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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE U | PAGE OF PAGES 1 2 | |
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|-------------------------------------|----------------------------------|---|---------------------------------------|
| 2. AMENDMENT/MODIFICATION NO. 23 | 3. EFFECTIVE DATE 05-Dec-2013 | 4. REQUISITION/PURCHASE REQ. NO. N/A | 5. PROJECT NO. (If applicable) N/A |
| 6. ISSUED BY CODE | N00174 | 7. ADMINISTERED BY (If other than Item 6) CODE | S2404A |

NSWC, INDIAN HEAD DIVISION

4072 North Jackson Road, Suite 132

Indian Head MD 20640-5115

paulette.bowman@navy.mil 301-744-6663

DCMA Manassas

10500 BATTLEVIEW PARKWAY, SUITE 200

MANASSAS VA 20109-2342

| | | |
|---|---------------|--|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) BOOZ ALLEN HAMILTON INC 8283 Greensboro Drive McLean VA 22102 | | 9A. AMENDMENT OF SOLICITATION NO. |
| [X] | | 9B. DATED (SEE ITEM 11) |
| | | 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4024-FG06 |
| | | 10B. DATED (SEE ITEM 13) 18-Sep-2009 |
| CAGE CODE 17038 | 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 one (1) copy 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 ACKNOWLEDGEMENT 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.

| | |
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| (*) | 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 checked="" 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 type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| <input type="checkbox"/> | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

SEE PAGE 2

| | | | |
|---|------------------|--|---------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kay V Proctor, Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY /s/Kay V Proctor (Signature of Contracting Officer) | 16C. DATE SIGNED 05-Dec-2013 |
| (Signature of person authorized to sign) | | | |

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA
FAR (48 CFR) 53.243

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|----------------------------------|----------------------------|----------------------------------|----------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 2 of 2 | FINAL |
|----------------------------------|----------------------------|----------------------------------|----------------|-------|

GENERAL INFORMATION

The purpose of this modification is to change the COR and add an alternate COR. Accordingly, said Task Order is modified as follows:

The COR is changed in Section B, Supplies and Services and Section G Contract Administration Data as follows:

The Contracting Officer's Representative (COR) for this Task Order is:

Jennifer H. Twombly
4072 North Jackson Road, Ste., 106
Indian Head, MD 20640

Phone: 301-744-1909

Email: jennifer.twombly@navy.mil

The Alternate Contracting Officer's Representative (COR) for this Task Order is:

Dawn Tolson
4072 North Jackson Road, Ste., 106
Indian Head, MD 20640

Phone: 301-744-4469

Email: dawn.tolson@navy.mil

A conformed copy of this Task Order is attached to this modification for informational purposes only.

The total amount of funds obligated to the task is hereby increased from \$38,466,315.28 by \$0.00 to \$38,466,315.28.

The total value of the order is hereby increased from \$39,573,453.00 by \$0.00 to \$39,573,453.00.

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|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 1 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|---|------|------|-----------|-----------|----------------|
| ----- | --- | ----- | ---- | ---- | ----- | ----- | ----- |
| 1000 | R425 | Logistics, Technical, Engineering, & Training Support (TBD) | 1.0 | LO | \$ | \$ | \$5,981,203.00 |
| 100001 | R425 | Incremental Funding (OTHER) | | | | | |
| 100002 | R425 | Incremental Funding (OTHER) | | | | | |
| 100003 | R425 | Incremental Funding (OTHER) | | | | | |
| 100004 | R425 | Incremental Funding (OTHER) | | | | | |
| 100005 | R425 | Incremental Funding (OTHER) | | | | | |
| 100006 | R425 | Incremental Funding (OTHER) | | | | | |
| 100007 | R425 | Incremental Funding (OTHER) | | | | | |
| 100008 | R425 | Incremental Funding (OTHER) | | | | | |

For ODC Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|--------|------|---|------|------|----------------|
| ----- | --- | ----- | ---- | ---- | ----- |
| 3000 | R425 | TOTAL ODC'S NOT TO EXCEED \$1,122,111.00 (TBD) | 1.0 | LO | \$1,122,111.00 |
| 300001 | R425 | Incremental Funding (OTHER) | | | |
| 300002 | R425 | Incremental Funding (OTHER) | | | |
| 300003 | R425 | Incremental | | | |

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|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 2 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

Funding (OTHER)

300004 R425 Incremental
Funding (OTHER)

300005 R425 Incremental
Funding (OTHER)

300006 R425 Incremental
Funding (OTHER)

300007 R425 Incremental
Funding (OTHER)

300008 R425 Incremental
Funding (OTHER)

For Cost Type Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|--|-----|------|-----------|-----------|----------------|
| ----- | --- | ----- | --- | --- | ----- | ----- | ----- |
| 4000 | R425 | Logistics, Technical, Engineering and Training Support (TBD) | 1.0 | LO | \$ | \$ | \$4,908,048.12 |
| 400001 | R425 | Incremental Funding (OTHER) | | | | | |
| 400002 | R425 | Incremental Funding (OTHER) | | | | | |
| 400003 | R425 | Incremental Funding (OTHER) | | | | | |
| 400004 | R425 | Incremental Funding (OTHER) | | | | | |
| 400005 | R425 | Incremental Funding (OTHER) | | | | | |
| 400006 | R425 | Incremental Funding (OTHER) | | | | | |
| 400007 | R425 | Incremental Funding (OTHER) | | | | | |
| 4001 | R425 | Logistics, Technical, Engineering and Training Support (TBD) | 1.0 | LO | \$ | \$ | \$8,070,191.04 |
| 400101 | R425 | Funding (OTHER) | | | | | |

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|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 3 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

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|--------|------|--|-----|----|----|----|----------------|
| 400102 | R425 | Funding (OTHER) | | | | | |
| 400103 | R425 | Funding (OTHER) | | | | | |
| 400104 | R425 | Funding (OTHER) | | | | | |
| 400105 | R425 | Funding (OTHER) | | | | | |
| 400106 | R425 | Funding (OTHER) | | | | | |
| 400107 | R425 | Funding (OTHER) | | | | | |
| 4002 | R425 | Logistics, Technical, Engineering and Training Support (OTHER) | 1.0 | LO | \$ | \$ | \$6,675,319.47 |
| 400201 | R425 | funding (OTHER) | | | | | |
| 400202 | R425 | funding (OTHER) | | | | | |
| 400203 | R425 | funding (OTHER) | | | | | |
| 400204 | R425 | funding (OTHER) | | | | | |
| 400205 | R425 | funding (OTHER) | | | | | |
| 400206 | R425 | funding (OTHER) | | | | | |
| 400207 | R425 | funding (OTHER) | | | | | |
| 400208 | R425 | funding (OTHER) | | | | | |
| 400209 | R425 | funding (OTHER) | | | | | |
| 400210 | R425 | funding (OTHER) | | | | | |
| 400211 | R425 | funding (OTHER) | | | | | |
| 400212 | R425 | funding (OTHER) | | | | | |
| 4003 | R425 | Logistics, Technical, Engineering and Training Support (OTHER) | 1.0 | LO | \$ | \$ | \$6,897,713.37 |
| 400301 | R425 | Funding (OTHER) | | | | | |
| 400302 | R425 | Funding (OTHER) | | | | | |
| 400303 | R425 | Funding (OTHER) | | | | | |
| 400304 | R425 | Funding (OTHER) | | | | | |
| 400305 | R425 | Funding (OTHER) | | | | | |

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|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 4 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

400306 R425 Funding (OTHER)

For ODC Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|--------|------|---|------|------|----------------|
| ----- | --- | ----- | ---- | ---- | ----- |
| 6000 | R425 | TOTAL ODC'S NOT TO EXCEED \$1,311,362.18 (TBD) | 1.0 | LO | \$1,311,362.18 |
| 600001 | R425 | Incremental Funding (OTHER) | | | |
| 600002 | R425 | Incremental Funding (OTHER) | | | |
| 600003 | R425 | Incremental Funding (OTHER) | | | |
| 600004 | R425 | Incremental Funding (OTHER) | | | |
| 6001 | R425 | TOTAL ODC'S NOT TO EXCEED \$1,065,605.00 (OTHER) | 1.0 | LO | \$1,065,605.00 |
| 600101 | R425 | Funding (OTHER) | | | |
| 600102 | R425 | Funding (OTHER) | | | |
| 600103 | R425 | Funding (OTHER) | | | |
| 600104 | R425 | Funding (OTHER) | | | |
| 600105 | R425 | Funding (OTHER) | | | |
| 600106 | R425 | Funding (OTHER) | | | |
| 600107 | R425 | Funding (OTHER) | | | |
| 6002 | R425 | TOTAL ODC'S NOT TO EXCEED \$1,582,065.49 (OTHER) | 1.0 | LO | \$1,582,065.49 |
| 600201 | R425 | funding (OTHER) | | | |
| 600202 | R425 | Funding (OTHER) | | | |
| 600203 | R425 | Funding (OTHER) | | | |
| 600204 | R425 | Funding (OTHER) | | | |
| 600205 | R425 | Funding (OTHER) | | | |

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|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 5 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

600206 R425 Funding (OTHER)

600207 R425 funding (OTHER)

600208 R425 funding (OTHER)

600209 R425 funding (OTHER)

600210 R425 funding (OTHER)

6003 R425 TOTAL ODC'S NOT 1.0 LO \$1,959,834.33
TO EXCEED
\$1,959,834.33
(TBD)

600301 R425 Funding (OTHER)

600302 R425 Funding (OTHER)

600303 R425 Funding (OTHER)

600304 R425 Funding (OTHER)

600305 R425 Funding (OTHER)

600306 R425 Funding (OTHER)

600307 R425 Funding (OTHER)

CONTRACTING OFFICER REPRESENTATIVE (COR)

a) The Contracting Officer Representative for this task order is:

Jennifer H. Twombly
4072 North Jackson Road, Ste., 106
Indian Head, MD 20640

Phone: 301-744-1909
Email: jennifer.twombly@navy.mil

(b) The Alternate COR for this contract is:

Dawn Tolson
4072 North Jackson Road, Ste., 106
Indian Head, MD 20640

Phone: 301-744-4469
Email: dawn.tolson@navy.mil

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|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 6 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the task order.

(d) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the task order, the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the task order, until the ordering officer has issued a modification to the task order; or until the issue has been otherwise resolved.

(e) In the event that the COR named above is absent due to leave, illness or official business, all responsibility and functions assigned to the COR will be the responsibility of the alternate COR.

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|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 7 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE-BASED STATEMENT OF WORK FOR LOGISTICS, TECHNICAL, ENGINEERING, AND TRAINING SUPPORT

1.0 GENERAL

1.1 INTRODUCTION

The Indian Head Division, Naval Surface Warfare Center, (IHD/NSWC) has a requirement to provide logistics, technical, engineering, and training support, and product development to the US Navy. These services may be in support of the On-Site Logistics Team and the Shipbuilding, Conversion and Repair (SUPSHIP), Gulf Coast Team efforts.

1.2 SCOPE

This Statement of Work (SOW) addresses support required in the areas of design, development, training and site support, and program management. The contractor shall utilize a contractor team approach for preparation of an Operations and Maintenance; Maintenance and Repair; and Crew Familiarization Training Plan; and Hull, Mechanical and Electrical (HM&E); and Command, Control, Communications, Computers, Intelligence Surveillance and Reconnaissance (C4ISR) training programs. The contractor shall develop an overall training approach with contractor team coordination to provide the details of how pipeline, crew familiarization (classroom), dockside and at-sea training will be implemented, managed, and completed to support Government Furnished (GF) sail away craft(s). This effort involves development and finalization of operational, maintenance, special purpose technical and training manuals, and training schedules for the specific Government Furnished (GF) craft(s).

The contractor shall advise and assist the Government, but shall not make final decisions or certifications on behalf of the Government nor perform any inherently Governmental functions. The contractor and its employees shall not represent the Government nor appear to represent the Government in performance of these contract services. At all times, contractor personnel will wear appropriate identification identifying themselves as contractor personnel. At all meetings, conferences, or sessions with the Government personnel, contractor personnel shall clearly identify their status as contractor employees. All reports delivered under this contract are property of the U.S. Government.

2.0 REQUIREMENTS

2.1 TECHNICAL AND ENGINEERING SUPPORT

The contractor shall assist Government personnel with performing systems analysis, engineering and program support to include conducting market surveys, performing analysis of data, establishing information sources, and managing the design, development, fabrication and fielding of training systems. Support functions will include integrated logistics support, financial planning, cost and budget analysis, quality control/assurance, testing, operations, maintenance, supply, and training. The contractor shall assist with various aspects of engineering design including human factors studies, engineering market research, engineering studies and assessments, prototyping, and systems integration. Contractor assistance is required to provide coordination of all efforts relating to database support, disaster recovery, requirements definitions (for software, hardware and personnel support) and system security. The contractor shall assist with defining workflows and processes, perform partner liaison duties for functionality, implementation and training global collaboration, knowledge sharing, digital object management, and process automation across all activities, processes, and functions associated with, or in support of various equipment throughout its life-cycle.

