

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO. P00003
 3. EFFECTIVE DATE See Block 16C
 4. REQUISITION/PURCHASE REQ. NO. _____
 5. PROJECT NO. (If applicable) _____

6. ISSUED BY CODE SPM300
 7. ADMINISTERED BY (If other than Item 6) CODE _____

DLA Troop Support
 Dir of Subsistence, Bldg. 6
 700 Robbins Avenue Phila, PA 19111-5092
 POC: Tina Frederico Phone: 215-737-4545

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 Theodor Wille Intertrade GmbH (TWI)
 Josef Eicher Strasse 14
 60437 Frankfurt-Kalbach, Germany

9A. AMENDMENT OF SOLICITATION NO. _____
 9B. DATED (SEE ITEM 11) _____

10A. MODIFICATION OF CONTRACT/ORDER NO. SPM300-12-D-3481
 10B. DATED (SEE ITEM 13) 1/5/12

CODE DB096 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 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 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)
 97X4930 5CBX 001 2620 S33189

13. THIS ITEM ONLY APPLIES TO MODIFICATION 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.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE (such as changes in paying office, modification date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF 52.212-4 (c) Contract Terms and Conditions-Commercial Items (Feb 2012)

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 page 2 for details. All other terms and conditions remain the same.

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) PATRICK MALCOLM, CEO
 15B. CONTRACT NUMBER
 15C. DATE SIGNED 19 Jun. 2012
 15D. UNITED STATES OF AMERICA
 15E. SIGNATURE OF CONTRACTING OFFICER Tina Frederico
 15F. DATE SIGNED 6/19/12

**THEODOR WILLE INTERTRADE (TWI)
Modification P00003**

1. Subject contract is hereby modified to incorporate the supplemental agreement between the parties for costs and conditions pertaining to TWI's Supply Chain Integration (SCI) Services (Kyrgyzstan (KG) Only) proposal to support USCENTCOM Command Policy Letter Number 40, Acquisition of Products and Services, Produced in the Central Asian States (CAS), "Central Asian States Procurement Initiative".
2. In accordance with this agreement and in addition to what base contract, SPM300-12-D-3481 requires, TWI is responsible for the increased scope of work identified below:
 1. Locating sources/suppliers in the Central Asian State of KG
 2. Pre-qualifying local KG suppliers through registration, risk assessment, and site visits
 3. Proposing new local products to all US Government (USG) stakeholders
 4. Managing all aspects of the new product approval process
 5. Demonstrating competitive, compliant and transparent processes
 6. Tracking and monitoring pre-qualified suppliers including quality compliance
 7. Changing sources/suppliers as needed
 8. Communicating timely and accurate information and formal reports and invoice for project-specific work

The majority of the planning and sourcing tasks defined in this agreement are separate and distinct from all existing performance requirements in the general Statement of Work. Incorporated by reference are TWI's proposal dated April 23, 2012 as revised by submissions on May 11, 2012; May 17, 2012; May 30, 2012, June 5, 2012 and June 8, 2012.

3. The period of performance (PoP) will be nine (9) months from the effective date of this modification. Included in this agreement is one (1) three month option to be invoked if necessary at the expiration of the original period of performance. Costs associated with this agreement are outlined below:

Line Item	Description	Monthly Cost	Total Cost -Nine Month Base Period
1	TWI SCI (KG Only)		
2	Non-recurring IT Hardware	N/A	

Line Item	Description	Monthly Cost	Total Cost - Three Month Option Period
1	TWI SCI (KG Only)		

4. For receipting and billing purposes, for Line Item 1, TWI will prepare a manual invoice to be submitted for offline payment on a monthly basis, for the Total Cost above. For Line Item 2, TWI will provide proof of purchase in the form of an invoice for a one-time offline payment for the actual purchase cost, not to exceed the Total Cost above. At the end of the PoP, TWI will provide all hardware purchased in support of this project, to the USG.
5. As part of the bi-weekly reporting, TWI will be required to describe the tasks performed for this project for the previous month. TWI will describe the progress on each task; attainment of key milestones will be tracked and communicated through timely and accurate reporting. At a minimum, TWI will provide monthly situation reports that detail sourcing efforts to include 1) the number of local suppliers and associated products identified, 2) status of source approval processes for potential suppliers, 3) number of visits to suppliers (with location information), and 4) anticipated supplier/product targets for the next reporting period.

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