

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. P00210		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)	1. CONTRACT ID CODE	PAGE 1 OF 3 PAGES
6. ISSUED BY DLA Troop Support Dir of Subsistence, Bldg. 6 700 Robbins Avenue Phila, PA 19111-5092 POC: JOSEPH ZULLI Phone: 215-737-4671		CODE SPM300	7. ADMINISTERED BY (If other than Item 6)		CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Ebrex Food Services (EFS) World Trade Center I Route de l'aéroport 10, 1215 Geneva 15, Switzerland	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. SPM300-12-D-3486
	<input type="checkbox"/>	10B. DATED (SEE ITEM 13) 1/5/12
CODE SH276	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)

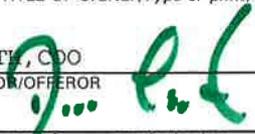
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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
<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
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.212-4(c) Contract Terms and Conditions (FEB 2012), 52.212-6 Place of Performance (OCT 1997)
<input type="checkbox"/>	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.)
 1. See attached pages 2 for details of this modification.

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) ROGER SMITH, CDO		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JOSEPH ZULLI	
15B. CONTRACTOR/OFFEROR 		16B. UNITED STATES OF AMERICA Digitally signed by ZULLI, JOSEPH T. JR. 1291915287 DN: c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=DLA, cn=ZULLI, JOSEPH T. JR. 1291915287	
15C. DATE SIGNED 2 Oct 14		16C. DATE SIGNED 2 OCT 2014	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Ebrex Food Services (EFS)
SPM300-12-D-3486
Modification P00210

1) The following place of performance is added:

ES-KO UNMIL PX
 UNMIL Logistics Base
 StarBase Compound,
 Bushrod Island,
 Monrovia, Liberia

2) All terms and conditions related to performance under SPM300-12-D-3486 also apply to performance out of the above described facility. The addition of the above listed facility and/or customers in Liberia do not impact the guaranteed minimum or contract maximum for contract SPM300-12-D-3486. This modification does not increase the Government's guaranteed minimum ordering obligation beyond the existing guarantee minimum included in contract SPM300-12-D-3486, and no specific ordering amount is guaranteed for the facility listed above. EFS will be responsible for handling all material, including other than Class I material, at the above facility in accordance with the terms and conditions of contract SPM300-12-D-3486.

3) The following Distribution Prices are hereby added to contract SPM300-12-D-3486 for performance in Monrovia, Liberia:

Category	Description	Price	UOI
77	Government Furnished Material (GFM): Dairy Products other than Cheese and Cream, Fresh (Includes Yogurt, Sour Cream, Milk and Other Fresh Dairy Related Products)		CS
78	Government Furnished Material (GFM): Bakery Products, Fresh		CS
79	Government Furnished Material (GFM): Fresh Fruits and Vegetables (FF&V)		CS
80	GFM Disposal and Destruction (GFM)		CS
81	Government Furnished Material (GFM) for Prime Vendor Dist. (Includes Product Procured to fill NIS Situations. Approved at the Contracting Officer's discretion)		CS
82	Government Furnished Material (GFM) for Prime Vendor Dist. Unitized Group Ration Heat and Serve (UGR-H&S) and Unitized Group Ration Express (UGR-E) (Includes Storage and Distribution)		EA
83	Government Furnished Material (GFM) for Prime Vendor Dist. UGR-A Semiperishable and Meals Ready To Eat (MREs) (Includes Storage and Distribution)		EA
84	Government Furnished Material (GFM) for Prime Vendor Dist. UGR-A Perishable Breakfast and Dinner (Includes Storage and Distribution)		EA
85	GFM, UGR, UGR-A and MRE Inspection, Rework and Disposal		EA
86	GFM PV Items/Includes Storage		CS
87	GFM Bottled Water		CS
88	GFM Class V		CS
89	GFM Medical Supplies		CS
Note 1	In case a module consist of (3) boxes the above (EA) categories for Categories 82-85 will be multiplied by (3).		

Note 1: EFS will reimburse the Government per case for any customer pick up from EFS facility listed in point 1 above.

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Note 2: EFS will reimburse the Government _____ per case for any delivery made within 20km from the EFS facility listed in point 1 above.

- 4) EFS will be responsible for reporting monthly total sales to all customers in Monrovia, Liberia. This report will be an added sheet in the Monthly Total Asset Visibility Report. This report will include the following:
 - a. Order Date
 - b. RDD
 - c. Total Cases Ordered
 - d. Total Cases Delivered
 - e. Order Value Total
 - f. Delivery Type/Delivery Location
 - g. Reimbursement Owed to Government
- 5) EFS shall provide any reimbursement owed to the Government under the terms of this modification to the contracting officer via mail in the form of a check made payable to the U.S. Treasury. The reimbursement must be received by the contracting officer no later than the last day of each following month. Failure to submit payment by the 15th day of the month will result in the accrual of interest and penalties. In accordance to FAR 52.232-17, all amounts that become payable by the Contractor to the Government under this contract modification shall bear simple interest from the date due until paid. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in FAR 52.232-17(e), and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
- 6) In the event monthly delivered volumes from the facility listed in Section 1 above exceed fifteen thousand (15,000) cases per month, the parties agree that the above prices may be negotiated, specifically with regard to bottled water.
- 7) Included in this modification is a non-rotational stock charge after each 180 days of _____ per case. This will be a one-time charge per 180 day occurrence for items that have been stored, but not ordered, for more than 180 days in the Liberia facility.
- 8) EFS will be required to make deliveries from 09:00 to 18:00 hours, Monday through Friday. Possible weekend deliveries may be authorized on a case by case basis. Customer pickups are permissible seven days a week from 09:00 to 18:00.
- 9) All other terms and conditions of contract SPM300-12-D-3486 remain unchanged.