The contractor shall conduct detailed analyses of operational and functional processes in order to discern the advantages and disadvantages of current design for both HM&E and C4ISR. The contractor shall specifically address the following:

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|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 8 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

- Perform tradeoff analyses, or critique proposed systems, in light of projected requirements and specify architectural concepts required to meet these operational requirements
- Identify and develop logistics products in accordance with Technical Instructions (TI) and this Statement of Work (SOW)
- Develop and prepare training plans in accordance with the Technical Instructions (TI) and this SOW
- Prepare integrated training schedules for pipeline training in classroom, dockside, and at-sea
- Develop, prepare, and rework detailed course work as required

2.2 TRAINING AND SITE SUPPORT

The contractor shall support the training and fielding support of various programs to include technical evaluation and verification and validation. The training and evaluation support will result in a submission of lessons learned and documentation of any recommended changes to the Government. As a result of this documentation the contractor may assist with any redesign of systems, concept of operations (ConOps) or other materials that may be under consideration by the Government. The contractor shall prepare overall training plans addressing the scheduling of training; as well as allow for time in the overall pipeline training schedule for the conduct of training. The training plans shall overlay the proposed schedules to ensure all training requirements, pipeline and crew familiarization (classroom), dockside, and at-sea training periods support craft delivery schedules and ensure that all craft training will be completed prior to sail away of the applicable craft(s). A milestone schedule shall also be provided that support the development and submittal of all applicable Instructor and Student Guides. The schedule shall identify/include the estimated travel time to and from each Original Equipment Manufacturer (OEM) location for all pipeline courses and shall reflect conduct dates and address any pre-registration activities separately. This milestone schedule shall also identify how the contractor will ensure that all staff complete all required OEM pipeline training courses prior to reporting for additional familiarization training. The applicable training schedule shall also identify each pipeline training course for the applicable staff in accordance with the TI and SOW. The contractor shall identify training requirements and produce training plans that include procedures, milestones and integrated schedules, syllabus, manuals, course materials, instructor and student guides, craft information book/manuals, damage control book/manuals, engineer's operation manual, maintenance engineering plans, craft maintenance module book/manuals, as required and conduct the associated training.

2.3 MAINTENANCE SUPPORT

The contractor shall provide the maintenance training support. The training maintenance concept shall consist of Contractor Logistics Support (CLS). CLS shall consist of all levels of maintenance (Organizational, Intermediate, and Depot), as required. The training maintenance concept shall be based on the philosophy of identifying faulty replaceable assemblies through the use of manual and automated fault detection and isolation techniques. The contractor shall ensure proper training for defective or failed assemblies, which shall be removed and replaced with selected spare units. Coordination with the CLS provider shall be made to obtain removal/return/replace instructions.

2.4 CONFIGURATION MANAGEMENT AND DATA MANAGEMENT (CM/DM) SUPPORT

The contractor shall provide CM/DM for all technical data to include: operational system, subsystem, and component requirement documentation, technical development and design documentation, plans, test plans, specifications, procedures and reports. Configuration Management shall include change control, action tracking, trouble report tracking and metrics collection, analyses, and reporting.

2.5 PROGRAM MANAGEMENT SUPPORT

The contractor shall assist the Government with the management and technical support to the receiving command on organizational, doctrinal, training, operational and related issues associated with Government programs in support of Operations and Maintenance; Maintenance and Repair; and Crew Familiarization Training for GF crafts. The contractor shall provide assistance related to the preparation and submission of documentation. The contractor shall assist in the staff coordination of documentation and provide program management and technical support to Government personnel and programs that support defined efforts.

The contractor shall be required to attend meetings and reviews as directed by the Government. Meetings and reviews may include the following: Post Award, Integrated Logistics Support Planning, In Progress Review (IPR),

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|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 9 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

Training Orientation/Plans, Preliminary Design Review (PDR), Critical Design Review (CDR), and Test Readiness Review (TRR). The contractor shall assist in preparing and coordinating the agenda to key meetings, prepare presentation materials, host and/or participate in the actual meeting, and draft the minutes and action items for appropriate action.

3.0 REPORTING REQUIREMENTS AND DELIVERABLES

3.1 The contractor shall submit monthly status reports, which are due on the 15th of each month and shall be submitted to: Indian Head Division/Naval Surface Warfare Center, 4072 North Jackson Road, Building 1558, Suite 106, Code CD1, Indian Head, MD, 20640-5115. These reports shall include the following elements:

- Contractor's name and address
- Contract number and task order number
- Date of report
- Period covered by report
- Man-hours expended by discipline for the reporting period, and cumulatively during the task order
- Cost curves portraying actual/projected conditions through the task order
- Cost incurred for the reporting period and total contractual expenditures as of report date
- Description of progress made during period reported, including problem areas encountered, recommendations, if any, for subsequent solution beyond the scope of this task order;
- Trips and significant results
- Plans for activities during the following period

3.2 The contractor shall provide such additional reporting, documentation, schedules, illustrations and drawings in a timely manner, as are requisites to the various task activities of the contract. Reporting should be in sufficient detail and of a quality to meet relevant commercial guidelines / standards and will include, but not be limited to:

- Provide training requirements and plans including procedures, milestones and integrated schedules, syllabus, manuals, course materials, instructor and student guides, equipment information book/manuals, damage control book/manuals, engineer's operation manual, maintenance engineering plans, maintenance module book/manuals, as required
- Technical reports, data compilations, and data surveys, evaluations, and analyses as required
- Final reports summarizing briefings, assessments, monthly reports, analysis and accomplishments completed during the period of performance
- Testing procedures, requirements, assessments, calibrations, and schedules as required
- Specifications, tabulations, engineering drawings, designs, concepts, diagrams, and equipment, as required
- Maintenance requirements, guidelines, schedules, procedures, instructions, corrective actions, etc. as required
- Conference agenda, conference minutes, and presentation materials as required
- Purchase descriptions, proposals, equipment, illustrations, program planning, support, and budget documentation and funding plans as required

4.0 GOVERNMENT FURNISHED EQUIPMENT (GFE) AND GOVERNMENT FURNISHED INFORMATION (GFI)

The Government will provide the appropriate Government furnished equipment, manuals, and information as required to support the requirements of this task order. Both the contractor and the designated Task Order Manager (TOM) will maintain accountability and inventory records. Specific GFE/GFI details will be provided in Technical Instructions issued under this task order.

5.0 TRAVEL

The contractor may be required to travel in performance of this contract. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the Government Project Officer for each individual task and the Task Order Manager (TOM). Specific travel requirements shall be delineated and shall be in accordance with Joint Federal Travel Regulations and OCONUS travel will be in accordance with CENTCOM procedures. All travel must be approved in advance by the Government.

6.0 SECURITY

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 10 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

Key Personnel associated with this contract shall be required to have a DoD “Secret” clearance. The contractor may have access to information and compartments with a “Secret” classification. Specific personnel security requirements will be delineated by Technical Instructions. The contractor must be capable of securely storing up to “Secret” level information in their facility. All deliverables associated with this SOW are “unclassified” unless otherwise specified by Technical Instruction.

7.0 DISCLAIMER STATEMENT

All reports resulting from this contract shall contain the following disclaimer statement on the cover of such reports: "The views, opinions and findings, contained in this report are those of the author(s) and should not be construed as an official Department of Defense (DOD) position, policy, or decision, unless so designated by other official documentation."

8.0 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Contractor performance will be assessed on a continuing basis by application of the contractor-provided performance metrics to evaluate work on task objectives, review of deliverables, technical meetings and general contacts with the contractor. Informal contract management performance reviews will be conducted quarterly and a formal Quality Performance Review (QPR) will be conducted on an annual basis.

The Government technical monitor will utilize the contractor-provided performance evaluation metrics and other inputs mentioned above in conjunction with the QASP Grading Sheet to determine Contractor overall performance in five (5) general areas: 1) Schedule Performance, 2) Management Performance, 3) Technical Performance, 4) Work Product Quality/Accuracy, and 5) Cost Control. Each performance assessment will contain the following three elements: Performance Objective(s), Performance Measurement Factors, and Performance Rating Definitions. When taken in the aggregate, these elements constitute the performance evaluation under the QASP for this task order. A brief description of each of the three (3) elements is as follows:

Performance Objective – The contract delineation of Deliverables and/or overall objective(s) as described under the Scope.

Performance Measurement Factor (PMF) – The critical key characteristics or aspects of achieving the objective(s) that will be monitored by the Government (IHDIV / NSWC), those matters about which the Government will be gathering data. Each objective will likely have one or more performance measurement factors.

Performance Rating and Definitions – An adjectival and/or numerical objective rating with definition of the meaning of each Rating level when applied to each performance measurement factor. The technical monitor (Task Order Manager- TOM) has the responsibility for identification of the applicable PMFs and their relevant incorporation into the specific tasking of a contract. The tasking may specify a minimum acceptable rating, target rating, or range of performance ratings on subtasks for certain PMFs.

When numerical ratings are employed for PMFs, or sub factors within a PMF, the rating numbers will be summed together and averaged to arrive at a single numerical value for each PMF and overall value of all relevant PMFs averaged. Failure of the Contractor to meet the required performance measure specified for the task order will result at a minimum in the Contractor correcting any deficiencies at no additional cost to the Government.

A Contractor Performance Assessment Reporting System (CPARS) type evaluation of all work performed (in whole or in part) under a given task order will be conducted on an annual basis after task order award. The CPARS evaluation will be based on the contractor’s performance during the previous 12 months. The primary Government official responsible for the CPARS evaluation is the Task Order Manager (TOM) for the task order. The TOM may be assisted, as necessary, by other Government individuals having information relevant to the quality of contractor performance.

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 11 of 96 | FINAL |
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9.0 CONTRACTOR MANPOWER REPORTING

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Department of Defense via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra nmci.navy.mil> .

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra nmci.navy.mil>.

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 12 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

SECTION D PACKAGING AND MARKING

See Basic Contract

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 13 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

SECTION E INSPECTION AND ACCEPTANCE

See Basic Contract

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 14 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

| | |
|------|------------------------|
| 1000 | 9/18/2009 - 9/17/2014 |
| 3000 | 9/18/2009 - 9/17/2014 |
| 4000 | 11/17/2010 - 9/17/2014 |
| 4001 | 9/15/2011 - 9/17/2014 |
| 4002 | 4/27/2012 - 9/14/2014 |
| 4003 | 4/24/2013 - 9/17/2014 |
| 6000 | 11/17/2010 - 9/17/2014 |
| 6001 | 9/16/2011 - 9/17/2014 |
| 6002 | 4/26/2012 - 9/17/2014 |
| 6003 | 4/25/2013 - 9/17/2014 |

CLIN - DELIVERIES OR PERFORMANCE

The period of performance for this task order is from 18 September 2009 through 17 September 2014.

The Basic effort to be performed under this contract, shall be completed within a period of (12) months from the base year, with Four (4) one year options to be exercised if deemed in the best interest of the government.

The task order period of performance shall not exceed the period of performance of the Seaport contract.

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 15 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

SECTION G CONTRACT ADMINISTRATION DATA

Jennifer H. Twombly
4072 North Jackson Road, Ste., 106
Indian Head, MD 20640

Phone: 301-744-1909
Email: jennifer.twombly@navy.mil

The Alternate Contracting Officer's Representative (COR) for this Task Order is:

Dawn Tolson
4072 North Jackson Road, Ste., 106
Indian Head, MD 20640

Phone: 301-744-4469
Email: dawn.tolson@navy.mil

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

| ITEM(S) | ALLOTED TO COST | ALLOTED TO FEE | ESTIMATED PERIOD OF PERFORMANCE |
|---------|-----------------|----------------|------------------------------------|
| 4001-01 | | | 17 September 2014 |
| 4001-02 | | | 17 September 2014 |
| 4001-03 | | | 17 September 2014 |
| 4001-04 | | | 17 September 2014 |
| 4001-05 | | | 17 September 2014 |
| 4001-06 | | | 17 September 2014 |
| 4001-07 | | | 17 September 2014 |
| 4002-01 | | | 17 September 2014 |
| 4002-02 | | | 17 September 2014 |
| 4002-03 | | | 17 September 2014 |
| 4002-04 | | | 17 September 2014 |
| 4002-05 | | | 17 September 2014 |
| 4002-06 | | | 17 September 2014 |
| 4002-07 | | | 17 September 2014 |
| 4002-08 | | | 17 September 2014 |
| 4002-09 | | | 17 September 2014 |
| 4002-10 | | | 17 September 2014 |
| 4002-11 | | | 17 September 2014 |
| 4002-12 | | | 17 September 2014 |
| 4003-01 | | | 17 September 2014 |
| 4003-02 | | | 17 September 2014 |
| 4003-03 | | | 17 September 2014 |
| 4003-04 | | | 17 September 2014 |

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 16 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

| | |
|---------|-------------------|
| 4003-05 | 17 September 2014 |
| 4003-06 | 17 September 2014 |
| | |
| 6001-01 | 17 September 2014 |
| 6001-02 | 17 September 2014 |
| 6001-03 | 17 September 2014 |
| 6001-04 | 17 September 2014 |
| 6001-05 | 17 September 2014 |
| 6001-06 | 17 September 2014 |
| 6001-07 | 17 September 2014 |
| 6002-03 | 17 September 2014 |
| 6002-04 | 17 September 2014 |
| 6002-05 | 17 September 2014 |
| 6002-06 | 17 September 2014 |
| 6002-07 | 17 September 2014 |
| 6002-08 | 17 September 2014 |
| 6002-09 | 17 September 2014 |
| 6002-10 | 17 September 2014 |
| 6003-01 | 17 September 2014 |
| 6003-02 | 17 September 2014 |
| 6003-03 | 17 September 2014 |
| 6003-04 | 17 September 2014 |
| 6003-05 | 17 September 2014 |
| 6003-06 | 17 September 2014 |
| 6003-07 | 17 September 2014 |

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs **1000, 3000, 4000, 6000, 4001, 6001, 4002 & 6002** are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

FOR INFORMATIONAL PURPOSES ONLY:

| Total Task Order Ceiling | Amount Funded by this Action | Total Dollar Funded to Date | Balance Not Funded |
|--------------------------|------------------------------|-----------------------------|--------------------|
| \$39,573,453.00 | \$5,879,123.00 | \$38,466,315.28 | \$1,107,137.72 |

For informational purposes from page 2 of this modification under General Information: below is a detail breakdown of Technical Instructions and funding profile.

