

JUN 14 2012

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 9
2. AMENDMENT/MODIFICATION NO. P00033	3. EFFECTIVE DATE 06-14-2012	4. REQUISITION/PURCHASE REQ. NO.	6. PROJECT NO. (If applicable)
6. ISSUED BY DLA Troop Support Philadelphia Directorate of Subsistence, Bldg. #8 700 Robbins Avenue Philadelphia PA 19111-5096 POC: Robin D. Novak/FTAE/216-737-8027	CODE SPM300	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		<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 11) 04/14/2010	
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 16, 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.
<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(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Addendum to FAR 52.212-4(2)(c); 52.243-6
<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 UCP section headings, including solicitation/contract subject matter where feasible.)

Private Security - Notice to Proceed

REQUIREMENT FOR: Full Food Line Distribution for U.S. Air Force and Army Troop Support in Kuwait, Iraq, and Jordan.

Rescinding Modification P00032 in its entirety and replacing it with this Modification P00033. All other requirements remain in full force and effect.

The details of this modification are on the following pages 2 - 9.

Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) David W. Braus, Managing Director	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Timothy B. Dlugoski Contracting Officer
15B. CONTRACTOR/OFFEROR 	16B. DATE SIGNED 6/14/12
15C. UNITED STATES OF AMERICA	16C. DATE SIGNED 06-14-2012
(Signature of person authorized to sign)	(Signature of Contracting Officer)

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INTENT OF MODIFICATION and WAY FORWARD

New outbound security missions effective June 30th, 2012, Anham will provide its own private convoy security accompanying all deliveries of Class I material within Iraq. Anham will use a subcontractor, Olive Group, to perform said armed security. To the greatest extent possible, Olive Group shall use Local Nationals (“LNs”) in providing this service to Anham. There will be 7 teams, each team comprised of 6 people, (equals 42 convoy personnel, plus 23 management, support, and backup personnel). Within 7 days of this modification, Anham shall submit in writing proof of an agreement in place with Olive Group for the private security service, proof of Olive Group arming authority packet, proof of Ministry of Iraq movement authority, Anham/Olive Group proposed staff and technical approach, Olive Group’s list of subcontractor personnel, Olive Group’s schedule for mission execution, and Anham/Olive Group’s communication plan. Following the signed modification, Anham shall provide an arming roster spreadsheet.

II. CUSTOMER SITES, MISSION GROUPS, & PRICE PER MISSION

The Mission Price per day shall be fixed at \$ _____ USD. Anham and the Government agree to the following:

MISSION GROUP	REGION	DoDAAC		GROUP	DESTINATION	# VEHICLES	# PERSONNEL	DAYS PER MISSION	MISSIONS PER MONTH	PRICE PER MISSION
1	CENTRAL	W98C05	TAJI	A	W98C05 (TAJI)	3	6	4	6	\$
	NORTH	W98C1A	TIKRIT	A	W98C1A (TIKRIT)					
2	NORTH	W98C07	*KIRKUK	A	W98C07 (KIRKUK)	3	6	6	6	\$
	NORTH	W98IRB	IRBIL	A	W98IRB (IRBIL)					
3	SOUTH	W98BA2	BASRAH	B	W98BA2 (BASRAH)	3	6	1	6	\$
4	SOUTH	W98UMM	UMM QASER	B	W98UMM (UMM QASER)	3	6	1	6	\$
5	CENTRAL	W98D03	PROSPERITY	C	W98D03 (PROSPERITY)	3	6	5	6	\$
	CENTRAL	W98J01	EMBASSY	C	W98J01 (EMBASSY)					
	CENTRAL	W98I08	CONDOR	C	W98I08 (CONDOR)					
	CENTRAL	W98U03	UNIONIII	C	W98U03 (UNIONIII)					
6	CENTRAL	W98BUT	BESMAYA	D	W98BUT (BESMAYA)	3	6	4	6	\$
	CENTRAL	W98D1A	**SHIELD	D	W98D1A (SHIELD)					
7	CENTRAL	W98D53	SATHER	D	W98D53 (SATHER)	3	6	3	6	\$
TOTAL										\$
*KIRKUK tentative closure date is 30 September 2012.						Times 6 cycles				\$
**SHIELD tentative closure date is 31 December 2012.										

In the event customers (“DODAACs”) are deleted from currently assigned mission groups, the price per mission rate will be adjusted downward as the days per mission will be reduced, the

mission price per day will be reduced, and/or the Mission Group will be subsumed into another Mission Group altogether. This downward adjustment will be prompted by the Contracting Officer, negotiated between the Government and Anham, and will result in a new modification to the contract reflecting said changes.

