

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
K

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2. AMENDMENT/MODIFICATION NO. P00010		3. EFFECTIVE DATE See Blk. 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 14	5. PROJECT NO. (If applicable)
6. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBB NS AVENUE PHILADELPHIA PA 19111-5096 USA	CODE SPE300	7. ADMINISTERED BY (If other than Item 6) DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA		CODE SPE300

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  KGL Food Services WLL Al Jahra Road and Ghazali Bridge Shuwaikh, 13106 Kuwait	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. SPE300-18-D-4032
		10B. DATED (SEE ITEM 13) 09/10/2019
CODE SEM83	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 APPLIES ONLY TO MODIFICATIONS 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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(C) - Contract Terms and Conditions - Commercial Items
	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 )

The purpose of this modification is to award a bridge contract to KGL Food Services WLL (KGL) under the authority of 10 U.S.C. 2304(c)(1), whereby award is made using other than full and open competition.

Base Period: July 10, 2020 through February 9, 2021  
Option Period: February 10, 2021 through June 9, 2021

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) Sam khatib General manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jamie Shuster Contracting Officer
15B. [Redacted]	16B. UNITED STATES OF AMERICA [Redacted Signature] (Signature of Contracting Officer)
15C. DATE SIGNED 07/09/2020	16C. DATE SIGNED 07/09/2020

A. Purpose/Background

The purpose of this modification is to award an indefinite-delivery, indefinite-quantity (IDIQ), fixed price with economic price adjustment (EPA) bridge contract to provide perishable and semi-perishable subsistence supplies to authorized customers in the Iraq, Jordan, Kuwait, Syria areas of responsibility (AOR) to KGL Food Services WLL (KGL). This bridge contract is awarded under the authority of 10 U.S.C. 2304 (c)(1), using other than full and open competition. For operational and administrative purposes, this bridge contract is serving as an extension to initial bridge contract SPE300-18-D-4032, effective September 10, 2019. All terms and conditions of initial bridge contract SPE300-18-D-4032 are incorporated into this second bridge contract, except as modified herein to address, in part, this limited bridge contract performance.

This bridge contract will have a seven (7)-month base period of performance beginning the date of execution of this modification, and will include one (1) four (4)-month option period. The estimated dollar value of the entire bridge contract, inclusive of the option period, is \$187,000,000.00. The guaranteed minimum dollar value of the entire contract, inclusive of the option period, is \$18,700,000.00. No separate guaranteed minimum dollar value will apply for the option. The contract maximum dollar value for all performance periods, inclusive of surge, is \$467,500,000.00.

B. Distribution Categories and Pricing

The below Distribution Prices and Categories under this bridge contract remain unchanged from KGL's distribution prices under its initial bridge contract SPE300-18-D-4032.

**STANDARD DISTRIBUTION PRICES**

Distribution Category #	Distribution Category Description	Distribution Price Category Unit of Measure	Kuwait Iraq Syria & Jordan Standard Distribution
1	CONUS DRY CS	CS	■
1A	CONUS DRY CS (For Product Price Exceptions B, C, D, or E)	CS	■
2	CONUS DRY EA (UOM for EA = 1 CO)	EA	■