TI #17: Labor to be funded \$587,661.90 (Fully Funded)

| SLIN | Funded Labor | Unfunded Labor |
|---------|--------------|----------------|
| 4003-03 | \$587,661.90 | \$0.00 |

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 17 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

TI #17 ODC's to be funded \$105,719.00 (Fully Funded)

| SLIN | Funded Labor | Unfunded Labor |
|---------|--------------|----------------|
| 6003-04 | \$105,719.00 | \$0.00 |

TI #18: Labor to be funded \$248,921.75 (Fully Funded)

| SLIN | Funded Labor | Unfunded Labor |
|---------|--------------|----------------|
| 4003-04 | \$248,921.75 | \$0.00 |

TI #18 ODC's to be funded \$105,719.00 (Fully Funded)

| SLIN | Funded Labor | Unfunded Labor |
|---------|--------------|----------------|
| 6003-05 | \$14,243.25 | \$0.00 |

TI #19: Labor to be funded \$4,599,947.00 (Fully Funded)

| SLIN | Funded Labor | Unfunded Labor |
|---------|----------------|----------------|
| 4003-05 | \$4,180,085.00 | \$419,862.00 |
| 4003-06 | \$419,862.00 | \$0.00 |

TI #19 ODC's to be funded \$322,630.00 (Fully Funded)

| SLIN | Funded Labor | Unfunded Labor |
|---------|--------------|----------------|
| 6003-06 | \$98,000.00 | \$224,630.00 |
| 6003-07 | \$224,630.00 | \$0.00 |

TASK ORDER POINTS OF CONTACT

The following contacts are provided for this contract:

Contract Administrator: Paulette Bowman

Phone Number: 301-744-6663

Email: Paulette.Bowman@navy.mil

Payments/Invoicing: DFAS Columbus

Phone Number: (800) 756-4571

Contracting Officer Representative: Jennifer Twombly

Phone Number: (301)744- 1909

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 18 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

Any concerns regarding your task order, should be directed to the above mentioned personnel, or the Ordering Officer Edna Gigon (301) 744-6682.

IHD 77 - CPFF WAWF INVOICE INSTRUCTIONS (NSWCIHD) (AUG 2008)

(a) In accordance with the clause of this contract entitled "Electronic Submission of Payments Requests and Receiving Reports" (DFARS 252.232-7003), the Indian Head Division, Naval Surface Warfare Center will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture, and process receipt and payment-related documentation in a paperless environment. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides are also available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The following information regarding payment request routing is provided for completion of the document in WAWF:

Look at the bottom of the first page of your contract or order (basic, not modification) to find the form number, and then use the chart below that corresponds to your contract type (i.e., firm fixed price or cost plus fixed fee). This chart is a guide to finding information necessary for creating a payment request. In most cases, the chart points to a block number on a contract form or a particular section within the contract. In the WAWF system only use the DoDAAC ext. field if specifically directed, otherwise leave blank.

| Use Cost Vouchers for Cost Plus Fixed Fee Contracts/Orders | |
|--|---|
| | Below Fields Are To Be Completed By The Buyer |
| Contract Number | N00178-04-D-4024 |
| Delivery Order | FG06 |
| CAGE Code/Ext. | 17038 |
| Pay DoDAAC | HQ0338 |

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 19 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

| | |
|---------------------------------|-----------|
| Issue date | 9/18/2009 |
| IssueBy DoDAAC | N00174 |
| Admin DoDAAC | S2404A |
| DCAA Auditor DoDAAC/Ext. | HAA47F |
| Service Approver/Ext. | |

(e) Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(f) Before closing out of an invoice session in WAWF, but after submitting your document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notifications" and add the following email address(es):

Technical Representative:dawn.tolson@navy.mil
Contract Administrative: paulette.bowman@navy.mil

This additional notification to the government is necessary to make the acceptor aware that the invoice has been submitted in WAWF. Without this notification, the government may be unable to process your submission in a timely manner, which will delay payment.

(g) When shipping material, it is strongly recommended the contractor print a completed copy of the receiving report from WAWF and include this with the shipping paperwork. This assists receiving personnel with matching received material to your payment request, which can speed your payment.

(h) The contractor shall submit invoices for payment per contract terms and the government shall process invoices for payment per contract terms.

(i) If you have any questions regarding WAWF, please contact Dan Twombly at 301-744-6648 or daniel.twombly@navy.mil.

Any concerns regarding your task order, should be directed to the above mentioned personnel, or the Ordering Officer Patsy Kragh at (301) 744-6669.

TECHNICAL INSTRUCTIONS

(a) Performance of the work hereunder will be subject to written technical instructions signed by the Ordering Officer specified in Section G of this task order. As used herein, technical instructions are defined to include the following:

- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.
- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 20 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

(b) Technical instructions must be within the general scope of work stated in the task order. Technical instructions may not be used to: (1) assign additional work under the task order; (2) direct a change as defined in the "CHANGES" clause of the basic contract; (3) increase or decrease the task order price or estimated task order amount (including fee), as applicable, the level of effort, or the time required for task order performance; or (4) change any of the terms, conditions or specifications of the task order.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the task order or is inconsistent with this requirement, the Contractor shall notify the Ordering Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Ordering Officer that the technical instruction is within the scope of this task order.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

Accounting Data

| SLINID | PR Number | Amount |
|---|---------------|-----------|
| 100001 | 1313892510467 | 29168.00 |
| LLA : | | |
| AA 97-11X8242 2878 252 74782 0 065916 2D PKUC45 912080010GGC | | |
| Standard Number: DOCUMENT # N0002409RX60219 | | |
| PERIOD OF PERFORMANCE SHALL BE FROM DATE OF AWARD THROUGH 16 NOVEMBER 2011. | | |
| 100002 | 1313892510468 | 362913.00 |
| LLA : | | |
| AB 97-11X8242 8TEG 252 SK300 0 068342 2D CCXT06 P4NFX425106Z | | |
| Standard Number: DOCUMENT # N0002409RX51368 | | |
| REFERENCE # N0002405PD50194 | | |
| 300001 | 1313892510467 | 350138.00 |
| LLA : | | |
| AA 97-11X8242 2878 252 74782 0 065916 2D PKUC45 912080010GGC | | |
| Standard Number: DOCUMENT# N0002409RX60219 | | |
| PERIOD OF PERFORMANCE SHALL BE FROM DATE OF AWARD THROUGH 16 NOVEMBER 2011. | | |
| 300002 | 1313892510468 | 40000.00 |
| LLA : | | |
| AB 97-11X8242 8TEG 252 SK300 0 068342 2D CCXT06 P4NFX425106Z | | |
| Standard Number: DOCUMENT# N0002409RX51368 | | |
| REFERENCE# N0002405PD50194 | | |
| PERIOD OF PERFORMANCE SHALL BE FROM DATE OF AWARD THROUGH 16 NOVEMBER 2011. | | |

BASE Funding 782219.00
Cumulative Funding 782219.00

MOD 01

| | | |
|--------|-----------------|------------|
| 100003 | 13138-0043-1505 | 4133356.00 |
| LLA : | | |

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 21 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

AB 97-11X8242 8TEG 252 SK300 0 068342 2D CCXT06 P4NFIY425106Z
Standard Number: N0002409RX51368 Amend. No.01
PERIOD OF PERFORMANCE SHALL BE FROM DATE OF AWARD THROUGH 16 NOVEMBER 2011.

100004 13138-0043-1506 528782.00
LLA :
AC 97-11X8242 2878 252 74782 0 065916 2D PKUC45 912080040GGC
Standard Number: N0002410RX60429
PERIOD OF PERFORMANCE SHALL BE FROM DATE OF AWARD THROUGH 16 NOVEMBER 2011.

300003 13138-0043-1505 427762.00
LLA :
AB 97-11X8242 8TEG 252 SK300 0 068342 2D CCXT06 P4NFIY425106Z
Standard Number: N0002409RX51368 Amend. No. 01
PERIOD OF PERFORMANCE SHALL BE FROM DATE OF AWARD THROUGH 16 NOVEMBER 2011.

300004 13138-0043-1507 248447.00
LLA :
AD 97-11X8242 2878 310 74782 0 065916 2D PKUC45 912180020GGC
Standard Number: N0002410RX60429
PERIOD OF PERFORMANCE SHALL BE FROM DATE OF AWARD THROUGH 16 NOVEMBER 2011.

MOD 01 Funding 5338347.00
Cumulative Funding 6120566.00

MOD 02 Funding 0.00
Cumulative Funding 6120566.00

MOD 03

100005 13138-0088-5944 72464.00
LLA :
AE 1701804 8B5B 253 SASWF 0 068342 2D 000000 15BW80000W80
Standard Number: N0002410WX02260

MOD 03 Funding 72464.00
Cumulative Funding 6193030.00

MOD 04

300005 13138-0123-1341 2899.00
LLA :
AE 1701804 8B5B 253 SASWF 0 068342 2D 000000 15BW80000W80
Standard Number: N0002410WX02260 Amend. No. 01
PERIOD OF PERFORMANCE SHALL BE FROM DATE OF AWARD THROUGH 16 NOVEMBER 2011.

MOD 04 Funding 2899.00
Cumulative Funding 6195929.00

MOD 05

100006 13138-0193-0581 438434.00
LLA :
AF 97-11X8242 2831 252 74312 0 065916 2D PEGA4N 003380010GIG
Standard Number: N0002410RX61151
PERIOD OF PERFORMANCE SHALL BE FROM DATE OF AWARD THROUGH 16 NOVEMBER 2011.

100007 13138-0203-1777 72362.00
LLA :
AG 1701804 8B5B 253 SASWF 0 068342 2D 000000 15BY00000Y00
Standard Number: N0002410WX02763
PERIOD OF PERFORMANCE SHALL BE FROM DATE OF AWARD THROUGH 16 NOVEMBER 2011.

300006 13138-0193-0581 46566.00
LLA :
AF 97-11X8242 2831 252 74312 0 065916 2D PEGA4N 003380010GIG
Standard Number: N0002410RX61151
PERIOD OF PERFORMANCE SHALL BE FROM DATE OF AWARD THROUGH 16 NOVEMBER 2011.

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 22 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

300007 13138-0203-1777 3000.00
 LLA :
 AG 1701804 8B5B 253 SASWF 0 068342 2D 000000 15BY00000Y00
 Standard Number: N0002410WX02763
 PERIOD OF PERFORMANCE SHALL BE FROM DATE OF AWARD THROUGH 16 NOVEMBER 2011.

MOD 05 Funding 560362.00
 Cumulative Funding 6756291.00

MOD 06

100008 13138-0250-7870 343724.00
 LLA :
 AH 1701804 8B5B 253 65538 068892 2D X00031 655380T299NQ
 Standard Number: N6553810WX00031
 PERIOD OF PERFORMANCE SHALL BE FROM DATE OF AWARD THROUGH 16 NOVEMBER 2011.

300008 13138-0250-7870 3299.00
 LLA :
 AH 17011804 8B5B 253 65538 068892 2D X00031 65538T299NQ
 Standard Number: N6553810WX00031
 PERIOD OF PERFORMANCE SHALL BE FROM DATE OF AWARD THROUGH 16 NOVEMBER 2011.

