

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

**PAGE 1 OF 4**

2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE	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	CODE SPE3S1	7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO. SPE3S120R0005
	<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 2020 JUN 09
	<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.
	<input type="checkbox"/>	10B. DATED (SEE ITEM 13)
CODE	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 1 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 APPLIES ONLY TO MODIFICATIONS 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 type="checkbox"/>	
<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 issuing office.

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

Opening/Closing Date Changed to:  
2020 JUN 09 / 2020 JUL 23  
TIME 3:00 PM  
See Attached Continuation Sheet(s).

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)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
<i>(Signature of person authorized to sign)</i>		<i>(Signature of Contracting Officer)</i>	

All terms and conditions of subject solicitation remain the same except for the following changes:

1.The provision FAR 52.229-11 Tax on Certain Foreign Procurements–Notice and Representation, and new clause, FAR 52.229-12 Tax on Certain Foreign Procurements are hereby incorporated by reference to subject solicitation.

2.Page 13, delete clause 52.219-16 Liquidated Damages - Subcontracting.

3.The Procurement Note Economic Price Adjustment (EPA) - Department of Labor Index (AUG 2017) on pages 27 - 29 and all references to this EPA in the solicitation are hereby deleted and replaced with the following:

ECONOMIC PRICE ADJUSTMENT (EPA) - UNITIZED GROUP RATION (UGR)

(a) Warranties: For the portion of the schedule that is covered by this EPA language, the Contractor warrants that the unit prices included in the Schedule does not include allowances for any portion of the contingency covered by this EPA language.

(b) Base unit price: The base unit prices for the purpose of the adjustment calculations under this EPA language shall be the arithmetic average of the weekly or monthly prices of each applicable economic indicator only (e.g. an average of egg indices for egg products, pork belly indices for pork products, and skim milk and butterfat indices for milk products) only for the period specified under the "BASE Unit Price" column in paragraph (b) immediately preceding (i) the closing date for proposals, (if no discussions are held), (ii) the due date for final proposal revisions, (if discussions are held), or (iii) the opening date, (if sealed bidding is used).

Item: BIB Dehydrated Egg Mix

EPA Factor: EGG

Economic Indicators: National Liquid Egg, Whole, Weighted Average and National Liquid Egg, White,Weighted Average  
The indicators are published Weekly by USDA in USDA Egg Market News Report.

Base Unit Price: 52 weeks period

Adjusting Unit Price: 52 weeks period

(c) Adjusting unit price: The adjusting unit prices shall be the arithmetic average of the weekly or monthly prices of each applicable economic indicator only for the period specified under the "Adjusting Unit Price" column shown in paragraph (b) immediately preceding the effective date the Tier term is exercised.

(d) An established market price is a price that is established in the course of ordinary and usual trade between buyers and sellers free to bargain and that can be substantiated by data from sources independent of the offeror(s); and the net price after applying any standard trade discounts offered by the Contractor. The established market price under this EPA language may reflect industry-wide and/or geographically based market price fluctuations for commodity groups or specific supplies. The established market price that shall be used for the EPA factors subject to price adjustments under this EPA language, and the economic indicators and publications to be used are listed in paragraph (b) of this EPA language.

(e) With respect to increases or decreases under this EPA language, no adjustment shall be made to the base term contract unit prices. One adjustment calculation shall be made annually to determine the unit prices applicable to the forthcoming Tier term.

(f) EPA allowance factor: For the purpose of price adjustment pursuant to this EPA language, it shall be conclusively presumed that the amount shown under "Portion Subject to EPA" represents the cost of each item that is subject to adjustment. The portion subject to EPA refers to the element of cost for each item that is outside the control of the vendor and in "Schedule B" the offerors will be required to fill in this amount. This is the only portion of the cost that will be subject to the EPA provision. The EPA provisions based on changes in market prices for product material costs such as egg, pork belly, skim milk, and buttermilk, are subject to the EPA, because there is serious doubt concerning the stability of market conditions. The balance of product costs for items such as labor, overhead, General and Administrative (G&A), transportation, and profit are those contingencies that can be included in the contract price and can be identified and covered separately through firm fixed prices. The EPA allowance factor remains fixed throughout the life of the contract unless a Government authorized change is made to the contract which affects this allowance.