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2A	CONUS DRY EA (For Product Price Exceptions B, C, D, or E) (UOM for EA = 1 CO)	EA	■
3	CONUS FZN CS	CS	■
3A	CONUS FZN CS (For Product Price Exceptions B, C, D, or E)	CS	■
4	CONUS FZN LB	LB	■
4A	CONUS FZN LB (For Product Price Exceptions B, C, D, or E)	LB	■
5	CONUS CHILLED CS	CS	■
5A	CONUS CHILLED CS (For Product Price Exceptions B, C, D, or E)	CS	■
6	OCONUS DRY CS	CS	■
7	OCONUS FZN CS	CS	■
8	OCONUS CHILLED CS	CS	■
9	OCONUS CHILLED OR FZN LB	LB	■
10	OCONUS FF&V (For Product Price Exception A)	LB	■
11	OCONUS WATER CS (Potable - Bottled)	CS	■
12	DISPOSAL (Incl. Trans; Approved at the Contracting Officer's Discretion)	CS	■
13	RESTOCKING PRICE FOR ORDERS OVER \$10K (Approved at the Contracting Officer's Discretion)	CS	■
14	GFM Distribution, Storage, Rework, Relabel, Dry (Single Case/Box)	CS	■
15	GFM Distribution, Storage, Rework, Relabel, Dry (2 Cases per Module) EA = 2 cases	EA	■
16	GFM Distribution, Storage, Rework, Relabel, Dry (3 Cases per Module) EA = 3 cases	EA	■
17	GFM Distribution, Storage, Rework, Relabel, FRZ (Single Case/Box)	EA	■
18	FSOS (Non-Food) by the CS	CS	■

**STANDARD DISTRIBUTION PRICE FOR JORDAN/SYRIA BASKETS DELIVERIES<sup>1</sup>**

Distribution Category #	Distribution Category Description	Distribution Price Category Unit of Measure	Standard Distribution
19	Jordan Syria Basket CS	CS	■

**NON-STANDARD DISTRIBUTION PRICES FOR GROUND MOVEMENT WITHIN IRAQ INCLUSIVE OF PRIVATE CONVOY SECURITY (PCS)**

Distribution Category #	Distribution Category Description	Distribution Price Category Unit of Measure	Non Standard Distribution for Ground Movement within Iraq Inclusive of PCS
1	CONUS DRY CS	CS	■
1A	CONUS DRY CS (For Product Price Exceptions B, C, D, or E)	CS	■
2	CONUS DRY EA (UOM for EA = 1 CO)	EA	■
2A	CONUS DRY EA (For Product Price Exceptions B, C, D, or E) (UOM for EA = 1 CO)	EA	■
3	CONUS FZN CS	CS	■
3A	CONUS FZN CS (For Product Price Exceptions B, C, D, or E)	CS	■
4	CONUS FZN LB	LB	■
4A	CONUS FZN LB (For Product Price Exceptions B, C, D, or E)	LB	■
5	CONUS CHILLED CS	CS	■
5A	CONUS CHILLED CS (For Product Price Exceptions B, C, D, or E)	CS	■
6	OCONUS DRY CS	CS	■
7	OCONUS FZN CS	CS	■
8	OCONUS CHILLED CS	CS	■
9	OCONUS CHILLED OR FZN LB	LB	■

<sup>1</sup> Specific terms and conditions relative to these deliveries are outlined in Modification P00009 to SPE300-18-D-4032, effective April 10, 2020, and remain unchanged throughout performance under this second bridge contract.

10	OCONUS FF&V (For Product Price Exception A)	LB	■
11	OCONUS WATER CS (Potable - Bottled)	CS	■
12	DISPOSAL (Incl. Trans; Approved at the Contracting Officer's Discretion)	CS	■
13	RESTOCKING PRICE FOR ORDERS OVER \$10K (Approved at the Contracting Officer's Discretion)	CS	■
14	GFM Distribution, Storage, Rework, Relabel, Dry (Single Case/Box)	CS	■
15	GFM Distribution, Storage, Rework, Relabel, Dry (2 Cases per Module) EA = 2 cases	EA	■
16	GFM Distribution, Storage, Rework, Relabel, Dry (3 Cases per Module) EA = 3 cases	EA	■
17	GFM Distribution, Storage, Rework, Relabel, FRZ (Single Case/Box)	EA	■
18	FSOS (Non-Food) by the CS	CS	■