MOD 06 Funding 347023.00
 Cumulative Funding 7103314.00

MOD 07 Funding 0.00
 Cumulative Funding 7103314.00

MOD 08 Funding 0.00
 Cumulative Funding 7103314.00

MOD 09

400001 13138-0364-6840 2902252.00
 LLA :
 AJ 97-11X8242 2831 000 74312 0 065916 2D PEGP4N 9278S8930SBU
 Standard Number: N0002411RX00783

400002 13138-0364-6843 75000.00
 LLA :
 AK 1711804 8B5B 252 VUS00 0 050120 2D 000000 A00000629882
 Standard Number: N0002411RX00794

400003 13138-1045-4224 207668.14
 LLA :
 AL 97-11X8242 2831 000 74312 0 065916 2D PEG54N 927280020GGY
 Standard Number: N0001911RX00420

400004 13138-1045-4225 26975.00
 LLA :
 AM 97-11X8242 2858 000 74582 0 065916 2D PTWB44 016980080SEJ
 Standard Number: N0002411RX01176

400005 13138-1054-5885 1269085.00
 LLA :
 AN 97-11X8242 2878 000 74782 0 065916 2D PKUC45 912080080GGC
 Standard Number: N0002411RX01304

600001 13138-0364-6840 553570.00
 LLA :
 AJ 97-11X8242 2831 000 74312 0 065916 2D PEGP4N 9278S8930SBU
 Standard Number: N0002411RX00783

600002 13138-1045-4224 83594.00
 LLA :
 AL 97-11X8242 2831 000 74312 0 065916 2D PEG54N 927280020GGY
 Standard Number: N0001911RX00420

600003 13138-1054-5885 587182.00

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 23 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

LLA :
AN 97-11X8242 2878 000 74782 0 065916 2D PKUC45 912080080GGC
Standard Number: N0002411RX01304

MOD 09 Funding 5705326.14
Cumulative Funding 12808640.14

MOD 10

400006 13138-1075-0366 92233.00
LLA :
AP 97-11X8242 PPL4 251 V1C00 0 050120 2D 000000 A00000683348
Standard Number: N0002411RX01387

400007 13138-1075-0371 360041.82
LLA :
AQ 97-11X8242 2831 000 74312 0 065916 2D PEGA4N 9279S0640GHZ
Standard Number: N0002411RX01504

600004 13138-1075-0371 87016.18
LLA :
AQ 97-11X8242 2831 000 74312 0 065916 2D PEGA4N 9279S0640GHZ
Standard Number: N0002411RX01504

MOD 10 Funding 539291.00
Cumulative Funding 13347931.14

MOD 11 Funding 0.00
Cumulative Funding 13347931.14

MOD 12

400101 13138-1242-7802 302682.00
LLA :
AR 97-11X8242 2878 000 74782 0 065916 2D PKUC44 033480030TBE
Standard Number: N6887011WX82008
Supports: TI#0` - Engineering Support to Commanding Officer, NETSAFA

400102 13138-1242-7803 336849.00
LLA :
AS 1711804 8B5B 253 65538 068892 2D X00067 655381W11TNQ
Standard Number: N6553811WX00067
Supports: TI#02 - Program Management Support to Naval Sea Logistics Center

400103 13138-1242-7804 1902765.00
LLA :
AJ 97-11X8242 2831 000 74312 0 065916 2D PEGP4N 9278S8930SBU
Standard Number: N0002411RX00783
Supports: TI#03 - Program Management Support to Naval Sea Logistics Center

400104 13138-1242-7809 4034817.04
LLA :
AT 97-11X8242 2831 000 74312 0 065916 2D PEGP4N 006980290SBU
Standard Number: N0002411RX00783
Supports: TI#03 - Program Management Support to Naval Sea Logistics Center

400105 13138-1242-7812 768965.00
LLA :
AU 97-11X8242 2831 000 74312 0 065916 2D PEGA4N 032180090GIJ
Standard Number: N0002411RX02782
Supports: TI#04 - Engineering Support to Naval Sea Logistics Center

400106 13138-1242-7813 427363.00
LLA :
AV 97-11X8242 2831 000 74312 0 065916 2D PEGA4N 032180100GIJ
Standard Number: N0002411RX02782
Supports: TI#04 - Engineering Support to Naval Sea Logistics Center

400107 13138-1242-7814 296750.00
LLA :

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 24 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

AW 97-11X8242 PPL4 251 V1C00 0 050120 2D 000000 A00000838782
Standard Number: N0002411RX02798
Supports: TI#05 - Program Management Support to Naval Sea Logistics Center

600101 13138-1242-7802 124241.00
LLA :
AR 97-11X8242 2878 000 74782 0 065916 2D PKUC44 033480030TBE
Standard Number: N6887011WX82008
Supports: TI#01 - Engineering Support to Commanding Officer, NETSAFA

600102 13138-1242-7803 3052.00
LLA :
AS 1711804 8B5B 253 65538 068892 2D X00067 655381W11TNQ
Standard Number: N6553811WX00067
Supports: TI#02 - Program Management Support to Naval Sea Logistics Center

600103 13138-1242-7804 345945.00
LLA :
AJ 97-11X8242 2831 000 74312 0 065916 2D PEGP4N 9278S8930SBU
Standard Number: N0002411RX00783
Supports: TI#03 - Program Management Support to Naval Sea Logistics Center

600104 13138-1242-7809 454535.00
LLA :
AT 97-11X8242 2831 000 74312 0 065916 2D PEGP4N 006980290SBU
Standard Number: N0002411RX00783
Supports: TI#03 - Program Management Support to Naval Sea Logistics Center

600105 13138-1242-7812 88333.00
LLA :
AU 97-11X8242 2831 000 74312 0 065916 2D PEGA4N 032180090GIJ
Standard Number: N0002411RX02782
Supports: TI#04 - Engineering Support to Naval Sea Logistics Center

600106 13138-1242-7813 29499.00
LLA :
AV 97-11X8242 2831 000 74312 0 065916 2D PEGA4N 032180100GIJ
Standard Number: N0002411RX02782
Supports: TI#04 - Engineering Support to Naval Sea Logistics Center

600107 13138-1242-7814 20000.00
LLA :
AW 97-11X8242 PPL4 251 V1C00 0 050120 2D 000000 A00000838782
Standard Number: N0002411RX02798
Supports: TI#05 - Program Management Support to Naval Sea Logistics Center

MOD 12 Funding 9135796.04
Cumulative Funding 22483727.18

MOD 13 Funding 0.00
Cumulative Funding 22483727.18

MOD 14

400004 13138-1045-4225 (25206.84)
LLA :
AM 97-11X8242 2858 000 74582 0 065916 2D PTWB44 016980080SEJ
Standard Number: N0002411RX01176

400201 1300245695 320000.00
LLA :
AX 97-11X8242 2831 000 74312 0 065916 2D PEG54N 801280060GGY
Supports TI #06 - Engineering Support to NAVAIR

400202 1300250213 767088.96
LLA :
AT 97-11X8242 2831 000 74312 0 065916 2D PEGP4N 006980290SBU
Supports TI #07 - Program Management Support to Naval Sea Systems Command

400203 1300258407 939136.51
LLA :

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 25 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

AY 97-11X8242 PPM4 251 V1C00 0 050120 2D 000000 A00001116044
Supports TI #08 - Program Management Support to Naval Sea Systems Command

600201 1300245695 80000.00

LLA :

AX 97-11X8242 2831 000 74312 0 065916 2D PEG54N 801280060GGY
Supports Technical Instruction #06 - Engineering Support to NAVAIR

600202 1300258407 191684.49

LLA :

AY 97-11X8242 PPM4 251 V1C00 0 050120 2D 000000 A00001116044
Supports Technical Instruction TI #08 -Program Management Support to Naval Sea
Systems Command

MOD 14 Funding 2272703.12
Cumulative Funding 24756430.30

MOD 15

400204 1300272542 552929.00

LLA :

AZ 97-11X8242 2831 000 74312 0 065916 2D PEGA4N 201880010GIL
Technical Instruction #09 - Engineering and Program Management Support to NAVSEA

400205 1300272542 467243.00

LLA :

BA 97-11X8242 2831 000 74312 0 065916 2D PEGA4N 202180030GIL
TI #10 - Engineering & Program Management Support to NAVSEA

400206 1300272542 29886.00

LLA :

BB 97-11X8242 28A1 000 74A12 0 065916 2D PBA444 9278S0020GAV
TI #11 - Engineering & Program Management Support to NAVSEA

400207 1300272542 494599.00

LLA :

BC 97-11X8242 2831 000 74312 0 065916 2D PEGA4N 210280010GIB
TI #12 - Engineering & Program Management Support to NAVSEA

400208 1300272542 174595.00

LLA :

BD 97-11X8242 2831 000 74312 0 065916 2D PEGA4N 100380010GII
TI #13 - Engineering & Program Management Support to NAVSEA

400209 1300272543 494243.00

LLA :

BE 97-11X8242 2878 000 74782 0 065916 2D PKUC45 212080010GGC
TI #14 - Engineering & Program Management Support to NAVSEA

600203 1300272542 105262.00

LLA :

AZ 97-11X8242 2831 000 74312 0 065916 2D PEGA4N 201880010GIL
TI #09 - Engineering and Program Management Support to NAVSEA

600204 1300272542 39710.00

LLA :

BA 97-11X8242 2831 000 74312 0 065916 2D PEGA4N 202180030GIL
TI #10 - Engineering and Program Management Support to NAVSEA

600205 1300272542 95184.00

LLA :

BC 97-11X8242 2831 000 74312 0 065916 2D PEGA4N 210280010GIB
TI #12 - Engineering and Program Management Support to NAVSEA

600206 1300272543 164506.00

LLA :

BE 97-11X8242 2878 000 74782 0 065916 2D PKUC45 212080010GGC
TI #14 - Engineering and Program Management Support to NAVSEA

MOD 15 Funding 2618157.00

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 26 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

Cumulative Funding 27374587.30

MOD 16

400210 1300304195 800000.00

LLA :

AJ 97-11X8242 2831 000 74312 0 065916 2D PEGP4N 9278S8930SBU

Supports TI #03, Rev. 1 Program Management Support to Naval Sea Logistics Center

400211 1300304195 1341759.00

LLA :

AT 97-11X8242 2831 000 74312 0 065916 2D PEGP4N 006980290SBU

Standard Number: N0002411RX00783, Amend. No. 0003

Supports TI #03, Rev. 1 - Program Management Support to Naval Sea Logistics Center

600207 1300304195 140000.00

LLA :

AJ 97-11X8242 2831 000 74312 0 065916 2D PEGP4N 9278S8930SBU

Standard Number: N0002411RX00783, Amend No. 0003

Supports TI #3, Rev. 1 - Program Management Support to Naval Sea Logistics Center

600208 1300304195 460000.00

LLA :

AT 97-11X8242 2831 000 74312 0 065916 2D PEGP4N 006980290SBU

Standard Number: N0002411RX00783, Amend. No. 0003

Supports TI #3, Rev. 1 - Program Management Support to Naval Sea Logistics Center

600209 1300272543 200000.00

LLA :

BF 97-11X8242 2878 000 74782 0 065916 2D PKUC45 212160010GGC

Standard Number: N0002412RX00791

Supports TI #14, Rev. 1 - Engineering & Program Management Support to NAVSEA

MOD 16 Funding 2941759.00

Cumulative Funding 30316346.30

MOD 17 Funding 0.00

Cumulative Funding 30316346.30

MOD 18

400212 1300310965 293840.00

LLA :

BG 97-11X8242 2831 000 74312 0 065916 2D PEGA4N 032180140GIJ

Standard Number: N0002412RX01140

Supports TI #04, Rev.#1 - Engineering Support to Naval Sea Logistics Center

600210 1300310965 105719.00

LLA :

BG 97-11X8242 2831 000 74312 0 065916 2D PEGA4N 032180140GIJ

Standard Number: N0002412RX01140

Supports TI #04, Rev #1 - Engineering Support to Naval Sea Logistics Center

MOD 18 Funding 399559.00

Cumulative Funding 30715905.30

MOD 19 Funding 0.00

Cumulative Funding 30715905.30

MOD 20

400301 1300347381 1024627.03

LLA :

BH 97-11X8242 2878 000 74782 0 065916 2D PKUC45 212080010GGC

Standard Number: N0002412RX00791, Amend. No. 0001

Supports TI #15 - Engineering and Program Management Support to Naval Sea Systems command

400302 1300340245 252427.18

LLA :

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 27 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

BK 97-11X8242 2831 000 74312 0 065916 2D PEGN4N 222780020GIR
Supports TI #16 - Engineering Support to NAVAIR

600301 1300347381 231125.97

LLA :

BH 97-11X8242 2878 000 74782 0 065916 2D PKUC45 212080010GGC

Standard Number: N0002412RX00791, Amend. No. 1

Supports TI #15 - Engineering & Program Management Support to Naval Sea Systems Command

600302 1300347381 300000.00

LLA :

BJ 97-11X8242 2878 000 74782 0 065916 2D PKUC45 212160010GGC

Standard Number: N002412RX00791, Amend. No. 0001

Supports TI #15 - Engineering & Program Management Support to Naval Sea Systems Command

600303 1300340245 63106.80

LLA :

BK 97-11X8242 2831 000 74312 0 065916 2D PEGN4N 222780020GIR

Supports TI #16 - Engineering Support to NAVAIR

MOD 20 Funding 1871286.98

Cumulative Funding 32587192.28

MOD 21

400303 1300355392 587661.90

LLA :

