

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO. P00216
 3. EFFECTIVE DATE See block 16C.
 4. REQUISITION/PURCHASE REQ. NO. _____
 5. PROJECT NO. (if applicable) _____

6. ISSUED BY CODE SPM300
 DLA Troop Support Philadelphia
 Directorate of Subsistence, Bldg. #6
 700 Robbins Avenue
 Philadelphia PA 19111-5096
 7. ADMINISTERED BY (if other than item 6) CODE _____

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)
 ANHAM FZCO, LLC
 DAFZA EAST WING, 4A SUITE NO. 608
 DUBAI, UNITED ARAB EMIRATES

9A. AMENDMENT OF SOLICITATION NO. _____
 9B. DATED (SEE ITEM 11) _____
 10A. MODIFICATION OF CONTRACT/ORDER NO. SPM300-10-D-3373
 10B. DATED (SEE ITEM 13) 04/14/2010

CODE SFW66 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 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: FAR 52.212-4 (C) -Contract Terms and Conditions - Commercial Items, Changes by Mutual Consent of the Parties

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.)

REQUIREMENT FOR: Full Food Line Distribution for US Forces and other authorized customers in Kuwait, Iraq, and Jordan.

The purpose of this modification is to address specific Safety of Life at Sea (SOLAS) requirements for all Verified Gross Mass (VGM) of all loaded containers. See continuation pages 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) David Brous, Managing Director
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cedric Marlow - Contracting Officer

15B. CONTRACTOR/OFFEROR _____
 15C. DATE SIGNED 6/30/2016
 15D. UNITED STATES OF AMERICA
 16B. DATE SIGNED 7/5/16

1. The purpose of this modification is to clarify and describe procedures to ensure compliance with laws applicable to performance under this contract, in this case, the International Convention for the Safety of Life at Sea (SOLAS). Effective July 1, 2016, SOLAS requires that the Verified Gross Mass (VGM) of all loaded containers be provided to the ocean carrier and terminal representative before any container is lifted onboard a vessel. Additional information on these requirements is included in Military Surface Deployment and Distribution Command Customer Advisory CA-16-04/08-0035 dated April 8, 2016 (attached).
2. When shipping containers booked through the Defense Transportation System (DTS), in order to comply with SOLAS requirements, the Subsistence Prime Vendor MUST ensure that the VGM of each container is provided to DLA Distribution, that the VGM of each container is certified, and that the tare weight of each container is also provided to DLA Distribution. This information shall be provided by the Subsistence Prime Vendor, or its representative, in a format approved by the DLA Distribution Transportation office.
3. The certified VGM of the container shall be determined by one of the following methods, unless otherwise authorized by the Contracting Officer, with all weighing being completed in accordance with the laws of the jurisdiction in which the weighing occurs:
Method No. 1: Weigh the packed container after loading is finished;
---or---
Method No.2: Weigh the individual packages/cargo, including the packing and securing material, then add the tare weight of the container.
4. When shipping containers booked through DTS, the VGM provided to DLA Distribution must be certified with the following statement:

"I hereby certify that this container was weighted IAW the International Convention for the Safety of Lives at Sea (SOLAS), Chapter VI, Part A, Regulation 2 - Cargo Information, and the gross weight is determined to be _____ lbs. Signed and certified: (electronic signature; pen and ink signature; or signature block in all capital letters)."

All forms of signature must be legible and made by a representative of the "shipper." For the purposes of the certified VGM for any material shipped through DTS under this contract, the "shipper" is defined as the company at whose location the container is loaded and sealed. There may be instances where the party booking the container differs from the shipper; however, the shipper is still responsible for supplying and certifying the VGM data unless otherwise directed by the Contracting Officer or DLA Distribution. The Subsistence Prime Vendor will be responsible for ensuring that the shipper provides an accurate VGM and provides the appropriate certification. Failure to submit the VGM, the above certification statement, and/or a legible, valid form of signature may delay the container shipment. The Government will not be responsible for any delays or costs associated with the failure to provide the required VGM and certification. Consistent with the basic contract terms, any such costs, including demurrage or product loss, will be the Subsistence Prime Vendor's responsibility.

Inclusion of the above certification on a packing list is generally the preferred method of submission; however, other forms of submission may be

acceptable when approved or required by DLA Distribution and the Contracting Officer.

5. It is the Subsistence Prime Vendor's responsibility to ensure all information and documentation submitted is accurate so that containers will not be delayed during transit. The Subsistence Prime Vendor is advised that a container missing the VGM certification may not be loaded onboard the vessel and may be denied entry to the port facility. Any discrepancies in the VGM could result in additional charges and/or cargo being frustrated within the transportation pipeline. The Subsistence Prime Vendor will be responsible for costs incurred for delays due to improper or erroneous documentation, including documentation related to SOLAS requirements. The U.S. Government is not responsible for any costs resulting from or related to delays associated with these SOLAS requirements or improper documentation.
6. Additionally, for Class I Subsistence shipments through DTS, the Subsistence Prime Vendor will be required to provide the DTS carrier with the VGM directly. The method for providing each carrier with the VGM may vary based on the carrier and the port. The Subsistence Prime Vendor shall request specific guidance on how this information is to be provided to the carriers from the DLA Distribution Transportation Office.
7. The Subsistence Prime Vendor is responsible for ensuring its continued compliance with transportation related laws and regulations applicable to performance under this contract. The Subsistence Prime Vendor should continue to coordinate with USTRANSCOM, Military Surface Deployment and Distribution Command, DLA Distribution, and DLA Troop Support to ensure its continued compliance with all DTS shipping requirements.
8. All other terms and conditions remain unchanged.