AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE 1 OF PAGES 4	
2. AMENDMENT/MODIFICATION NO. P00215	3. EFFECTIVE DATE See block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicble)*
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

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 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 solicitation and this 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 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 4 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-MAR-15	16B. UNITED STATES OF AMERICA FREDERICO.TINA.M.1228971827 *(Signature of Contracting Officer)* Digitally signed by FREDERICO.TINA.M.1228971827 DN: c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=DLA, cn=FREDERICO.TINA.M.1228971827 Date: 2015.03.27 08:38:18 -04'00'	16C. DATE SIGNED 3/27/15

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

THEODOR WILLE INTERTRADE (TWI)
MODIFICATION P00215

1. This modification is hereby issued to invoke the Ukraine (Central/North) Deployment Zone.

2. 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.

3. This modification establishes ordering and delivery requirements for military customers located in or transiting thru the Central/North Parts of the Ukraine. 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.

4. TWI does not need to establish a platform for delivery to the Ukraine (Central/North) and no additional Statement of Work (SOW) is necessary, all terms and conditions that apply to the basic contract and existing delivery locations apply to the Ukraine (Central/North). Requirements under this DZ could increase as much as 1200% over the estimated contract dollar value (see page 53 of the contract), however, in no event will orders placed under this contract exceed the contract's maximum dollar limitation.

5. TWI, its employees, and its subcontractors are advised that they may 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.

6. The Prime Vendor's performance while delivering to the Ukraine (Central/North) and operating in this DZ is subject to all terms and conditions of the contract, as well as the following:

   (a) The Prime Vendor must comply with any applicable transportation, logistics and support requirements contained in operational plans issued by the cognizant 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.

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

DPM

(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, when applicable, 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 an 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 appropriate 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.

(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

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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, financial or otherwise, 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 must be included in all its applicable subcontracts.

7. *STATEMENT OF WORK:* SUPPLIES/SERVICES AND PRICES:

16. TRANSPORTATION:

The following applies to delivery to the Ukraine (Central/North) this DZ:

In accordance with subject solicitation and resultant contract, point to point delivery from the Prime Vendor's CONUS facility(s) to the Prime Vendor's OCONUS facility(s) will remain under the DTS, using SDDC for over ocean transport.

8. *STATEMENT OF WORK:* DELIVERIES AND PERFORMANCE:

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

4. The contractor must ensure that all deliveries to the end use customer(s)are be closely coordinated for delivery so that the customer(s) is aware of the shipment, expected delivery time, truck identification and other pertinent details in order to avoid security and other issues involved with unexpected deliveries. The Government reserves the right to request, and TWI shall provide, sanitation and/or security assessments at any time, and based on the results of that assessment, the Government may require a re-evaluation of the trans-loading platform for contract compliance.

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

G. UKRAINE (CENTRAL/NORTH) DZ ORDER LEAD TIMES

DZ LOCATION	NUMBER OF DAYS LEADTIME REQUIRED
Kiev	7 Days

9. ADDITIONAL CONTRACT PROVISIONS:

In accordance with 52.215-6 Place of Performance (Oct 1997), the facility below will be the Place of Performance for deliveries to customers in Ukraine (Central/North):

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

10. The Distribution Price Categories/Prices for Option 1 of this contract effective July 5, 2014 will apply to customers located in the Ukraine (Central/North) and remain in effect until January 4, 2016.

11. All other terms and conditions that apply to the original contract apply to performance in the Ukraine (Central/North) and in this DZ.

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

13. All other terms and conditions of the contract remain unchanged.

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