BG 97-11X8242 2831 000 74312 0 065916 2D PEGA4N 032180140GIJ

Standard Number: N0002412RX01140, Amend. No. 0001

Supports TI #17 - Engineering Support to Naval Sea Logistics Center

400304 1300359035 248921.75

LLA :

BM 97-11X8242 PPN4 251 V1C00 0 050120 2D 000000 A00001786679

Supports TI #18 - Program Management Support to Naval Sea Logistics Center

400305 1300362332 4180085.00

LLA :

BN 97-11X8242 2831 000 74312 0 065916 2D PEGP4N 9278S9010SBU

Standard Number: N0002413RX00634

Supports TI #19 - Program Management Support to Naval Sea Logistics Center

400306 1300362332 419862.00

LLA :

BP 97-11X8242 2831 000 74312 0 065916 2D PEGP4N 310080010SBU

Standard Number: N0002413RX00634

Supports TI #19 - Program Management Support to Naval Sea Logistics Center

600304 1300355392 105719.10

LLA :

BG 97-11X8242 2831 000 74312 0 065916 2D PEGA4N 032180140GIJ

Standard Number: N0002412RX01140, Amend. No. 0001

Supports TI #17 - Engineering Support to Naval Sea Logistics Center

600305 1300359035 14243.25

LLA :

BM 97-11X8242 PPN4 251 V1C00 0 050120 2D 000000 A00001786679

Supports TI #18 - Program Management Support to Naval Sea Logistics Center

600306 1300362332 98000.00

LLA :

BP 97-11X8242 2831 000 74312 0 065916 2D PEGP4N 310080010SBU

Standard Number: N0002413RX00634

Supports TI#19 - Program Manager Support to Naval Sea Logistic Center

600307 1300362332 224630.00

LLA :

BQ 97-11X8242 2831 000 74312 0 065916 2D PEGP4N 005860070SBU

Standard Number: N0002413RX00634

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 28 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

Supports TI#19 - Program Management Support to Naval Sea Logistics Center

MOD 21 Funding 5879123.00
Cumulative Funding 38466315.28

MOD 22 Funding 0.00
Cumulative Funding 38466315.28

MOD 23 Funding 0.00
Cumulative Funding 38466315.28

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 29 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

SECTION H SPECIAL CONTRACT REQUIREMENTS

IHD 76

NAVAL SURFACE WARFARE CENTER INDIAN HEAD DIVISION (NSWC IHD), NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) (APR 2011)

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the NSWC IHD. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for NSWC IHD, are:

HOLIDAYS*

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

For a specific calendar year, the actual date of observance for each of the above holidays may be obtained from the OPM website at OPM.GOV or by using the following direct link: <http://www.opm.gov/fedhol/index.asp>.

3. The hours of operation for the Contracts Division and Receiving Branch are as follows:

| AREA | FROM | TO |
|---------------------------------|-------------------------|-------------------------|
| Contracts Division (BLDG. 1558) | 7:30 A.M. | 4:00 P.M. |
| Receiving Branch (BLDG. 116) | 7:30 A.M. 12:30 P.M. | 11:00 A.M. 2:00 P.M. |

If you intend to visit the Contracts Division, it is advised that you call for an appointment at least 24 hours in advance.

4. NSWC IHD is a tenant of the Naval Support Activity South Potomac (NSASP) at Indian Head. Access to the NSASP at Indian Head shall be in accordance with NSWC IHD Command Security Policy requirements.

Routine Physical Contractor Access to a Federally-controlled Activity

4.1 Activity Regulations

All contractor personnel employed on the Activity shall become familiar with and obey all Activity regulations including but are not limited to installation access control policy, safety, traffic and security regulations. The contractor in the performance of work requirements must comply with these regulations.

4.2 Personally Identifiable Information (PII)

Personally Identifiable Information is information that can be used to distinguish or trace someone's identity. It includes information such as name, social security number, date and place of birth, mother's maiden name, and biometric records, including any other personnel information which is linked to an individual. When submitting any of this information in electronic communication methods ensure the subject line indicates "For Official Use Only (FOUO) Privacy Sensitive". Contractor's who work with records that

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 30 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

contain the aforementioned sensitive information are responsible for protection of PII. Failure to safeguard PII can result in identity theft as well as can result in criminal penalties against the individual and civil penalties against the agency. In order to protect PII, all documentation utilized by Naval Support Activity South Potomac (NSASP) for vetting and determining the fitness of individual requesting and/or requiring access to NSASP installations will be destroyed.

4.3 Citizenship

Individuals working on this contract must be U.S. citizens, immigrant/resident aliens who hold a current resident alien card with a photo; either the I-551 with a photo and without an expiration date or who hold the new type I-766 Employment Authorization Card (with magnetic strip, photo, hologram) issued by Homeland Security in their possession in order to enter the installation. As is the case with anyone allowed access to the installation, these individuals must also have a current driver's license or state issued identification card.

Resident aliens or those with a Homeland Security I-766 may work in the general or restricted areas but cannot enter or work inside technical buildings unless authorized by the cognizant command.

Those with any other type of work permit, resident cards with expiration dates, visas, etc. will not be granted access.

4.4 Expected Visitor

Submission of personal information is required for the purpose of vetting individuals to ensure fitness for access to military installations, to include criminal record and sex offender registry status. In accordance with the Office of the Chief of Naval Operations (OPNAV), OPNAVINST 1752.3 dated 27 May 2009 sex offenders are prohibited from accessing Navy facilities. Information obtained will be destroyed once verified. Non-compliance in providing personal information will result in denial of access.

An expected visitor must identify the Company Name along with address, Date of the Visit, Visitor Name (first name, middle initial and last name), Social Security Number (SSN), Date of Birth, Citizenship, Drivers License or State issued ID (State issued, photo ID number and expiration date), Building Number Visiting, Point of Contact and Telephone number not later than five working days before the required visit to the Contracting Officer Representative (COR).

Prior to granting access, the aforementioned expected visitor information is required to be submitted to the COR.

On the day of the arrival, the person must bring their photo identification, vehicle registration and proof of insurance card. All visitors must stop at the Activity pass office for clearance.

4.5 Recurring Vendors, Contractors, Suppliers and Other Service Providers

NSWC IHD has implemented RAPIDGate for non-common access card (CAC) vendors, contractors, and suppliers program in accordance with Commander, Navy Installations Command (CNIC) Notice 5530 dated 12 July 2010. It is strongly encouraged that all non-CAC holders who require base access enroll into the RAPIDGate program. RAPIDGate provides a standardized background check, identification credential, biometric capabilities and entry procedures that will enhance security while significantly expediting access. RAPIDGate credential will be issued and base access granted once the enrollee passes vetting and National background checks conducted by RAPIDGate systems maintained by the installation. The RAPIDGate credential will be the only means for long term installation access. After 1 June 2011, NSASP will only issue one day Temporary Paper Passes and all previously issued passes will expire. Participants in the RAPIDGate program will have streamlined access to the installation which will reduce time and costs to companies desiring to conduct business on NSASP installations. The following RAPIDGate Program Enrollment Information is provided:

4.5.1 Enrollment in RAPIDGate

Enroll your company by calling 1-877-RAPIDGate (1-877-727-4342). A customer service representative will give you all the necessary information regarding the program and send you the necessary enrollment forms. You will need to provide your installation name (NSA South Potomac) and sponsor point of contact or (COR), including a name, phone number and e-mail address. NSASP must authorize your request to participate in the RAPIDGate Program. The minimum elapsed time from company enrollment to an employee receiving RAPIDGate credential is approximately two weeks.

4.5.2 Current RAPIDGate Enrollment

If your company is already enrolled in the RAPIDGate Program at another installation, you may request access to this installation by calling the aforementioned number. Once your company is approved by NSASP your employees who already hold RAPIDGate credentials will be able to use the same credentials at our installation.

4.5.3 Approved RAPIDGate Enrollment

Once your company has been approved for enrollment and paid the enrollment fee, instruct your employees to register at the self service registration located at the NSWC IHD Pass and ID Office at Indian Head. Each employee should be ready to provide your company's

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 31 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

RAPIDGate company code, his or her address, phone number, date of birth, and social security number. The registration station will capture the employee's photograph for badging and fingerprints for identity verification.

4.5.4 Assisted RAPIDGate registrations

Assisted registration at your company's location may be available if you have 50 or more employees to register. Contact RAPIDGate for details at 1-877-RAPIDGate.

4.5.5 RAPIDGate Background Screening and Credentialing

RAPIDGate program performs background screening and credentialing. Upon the company approving an employee participation and paid the registration fee, the RAPIDGate Program performs identity authentication and background screening. Your company will be notified when qualified employees may pick up their personalized RAPIDGate credentials at the NSWC IHD Pass and ID Office. To retrieve the credential, the employee must show proof of identity by presenting one form of identification from List A or two forms of identification from List B.

4.5.6 Forms of Acceptable Identification for picking up credentials:

List A – One Required

- U.S. Passport (current not expired)
- Permanent Resident Card or Alien Registration Receipt Card (Form I-551)
- Unexpired foreign passport, with I-551 stamp or attached Form I-94 indicating unexpired employment authorization
- Unexpired Employment Authorization Document that contains a photograph (Form I-766, I-688, I-688A, I-688B)

List B – Two Required

- Drivers license or ID card issued by a state
- ID Card issued by federal, state or local government agencies or entities
- School ID card with a photograph
- Voter's registration card
- U.S. Military card or draft card
- Military Dependent's ID Card
- U.S. Coast Guard Merchant Mariner Card
- Native American Tribal document
- Driver's license issued by a Canadian Government Authority
- U.S. Social Security card issued by the Social Security Administration
- Certification of Birth Abroad issued by the Department of State (Form FS-545 or Form DS-1350)
- Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal
- U.S. Citizen ID Card (Form I-197)
- ID Card for use of Resident Citizen in the United States (Form I-179)
- Unexpired employment authorization document issued by DHS (other than those listed under List A)

4.5.6.7 RAPIDGate entry

After activating the RAPIDGate credentials, employees present them to the officer at the entry control point to request entry to NSWC IHD. Participants must wear and display their credential at all times while on the installation. Questions about the RAPIDGate program shall be addressed to info@rapidgate.com with the subject line RE: RAPIDGate Program.

4.6 Activity Identification Badges and Vehicle Decals

Contractors that require routine access to the installation shall obtain an identification badge and DoD decal for their vehicle in accordance with Naval Support Activity South Potomac installation access control procedures.

Contractor employees shall submit an application for badge requests to the COR by providing their personal information such as Company Name and Address, Name (last name, first name and middle initial), SSN, Date of Birth, Citizenship, Drivers License or State issued ID (State issued, photo ID number and expiration date). Any lost or stolen badges shall immediately be reported to the COR along with the Security Office.

To obtain DoD decals, the employee must present a valid driver's license, current vehicle registration required by the state in which the vehicle is registered and current proof of insurance for the registered vehicle.

4.7 Badge and Vehicle Decal Returns

Notify the Physical Security Office and the COR of all terminations of employees to ensure access levels are removed and all badges issued to the person by the Activity are returned.

4.8 Installation Traffic and Parking Regulations

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 32 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

All contractors at NSASP are subject to federal law, DoD, DoN, Navy Installation Command (CNIC), Navy District Washington (NDW), and NSASP regulations, policies and appropriate supported command instructions. All provisions of Virginia and Maryland vehicle codes apply unless one of the aforementioned regulations or policies is more restrictive.

Contractors must comply with NSASP Instruction 5560.1 dated 26 February 2009 for traffic control, parking control and traffic court at the Naval Support Activity, South Potomac installations for Naval Support Facility Indian Head and Stump Neck Annex. This aforementioned instruction is located on the internet website, <http://dahlgrensharks.com/NSASPINST%205560.1%20Installation%20Traffic%20&%20Parking%20Regulations.pdf>. Any violations of the instruction, Navy or DoD regulation or policy, or state or federal laws may result in a wide range of penalties. These may include but are not limited to: criminal charges, civil charges, vehicle towing, vehicle impoundment at owner's expense, and/or other administrative or legal action up to and including removal of vehicle or individuals from the confines of NSASP installations.

Privately owned vehicles that operate on the Activity must comply with state inspection requirements of the state in which the vehicle is registered.

Regardless of status, all vehicles and personnel entering and exiting the Activity shall be subject to searches to ensure the overall readiness of the Activity.

All drivers entering shall possess a valid driver's license, issued by competent authority, on their person when operating a motor vehicle. In addition, all vehicles shall have a current registration, license plates, and proof of insurance.

All personnel onboard the Activity are subject to federal law, DoD, DoN, Navy Installation Command (CNIC), Navy District Washington (NDW), NSASP regulations and State laws, policies and appropriate supported commands instructions in support of the mission.

4.9 Smoking Policy

Smoking is prohibited within and outside of all buildings on the installation activity except in designated areas. Discarding tobacco materials other than into designated tobacco receptacles is considered littering and is subject to fines. Matches or lighters and other spark/flame producing devices are prohibited in the Activity restricted area. Only installed electric lighters shall be allowed in designated smoking areas. A vehicle is not a designated smoking area.

