AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE 1 OF 4 PAGES

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00202	See block 16C		

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE, FTAD 700 ROBBINS AVE, BLDG PHILADELPHIA, PA 19111	SPM300		

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

CODE DB096 FACILITY CODE

(X) 9A. AMENDMENT OF SOLICIATION NO.

9B. DATED (SEE ITEM 11)

☒ 10A. MODIFICATION OF CONTRACT/ORDER NO. SPM300-12-D-3481

10B. DATED (SEE ITEM 13) 1/5/12

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)

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 CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
☒	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 pages 2 thru 6 for details.

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)	
PATRICK MALCOR, CEO		TINA FREDERICO	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 25-Apr-2013	16B. UNITED STATES OF AMERICA Tina Frederico (Signature of Contracting Officer)	16C. DATE SIGNED 4/25/13

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

2. This modification is hereby issued to invoke the Deployment Zone of Estonia, Lithuania and Latvia.

3. The Operational Deployment Zone (DZ) provision as defined and referenced in solicitation SP0300-07-R-0004 and which is incorporated as part of the TWI's resultant contract SPM300-12-D-3481 is hereby implemented.

4. This modification establishes ordering and delivery requirements for military customers located in or transiting thru to Estonia, Lithuania and Latvia. The administrative catalog number used for ordering, receiving, disbursing and billing purposes will be SPM300-12-D-3482. Orders placed pursuant to this modification will be priced using the Distribution Price categories currently established under this contract for delivery of the product. Distribution Price categories for the additional transportation costs are defined below.

5. TWI does not need to establish a platform for this DZ, therefore there is no additional Statement of Work (SOW), all terms and conditions that apply to the Forli place of performance, apply to this DZ. Requirements under this DZ could increase as much as 1200% over the estimated contract dollar value (see page 53 of the contract).

6. All foreign travelers and visitors are advised to consult with the U.S. Department of State for detailed advisories for this geographic region. Updated travel warnings and advisories can also be accessed at http://travel.state.gov.

7. The Prime Vendor's performance while operating in this DZ is subject to terms and conditions of the contract:

   (a) The Prime Vendor must comply with the transportation, logistics and support requirements contained in the Prime Vendor annex of the operation plan issued by the combatant commander. The combatant commander is the commander of a unified or specified combatant command established pursuant to 10 USC 161 or any subordinate commander given authority by that combatant commander to issue direction in a specified geographic or functional area.

   (b) Government Direction: Normally the Contracting Officer or the Contracting Officer's Representative

   (COR) provides direction to the Prime Vendor and the Prime Vendor provides direction to its employees.

   However, in the event the Contracting Officer or COR are not available and emergency action is required because of enemy or terrorist activity or natural disaster which causes an immediate possibility of death or serious injury to Prime Vendor personnel or military personnel, the ranking military commander in the immediate area of operations may direct the Prime Vendor or the Prime Vendor employees to undertake any action as long as those actions do not conflict with the Prime Vendor personnel's status as noncombatants. The Prime Vendor may submit a request for equitable adjustment for any additional effort required or any loss of equipment, which was beyond the scope of the established contract requirements occasioned by such direction.

   (c) Unless specified elsewhere in this contract, the Prime Vendor is responsible for all support required for Prime Vendor personnel engaged in this contract. However, the Government at its sole discretion may authorize or may require the use of certain Government provided logistical and/or in-country employee support.

   (d) The Prime Vendor shall comply with and ensure that its employees are familiar with and comply with all regulations, directives, instructions, policies and procedures; U.S., host country, local and international laws and regulations, treaties and international agreements (e.g. Status of Forces Agreements, Host Nation Support Agreements and Defense Technical Agreements), which are applicable to Prime Vendors in the area of operations. The Prime Vendor will ensure that Prime Vendor employees are aware of and comply with all orders, directives and instructions

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issued by the combatant commander relating to force protection, health, safety or relations and interaction with local nationals.

(e) Prime Vendor Personnel: The Government may direct the Prime Vendor to remove and replace any Prime Vendor personnel who jeopardizes mission accomplishment.

(f) Personnel Date: The Prime Vendor will maintain with the designated Government official a current list of all employees deployed in support of the deployed military force. The Contracting Officer will designate the appropriate automated system(s) to use for this effort.