In the event that DODAACs are added, those DODAACs shall be added to existing mission groups at no additional cost to the government provided that no additional days are required for the mission. If additional DODAACs require that additional days be added to the mission, the amount of days and thus any additional costs will be negotiated between Anham and the Contracting Officer based on past mission experience and the fixed daily rate.

It is hereby agreed to that known DODAAC closures will be handled in the following manner:

GROUP 2: Kirkuk is tentatively scheduled to close 30 September 2012. When the closure occurs, the price per mission rate for Mission Group 2 will be reduced from \$ to \$. This downward reduction in price is a direct result of the DODAACs included in Mission Group 2 being reduced which in turn, reduces the days required to complete the mission for that group.

GROUP 6: SHIELD is tentatively scheduled to close 31 December 2012. When the closure occurs, the price per mission rate for Mission Group 6 will be reduced from \$ to \$. This downward reduction in price reflects a change of four mission days to three mission days.

It is understood that further closures will be handled in essentially the same manner. That is, missions may be combined with like missions for economical and logistical best value support.

The following chart was submitted by Anham to show potential savings when as facilities close, new delivery route groupings may be arranged to combine missions.

MODIFICATION P00033 – PRIVATE SECURITY – NOTICE TO PROCEED ANHAM FZCO, LLC

MISSION GROUP	SCENARIO	REGION	DEPT	PHASE	DESTINATION	DAYS PER MISSION	MISSIONS PER MONTH	PRICE PER DAY	PRICE PER MISSION	PRICE PER MONTH
1	Split	CENTRAL	W98C05	TAJI	A	W98C05 (TAJI)	2	6		
	Split	NORTH	W98C1A	TIKRIT	A	W98C1A (TIKRIT)	3	6		
1	Combined	CENTRAL	W98C05	TAJI	A	W98C05 (TAJI)	4	6		
		NORTH	W98C1A	TIKRIT	A	W98C1A (TIKRIT)				
2	Split	NORTH	W98C07	KIRKUK	A	W98C07 (KIRKUK)	4	6		
	Split	NORTH	W981RB	IRBIL	A	W981RB (IRBIL)	4	6		
2	Combined	NORTH	W98C07	KIRKUK	A	W98C07 (KIRKUK)	6	6		
		NORTH	W981RB	IRBIL	A	W981RB (IRBIL)				
2	Combined	NORTH	W98C1A	TIKRIT	A	W98C1A (TIKRIT)	5	6		
		NORTH	W981RB	IRBIL	A	W981RB (IRBIL)				
2	Combined	NORTH	W98C1A	TIKRIT	A	W98C1A (TIKRIT)	7	6		
		NORTH	W98C07	KIRKUK	A	W98C07 (KIRKUK)				
		NORTH	W981RB	IRBIL	A	W981RB (IRBIL)				
3	All	SOUTH	W98BA2	BASRAH	B	W98BA2 (BASRAH)	1	6		
4	All	SOUTH	W98UMM	UMM QASER	B	W98UMM (UMM QASER)	1	6		
5	Split	CENTRAL	W98D03	PROSPERITY	C	W98D03 (PROSPERITY)	3	6		
	Split	CENTRAL	W98J01	EMBASSY	C	W98J01 (EMBASSY)	3	6		
	Split	CENTRAL	W98J08	CONDOR	C	W98J08 (CONDOR)	3	6		
	Split	CENTRAL	W98U03	UNION III	C	W98U03 (UNION III)	3	6		
5	Combined	CENTRAL	W98D03	PROSPERITY	C	W98D03 (PROSPERITY)	5	6		
		CENTRAL	W98J01	EMBASSY	C	W98J01 (EMBASSY)				
		CENTRAL	W98J08	CONDOR	C	W98J08 (CONDOR)				
		CENTRAL	W98U03	UNION III	C	W98U03 (UNION III)				
5 (& 1)	Combined	CENTRAL	W98C05	TAJI	A	W98C05 (TAJI)	6	6		
		CENTRAL	W98D03	PROSPERITY	C	W98D03 (PROSPERITY)				
		CENTRAL	W98J01	EMBASSY	C	W98J01 (EMBASSY)				
		CENTRAL	W98J08	CONDOR	C	W98J08 (CONDOR)				
5	Combined	Combination of Any 2 Sites				3	6			
6	Combined	Combination of Any 3 Sites				4	6			
6	Split	CENTRAL	W98BUT	BESMAYA	D	W98BUT (BESMAYA)	3	6		
	Split	CENTRAL	W98D1A	SHEILD	D	W98D1A (SHEILD)	3	6		
6	Combined	CENTRAL	W98BUT	BESMAYA	D	W98BUT (BESMAYA)	4	6		
		CENTRAL	W98D1A	SHEILD	D	W98D1A (SHEILD)				
7	All	CENTRAL	W98D53	SATHER	D	W98D53 (SATHER)	3	6		

