

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. P00 <u>213</u>		3. EFFECTIVE DATE <u>01/04/16</u>	4. REQUISITION/PURCHASE REQ. NO.	1. CONTRACT ID CODE	PAGE OF PAGES 1 4
6. ISSUED BY DLA Troop Support Directorate of Subsistence 700 Robblns Ave Philadelphia, Pa 19111-6086		CODE SPM300	7. ADMINISTERED BY (If other than Item 6)	CODE	5. PROJECT NO. (If applicable)

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ANHAM FZCO, LLC Dubai Airport Free Zone, East Wing, E4-A Suite No. 808 Dubai, United Arab Emirates	<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. SPM300-10-D-3373
	<input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) 14 April 2010

CODE SFW88 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 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.

<input type="checkbox"/>	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.
<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(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a) via Bilateral Modification
<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.)
Residual stock at end of contract
Requirements: Full line Distribution for U.S. Forces in Iraq, Jordan & Kuwait.
The details for this modification are identified on the following pages.

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.

16A. NAME AND TITLE OF SIGNER (Type or print) <u>David N. Braus, Managing Director</u>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <u>Cedric Marlow, Contracting Officer</u>	
16B. CONTRACTOR/OFFEROR <u>[Signature]</u> (Signature of person authorized to sign)	16C. DATE SIGNED <u>12/24/15</u>	16B. UNITED STATES OF AMERICA <u>[Signature]</u> (Signature of Contracting Officer)	16C. DATE SIGNED <u>01/04/16</u>

ANHAM FZCO, LLC
SPM300-10-D-3373
MODIFICATION P00 _____

Note: The substance of this modification becomes actionable only upon DLA Troop Support's issuance of the follow-on contract for Prime Vendor subsistence support in the Kuwait, Iraq, and Jordan 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 ANHAM will or will not receive the follow-on contract or even participate in the follow-on procurement.

1. In the event that ANHAM receives the follow-on contract pursuant to the terms of an as-yet-to-be released solicitation, the following is applicable:

i. Within 6 months after awarding of the follow-on contract, ANHAM shall be fully prepared to support all customers under the terms and conditions of said contract. New and fully functional catalogs must be established during this time.

ii. With regard to its inventory, ANHAM shall first use existing inventory that is stored at ANHAM's facility(ies) or in the pipeline to create the new catalogs if those items appear on the follow-on contract. Said items shall be placed on the new catalogs at the product price as defined by the instant contract (SPM300-10-D-3373) and the distribution price as defined by the follow-on contract. ANHAM shall use its existing product before new product is ordered.

iii. New product that is ordered by ANHAM during the follow-on contract's implementation phase shall only be ordered to replenish old product or to bring in new items requested and approved by the Contracting Officer. The new 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 catalogs in accordance with the terms and conditions of the new contract.

2. In the event that the follow-on contract is awarded to an offeror other than ANHAM, ANHAM shall participate in the ramp-up/down process with the new contractor, which is anticipated to last up to six (6) months after the follow-on contract is issued, and comply with the following terms:

i. Within fifteen (15) days after ANHAM is notified that it has not received the follow-on contract, ANHAM will submit its proposed ramp-down schedule to the Contracting Officer.

ii. ANHAM shall provide within the first two (2) months after the follow-on contract is awarded an Excel spreadsheet report to the Contracting Officer that identifies all of its existing product by stock number, item description, quantity and location in the pipeline, expiration date, average monthly demand, and product price.

iii. ANHAM 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. ANHAM shall submit a Total Asset Visibility Report on a weekly basis to the Contracting Officer during the ramp up/ramp down period. ANHAM shall coordinate with the Contracting Officer on its decision to stop placing new product orders during this time period.

iv. The Agency anticipates that ANHAM 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, ANHAM shall maintain its contractually required fill-rate of 97.5%. Notwithstanding other provisions of the instant contract, performance failure during the follow-on contract implementation period, just as during other prior periods of performance on the instant contract, may result in the latter being terminated for cause and/or ANHAM receiving administrative admonishment via negative past performance ratings in its Contract Performance Assessment Reporting System (CPARS) record.

v. In the event that ANHAM has residual stocked product available for sale to the new contractor, said contractor is required to procure the available product offered for sale from ANHAM. 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 shall be a minimum of 2 months of stock (where available) and shall not exceed 8 months of stock, 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. ANHAM will be required to provide all supporting invoice documentation to the new contractor for those items purchased in order to afford traceability and price verification. Any other charges by ANHAM will be billed to the new contractor separately from the Product Price and shall not be included in the new contractor's catalog pricing or otherwise reimbursed by the Government.
- Because the new contractor will be required to inspect all purchased products prior to acceptance into its warehouse(s), ANHAM shall be aware that the following products may be excluded from any required purchase transaction:
 - Product failing 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 (i.e. produce, etc.) in violation of contractual terms; and/or

- Product, the purchase of which would not make economic sense for the new contractor and the Government alike.
 - The new contractor 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 and the Contracting Officer.
 - Once the new contractor and ANHAM have agreed upon the products that will be purchased per the considerations provided herein, ANHAM shall deliver those products to the new contractor's warehouse(s) for inspection and acceptance.
- v. The Government intends to have the new contractor's catalog(s) live and available for use by customers within 5 months after the new contract is awarded. The last remaining month of the contract implementation period (i.e. month 6) shall be used by ANHAM for the submission and payment of its final invoices under the instant contract.
- vi. ANHAM's remaining stock that is not ultimately purchased by the new contractor must be disposed of by ANHAM. In so doing, ANHAM shall be responsible for all costs associated with this product including disposal costs (i.e. product price, distribution price, etc.).

(End of Modification)