

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
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2. AMENDMENT/MODIFICATION NO. P00210

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
DIRECTORATE OF SUBSISTENCE, FTAD
700 ROBBINS AVE, BLDG
PHILADELPHIA, PA 19111

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 your 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 amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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 NO. IN ITEM 10A. ORDER

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, preparation 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 (Jun 2010)

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.

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 MALCOR, CEO

15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)

15C. DATE SIGNED 10/10/14

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TINA FREDERICO

16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)

16C. DATE SIGNED 10/14/14

Theodor Wille Intertrade (TWI)
Modification P00210

1. The following clauses are added:

252.225-7993 Prohibition on Contracting with the Enemy (DEVIATION 2014-00020) (SEP 2014)

(a) The Contractor shall exercise due diligence to ensure that none of the funds received under this contract are provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.

(b) The Contractor shall exercise due diligence to ensure that none of their subcontracts are associated with a person or entities listed as a prohibited/restricted source in the System for Award Management at www.sam.gov.

(c) The Head of the Contracting Activity (HCA) has the authority to—

(1) Terminate this contract for default, in whole or in part, if the HCA determines in writing that the contractor failed to exercise due diligence as required by paragraph (a) and (b) of this clause; or

(2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.

(d) The substance of this clause, including this paragraph (d), is required to be included in subcontracts under this contract that have an estimated value over \$50,000.

252.225-7994 Additional Access to Contractor and Subcontractor Records in the United States Central Command Theater of Operations (DEVIATION 2014-00020) (SEP 2014)

(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this Contract are not—

(1) Subject to extortion or corruption; or

(2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this contract that have an estimated value over \$100,000.

2. All other terms and conditions remain unchanged.