AMEN	NDMENT OF SOLICITATION	/MODIFICATION C	OF CONTRACT	1. C	CONTRACT ID CO J	DDE	PAGE 1 OF 11
2. AMENDME P00005	ENT/MODIFICATION NO.	3. EFFECTIVE DATE See Blk. 16C	4. REQUISITION/PUR See Block 14	CHASE REQ. NO. 5. PRO		5. PROJEC	TNO. (If applicable)
6. ISSUED B	Y CODE	SPE3S1	7. ADMINISTERED BY (If c	ther than	Item 6)	CODE	SPE3S1
700 ROBBINS PHILADELPHI USA Initiator: Kathe	E SUPPLY CHAIN AVENUE IA PA 19111-5096	knecht@dla.mil	DLA TROOP SUPP SUBSISTENCE SUI 700 ROBBINS AVEI PHILADELPHIA PA USA	PPLY C NUE			
8. NAME AND	ADDRESS OF CONTRACTOR (No., street,	county, State and ZIP Code)	_	(X)	9A. AMENDMEN	T OF SOLICIT	ATION NO.
WORNICK C 4700 CREEF CINCINNATI USA		x -	9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. SPE3S1-22-D-Z147 10B. DATED (SEE ITEM 13) 2021 NOV 02				
CODE 9Y16	62 FAG	CILITY CODE				20211000	02
	11. THIS ITEM	ONLY APPLIES TO A	MENDMENTS OF SC	DLICIT	ATIONS		
Offers must acl (a) By completin or (c) By separa PLACE DESIGI amendment you amendment, an		he hour and date specified in t copies of the amendment to the solicitation and amendr DR TO THE HOUR AND DATE uch change may be made by tr specified. red) APPLIES ONLY TO MO S THE CONTRACT/O	the solicitation or as amende t; (b) By acknowledging rece nent numbers. FAILURE OF SPECIFIED MAY RESULT elegram or letter, provided ea DDIFICATIONS OF C RDER NO. AS DESC	ONTR	a amendment on ACKNOWLEDGMI CTION OF YOUR gram or letter make ACTS/ORDE D IN ITEM 14.	methods: each copy of th ENT TO BE RE COFFER. If by v es reference to	CEIVED AT THE virtue of this the solicitation and this
x	IN ITEM 10A. 52.243-1						
	B. THE ABOVE NUMBERED CONTRACT/OR date, etc.) SET FORTH IN ITEM 14, PURSU/	ANT TO THE AUTHORITY OF F	FAR 43.103 (b).	HANGES	S (such as change	s in paying office	e, appropriation
	D. OTHER (Specify type of modification and						
	CANT: Contractor X is not,	is required to sign this anized by UCF section headin		ntract si	·	es to the iss re feasible.)	uing office.
See Cor	ntinuation Sheet						
	vided herein, all terms and conditions of the do ND TITLE OF SIGNER (<i>Type or print</i>)	ocument referenced in Item 9A	A or 10A, as heretofore char 16A. NAME AND TITLE C Katherine Knecht				
15B. CONTRA	ACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES O Katherine Kr				16C. DATE SIGNED 2022 JAN 27

NSN 7540-01-152-8070
Previous edition unusable

(Signature of person authorized to sign)

(Signature of Contracting Officer)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE3S1-22-D-Z147 / P00005	PAGE 2 OF 11 PAGES
. The following applies to a . The PCRs listed below has n the Subsistence Frozen Si	contract SPE3S1-22-D-Z147: s been updated and incorporated into this contract. A copy of t te: http://www.dla.mil/TroopSupport/Subsistence/Operational-rat	these documents is availab tions/frozen/
. PCR-S-002 Spaghetti with Main PCR-M-015 Meatballs in Main Main Main Main Main Main Main M	s, and Vegetables, in Sauce tty, Maple Flavored Brown Rice and Beans odles, and Vegetables, in Sauce Beef and Sauce rinara Sauce	
	Beef and Black Beans with Sauce	
I. All terms and conditions	of the subject contract remain the same except for the following	ing:

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	SPE3S1-22-D-Z147 / P00005	

SECTION C - SPECIFICATIONS/SOW/SOO/ORD

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 The Wornick Company (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 640 (the equipment or the property) for the period specified in paragraph 9 below. The approved premises shall be the Contractor's plant located at: The Wornick Company, 4700 Creek Rd, Cincinnati, OH 45242-2808.

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.