The private security contract between Anham and Olive Group currently permits 7 Mission Groups as reflected above, with up to 6 missions per each group, per month. All of these missions that occur up to 6 per group, per month, will be approved by the DLA Troop Support Contracting Officer Representative(s) ("CORs") in writing. Any additional missions above the 6 per group, per month, shall require prior, written approval from the Contracting Officer in the form of a signed contract modification.

It is expressly agreed that the instant modification details "non-personal services" as defined in Federal Acquisition Regulations Part 37.101, which means "a contract under which the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees."

III. **PARTICULARS**

- 30th June 2012
- a. Anham shall perform sole security services within the borders of Iraq effective June 28th, 2012. In the event the requirement changes from armed to unarmed escorts, notification and approval will be made by the Contracting Officer in writing. If Anham is to perform unarmed private security a new modification would be issued by the Contracting Officer with separate negotiated rates.
 - b. Anham shall instruct Olive Group to furnish all labor, equipment, weapons, and ammunition. All equipment purchased by Olive Group will remain as Contractor Furnished Equipment ("CFE"). All personnel, equipment, vehicles, communications systems, safety equipment, supplies, and other resources shall be routinely trained and maintained in a state of readiness to perform the duties and responsibilities set forth in this modification.
 - c. Anham shall configure its resources such that there are no gaps in service and be flexible enough to handle surges in support of additional security requirements, yet to be prepared to support downsizing where needed. The decision to downsize is within the sole discretion of the Contracting Officer on behalf of the Government. All notifications of downsizing will be provided by the Contracting Officer to Anham in writing with at least 30 days notice. Additionally, the Government reserves the right to amend delivery cycles. It is Anham's responsibility to forward this information to Olive Group in a timely manner to ensure there are no gaps in service.
 - d. If the number of mission days per month decreases from 144 mission days per month to under 119 days per month for two consecutive months, the government and ANHAM may renegotiate new rates.
 - e. The Government authorizes a single Program Manager from Anham or Olive Group to be located at the DODAAC located in Taji. The Government will furnish life support to said manager during his/her tenure there under this contract. The costs associated with the Program Manager position are already included in the above fixed daily rate. In the event that the DODAAC in Taji is closed, the Government reserves the right to eliminate the Program Manager position altogether by refusing access to other DODAAC sites and/or the provision of life support services at those sites. This decision is solely the responsibility of the Contracting Officer and notice of said decision will be provided in writing to Anham at least 30 days prior to

closure of the DODAAC in Taji. If the Government eliminates the position in the manner addressed, Anham shall negotiate with the Contracting Officer to reduce the fixed daily rate by the portion of it associated with the Program Manager position.

- f. All requirements stated in Modification P00031 remain in effect and in force, with the exception of:

VII. PERSONNEL, paragraph F. Contract Manager, which is removed in its entirety.

IX. PERIOD OF PERFORMANCE, which is hereby deleted and revised as follows:

IX. PERIOD OF PERFORMANCE

The modification shall become effective on the date of the SF30 (block 3) and its term shall be on a month-to-month basis. In the event the Government deems it best to cancel or terminate the month-to-month agreement, the Contracting Officer shall provide 30 days written notice to that effect. **NOTE:** The Government will not incur any costs/damages/claims associated with its decision to cancel or terminate the month-to-month agreement so long as notice was properly given as specified in this paragraph. However, while the month-to-month contract is in place, the Government reserves the right to re-open negotiations to establish a longer contract period based on ever-changing threat conditions and policy revisions. As part of this right to negotiate, DLA Troop Support also reserves the right to provide 30 day written notice to Anham notifying it to institute use of an Iraqi-owned and operated security company in an effort to support the Government's goal of using Local Nationals ("LNs") to the greatest extent possible in the private security services provided to Anham. As part of this notice, DLA Troop Support will re-engage Anham in price negotiations to establish a new price that more accurately reflects such a change in sub-contractor. **NOTE:** This scenario is contingent upon DLA Troop Support receiving a waiver of the Theater Business Clearance ("TBC") requirements and use of OSC-I and ACOD processes, an event that has not yet occurred.