**NON-STANDARD DISTRIBUTION PRICES FOR GROUND MOVEMENT WITHIN IRAQ WITHOUT PRIVATE CONVOY SECURITY (PCS)**

Distribution Category #	Distribution Category Description	Distribution Price Category Unit of Measure	Non Standard Distribution for Ground Movement within Iraq without PCS
1	CONUS DRY CS	CS	■
1A	CONUS DRY CS (For Product Price Exceptions B, C, D, or E)	CS	■
2	CONUS DRY EA (UOM for EA = 1 CO)	EA	■
2A	CONUS DRY EA (For Product Price Exceptions B, C, D, or E) (UOM for EA = 1 CO)	EA	■
3	CONUS FZN CS	CS	■
3A	CONUS FZN CS (For Product Price Exceptions B, C, D, or E)	CS	■
4	CONUS FZN LB	LB	■
4A	CONUS FZN LB (For Product Price Exceptions B, C, D, or E)	LB	■
5	CONUS CHILLED CS	CS	■
5A	CONUS CHILLED CS (For Product Price Exceptions B, C, D, or E)	CS	■
6	OCONUS DRY CS	CS	■

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7	OCONUS FZN CS	CS	■
8	OCONUS CHILLED CS	CS	■
9	OCONUS CHILLED OR FZN LB	LB	■
10	OCONUS FF&V (For Product Price Exception A)	LB	■
11	OCONUS WATER CS (Potable - Bottled)	CS	■
12	DISPOSAL (Incl. Trans; Approved at the Contracting Officer's Discretion)	CS	■
13	RESTOCKING PRICE FOR ORDERS OVER \$10K (Approved at the Contracting Officer's Discretion)	CS	■
14	GFM Distribution, Storage, Rework, Relabel, Dry (Single Case/Box)	CS	■
15	GFM Distribution, Storage, Rework, Relabel, Dry (2 Cases per Module) EA = 2 cases	EA	■
16	GFM Distribution, Storage, Rework, Relabel, Dry (3 Cases per Module) EA = 3 cases	EA	■
17	GFM Distribution, Storage, Rework, Relabel, FRZ (Single Case/Box)	EA	■
18	FSOS (Non-Food) by the CS	CS	■

**NON-STANDARD DISTRIBUTION PRICES FOR COMMERCIAL AIR MOVEMENT TO IRAQ**

Distribution Category #	Distribution Category Description	Distribution Price Category Unit of Measure	Non Standard Distribution for Commercial Air Movement to Iraq
1	CONUS DRY CS	LB	■
1A	CONUS DRY CS (For Product Price Exceptions B, C, D, or E)	LB	■
2	CONUS DRY EA (UOM for EA = 1 CO)	LB	■
2A	CONUS DRY EA (For Product Price Exceptions B, C, D, or E) (UOM for EA = 1 CO)	LB	■
3	CONUS FZN CS	LB	■
3A	CONUS FZN CS (For Product Price Exceptions B, C, D, or E)	LB	■
4	CONUS FZN LB	LB	■
4A	CONUS FZN LB (For Product Price Exceptions B, C, D, or E)	LB	■

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5	CONUS CHILLED CS	LB	■
5A	CONUS CHILLED CS (For Product Price Exceptions B, C, D, or E)	LB	■
6	OCONUS DRY CS	LB	■
7	OCONUS FZN CS	LB	■
8	OCONUS CHILLED CS	LB	■
9	OCONUS CHILLED OR FZN LB	LB	■
10	OCONUS FF&V (For Product Price Exception A)	LB	■
11	OCONUS WATER CS (Potable - Bottled)	LB	■
12	DISPOSAL (Incl. Trans; Approved at the Contracting Officer's Discretion)	LB	■
13	RESTOCKING PRICE FOR ORDERS OVER \$10K (Approved at the Contracting Officer's Discretion)	LB	■
14	GFM Distribution, Storage, Rework, Relabel, Dry (Single Case/Box)	LB	■
15	GFM Distribution, Storage, Rework, Relabel, Dry (2 Cases per Module) EA = 2 cases	LB	■
16	GFM Distribution, Storage, Rework, Relabel, Dry (3 Cases per Module) EA = 3 cases	LB	■
17	GFM Distribution, Storage, Rework, Relabel, FRZ (Single Case/Box)	LB	■
18	FSOS (Non-Food) by the CS	LB	■