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 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 nongovernment 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: Katherine Knecht) 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: Katherine Knecht) 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:

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SECTION C - SPECIFICATIO	NS/SOW/SOO/ORD (CONTINUED)	
700 Robbir Attn: Ms. K	Troop Support (FTRC) ns Avenue, Building 6B, atherine Knecht ia, PA 19111-5092	
TO DFAS Columbus Cer Gulf Coast C&A Division P.O. Box 182231 Columbus, OH 43218-22		
	shall be annotated to indicate the Agreement Number (contra payment should indicate any offsets authorized in the agreeme	
11. VALUE OF THE PROP	ERTY.	
In the event of loss of \$375,000.00.	of the Multivac R530, the indemnification value to the U.S. Gov	vernment shall be
12. MAINTENANCE OF GC	VERNMENT PROPERTY.	
The Contractor shall under the warranty b covered under the w Multivac R530 in usa replacement. In the is not caused by the purchase the require been delivered. If th amount until there is only to offset rental on not provide replacement	I maintain the property in accordance with the appropriate Mul I not cause any loss of coverage under the manufacturer's war be lost, the Contractor shall be responsible for replacing any provent able condition, the warranty provisions from the manufacturer event that the warranty has expired or does not cover the dar negligence of the Contractor or his agents or employees, the ed part and deduct the amount of that part from the above mor here are no commercial charges for that month, the Contractor a month that has commercial charges. The replacement cos costs. In no case will the spare part replacement be reimbursa nent components. The determination as to the cause of the part the Contracting Officer or designee.	rranty. Should coverage art that would be otherwise uired to maintain the will be used to effect naged part and the damage Contractor is authorized to othly rate once the part has shall carry over the t may be used as a credit able. The Government will

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 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 determined by 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 Contractor for the period during which the equipment reasonable wear and tear excepted, the period during 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 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, Philadelphia, Attn: DLA Troop Support -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 The Wornick Company 4700 Creek Rd Cincinnati OH 45242-2808

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

COPY DCMA Dayton Building 30 Area A 1725 Van Patton Dr Wright Patterson AFB OH 45433-5302

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, Philadelphia 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 The Wornick Company

BY _____ BY _____ CONTRACTING OFFICER TITLE:

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SECTION C - SPECIFICATIO	NS/SOW/SOO/ORD (CONTINUED)	
ATTACHMENT 1		
	MULTIVAC R530 PARTS LIST	
Spare parts accompanying	the Multivac machine:	
One (1) sealbar One (1) set of calrod heate One (1) sealing die gasket One (1) set of sealbar activ		
One (1) small parts kit of it		
Contents of the Multivac sp	are parts kit with each machine	
PART STOCK QUANTITY DESCRIPTION D	DIMENSION NUMBER NUMBER	
01 KITGASKET SET SPG/ 01 KITGASKET SET FOR 02 BRAKE PIN D20X12MM 02 PISTON CUP D39X23 S/F 01 TOOTHED BELT W21 L52 01 AIR ROLLER VALVE SPG 01 KITGASKET SET F/AIR 01 WABCO VALVE 24 VT ST 01 RELAY (SOLID STATE)	01.0262.00 886811 0182.00 880412 0402.00 883688 01.0582.00 886810 01.0702.00 886591 01.0103.00 883117 01.0143.00 883929 0223.00 886600 0303.00 883468 01.0443.00 886631 0553.00 880415 1.0752.00 886618 3.301.0952.50 886611 8.310.0142.40 886809 M 78.310.0455.50 886808 0.209.4010.00 880320 09.4010.10 884177 09.4010.30 883410 81.3840.00 880321 19.781.4249.00 886534 8 L150 19.784.4024.10 880153 92154 FOR 80.209.4082.18 886901 80203305102 80.209.4082.19 886902 11.531.8410.01 886481 2 16513/39 80.275.1113.09 883072 20 79.632.2104.00 887532 6/92485 1/8" 80.255.2112.21 885639 SWITCH 80.260.4780.32 886716 ANDARD TYPE 80.260.4805.00 883670	

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- 01 TOOTHED BELT 16X660 AT5 79.633.2132.41 886545
- 01 PRESSURE SWITCH W/1.5M CABLE 11.486.1105.03 886270
- 01 TOOTHED BELT 11X545MM 79.633.2109.11 886547

ATTACHMENT 1

PART STOCK QUANTITY DESCRIPTION DIMENSION NUMBER NUMBER

- 02 PROXIMITY SWITCH NT5 30VDC R530 85.463.1025.13 886846
- 02 PROXIMITY SWITCH QM/134/2M F.CYL 85.463.1012.00 887062
- 01 PROXIMITY SWITCH NI10-G19-AP9 85.463.1015.50 882285
- 10 G-CARTRIDGE FUSE M 0.2A C 250V 85.411.1100.38 884812
- 10 FUSE 2 AMP 250V 85.411.1100.48 880145
- 10 FUSE 6.3 AMP 250V 85.411.1100.53 881746
- 02 RELAY (SCHRACK) 24VDC STANDARD 85.631.5125.10 880621
- 01 RELAY (KACO) 24V RB51002L703 85.631.5125.50 884843
- 01 RELAY (KACO) RD19420L701 85.631.5125.51 886140
- 20 FORMING GASKET 3.2MM SILICONE 81.861.1210.32 880302
- 01 TOOTHED BELT Z50 50X1000 AT20 79.633.3050.61 886655
- 01 TOOTHED BELT 16X780 AT5 Z156 79.633.2156.41 887560
- 01 TOOTHED BELT AT5 16X750 79.633.2150.41 887848