction to the equipment. Nothing contained in this paragraph shall be deemed to affect liability of the government to its own employees. In the event of a claim or notice of legal action arising under this agreement, the party (Government or Contractor) first receiving notice of the action shall notify the other as soon as possible after receipt of said claim or notice.

24. At all times, the Contracting Officer (or authorized designee) shall have access to the job site whereon any of the

equipment is situated for the purposes of inspecting or inventorying the same, or for the purpose of removing the same in the event of the termination of the agreement.

25.CONTROL AND MAINTENANCE OF GOVERNMENT PROPERTY.

The contractor shall be solely responsible for the storage and maintenance of the equipment at no cost to the Government. The provisions of Subpart 45.5 of the Federal Acquisition Regulations (FAR) and the DOD FAR Supplement that set forth requirements for establishing and maintaining control over Government equipment are incorporated by reference and made part hereof.

26.ADJUSTMENT OF RENTALS - STATE OR LOCAL TAXATION.

Except as may be otherwise provided, the rental rates established in this agreement do not include any State or local tax on the equipment herein. If and to the extent that the State and local government hereinafter make such equipment taxable by Act of Congress, then in such event the agreement shall be renegotiated.

27.Except as otherwise specified in this agreement, all notices to either of the parties to this agreement shall be sufficient if mailed in a sealed postpaid envelope addressed as follows:

To the Contractor

Sopakco, Inc.  
118 South Cypress Street  
Mullins, SC 29574-3004

To the Government

Mr. Tiendung Nguyen  
DLA Troop Support  
Attn: Operational Rations - FTRC  
700 Robbins Avenue, Building 6B  
Philadelphia, PA 19111-5092

28.DEFINITIONS.

As used throughout this agreement, the following terms shall have the meanings set forth below.

a.The term "Contracting Officer" means the person executing this agreement on behalf of the Government, and any other officer or civilian employee who is properly designated Contracting Officer, and the term includes, except as otherwise provided, the authorized representative of the Contracting Officer acting within the limits of his authority.

b.The term "Administrative Contracting Officer" refers to the Contracting Officer who is responsible for administering this agreement.

29.PURPOSE.

The specific purpose of this agreement is to provide the Defense Logistics Agency / DLA Troop Support with surge capability in the event of a contingency, and for the Contractor to develop a commercial business base thereby reducing the Contractor's dependency on the Government, which would strengthen the retort pouch industrial base and reducing costs in the Government.

30.UNAUTHORIZED TO COMMIT U.S. GOVERNMENT.

The Contractor is not authorized to commit the U.S. Government to any transactions. Requests for sale of defense articles will be subject to established review procedures and applicable statutes and regulations.

31.APPROVAL.

This agreement shall be subject to the written approval of the Director of Contracting or his duly authorized representative and shall not be binding until approved.

32.ALTERATIONS.

The following changes were made in this agreement before the parties signed it hereto:

NONE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day and year first above written.

UNITED STATES OF AMERICA

Sopakco Inc.

BY \_\_\_\_\_  
CONTRACTING OFFICER

BY \_\_\_\_\_  
TITLE:

ATTACHMENT 1

CONTINUED ON NEXT PAGE

## MULTIVAC R530 PARTS LIST

Spare parts accompanying the Multivac machine:

One (1) sealbar  
 One (1) set of calrod heaters for the sealbar  
 One (1) sealing die gasket  
 One (1) set of sealbar activating membranes  
 One (1) small parts kit of items as detailed below

Contents of the Multivac spare parts kit with each machine

## PARTSTOCK

QUANTITYDESCRIPTIONDIMENSIONNUMBERNUMBER

020-RINGID12X278.301.0122.00880328  
 100-RINGID26X2MM78.301.0262.00886811  
 050-RINGID28X278.301.0182.00880412  
 100-RINGID40X278.301.0402.00883688  
 100-RINGID58X2MM78.301.0582.00886810  
 050-RINGID70X2MM78.301.0702.00886591  
 200-RINGID10X3MM78.301.0103.00883117  
 200-RINGID14X3MM78.301.0143.00883929  
 200-RINGID22X378.301.0223.00886600  
 200-RINGID30X378.301.0303.00883468  
 200-RINGID44X3MM78.301.0443.00886631  
 100-RINGID55X378.301.0553.00880415  
 020-RINGID75X2.578.301.0752.00886618  
 020-RINGID95X2.5MM78.301.0952.50886611  
 10K-RINGD24/14X8MM78.310.0142.40886809  
 10SHAFT SEAL55/45X7MM78.310.0455.50886808  
 06K-RING40.9/50.9/3.580.209.4010.00880320  
 06K-RING40MM OD80.209.4010.10884177  
 02K-RING60MM OD80.209.4010.30883410  
 02SPRINGD39.8 L6119.781.3840.00880321  
 02SPRINGD49.5X90X4.2519.781.4249.00886534  
 02TENSION SPRINGAD24.8 L15019.784.4024.10880153  
 01KIT-GASKET SETSPG/92154 FOR80.209.4082.18886901  
 01KIT-GASKET SETFOR 8020330510280.209.4082.19886902  
 02BRAKE PIND20X12MM11.531.8410.01886481  
 02PISTON CUP D39X23S/P 16513/3980.275.1113.09883072  
 01TOOTHED BELTW21 L52079.632.2104.00887532  
 01AIR ROLLER VALVESP/92485 1/8"80.255.2112.21885639  
 01KIT-GASKET SETF/AIR SWITCH80.260.4780.32886716  
 01WABCO VALVE 24 VTSTANDARD TYPE80.260.4805.00883670  
 01RELAY(SOLID STATE)85.631.5126.00888503  
 01TOOTHED BELT16X375 AT579.633.2075.41886543  
 01TOOTHED BELT16X660 AT579.633.2132.41886545  
 01PRESSURE SWITCHW/1.5M CABLE11.486.1105.03886270  
 01TOOTHED BELT11X545MM79.633.2109.11886547

## ATTACHMENT 1

## PARTSTOCK

QUANTITYDESCRIPTIONDIMENSIONNUMBERNUMBER

02PROXIMITY SWITCHNT5 30VDC R53085.463.1025.13886846  
 02PROXIMITY SWITCHQM/134/2M F.CYL85.463.1012.00887062  
 01PROXIMITY SWITCHNI10-G19-AP985.463.1015.50882285  
 10G-CARTRIDGE FUSEM 0.2A C 250V85.411.1100.38884812  
 10FUSE2 AMP 250V85.411.1100.48880145  
 10FUSE6.3 AMP 250V85.411.1100.53881746  
 02RELAY (SCHRACK)24VDC STANDARD85.631.5125.10880621  
 01RELAY (KACO) 24VRB51002L70385.631.5125.50884843  
 01RELAY (KACO)RD19420L70185.631.5125.51886140  
 20FORMING GASKET3.2MM SILICONE81.861.1210.32880302  
 01TOOTHED BELT Z5050X1000 AT2079.633.3050.61886655  
 01TOOTHED BELT16X780 AT5Z15679.633.2156.41887560  
 01TOOTHED BELTAT5 16X75079.633.2150.41887848



**SECTION J - LIST OF ATTACHMENTS****List of Attachments**

Description	File Name
ATTACH_SOPAKCO_S_SIGNED_MOD	Non-DoD Source Signed MOD.msg
ATTACH_SOPAKCO_S_SIGNED_GOV_TRENTAL_AGREEMENT	Non-DoD Source Signed Rental Agreement.msg