**NON-STANDARD DISTRIBUTION PRICES FOR GROUND MOVEMENT WITHIN SYRIA  
INCLUSIVE OF PRIVATE CONVOY SECURITY (PCS)**

<b>Distribution Category #</b>	<b>Distribution Category Description</b>	<b>Distribution Price Category Unit of Measure</b>	<b>Non Standard Distribution for Ground Movement within Syria Inclusive of PCS</b>
1	CONUS DRY CS	CS	■
1A	CONUS DRY CS (For Product Price Exceptions B, C, D, or E)	CS	■
2	CONUS DRY EA (UOM for EA = 1 CO)	EA	■
2A	CONUS DRY EA (For Product Price Exceptions B, C, D, or E) (UOM for EA = 1 CO)	EA	■
3	CONUS FZN CS	CS	■

3A	CONUS FZN CS (For Product Price Exceptions B, C, D, or E)	CS	██████
4	CONUS FZN LB	LB	██████
4A	CONUS FZN LB (For Product Price Exceptions B, C, D, or E)	LB	██████
5	CONUS CHILLED CS	CS	██████
5A	CONUS CHILLED CS (For Product Price Exceptions B, C, D, or E)	CS	██████
6	OCONUS DRY CS	CS	██████
7	OCONUS FZN CS	CS	██████
8	OCONUS CHILLED CS	CS	██████
9	OCONUS CHILLED OR FZN LB	LB	██████
10	OCONUS FF&V (For Product Price Exception A)	LB	██████
11	OCONUS WATER CS (Potable - Bottled)	CS	██████
12	DISPOSAL (Incl. Trans; Approved at the Contracting Officer's Discretion)	CS	██████
13	RESTOCKING PRICE FOR ORDERS OVER \$10K (Approved at the Contracting Officer's Discretion)	CS	██████
14	GFM Distribution, Storage, Rework, Relabel, Dry (Single Case/Box)	CS	██████
15	GFM Distribution, Storage, Rework, Relabel, Dry (2 Cases per Module) EA = 2 cases	EA	██████
16	GFM Distribution, Storage, Rework, Relabel, Dry (3 Cases per Module) EA = 3 cases	EA	██████
17	GFM Distribution, Storage, Rework, Relabel, FRZ (Single Case/Box)	EA	██████
18	FSOS (Non-Food) by the CS	CS	██████

**NON-STANDARD DISTRIBUTION PRICES FOR GROUND MOVEMENT WITHIN SYRIA WITHOUT PRIVATE CONVOY SECURITY (PCS)**

Distribution Category #	Distribution Category Description	Distribution Price Category Unit of Measure	Non Standard Distribution for Ground Movement within Syria without PCS
1	CONUS DRY CS	CS	██████



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1A	CONUS DRY CS (For Product Price Exceptions B, C, D, or E)	CS	■
2	CONUS DRY EA (UOM for EA = 1 CO)	EA	■
2A	CONUS DRY EA (For Product Price Exceptions B, C, D, or E) (UOM for EA = 1 CO)	EA	■
3	CONUS FZN CS	CS	■
3A	CONUS FZN CS (For Product Price Exceptions B, C, D, or E)	CS	■
4	CONUS FZN LB	LB	■
4A	CONUS FZN LB (For Product Price Exceptions B, C, D, or E)	LB	■
5	CONUS CHILLED CS	CS	■
5A	CONUS CHILLED CS (For Product Price Exceptions B, C, D, or E)	CS	■
6	OCONUS DRY CS	CS	■
7	OCONUS FZN CS	CS	■
8	OCONUS CHILLED CS	CS	■
9	OCONUS CHILLED OR FZN LB	LB	■
10	OCONUS FF&V (For Product Price Exception A)	LB	■
11	OCONUS WATER CS (Potable - Bottled)	CS	■
12	DISPOSAL (Incl. Trans; Approved at the Contracting Officer's Discretion)	CS	■
13	RESTOCKING PRICE FOR ORDERS OVER \$10K (Approved at the Contracting Officer's Discretion)	CS	■
14	GFM Distribution, Storage, Rework, Relabel, Dry (Single Case/Box)	CS	■
15	GFM Distribution, Storage, Rework, Relabel, Dry (2 Cases per Module) EA = 2 cases	EA	■
16	GFM Distribution, Storage, Rework, Relabel, Dry (3 Cases per Module) EA = 3 cases	EA	■
17	GFM Distribution, Storage, Rework, Relabel, FRZ (Single Case/Box)	EA	■
18	FSOS (Non-Food) by the CS	CS	■