4.10 Hand Held Cellular Devices and Earpieces

All vehicle operators onboard the Activity shall not use cell phones unless the vehicle is safely parked or unless they are using a hands free device. Use of cellular phones, CB radios, walkie-talkies, and other portable radio transmitters is prohibited in the restricted areas beyond NSASP Indian Head Post II and Stump Neck Annex unless approved by the hazards of electromagnetic radiation to ordnance (HERO) program manager.

4.11 Photographic Equipment

Photographic equipment of any kind is prohibited within the restricted area unless a camera permit is approved by their command and issued by the Activity Pass and ID.

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 33 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

SECTION I CONTRACT CLAUSES

52.222-41 Service Contract Act (1965)

In addition to the clauses in the basic contract, the following clauses are incorporated into the subject task order:

OPTION TO EXTEND THE TERM OF THE TASK ORDER

(a) The Government may extend the term of this contract by written notice to the Contractor within 365 days of award or exercise of previous option; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the task order expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this task order, including the exercise of any options under this clause, shall not exceed 5 years.

DFARS 252.215-7003 Excessive Pass-Through Charges- Identification of Subcontract Effort (APR 2007)

DFARS 252.215-7004 Excessive Pass-Through Charges (APR 2007)

DFARS 252.225-7040 Contractor Personnel Authorized Accompany U.S. Armed Forces Deployed Outside the U.S. (JUN 2011)

DFARS 252.211-7003 Item Unique Identification (JUN 2005)

The following OCONUS clauses are incorporated as follows:

52.228-3 – WORKERS’ COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

The Contractor shall

(a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and

(b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

(End of clause)

52.232-36 - PAYMENT BY THIRD PARTY (FEB 2010)

(a) *General.*

(1) Except as provided in paragraph (a)(2) of this clause the Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Government-wide commercial purchase card to be used are identified elsewhere in this contract.

(2) The Government-wide commercial purchase card is not authorized as a method of payment during any period the Central Contractor Registration (CCR) indicates that the Contractor has delinquent debt that is subject to collection under the Treasury Offset Program (TOP). Information on TOP is available at <http://fms.treas.gov/debt/index.html> . If the CCR subsequently indicates that the Contractor no longer has delinquent debt, the Contractor may request the Contracting Officer to authorize payment by Government-wide commercial purchase card.

(b) *Contractor payment request.*

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 34 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

(1) Except as provided in paragraph (b) (2) of this clause, the Contractor shall make payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor.

(2) When the Contracting Officer has notified the Contractor that the Government-wide commercial purchase card is no longer an authorized method of payment, the Contractor shall make such payment requests in accordance with instructions provided by the Contracting Officer during the period when the purchase card is not authorized.

(c) *Payment.* The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) *Documentation.* Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.

(e) *Assignment of claims.* Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15.

(f) *Other payment terms.* The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, which is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

(End of clause)

252.225-7040 – CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUL 2009)

(a) *Definitions. As used in this clause—*

***Combatant Commander* means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.**

Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Law of war means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

Subordinate joint force commander means a sub-unified commander or joint task force commander.

(b) *General.*

- (1) **This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in—**

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 35 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or military exercises, when designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(iv) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(v) Contractor personnel performing security functions are also authorized to use deadly force when such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in their contract or with their job description and terms of employment.

(vi) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 36 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(4) Contractor personnel must have a letter of authorization issued by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) *Compliance with laws and regulations.*

(1) The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

(iv) United States, host country, and third country national laws;

(v) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(vi) United States regulations, directives, instructions, policies, and procedures; and

(vii) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(e) *Pre-deployment requirements.*

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel authorized to accompany U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(i) All required security and background checks are complete and acceptable.

(ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide.

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 37 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(v) All personnel have received personal security training. At a minimum, the training shall--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. The basic training will be provided through—

(1) A military-run training center; or

(2) A Web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(3) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that--

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(f) *Processing and departure points.* Deployed Contractor personnel shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 38 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain the data.

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall--

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(3) Contractor personnel shall report to the Combatant Commander or a designee, or through other channels such as the military police, a judge advocate, or an inspector general, any suspected or alleged conduct for which there is credible information that such conduct--

(i) Constitutes violation of the law of war; or

(ii) Occurred during any other military operations and would constitute a violation of the law of war if it occurred during an armed conflict.

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 39 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

(i) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must—

- (i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and**
- (ii) Carry the written authorization with them at all times.**

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) *Weapons.*

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons--

- (i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or**
- (ii) The Regional Security Officer may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.**

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

- (i) Are adequately trained to carry and use them--**

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

- (ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and**

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 40 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) *Purchase of scarce goods and services.* If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) *Evacuation.*

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) *Next of kin notification and personnel recovery.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) *Mortuary affairs.* Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in—

(1) Contingency operations;

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 41 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or military exercises, when designated by the Combatant Commander.

(End of clause)

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 42 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

DEVIATION 2007-00010 – CONTRACTOR PERSONNEL IN UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (OCT 2007)

(a) *Definitions.* As used in this clause—

“Chief of mission” means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.

“Combatant commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

(b) *General.*

(1) This clause applies when contractor personnel are required to perform in the United States Central Command (USCENTCOM) Area of Responsibility (AOR), and are not covered by the clause at DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, contractor personnel are only authorized to use deadly force in self defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the USCENTCOM AOR are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 43 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.*

(1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before contractor personnel depart from the United States or a third country, and before contractor personnel residing in the host country begin contract performance in the USCENCOM AOR, the Contractor shall ensure the following:

- (i) All required security and background checks are complete and acceptable.
 - (ii) All personnel are medically and physically fit and have received all required vaccinations.
 - (iii) All personnel have all necessary passports, visas, entry permits, and other documents required for contractor personnel to enter and exit the foreign country, including those required for in-transit countries.
 - (iv) All personnel have received theater clearance, if required by the Combatant Commander.
 - (v) All personnel have received personal security training. The training must at a minimum—
 - (D) Cover safety and security issues facing employees overseas;
 - (E) Identify safety and security contingency planning activities; and
 - (F) Identify ways to utilize safety and security personnel and other resources appropriately.
 - (vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.
 - (vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.
- (3) The Contractor shall notify all personnel who are not a local national or ordinarily resident in the host country that—
- (viii) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 *et seq.*);
 - (ix) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a violation of the law of war when committed by a civilian national of the United States;
 - (x) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 44 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

States diplomatic, consular, military or other Government missions outside the United States (18 U.S.C. 7(9)).

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the USCENTCOM AOR to—

- (1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;
- (2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and
- (3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Personnel data.*

(1) The Contractor shall enter, before deployment, or if already in the USCENTCOM AOR, enter upon becoming an employee under this contract, and maintain current data, including departure date, for all contractor personnel, including U.S. citizens, U.S. legal aliens, third country nationals, and local national contractor personnel, who are performing this contract in the USCENTCOM AOR. This requirement excludes—

- Personnel hired under contracts for which the period of performance is less than 30 days; and
- Embarked contractor personnel, while afloat, that are tracked by the Diary Message Reporting System.

(2) The automated web-based system to use for this effort is the Synchronized Predeployment and Operational Tracker (SPOT). Follow these steps to register in and use SPOT:

(xi) SPOT registration can be accomplished by either a Common Access Card or through an Army Knowledge Online (AKO) account.

(xii) In order to obtain an AKO account, the Contractor shall—

(A) Request the Contracting Officer or other Government point of contract to sponsor its AKO guest account;

(B) Go to <http://www.us.army.mil/>;

(C) Enter the AKO sponsor username; and

(D) After AKO registration, contact the sponsor to confirm registration.

(xiii) *Registration in SPOT.*

(A) Register for a SPOT account at <https://iel.kc.us.army.mil/spotregistration/>

(B) The customer support team must validate user need. This process may take 2 business days. Company supervisors will be contacted to determine the appropriate level of user access.

(xiv) *Access to SPOT.* Upon approval, all users will access SPOT at <https://iel.kc.us.army.mil/spotracker>

(xv) *SPOT Questions.* Refer SPOT application assistance questions to the Customer Support Team at 717-506-1358 or SPOT@technisource.com.

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 45 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

(3) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive the data card.

(h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) *Weapons.*

(1) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons—

(xvi) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(xvii) The _____ [*Contracting Officer to specify individual, e.g. Contracting Officer Representative, Regional Security Officer, etc.,*] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(xviii) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable Department of Defense and agency policies, agreements, rules, regulations, and other applicable law;

(xix) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(xx) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) *Military clothing and protective equipment.*

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 46 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) *Evacuation.*

(1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) *Personnel recovery.* In the case of isolated, missing, detained, captured or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) *Notification and return of personal effects.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee—

(xxi) Dies;

(xxii) Requires evacuation due to an injury; or

(xxiii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing contractor personnel, if appropriate, to next of kin.

(o) *Mortuary affairs.* Mortuary affairs for contractor personnel who die in the area of performance will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform in the USCENTCOM AOR.

(End of Clause)

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 47 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

252.225-7997 – ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RELATING TO ALLEGED CRIMES BY OR AGAINST CONTRACTOR PERSONNEL IN IRAQ AND AFGHANISTAN (DEVIATION 2010-O0014) (AUG 2010)

(b) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (c) below, any alleged offenses under—

- (1) The Uniform Code of Military Justice (chapter 47 of title 10, United States code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or a contingency operation); or
- (2) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(c) The Contractor shall provide to all contractor personnel who will perform work on a contract in Iraq or Afghanistan, before beginning such work, information on the following:

- (1) How and where to report an alleged crime described in paragraph (a) of this clause.
- (2) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (a) of this clause.

(d) The appropriate investigative authorities to which suspected crimes shall be reported include the following officials—

- (i) US Army Criminal Investigations Division at <http://www.cid.army.mil/reportacrime.html>;
- (ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;
- (iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>; or
- (iv) To the command of any supported military element or the command of any base.

(e) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at (800) 424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(End of clause)

252.246-9999 – SAFETY OF FACILITIES, INFRASTRUCTURE AND EQUIPMENT FOR MILITARY OPERATIONS (DEVIATION) (APRIL 2010)

(f) *Definition.* “Discipline Working Group,” as used in this clause, means representatives from the DoD Components, as defined in MIL-STD-3007F, who are responsible for the unification and maintenance of the Unified Facilities Criteria (UFC) documents for a particular discipline area.

(g) The Contractor shall ensure, consistent with the requirements of the applicable inspection clause in this contract, that the facilities, infrastructure, and equipment acquired, constructed, installed, repaired, maintained, or operated under this contract comply with Unified Facilities Criteria (UFC) 1-200-01 for—

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 48 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

- (1) Fire protection;
- (2) Structural integrity;
- (3) Electrical systems;
- (4) Plumbing;
- (5) Water treatment;
- (6) Waste disposal; and
- (7) Telecommunications networks.

(h) The Contractor may apply a standard equivalent to or more stringent than UFC 1-200-01 upon a written determination of the acceptability of the standard by the Contracting Officer with the concurrence of the relevant Discipline Working Group.

(End of Clause)

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 49 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

LOCAL INSTRUCTIONS

952.222-0001 – PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (JUL 2010)

- (i) All contractors (“contractors” refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person’s liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.
- (j) Contractors are also required to comply with the following provisions:
- (1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
 - (2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee’s native language that defines the terms of their employment/compensation.
 - (3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.
 - (4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor’s written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.
 - (5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government’s Quality Assurance process.
 - (6) Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements, including requirements for visas and work permits.
- (k) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.
- (l) The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

(End of Clause)

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 50 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

952.223-0001 – REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (JUL 2010)

Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur.

Report the following information:

Contract Number

Contract Description & Location

Company Name

Reporting party:

Name

Phone number

e-mail address

Victim:

Name

Gender (Male/Female)

Age

Nationality

Country of permanent residence

Incident:

Description

Location

Date and time

Other Pertinent Information

(End of Clause)

952.225-0001 – ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (AUG 2010)

(m) General. Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including U.S. CENTCOM, United States Forces – Iraq (USF-I) and United States Forces – Afghanistan (USFOR-A) Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, who will seek individual authorization to be armed under the provisions of this contract (requests for blanket authorization for groups or organizations will not be approved), comply with the contents of this clause and with the requirements set forth in the following:

- (1) DODI 3020.50, Private Security Contractors (PSCs) Operating in Contingency Operations;**
- (2) DODI 3020.41, Program Management for Acquisition and Operational Contract Support in Contingency Operations;**
- (3) DFARS 252.225-7040, Contractor Personnel Supporting a Force Deployed Outside the United States;**
- (4) Class Deviation 2007-O0010, Contractor Personnel in the United States Central Command Area of Responsibility**
- (5) USFOR-A, FRAGO 09-206, Outlines Management of Armed Contractors and Private Security Companies Operating in the Combined Joint Operating Area - Afghanistan (CJOA-A)**
- (6) USF-I OPOD 10-01, Annex C, Appendix 13**

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 51 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

(7) U.S. CENTCOM Message, USCENTCOM Policy and Delegation of Authority for Personal Protection and Contract Security Service Arming of DoD Civilian Personnel and Contractors for Iraq and Afghanistan, dated 23 Dec 2005

(8) U.S. CENTCOM Message, Modification to USCENTCOM Civilian and Contractor Arming Policy and Delegation of Authority for Iraq and Afghanistan, dated 07 Nov 2006

(9) U.S. CENTCOM Message, Modification 3 to USCENTCOM Civilian and Contractor Arming Policy and Delegation of Authority in Iraq and Afghanistan, dated 09 Jun 2009

(n) ***Required Government Documentation.*** An O-6 or GS-15 (or above) from the unit requesting the contractor security shall provide a description of the following to the arming approval authority via the contracting officer representative (COR) in sponsoring each individual request for arming (under paragraph (c) below:

- (1) The specific location where the PSC employee will operate;
- (2) The persons and/or property that require protection;
- (3) The anticipated threat;
- (4) The requested weapon type(s), including serial number when possible;
- (5) The reason current security/police forces are unable to provide adequate protection; and
- (6) Verification, under paragraph (e) below, that background checks have been conducted and that no records were found of convictions or other acts that should be known to the arming authority.

