

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. P00225	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE, FTAD 700 ROBBINS AVE, BLDG PHILADELPHIA, PA 19111	CODE SPM300	7. ADMINISTERED BY (if other than Item 6) CODE	

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	<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-3481
CODE DB096 FACILITY CODE	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 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 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)

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

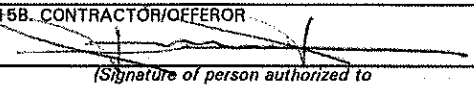

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) NO. IN ITEM 10A.	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, 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 - Commercial Items (Jun 2010)	
<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.)

See page(s) 2-4 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) R. DAMIAN DEL TORO, COO, TWI	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SEAN GEMMELL
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED 06 JAN 17	16C. DATE SIGNED 1/16/17

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Note: The substance of this modification becomes actionable only upon DLA Troop Support's issuance of the follow-on contract or contracts for Prime Vendor Subsistence support in the Southern Europe/Northern Africa or NAVEU/NAVAF Ships region. Because none of the formal steps necessary to make an award have occurred yet (i.e. issuance of the solicitation, etc.), the terms of this modification are contingent in nature. This modification does not indicate, in any way, that Theodor Wille Intertrade (TWI) will or will not receive a follow-on contract for these two regions or even participate in the follow-on procurement.

1. In the event that TWI receives a follow-on contract pursuant to the terms of the Northern Europe, Southern Europe/North Africa and Western Africa Subsistence Prime Vendor solicitation (SPE300-17-R-0016), the following is applicable:
 - i. Within 105 days after awarding of the follow on contract, TWI shall be fully prepared to support all customers under the terms and conditions of the new contract. New and fully functional catalogs must be established during this time.
 - ii. With regards to its inventory, TWI shall first use existing inventory that is stored at its TWI's facility(ies) or in the pipeline to create the new catalogs if those items appear on the follow-on contract prior to using inventory purchased under the terms of the follow on contract. Any such items shall be placed on the new catalog(s) at the product prices as defined by the instant contract (SPM300-12-D-3481) and the distribution prices as defined by the follow on contract. TWI shall use the existing product before new product is ordered to replenish inventory.
 - iii. New product that is ordered during the implementation phase shall only be ordered to replenish old product or to bring in new items requested and approved by the Contracting Officer. This product must be ordered and cataloged at the product price defined by the follow-on contract.
 - iv. Product prices shall be updated on the new catalog(s) in accordance with the terms and conditions of the new contract.
2. In the event that a contract(s) is awarded to an offeror other than TWI for Zone 1 - Northern Europe/North Africa or Zone 4 - NAVEUR/NAVAF Ships, TWI shall participate in the ramp-up/down process with any new contractor(s) which is anticipated to last up to 105 days after the follow on contract is issued, and comply with the following terms:
 - i. Within fifteen (15) days after TWI is notified that it has not received the follow-on contract for either of these zones, TWI shall submit its proposed ramp-down schedule to the Contracting Officer.
 - ii. TWI shall provide within the first thirty (30) days after the follow on contract is awarded in an Excel spreadsheet report to the contracting officer that identifies all of its existing product by stock number (LSN), item description, quantity and location in the pipeline, expiration date, average monthly demand based on the last 12 weeks, and product price.
 - iii. TWI shall continue replenishment of all items to allow for sufficient stock on hand and in the pipeline to support the current customer requirements during the ramp-up/down process. TWI shall submit a Total Asset Visibility Report on a weekly basis to the Contracting Officer during the ramp-up/down period. TWI shall coordinate with the Contracting Officer on its decision to stop placing orders during this time period.
 - iv. The agency anticipates that TWI will remain the principal source of food and non-food supplies for the first five months of the follow-on contract implementation period (i.e. ramp-up/down process). During this period, TWI shall maintain its contractually required fill- rate of [REDACTED]. Notwithstanding other provision of the instant contract, performance failure during the follow-on contract implementation period, just as during other periods of performance on the instant contract, may result in the latter being terminated for cause and/or TWI receiving administrative admonishment via negative past performance ratings in its Contract Performance Assessment Reporting System (CPARS) record.

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- v. In the event that TWI has product on order or stocked available for sale to the new contractor(s), said contractor(s) is required to procure the available product offered for sale from TWI. [REDACTED] of the Distribution Price for the sale of each item delivered to the new contractor(s). Any such sale shall be in accordance with the following terms and conditions. Any additional terms beyond those specified below must be agreed upon between the two parties and will be considered a commercial agreement separate and distinct from the requirements of both the instant and follow-on contracts.
- In accordance with the average demand history for each item, quantities sold to the new contractor(s) shall be a minimum of [REDACTED] which will account for a total pipeline position (stock on-hand and receipted replenishment quantities to include stock levels for surge and sustainment requirements). Products shall be sold to the new contractor at the "Product Price" as defined by Defense Logistics Acquisition Directive ("DLAD") 52.216-9065 Economic Price Adjustment – Actual Material Costs for Subsistence Product Price Business Model. TWI shall provide supporting invoice documentation to the new contractor for all items purchased for traceability and price verification purposes. Any other charges by TWI will be billed to the new contractor(s) separately from the Product Price and will not be reimbursed by the Government.
 - The configuration of the zones for the follow on solicitation is different than the current model for Prime Vendor support and therefore, TWI may be required to participate in the ramp up/ramp down process with up to two new contractors. Therefore TWI's inventory shall be reserved as follows if the awarded contractor for each zone listed below is other than TWI:
 - Zone 1 – Northern Europe 81% of TWI's inventory
 - Zone 4 - NAVEUR/NAVAF Ships 19% of TWI's inventory
 - Because the new contractor (s) will be required to inspect all purchased products prior to acceptance into its warehouse(s), TWI shall be aware that the following products may be excluded from any required purchase transaction:
 - Product that fails to meet minimum contractual requirements (i.e. proper storage, shelf life remaining, etc.)
 - product that does not have sufficient anticipated demand
 - product that is sourced from Outside the Contiguous United States ("OCONUS") contractors (i.e. fresh fruits and vegetables, bottled water, bottled and canned beverages etc.)
 - Product, the purchase of which would not make economic sense for the new contractor(s) and Government alike
 - The new contractor(s) will be responsible for determining whether any of the above considerations apply with the exception of the last catch-all category that will be decided in unison between the contractor(s) and the Contracting Officer.
 - Once the new Contractor(s) and TWI have agreed upon the products that will be purchased per the considerations provided herein, TWI shall prepare the items for shipment and a Government representative will perform a basic preliminary inspection to ensure the items are free from obvious defects or damage. The Government representative will also check the temperature of the trucks prior to shipping to ensure product is stored at the proper temperature. TWI shall then deliver those products that have passed the preliminary inspection to the new contractor's warehouse(s) facility for inspection and acceptance.
- vi. The Government intends to have the new contractor's catalogs live and available for use by customers within 105 days after the new contract is awarded. The last remaining thirty days

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of the contract implementation period (i.e. day 75) shall be used by TWI for the submission and payment of its final invoices under the instant contract.

- vii. TWI's remaining stock that is not ultimately purchased by the new contractor(s) must be disposed of by TWI. In so doing, TWI shall be responsible for all costs associated with this product including disposal costs (i.e. product price, distribution price, etc.)