AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		4

2. AMENDMENT/MODIFICAITON NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicble)*
P00214	See Block 16C		

6. ISSUED BY	CODE	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: JOSEPH ZULLI Phone: 215-737-4671	SPM300		

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	(X)	9A. AMENDMENT OF SOLICIATION NO.
Ebrex Food Services (EFS) World Trade Center I Route de l'aéroport 10, 1215 Geneva 15, Switzerland		9B. DATED *(SEE ITEM 11)*
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. SPM300-12-D-3486
		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 ☐ 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 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)
X	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 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)*
Signed via email due to travel schedule ROGER SMITH, COO	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 JOE ZULLI

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	11/5/2014	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 *(Signature of Contracting Officer)*	11/5/2014

Ebrex Food Services (EFS)
SPM300-12-D-3486
Modification P00214

1) The following place of performance is hereby added:

   Ebrex Food Services Warehouse & Yard, VC Number LI-0003
   Jamaica Road Junction
   Freeport, 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. These Distribution Prices replace the Distribution Prices listed in modification P00210:

Category	Description	Price	Option #2 Price	UOI
77	Government Furnished Material (GFM): Dairy Products other than Cheese and Ice 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 Product 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 IV			CS
89	GFM Medical Supplies			CS

Category	Description	Price	Option #2 Price	UOI
119	Prime Vendor Item Dry			CS
120	Prime Vendor Item Chill			CS
121	Prime Vendor Item Frozen			CS

The Distribution Prices included in Section 3 above are inclusive of all work associated with contract performance, in accordance with the Statement of Work for contract SPM300-12-D-3486, related to the items described in the categories therein. This work includes, among other work, efforts in support of customer pickup at EFS's facility and/or EFS delivery to any customers within a 175 km range of the EFS facility listed in point 1 above and accessible by paved road under normal delivery conditions. This includes, but is not limited to, delivery to Roberts International airport, as well as delivery to the Supply Support Activity (SSA) in Buchanan, Liberia. In addition, the below delivery sites are currently established within the greater Monrovia area

a. Redemption Hospital
b. US Embassy
c. Barclay Training Center
d. JFK Hospital
e. Island Clinic
f. Unity CC
g. Ministry of Health
h. SKD Sports Complex
i. ELWA #1
j. ELWA #2
k. ELWA #3
l. ELWA #4

Additional sites could include, but are not limited to:

a. Sinje
b. Tubmanburg
c. Bopolu
d. Kakata
e. Kakata II

Any delivery site that falls outside of that will be handled on a case by case basis.

4) Performance and deliveries must be made in accordance with all applicable Federal, State and local laws, executive orders, rules and regulation, including any local curfews. All costs associated with such compliance are to be borne by the Contractor, provided that contractual parameters have been followed, which may include

demurrage charges. For example, local curfew laws may require offloading to occur prior to 12:00 hours. Failure to deliver by that time may result in additional charges for which EFS, and not the Government, will be responsible.

5) EFS will be responsible for reporting its monthly total sales to all customers in Liberia. This report will be an added sheet in the Monthly Total Asset Visibility Report. This report must 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

6) The minimum order quantity for EFS's Monrovia, Liberia platform is increased to $'

7) All other terms and conditions of contract SPM300-12-D-3486 remain unchanged.