XVI. SPECIFIC TASKS, paragraph A. Convoy Escort Teams (CET), is deleted and replaced with the following:

A. Convoy Escort Teams (CETs)

The Private Security Contractor, through order cycles provided by Anham (subject to revision), shall furnish all labor, material, weapons, equipment, consumables, transportation, logistical support, management, command control and supervision to provide professional convoy escort security for sustainment and retrograde cargo being distributed from U.S. Government Installations to multiple points of destination through the country of Iraq. The Private Security Contractor shall provide necessary resources, to include labor and vehicle assets, to support convoy escort security teams to meet mission requirements. Convoy escort services will be integrated into Anham's current Transportation Management System to provide continuous convoy escort teams availability in accordance with mission requirements.

IV. PAYMENT

To receive payment for Olive Group missions, Anham will submit on a bi-weekly basis a true invoice from Olive Group, and an invoice submission from Anham. Payments will be facilitated through the establishment of a new category "Premium Transportation Distribution" pricing under the newly-developed category "Cat 238- Private Security."

Every invoice submitted to the Government for private security costs shall include the following statement:

"I certify that all information submitted to the Government is complete and accurate to the best of my knowledge. I understand that false statements contained herein may be punishable by law."

Said invoice will be signed and counter-signed by responsible Olive Group/Anham Private Security Program managers and Anham's Billing Department.

As per FAR 52.243-6, Change Order Accounting (April 1984), the Contractor shall "maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Contractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the Contracting Officer or the matter is conclusively disposed of in accordance with the Disputes clause."

V. Please note that the following clauses have been updated since MOD 28. They are the following:

952.225-0013 CONTRACTOR HEALTH AND SAFETY (DEC 2011)

(a) Contractors shall comply with National Electrical Code (NEC) 2008 for repairs and upgrades to existing construction and NEC 2011 standards shall apply for new construction, contract specifications, and MIL Standards/Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure.

(b) For existing employee living quarters the contractor shall provide maintenance, conduct repairs, and perform upgrades in compliance with NEC 2008 standards. For new employee living quarters, the contractor shall provide maintenance, conduct repairs, and make upgrades

In compliance with NEC 2011 standards. The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards.

- (c) The contractor shall correct all deficiencies within a reasonable amount of time of becoming aware of the deficiency either by notice from the government or a third party, or by self-discovery of the deficiency by the contractor. Further guidance can be found on:

UFC: http://www.wbdg.org/ccb/browse_cat.php?o=29&c=4

NFPA 70: <http://www.nfpa.org>

NESC: <http://www.standards.ieee.org/nesc>

(End of Clause)

952.236-0001 ELECTRICAL AND STRUCTURAL BUILDING STANDARDS FOR CONSTRUCTION PROJECTS (DEC 2011)

- (a) The standards set forth herein are the minimum requirements for the contract. These standards must be followed unless a more stringent standard is specifically included. In such case the most stringent standard shall be required for contract acceptance.
- (b) The contractor, in coordination with the Contracting Officer, Base Camp Mayor, Base/Unit Engineers, and requiring activity shall evaluate, upgrade, build, and/or refurbish buildings to a safe and livable condition. This work may include refurbishment, construction, alterations, and upgrades. All work shall be in accordance with accepted standards of quality.
- (c) As dictated by the Unified Facilities Criteria (UFC) the contract shall meet:
- (1) "the minimum requirements of United States' National Fire Protection Association (NFPA) 70,
 - (2) 2011 National Electrical Code (NEC) for new construction
 - (3) 2008 National Electrical Code (NEC) for repairs and upgrades to existing construction
 - (4) American National Standards Institute (ANSI) C2, and
 - (5) United States' National Electrical Safety Code (NESC).
- (d) These standards must be met when it is reasonable to do so with available materials. When conditions dictate deviation apply British Standard (BS 7671, Edition 17 defacto standard for 50 HZ installations). Any deviations from the above necessary to reflect market conditions, shall receive prior written approval from a qualified engineer and the Contracting Officer,

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(e) The following internet links provide access to some of these standards:

UFC: http://www.wbdg.org/ccb/browse_cat.php?o=29&c=4

NFPA 70: <http://www.nfpa.org>

NESC: <http://www.standards.ieee.org/nesc>

(End of Clause)

END OF MODIFICATION