

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO. P00008 3. EFFECTIVE DATE 3/12/14 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE SPM300 7. ADMINISTERED BY (If other than Item 6) CODE
DLA Troop Support
Directorate of Subsistence
700 Robbins Avenue
Philadelphia, PA 19111

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
ANHAM FZCO
DAFZA East Wing
Phase 4, 4A Suite No. 808
P.O. Box 231062, Dubai - U.A.E.

9A. AMENDMENT OF SOLICITATION NO.
9B DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. ✓ SPM300-12-D-3571
10B DATED (SEE ITEM 13) 22 June 2012

CODE SUR64 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. Offer 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 2 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- 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 43.103(a) via Bilateral Modification
- 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 Pages 2 - 4 for details of this modification.

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 W. Brans, Managing Director	16A. NAME AND TITLE OF SIGNER (Type or print) Lourdes G. Valentin
15B. CONTRACTOR/OFFEROR 	16B. UNITED STATES OF AMERICA BY
15C. DATE SIGNED 3/10/14	16C. DATE SIGNED 3/12/14
(Signature of person authorized to sign)	(Signature of Contracting Officer)

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- A. This modification addresses revised contractual terms pertaining to the supply of fresh fruits and vegetables (FF&V) grown and sourced locally in and from Afghanistan (local FF&V). The details of this modification pertain only to the following FF&V items:

LOCAL AFGHAN FF&V			
	NSN	Item Description	UOM
1	891501E311937	BEANS, GREEN, FRESH, BULK, BUY IN 1 LB INCREMENTS	LB
2	891501E213589	BROCCOLI, FRESH, US NO. 1 GR, OR LOCAL EQUIV,, BUY IN 1 LB	LB
3	891501E213592	CABBAGE, DANISH, FRESH, BULK, US NO. 1 GR, OR LOCAL EQUIV,	LB
4	891501E213593	CABBAGE, RED, FRESH, BULK, US NO. 1 GR, OR LOCAL EQUIV, 1/1	LB
5	891501E213594	CANTALOUPE, FRESH, BULK, US NO. 1 GR, OR LOCAL EQUIV, BUY	LB
6	891501E213595	CARROTS, FRESH, BULK, BUY IN 1 LB INCREMENTS	LB
7	891501E213596	CAULIFLOWER, FRESH, US NO. 1 GR, OR LOCAL EQUIV, BUY IN 1 L	LB
8	891501E311936	CELERY, FRESH, IND WRAPPED, US#1, OR LOCAL EQUIVALENT, BUY	LB
9	891501E213599	CUCUMBERS, BULK, FRESH, US NO. 1 GR, OR LOCAL EQUIV, BUY IN	LB
10	891501E213604	HONEYDEW MELONS, FRESH, BULK, US NO. 1 GR, OR LOCAL EQUIV,	LB
11	891501E213607	LETTUCE, ICEBERG, FRESH, BULK, US NO. 1 GR, OR LOCAL EQUIV,	LB
12	891501E213628	LETTUCE, ROMAINE, FRESH, US NO. 1 GR, OR LOCAL EQUIV, BUY I	LB
13	891501E213614	ONIONS, GREEN, FRESH, BUY IN 1 LB INCREMENTS	LB
14	891501E311934	ONIONS, SWEET SPANISH, DRY, US#1 OR LOCAL EQUIV, BUY IN 1 L	LB
15	891501E213617	PARSLEY, FRESH, BULK, , BUY IN 1 LB INCREMENTS	LB
16	891501E311015	PEPPERS, SWT, FRESH, GREEN, BULK, US#1 OR LOCAL EQVINT, MIN	LB
17	891501E312379	POTATOES, WHITE, BAKING, FRESH, BUY IN 1 LB INCREMENTS	LB
18	891501E311933	POTATOES, WHITE, FRESH, US#1 OR LOCAL EQUIV, BUY IN 1 LB IN	LB
19	891501E290107	PUMPKIN, FRESH, VARIETY SIZES, ISSUED BY LB	LB
20	891501E311019	RADISHES, FRESH, RED, TOPPED, BULK, US#1 OR LOCAL EQVINT, 1	LB
21	891501E213629	SPINACH, RTU, FRESH, CRINKLED-LEAF OR FLAT LEAF, US NO 1 GR	LB
22	891501E213634	TOMATOES, FRESH, US NO. 1 GR, OR LOCAL EQUIV, BUY IN 1 LB I	LB
23	891501E213636	WATERMELON, FRESH, US NO. 1 GR, OR LOCAL EQUIV, 1 TO 3/BOX,	LB