(g) Performance requirement: The United States Army Research, Development and Engineering Command (RDECOM) Natick Soldier Center (NSC) who prepares the specifications has moved from Military Specifications to Performance Requirements. The Government no longer states the specific amount of product (egg, pork belly, skim milk, buttermilk etc.) (a unitized group ration item) that goes into a Unitized Group Ration, only an overall amount with a protein and carbohydrate requirement. Meeting the protein and carbohydrate requirement indicates that the Contractor has put in sufficient quantities of required ingredients in the Unitized Group Ration to satisfy the requirement. (Different Contractors will put in differing quantities of egg, pork belly, skim milk, buttermilk etc. to meet the protein and carbohydrate performance requirements). This is why specific weights or quantities cannot be specified in advance in this EPA as would be used in a Military Specification and the cost for the items subject to adjustment will be entered by the Contractor in Section B. The Government performs oversight to ensure that the performance requirements are met or exceeded.

(h) Adjustments shall be calculated as follows: (Round to four decimal places)

(1) Compute the Adjusting Unit Price and the Base Unit Price.

(2)  $(\text{Adjusting Unit Price} - \text{Base Unit Price}) / \text{Base Unit Price} = \text{Market Price Change (+ or -)}$ .

(3)  $\text{Market Price Change} \times \text{Allowance Factor} = \text{Contract Unit Price Adjustment (+ or -)}$  for each item subject to EPA adjustment.

(4) The original Tier unit price(s) for each Tier will be the sum of the firm fixed price portion and the portion subject to the EPA (Allowance Factor). The adjusted unit price(s) for each Tier shall be determined by increasing or decreasing (as appropriate) the Allowance Factor by the Contract Unit Price Adjustment and adding that to the firm fixed price portion agreed to at the time of award for the Tier period being adjusted.

(5) Determine the Contract Price Adjustment by computing the sum total of the price Adjustment of all items subject to EPA.

(i) Price adjustments pursuant to this EPA language shall be made by contract modification showing the calculations used to derive the adjusted contract unit price.

(j) Payments: Payment for items pending adjustment under this EPA language shall be at the existing unadjusted current

unit price until an adjustment modification has been issued. Following issuance of an adjusting contract modification, the Government shall pay the Contractor, upon submission of proper invoices or vouchers, the adjusted price stated in the contract modification for the applicable Tier period. The Contractor represents by submitting its final invoice that the total amount billed under this contract reflects all increases or decreases required or authorized by this EPA language.

(k) Any pricing actions pursuant to the "Changes" clause or other provisions of the contract will be priced as though there were no provisions for economic price adjustment.

(l) No adjustment will be made under this EPA language unless the total change in the contract amount is \$500.00 or more.

(m) Upward ceiling on economic price adjustment: The total increase in any contract unit price shall not exceed 10% per annum of the original Tier unit prices agreed to at time of award. There is no percentage limit on downward adjustments under this EPA language.

(n) Revision of market price indicator: In the event (i) any applicable market price indicator is discontinued or its method of derivation is altered substantially or (ii) the Contracting Officer determines that a particular market price indicator consistently and substantially no longer reflects market conditions, the parties shall mutually agree upon an appropriate and comparable substitute and the contract shall be modified to reflect such substitute effective on the date the indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions.

(o) Disputes: If the parties fail to agree on an appropriate substitute market price indicator or implementation of other matters addressed by this EPA language then the matter shall be resolved in accordance with the Disputes clause of the contract.

(p) Authority to add additional items to this EPA language: Paragraph (b) of this EPA language identifies 3 unique components contained in the ration. These components are selected based on historical data and may not be included in every ration. Refer elsewhere in the solicitation/contract for listing of the exact component makeup. Due to customer requirements, the Contracting Officer may add additional components to the ration. The Contracting Officer will show within paragraph (b) the additional components(s).

(q) Examination of records: The Contractor agrees that the Contracting Officer or designated representative shall have the right to examine the Contractor's books, records, documents, or other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of the clause.

(r) In the event any applicable market price indicator is not published for any week(s), that week will not be included in calculating the base unit price or the adjusting unit price as applicable. For instance, if within a 52 week period an indicator is not published 4 times, the average of the 48 published prices only will be calculated. When a range of prices is provided, for the purposes of the calculations the arithmetic average of the high and low number will be calculated to determine the indicator for that period.