(g) The Prime Vendor shall ensure that the following requirements are met prior to deploying an employee in support of deployed forces. Specific requirements for each category may be set forth in the statement of work or contract annex to the operation order. The Prime Vendor shall ensure that:

(1) all applicable specified security and background checks are completed.

(2) all deploying personnel are medically and physically fit to endure the rigors of deployment in support of military operations.

(3) deploying personnel possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations.

(4) deploying personnel have all necessary passports, visas and other documents required for Prime Vendor personnel to enter and exit any area of operations.

(h) Military Clothing and Protective Equipment: Prime Vendor personnel accompanying the force are prohibited from wearing military clothing unless specifically authorized by the combatant commander. However, Prime Vendor personnel may wear specific items required for safety and security such as ballistic or NBC (Nuclear, Biological and Chemical) protective clothing. However, the theater commander, at his discretion, may provide to the Prime Vendor personnel military unique Organizational Clothing and Individual Equipment (OCIE) and training to ensure Prime Vendor personnel security and safety. In accordance with Government Furnished Property (GFP) clauses elsewhere in this contract, the Prime Vendor shall ensure that all issued OCIE is returned to the point of issue.

(i) Weapons: Prime Vendor personnel may not possess privately owned firearms when in support of deployed forces unless specifically authorized by the combatant commander. The Prime Vendor shall ensure employee compliance with this requirement. If the combatant commander authorizes the carrying of firearms, the military may issue weapons and ammunition to the Prime Vendor for issuance to specified Prime Vendor employees. The Prime Vendor shall ensure that its personnel who receive weapons are adequately trained and adhere to all guidance and orders issued by the combatant commander regarding possession, use, safety and accountability of weapons and ammunition. Upon redeployment or notification by the combatant commander, the Prime Vendor shall ensure that all Government issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(j) Next of Kin Notification: The Prime Vendor shall be responsible for in person notification of the next of kin of a deployed employee in the following circumstances:

(1) Death of the employee
(2) An injury to the employee requiring evacuation
(3) The employee is missing
(4) The employee is captured

(k) Evacuation of Bodies: In the event of the death of a Prime Vendor employee, the Prime Vendor is responsible for the evacuation of body from the point of identification to the location specified by the employee or next-of-kin, as applicable.

DPM

(l) Evacuation: If the combatant commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance to the extent available to United States and third country employees. In the event of a non-mandatory evacuation order, the Prime Vendor is required to maintain personnel on location sufficient to meet contractual obligations under this contract. Except as provided herein, the Government does not assume any liability for any loss incurred by the Prime Vendor in the performance of this DZ, including but limited to, loss of vehicles, personnel or product. The terms and conditions of this Modification are applicable to all subcontractors of the Prime Vendor, and will be included in all its applicable subcontracts.

8. SUPPLIES/SERVICES AND PRICES:

16. TRANSPORTATION:

The following applies to this DZ:

In accordance with subject solicitation and resultant contract, first destination requirements will remain under the DTS using SDDC for over ocean transport.

9. DELIVERIES AND PERFORMANCE:

The following is paragraph is added to Paragraph 4; Delivery Requirements, A. General:

4. All shipments from the Frankfurt-Kalbach warehouse to the end use customer(s), will be closely coordinated for customer delivery so that they are aware of the shipment, expected delivery time, truck identification and other pertinent details in order to avoid security issues involved with unexpected deliveries. The Government reserves the right to obtain sanitation and/or security assessment at any time and based on the results of that assessment, a re-evaluation of the trans-loading platform may occur.

The following paragraph is added to Paragraph 4; Delivery Requirements:

G. ESTONIA, LITHUANIA AND LATVIA DZ ORDER LEAD TIMES

DZ LOCATION	NUMBER OF DAYS LEADTIME REQUIRED
Lithuania Klaipeda	7
Latvia Riga or Ventspils	8
Estonia Tallinn	9

10. ADDITIONAL CONTRACT PROVISIONS:

In accordance with 52.215-6 Place of Performance (Oct 1997), the facility below will be the Place of Performance for this DZ:

Theodor Wille Intertrade, GmbH (TWI)
Josef-Eicher Str 14
60437 Frankfurt-Kalbach

11. The Distribution Price Categories/Prices awarded January 5, 2012 will apply to this DZ and remain in effect for the remainder of the Base Period ending July 4, 2014.

12. All other terms and conditions that apply to the original contract apply to this DZ.

13. All orders placed in the area of responsibility covered by this DZ will be subject to the terms and conditions of this modification.

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