**NON-STANDARD DISTRIBUTION PRICES FOR COMMERCIAL AIR MOVEMENT TO SYRIA**

Distribution Category #	Distribution Category Description	Distribution Price Category Unit of Measure	Non Standard Distribution for Commercial Air Movement to Syria
1	CONUS DRY CS	LB	■
1A	CONUS DRY CS (For Product Price Exceptions B, C, D, or E)	LB	■
2	CONUS DRY EA (UOM for EA = 1 CO)	LB	■
2A	CONUS DRY EA (For Product Price Exceptions B, C, D, or E) (UOM for EA = 1 CO)	LB	■
3	CONUS FZN CS	LB	■
3A	CONUS FZN CS (For Product Price Exceptions B, C, D, or E)	LB	■
4	CONUS FZN LB	LB	■
4A	CONUS FZN LB (For Product Price Exceptions B, C, D, or E)	LB	■
5	CONUS CHILLED CS	LB	■
5A	CONUS CHILLED CS (For Product Price Exceptions B, C, D, or E)	LB	■
6	OCONUS DRY CS	LB	■
7	OCONUS FZN CS	LB	■
8	OCONUS CHILLED CS	LB	■
9	OCONUS CHILLED OR FZN LB	LB	■
10	OCONUS FF&V (For Product Price Exception A)	LB	■
11	OCONUS WATER CS (Potable - Bottled)	LB	■
12	DISPOSAL (Incl. Trans; Approved at the Contracting Officer's Discretion)	LB	■
13	RESTOCKING PRICE FOR ORDERS OVER \$10K (Approved at the Contracting Officer's Discretion)	LB	■
14	GFM Distribution, Storage, Rework, Relabel, Dry (Single Case/Box)	LB	■
15	GFM Distribution, Storage, Rework, Relabel, Dry (2 Cases per Module) EA = 2 cases	LB	■

16	GFM Distribution, Storage, Rework, Relabel, Dry (3 Cases per Module) EA = 3 cases	LB	■
17	GFM Distribution, Storage, Rework, Relabel, FRZ (Single Case/Box)	LB	■
18	FSOS (Non-Food) by the CS	LB	■

C. Contract Clauses and Terms

This bridge contract incorporates the following additional clauses/provisions:

**52.217-9 Option to Extend the Term of the Contract (Mar 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor at least 1 day prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 11 months.

(End of Clause)

D. Waiver

This bridge contract does not impact any claims and/or requests for equitable adjustments under contract SPE300-18-D-4032 or its subsequent bridge contract that are pending or may be filed. The parties agree that neither this bridge contract nor any conduct by or on behalf of the parties constitutes a waiver of any claims or defenses, including affirmative defenses, which the parties have or may have in connection with any matter whatsoever, whether now known or existing, or arising in the future. The parties specifically acknowledge and agree that this bridge contract continues to preserve any and all claims or defenses, including affirmative defenses, which the parties now have or may have, whether known or unknown, in connection with any conduct or action taken at any time whatsoever in connection with the contract.