(End of Text)

4. Page 9, 1. Item Description is amended as follows:

1. ITEM DESCRIPTION

NSN: 8910-01-676-3443 - EGG MIX, REDUCED CHOLESTEROL, PASTEURIZED, UNCOOKED, DEHYDRATED, LARGE OPENING FITMENT AND CAP, butter flavored, 476 gm (16.8 oz.) net weight packaged in a Boil-in-Bag (BIB), 2 BIB packages per overwrapped barrier pouch, PCR-E-017B, dated 9 November 2018 with Change 02 dated 22 Jan 2020 (UNITIZED GROUP RATION ONLY).

	Est. Annual Qty.	Unit of Issue	Firm Fixed Price	Portion Subject to EPA "Whole Egg"	Portion Subject to EPA "White Egg"	Total Unit Price
Tier 1 *	117,240	EA	\$ _____	\$ _____	\$ _____	\$ _____
Tier 2 *	117,240	EA	\$ _____			
Tier 3 *	117,240	EA	\$ _____			
Tier 4 *	117,240	EA	\$ _____			

Minimum for 4-year period is: 76,800 EA

Maximum for 4-year period is: 586,280 EA

The unit of issue of "Each (EA)" is comprised of 2 BIB packages per overwrapped barrier foil pouch. \*Offer on each Tier is mandatory. See Procurement Note ECONOMIC PRICE ADJUSTMENT (EPA) - UNITIZED GROUP RATION (UGR) to fill out Portion subject to EPA.

The shelf life requirement of this item is 36 months. All pricing is FOB destination.

5. Page 40, delete paragraph II.B in its entirety. End-item inspection will be used for this item. See paragraph VIII. on page 44 for inspection of the finished product.

6. Page 48, delete paragraph XI.A and replace with the following:

A. INTEGRATED PEST MANAGEMENT

The procedures contained in the "Integrated Pest Management (IPM) Program Requirements for Operational Rations," of April 2011 are required and apply to all Operational Rations components. Each contractor is to have an IPM program in place prior to the initiation of production of Government product. The IPM plan is required to be submitted to DLA Troop Support upon submittal of proposals. Associated pesticide labels and SDS documents are not required but are to be made available upon request by DLA Troop Support. The contractor shall have those documents available for on-site review during a Quality Systems Management Visit (QSMV) or Quality Systems Compliance Audit. In addition, evidence of an insect or rodent infestation, or contamination involving any end item will be cause for rejection of the involved lot. IPM program requirements can be found on the DLA Troop Support website at: [https://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/TS\\_ipm-cpaf\\_171120.pdf](https://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/TS_ipm-cpaf_171120.pdf)

NOTE: PLEASE DISREGARD PAGE 4 OF SUBJECT AMENDMENT

CONTINUED ON NEXT PAGE

**SECTION B**

SUPPLIES/SERVICES: 8910-01-676-3443

ITEM DESCRIPTION:

EGG MIX, REDUCED CHOLESTEROL, PASTEURIZED, UNCOOKED, DEHYDRATED, LARGE OPENING FITMENT AND CAP, butter flavored, 476 gm (16.8 oz.)net weight packaged in a Boil-in-Bag (BIB), 2 BIB packages per overwrapped barrier pouch, PCR-E-017B, dated 9 November 2018 withChange 02 dated 22 Jan 2020 (UNITIZED GROUP RATION ONLY).

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	8910-01-676-3443 EGG MIX	1.000	EA	\$ _____	\$ _____

PRICING TERMS: Firm Fixed Price

QTY VARIANCE: PLUS 2% MINUS 2%

INSPECTION POINT: DESTINATION

ACCEPTANCE POINT: DESTINATION

FOB: DESTINATION DELIVERY DATE: 120 DAYS ADO

PREP FOR DELIVERY:

Packaged in a Boil-in-Bag (BIB), 2 BIB packages per overwrapped barrier pouch,

PARCEL POST ADDRESS:

FOR TRANSPORTATION SEE DLAD DLAD PROC NOTE C19. FOR FIRST DESTINATION TRANSPORTATION SEE DLAD PROC NOTE C20 AND CONTRACT

FREIGHT SHIPPING ADDRESS:

GOVT USE

ITEM	PR	PRLI	External PR	External PRLI	External Material	Customer RDD/ Need Ship Date
0001	1000087524	0001	N/A	N/A	N/A	N/A

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