- B. For local FF&V items, ANHAM FZCO’s Non-Standard Distribution Price w/ Private Convoy Security (PCS) for Category 5: LMR Chill LB is revised as follows:



- C. For local FF&V items, ANHAM FZCO’s Non-Standard Distribution Price without Private Convoy Security (PCS) for Category 5: LMR Chill LB is revised as follows:



- D. The above Non-Standard Distribution Prices take into account the local FF&V [REDACTED], as detailed in Modification P00003 to ANHAM FZCO’s contract, Contract No. SPM300-12-D-3571. The Non-Standard Distribution Prices above are fixed, and take into account the [REDACTED] upfront in the cataloging stage. ANHAM FZCO will not submit a [REDACTED] to DLA Troop Support and the Contracting Officer as outlined in Modification P00003. ANHAM FZCO is required to submit the report required by Clause H of Modification P00003.

- E. [REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- H. In the event that any of the roles and responsibilities outlined in paragraphs F and G above change, ANHAM FZCO must immediately notify the Contracting Officer and ANHAM FZCO's contract unit price will be adjusted downward commensurately. In the event that any change in roles and/or responsibilities outlined in paragraphs F and G above result in an increased cost to ANHAM FZCO or its subcontractors, no commensurate increase in contract unit price beyond what is permitted by the contract Economic Price Adjustment (EPA) clause will be permitted.
- I. ANHAM FZCO's catalog prices will be adjusted in accordance with the EPA clause included in its contract. For each individual FF&V item, only one source of FF&V is authorized for each Ordering Period. An Ordering Period is equivalent to the lesser of an Ordering Month or a portion of an Ordering Month. Multiple sources during one Ordering Period are not authorized. ANHAM FZCO will supply either 100% of the

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requirement from its local Afghan FF&V provider, J [REDACTED] or 100% imported from [REDACTED] for each Ordering Period. The determination regarding whether [REDACTED] product will be supplied for any Ordering Period must be made when the catalog price is established. If for any reason during an Ordering Period that local FF&V is being provided, the local grown items are not sufficient to meet the demand requirements for the Ordering Period, ANHAM FZCO must notify the Contracting Officer immediately. In the event that local grown items are not sufficient to meet demand, the Contracting Officer, on a case by case basis, will review requests for prices changes and provided that prices can be determined to be fair and reasonable, may authorize ANHAM FZCO to satisfy the contract requirements with imported FF&V and the catalog will be adjusted accordingly. Catalog changes received prior to 12:00 pm on Tuesdays will be processed and take effect on the following Monday, catalog changes received after 12:00pm on Tuesdays will be processed and take effective on the second Monday after the request is received. In the event that the Contracting Officer does not authorize a catalog change, ANHAM FZCO will still be responsible for meeting customer requirements at the existing catalog price and the Government will not be responsible for any additional costs to include, but are not limited to, procurement, airlift and transportation costs.

- J. In consideration for this modification and the terms agreed to herein, ANHAM FZCO hereby releases the Government from any and all liability under this contract for further claims or equitable adjustments attributable to the facts and circumstances giving rise to the modification and ANHAM FZCO's procurement and supply of FF&V under this contract. Such released claims and equitable adjustments include, but are not limited to, any assumption, risk, or business decisions made by ANHAM FZCO.
- K. ANHAM FZCO shall comply with the terms and conditions of its contract for any and all actions/procurement of FF&V and any other product under this contract. In addition, when submitting quotes/invoices for local FF&V throughout the life of the contract, these quotes/invoices shall be in accordance with the terms and conditions of the Pricing Language and the Economic Price Adjustment Clause for substantiating the contract's product price as identified in ANHAM FZCO's contract, except as modified herein.
- L. All other terms and conditions remain unchanged.