(o) ***Required Contractor Documentation.*** Contractors and their subcontractors at all tiers that require arming approval shall provide to the arming approval authority via the COR consistent documentation (signed and dated by the employee and employer as applicable) for each of their employees who will seek authorization to be armed under the contract as follows:

(1) **Weapons Qualification/Familiarization.** All employees must meet the weapons qualification requirements on the requested weapon(s) established by any DoD or other U.S. government agency, Law of Armed Conflict (LOAC); Rules for the Use of Force (RUF), as defined in the U.S. CENTCOM Policy, dated 23 December 2005; and distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.

(2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.

(3) Written acknowledgement by the individual of the fulfillment of training responsibilities and the conditions for the authorization to carry firearms. This document includes the acknowledgement of the distinctions between the ROE applicable to military forces and RUF that control the use of weapons by DoD civilians, DoD contractors and PSCs.

(4) Written acknowledgement signed by both the armed employee and by a representative of the employing company that use of weapons could subject both the individual and company to U.S. and host nation prosecution and civil liability.

(5) A copy of the contract between the contractor's company and the U.S. Government that verifies the individual's employment and addresses the need to be armed.

(6) One (1) copy of a business license from the Iraqi or Afghani Ministry of Trade or Interior.

(7) One (1) copy of a license to operate as a PSC (or a temporary operating license) from the Ministry of Interior.

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 52 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

(p) The contractor will submit to the COR a communications plan that, at a minimum, sets forth the following:

- (1) The contractor's method of notifying military forces and requesting assistance where hostilities arise, combat action is needed or serious incidents have been observed;
- (2) How relevant threat information will be shared between contractor security personnel and U.S. military forces; and
- (3) How the contractor will coordinate transportation with appropriate military authorities.

(q) Prior to requesting arming approval, the contractor will submit to the COR an acceptable plan for accomplishing background checks on all contractor and subcontractor employees who will be armed under the contract. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan and which will be documented and furnished to the COR upon completion):

- (1) Use one or more of the following sources when conducting the background checks: Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, CIA records, and/or any other records available;
- (2) Verify with USF-I or USFOR-A, as applicable, that no employee has been barred by any commander within Iraq or Afghanistan; and
- (3) All local nationals and third country nationals will voluntarily submit to full biometric enrollment in accordance with theater biometric policies within 60 days of their arming request. While biometric collection and screening is voluntary, CORs will immediately notify the arming approval authority of any individuals who do not meet this requirement and any arming authorization will be revoked until all requirements are met.

(r) *Penalties for Non-Compliance.* Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force, training, arming authorization, and incident reporting requirements may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination.

(s) *Criminal and Civil Liability.* Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same, to the civil and criminal jurisdiction of the U.S. and Host Nation. "Host Nation" refers to the nation or nations where services under this contract are performed.

(t) *Lapses in Training or Authorization.* Failure to successfully retrain an employee who has been properly authorized to be armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon and authorization letter to the contractor and will remain unarmed until such time as they are retrained and newly approved by the arming authority. Additionally, the arming authority's authorization letter is valid for a maximum of twelve (12) months from the date of the prior letter (unless authorization is earlier invalidated by a lapse in training).

(u) *Authorized Weapon & Ammunition Types.* Unless DCDRUSCENTCOM (or a designee) expressly provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government-approved weapons and ammunition. Notwithstanding Host

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 53 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

Nation laws or regulations that would allow use of heavier weapons by contract security/PSC, all DoD security service / PSC contractors must have weapons approved by DCDRUSCENTCOM (or a designee) before use. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the U.S. Government for use in Iraq and Afghanistan:

- (1) The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).
- (2) The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.
- (3) U.S. government Ball ammunition is the standard approved ammunition.

(v) *Requirements for Individual Weapons Possession.* All employees of the contractor and its subcontractors at all tiers who are authorized to be armed under this contract must:

- (1) Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (c) and subsequently authorized to carry;
- (2) Carry weapons only when on duty or at a specific post (according to their authorization);
- (3) Not conceal any weapons, unless specifically authorized;
- (4) Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer; and
- (5) IAW USCENTCOM G.O. #1, consumption of alcohol in Iraq or Afghanistan is prohibited. In the event of a suspension or an exception to G.O. #1, employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period when they will be armed. There are no circumstances under which a person will be authorized to consume any alcoholic beverage when armed for personal protection.

(w) *Weapons/Equipment Restrictions and Responsibilities.* Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.

(x) *Rules for the Use of Force (RUF).* In addition to the RUF and ROE training referenced in paragraph (c), the contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may violate the RUF and/or otherwise trigger reporting requirements as serious incidents. Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, though are not limited to:

- (1) Taking a direct part in hostilities or combat actions, other than to exercise self-defense;
- (2) Failing to cooperate with Coalition and Host Nation forces;
- (3) Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm;

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 54 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

- (4) Failing to use a graduated force approach;
- (5) Failing to treat the local civilians with humanity or respect; and
- (6) Detaining local civilians, other than in self-defense or as reflected in the contract terms.

(y) *Retention and Review of Records.* The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the government, within 72 hours of a request.

(z) *Contractor Vehicles.* Vehicles used by contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble U.S./Coalition or host nation military and police force vehicles.

(aa) *Quarterly Reporting.* The prime contractor will report quarterly (i.e. NLT 1 January, 1 April, 1 July and 1 October for each quarter of the calendar year) to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer, the following information under this contract:

- (1) The total number of armed civilians and contractors;
- (2) The names and contact information of its subcontractors at all tiers; and
- (3) A general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels. Note: this information is in addition to the information the contractor promises to immediately provide under the communications plan referenced at paragraph (d).

(End of Clause)

952.225-0002 – ARMED PERSONNEL INCIDENT REPORTS (SEP 2010)

(a) All contractors and subcontractors in the United States Forces-Iraq (USF-I) or United States Forces-Afghanistan (USFOR-A) theater of operations shall comply with and shall ensure that their personnel supporting USF-I or USFOR-A forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective USF-I or USFOR-A Commanders relating to force protection and safety.

(b) IRAQ: Contractors shall provide an initial report of all weapons firing incidents or any other serious incidents they or their contractors are involved in to USF-I Contractor Operations Cell (CONOC) as soon as practical, but not later than 4 hours after the incident. The contractor and its subcontractors at all tiers shall submit a written report to CONOC, the Contracting Officer (KO) within 96 hours of the incident. Interim reports shall be submitted between the initial and final report, when necessary to the CONOC at usfic3conoc@iraq.centcom.mil
DSN 318-435-2369, UK# 0044 203 286 9851 or 0044 203 239 5894 or Skype: USFICONOC

(c) AFGHANISTAN: Contractors shall immediately report all incidents and use of weapons through their Contracting Officers Representative (CORs) who will notify the Contracting Officer. Contracting Officers are responsible to notify the SCO-A Chief of Operations and the SAR @ USFOR-A (SAR SHIFT DIRECTOR, DSN: 318-237-1761) Information should include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 55 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

for the company. The PARC-A Chief of Operations in coordination with the SAR will issue guidance for further reporting requirements.

(d) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC/ SAR Watch.

(End of Clause)

952.225-0003 – FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (NOV 2010)

(a) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. Contractor personnel who deploy for multiple tours, for more than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI \geq 40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixeter placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 10 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 56 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(d) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <http://comptroller.defense.gov/rates/fy2011.html> (change fiscal year as applicable).

(End of Clause)

952.225-0004 – COMPLIANCE WITH LAWS AND REGULATIONS (JUL 2010)

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENCOM, Multi-National Force and Multi-National Corps operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

(c) Contractor employees may be ordered removed from secure military installations or the theater of operations by order of the senior military commander of the battle space for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.

(d) Contractor employees performing in the USCENCOM Area of Responsibility (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in the USCENCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 57 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

(f) Contractors shall immediately notify military law enforcement and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.

(End of Clause)

952.225-0005 – MONTHLY CONTRACTOR CENSUS REPORTING (JUL 2010)

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2007-00010.

(End of Clause)

952.225-0006 – CONTRACT DELIVERY REQUIREMENTS (JUL 2010)

REQUIRED DELIVERY DATE: _____

CONTRACTOR DELIVERY LOCATION: _____

POINT-OF-CONTACT RESPONSIBLE FOR INSPECTION & ACCEPTANCE:

Name: _____

Phone No.: _____ **email:** _____

FINAL DELIVERY DESTINATION: _____

POINT-OF-CONTACT AT FINAL DESTINATION: _____

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 58 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

Name: _____

Phone No.: _____ email: _____

REQUIRING ACTIVITY: _____

(End of Clause)

952.225-0007 – MANDATORY SHIPPING INSTRUCTIONS (IRAQ) (JUL 2010)

(a) United States Forces Iraq, Deputy Commanding General Advisory and Training (USF-I DCG A&T), is required to track supplies and materiel shipped into Iraq. Prompt notification of shipment movements and compliance with information requirements will assist in providing advance notice to the point of entry for all inbound shipments.

(b) The “Customs Levy Exemption Form” will be reviewed by a Government of Iraq Representative. If the shipment qualifies for a levy exemption, the “Customs Levy Exemption Form” will be stamped and emailed back to the contractor. The stamped form must accompany every shipment for which a levy exemption is desired.

(c) Upon contract award, the contractor/consignor shall provide the necessary logistical information required by USF-I DCG A&T /J4.

STEP 1:

-- Upon contract award go to the following JCCS website:

-- <https://www.rebuilding-iraq.net/>

STEP 2:

-- Select the “Logistics” and then the “Customs” radio buttons.

-- Select and complete the “Customs Levy Waiver Form”.

STEP 3:

-- Email the (1) completed “Customs Levy Exemption Form”, (2) a copy of the front page of the signed contract; and (3) the pages from the contract that describe the required supplies, equipment or end product to USF-I DCG A&T /J4 (Logistics) at Usf-i.j4.mmdmove@iraq.centcom.mil and Customs Officials at CMDbattlebox@iraq.centcom.mil, DSN: 318-485-2594/6224 Commercial: 713-970-6140 (Rings in Iraq) within 7 days of shipping.

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 59 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

-- The "Customs Levy Exemption Form" will be reviewed by a Government of Iraq representative. If the shipment qualifies for a levy exemption, the "Customs Levy Exemption Form" will be stamped and emailed back to the contractor. The stamped form, airway bill/bill of lading, and manifests/packing documents must accompany every shipment for which a levy exemption is desired. All of these documents must list USF-I as the consignee/end user and the releasing agent as "GLOBAL FREIGHT SYSTEM."

-- Complete a Form DD-250 form, Material Inspection and Receiving Report, and provide it and the invoice for the shipment with the cargo.

-- Commercial Air Shipments require (1) airway bills and (2) the "Customs Levy Exemption" form to be emailed to the USF-I J4 org box at

Usf-i.j4.mmdmove@iraq.centcom.mil. Ensure that all shipping labels have USF-I and ATTN: GLOBAL FREIGHT SYSTEM.

(d) It is the contractor's responsibility to provide all the requested information in sufficient time to allow coordination of required delivery. Failure to comply with these instructions may result in delaying the arrival of supplies and materiel at their final destinations.

(e) Once material is shipped, the Contractor shall notify USF-I J4, within two business days, at email address: Usf-i.j4.mmdmove@iraq.centcom.mil

(End of Clause)

952.225-0008 – SHIPPING INSTRUCTIONS FOR WEAPONS (JUL 2010)

(a) All weapons shall be shipped with a complete serial number manifest that is included with the shipping documents (inventory, bill of lading, etc.).

(b) All individual boxes or crates shall be numbered and correspond to a list annotated on the serial number manifest.

(c) Each individual box or crate shall have a packing list both inside and outside the box. That packing list shall contain a list of the contents and the serial numbers for the weapons in that box or crate.

(d) The contract number shall be listed on all serial number manifests and packing lists. All serial numbers shall be unique and non-recurring in any previous or future shipments. Shipments received with recurring serial numbers will not be accepted by the U.S. Government, and the contractor will be required to return the shipment at his own expense and replace with new weapons having non-recurring serial numbers.

(End of Clause)

952.225-0009 – MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR THIRD COUNTRY NATIONALS OR LOCALLY HIRED EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR) (NOV 2010)

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 60 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

(a) Contractors, and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National (TCN), and U.S. employees, working on bases have been screened for and do not currently have active tuberculosis (TB).

(1) Contractors may initially utilize a testing method of either a chest x-ray or TB skin test (TST), depending on the originating country a contracted employee.

(i) Chest x-rays (CXR's), symptom survey, and Body Mass Index (BMI) shall be taken, and TSTs administered within 12 months prior to the start of deployment/employment. Contractors are required to bring in a physical copy of the pre-employment CXR film as it is the only way to verify interval changes should an active case of TB occur.

(A) Third Country Nationals (TCNs) and Local Nationals (LNs) cannot be screened with the TST. They need the pre-employment screening with a quality CXR, Body Mass Index (BMI) and symptom survey

(B) Small-Risk Nationals (SRNs), those with less than 25 TB cases per 100,000 persons annually (mostly expats from Europe and US), can be screened via the TST.

(ii) Annual re-screening for TCNs, and LNs will be performed with a CXR conducted by the Contractors medical provider or local economy provider, who will look for interval changes from prior CXR's and review any changes in the symptom survey.

(iii) SRN's do not require annual TB re-screening. However, for a TB contact investigation, a TST or Interferon Gamma Release Assay (IGRA) is required.

(iv) For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history, BMI, and CXR. All cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) physician and/or TB Consultant as soon as possible. TB reporting is required within 24 hours to the PM POC. Contact tracing, and medical coding have specific requirements. All Small-Risk National (SRN) contract personnel are required to be MEDEVAC'd out of theater, at the contractor's expense, for treatment of active TB, after consultation with the Theater PM or TB Consultant at the USF-I Surgeon's office. For SRN personnel, the contractor is responsible for management and compliance with all prescribed public health actions.

(v) Screening may be performed either by a licensed medical provider from the local economy or by the contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.

(2) TB screening and documentation is a requirement prior to receiving badges to work in the Iraq Joint Operations Area. A copy of the TB screening documentation shall be provided to the responsible Base Operations Center (BOC) prior to issuance of base access badges.

(b) Contractor employees, including subcontractors at any tier, who work in positions where they are working in food service, water and ice production facilities, shall have current Typhoid and Hepatitis "A" (full series) immunizations in accordance with the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), in addition to the required TB tests. The contractor medical provider must complete a pre-placement examination to include a stool sample test for ova and parasites, and annual medical screening form or equivalent for food service, ice and water production workers.

(c) Proof of individual employee vaccinations shall be provided to the Contracting Officer and COR showing that their employees and their subcontractor employees at any tier have received the above vaccinations. The

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 61 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

contractor shall maintain their employees' vaccination records for examination by the Contracting Officer. The contractor shall ensure that their subcontractors at any tier maintain their respective employees' vaccination records for examination by the Contracting Officer.

(d) The contractor is responsible for management and compliance with all prescribed public health actions regarding TB in the contracted personnel. The contractor also bears the responsibility of ensuring that adequate health management for TB (screening / diagnosis / treatment / isolation) is available at the contractor's chosen health care provider for their contracted and subcontracted personnel.

NOTE: Contractors are reminded of the requirement to comply with their contract and all regulatory guidance (DoD Instructions/Regulations, Federal Acquisition Regulation/Defense Federal Acquisition Regulation Supplement, and FRAGO's) as applicable regarding Medical Screening and Vaccination Requirements.

(End of Clause)

952.225-0011 – GOVERNMENT FURNISHED CONTRACTOR SUPPORT (JUL 2010)

The following is a summary of the type of support the Government will provide the contractor, on an "as-available" basis. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence.

U.S. Citizens Accompanying the Force

| | | |
|-----------------------------|----------------------|--------------------|
| APO/FPO/MPO/Postal Services | DFACs | Mil Issue Equip |
| Authorized Weapon | Excess Baggage | MILAIR |
| Billeting | Fuel Authorized | MWR |
| CAAF | Govt Furnished Meals | Resuscitative Care |
| Controlled Access Card | Military Banking | Transportation |
| (CAC)/ID Card | Military Clothing | All |
| Commissary | Military Exchange | None |
| Dependents Authorized | | |

Third-Country National (TCN) Employees

| | | |
|-----------------------------|----------------------|--------------------|
| APO/FPO/MPO/Postal Services | DFACs | Mil Issue Equip |
| Authorized Weapon | Excess Baggage | MILAIR |
| Billeting | Fuel Authorized | MWR |
| CAAF | Govt Furnished Meals | Resuscitative Care |
| Controlled Access Card | Military Banking | Transportation |
| (CAC)/ID Card | Military Clothing | All |
| Commissary | Military Exchange | None |
| Dependents Authorized | | |

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 62 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

Local National (LN) Employees

| | | |
|-----------------------------|----------------------|--------------------|
| APO/FPO/MPO/Postal Services | DFACs | Mil Issue Equip |
| Authorized Weapon | Excess Baggage | MILAIR |
| Billeting | Fuel Authorized | MWR |
| CAAF | Govt Furnished Meals | Resuscitative Care |
| Controlled Access Card | Military Banking | Transportation |
| (CAC)/ID Card | Military Clothing | All |
| Commissary | Military Exchange | None |
| Dependents Authorized | | |

(End of Clause)

952.225-0013 – CONTRACTOR HEALTH AND SAFETY (NOV 2010)

(a) **Contractors shall comply with all National Electrical Code (NEC 2008), Specifications as outlined, and MIL Standards and 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 (NEC Table 352.20). Specifically, the use of magnetic ballasts in lighting for new construction or replacement of existing magnetic ballasts during refurbishment, alterations or upgrades with new magnetic ballasts is prohibited. 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 outlined in the 2008 National Electric Code (NEC).**

(b) **The contractor shall correct all deficiencies within a reasonable amount of time of contractor becoming aware of the deficiency either by notice from the government or a third party, or discovery by the contractor. Further guidance on mandatory compliance with NFPA 70: NEC 2008 can be found on the following link <http://www.nfpa.org>.**

(End of Clause)

952.225-0016 – CONTRACTOR DEMOBILIZATION (NOV 2010)

(a) **Full demobilization of contractors and subcontractor(s) in the Iraq/Afghanistan Combined/Joint Operations Area (CJOA) is critical to Responsible Drawdown. The prime contractor is required to submit a demobilization plan to the Contracting Officer a minimum of 30 days prior to the end of the contract performance period or when requested by the Contracting Officer. The demobilization plan shall address, as a minimum, the following procedures detailed below. The procedures outline specific guidance to ensure a timely and responsible exit from Iraq. Prime contractors are responsible and accountable to ensure their subcontractor(s) at all tiers comply with responsible and timely exit from Iraq immediately following contract performance completion or termination.**

(2) **Exit from Iraq: The prime contractor shall follow the exit guidance issued by the United States (U.S.)**

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 63 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

Embassy Baghdad and shall ensure subcontractor(s) at all tiers also follow the exit procedures. The prime contractor is responsible to remain cognizant of Iraqi laws regarding exit from Iraq. Currently, all foreigners traveling out of Iraqi airports via commercial air transportation must have exit visas. Department of Defense, U.S. Forces-Iraq, Letters of Authorization (LOAs), and/or Embassy Badges are no longer the accepted means of exiting Iraq. All U.S. citizens and foreign national contractors must obtain an Iraqi exit sticker before departing the country. The exit sticker may be obtained from selected police stations or Ministry of Interior (MOI) offices. It is the prime contractor's responsibility to ensure that the most recent exit procedures are followed and to ensure that subcontractor(s) at all tiers are in compliance with exit procedures. Assistance for this procedure may be obtained by e-mailing baghdadregmgt@state.gov or phone 240-553-0581, ext 2782 or ext 2092.

(3) **Letter of Authorization (LOA):** The prime contractor is responsible for demobilizing its workforce, including subcontractor employees at all tiers, and all contractor owned and subcontractor owned equipment out of theater as part of the prime contractor's exit strategy. This exit strategy must include reasonable timeframes starting with the end of the contract performance period and not exceeding 30 days. The Contracting Officer has the authority to extend selected LOAs up to, but not exceeding 30 calendar days after the contract completion date to allow the prime contractor to complete demobilization of its workforce and contractor owned equipment, as well as subcontractor(s) workforce and owned equipment, out of the Iraq/Afghanistan CJOA. The prime contractor shall notify the Contracting Officer a minimum of 30 days prior to the end of the contract period to request up to a 30-day extension of selected LOAs beyond the contract completion date to complete demobilization. The request shall include at a minimum:

- (i) the name of each individual requiring a new LOA;
- (ii) the number of days for the LOA (no more than 30 calendar days); and
- (iii) justification for the request (e.g., what function the individual(s) will be performing during the demobilization period).

The Contracting Officer may request additional information for an LOA extension. Any LOA extension granted beyond the contract completion date shall not exceed 30 days and the contractor is not entitled to additional compensation for this period. If approved by the contracting officer, this is a no cost extension of an employee's LOA due to demobilization and in no way is an extension of the contract performance period.

(4) **Badging:** The prime contractor is responsible to ensure all employee badges, including subcontractor employees at all tiers, are returned to the local Access Control Badging Office for de-activation and destruction. The prime contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If a prime and/or subcontractor employee's badge is not returned, the prime contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the U.S. Failure to return employee badges in a timely manner may result in delay of final payment.

(5) **Contractor Controlled Facility Space:** If the prime contractor has entered into a Memorandum of Understanding with the Installation Mayor or Garrison for site space, buildings, facilities, and/or Containerized Housing Units (CHU) to house prime and/or subcontractor employees (at all tiers), the prime contractor is responsible to notify the Installation Mayor or Garrison Commander of intent to vacate at least 90 calendar days prior to the end of the contract performance period. All United States Government (USG) provided property in the prime contractor's possession must be returned to the USG in satisfactory condition. The prime contractor is responsible and liable for any and all damages to USG property caused by prime and/or subcontractor employees, and shall be further liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the USG in returning prime contractor and/or subcontractor facilities including surrounding site to a satisfactory condition, including expenses incurred in physically moving

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 64 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

property, trash, and refuse from such premises, removing/ remediating hazardous wastes on the premises, and repairing structures, buildings, and facilities used by the prime contractor and/or subcontractor. The prime contractor shall provide notification to the Installation Mayor or Garrison Commander to perform an inspection of all facilities as soon as practicable, but no more than 30 days, after the end of the contract period. If damages are discovered, the prime contractor shall make the necessary repairs. The prime contractor shall notify the Installation Mayor or Garrison Commander for re-inspection of the facilities upon completion of the repairs. If the Installation Mayor or Garrison Commander inspects the property, site space, buildings, facilities, and/or CHUs and finds they have not been properly cleaned, cleared, and/or environmentally remediated, or if the prime contractor fails to repair any damages within 30 calendar days after the end of the contract performance period, the final contract payment shall be reduced by the amount of the specified damages/repairs or the expenses incurred by the USG to properly clean, clear, and/or environmentally remediate the premises.

(6) **Government Furnished Equipment/Materials:** The prime contractor is responsible to return all USG furnished equipment, as defined in Federal Acquisition Regulation (FAR) Part 45, clauses 52.245-1, 52.245-2, and 52.245-5, if included in the contract. Prime contractors who are not in compliance with the FAR, Defense Federal Acquisition Regulation Supplement, Department of Defense Directives and Instructions, United States Forces-Iraq (USF-I) FRAGO's, United States Forces-Afghanistan (USFOR-A) FRAGOs, policies, or procedures will be responsible and liable for damages to the government property. The prime contractor may apply for a "relief of responsibility" from the Contracting Officer anytime during the contract performance period. A joint inventory shall be conducted of the equipment by the prime contractor, USG representative, and the Contracting Officer or their representative, within 10 calendar days after the end of the contract performance period. The prime contractor shall report lost, damaged or destroyed property immediately to the Contracting Officer, but no later than the joint inventory at the end of the contract period. If the prime contractor fails to report lost, damaged or destroyed equipment or materials during the contract performance period, the prime contractor shall be responsible for the replacement and/or repair of the equipment or materials. The replaced equipment shall be new, of the same quality, and shall perform at the same functional level as the missing piece of equipment. If the prime contractor fails to repair and/or replace damaged or missing equipment, the final payment shall be reduced by the appropriate amount of the specified damages or cost to replace missing equipment with new.

(7) **Synchronized Predeployment Operational Tracker (SPOT):** The prime contractor is responsible to close out the deployment of personnel, including subcontractor employees at all tiers, at the end of the contract completion period and to release the personnel from the prime contractor's company in the SPOT database. The release of employee information must be accomplished no more than 30 calendar days after the end of the contract completion date.

(8) **Accountability of Prime and Subcontractor Personnel:** Whether specifically written into the contract or not, it is the expectation of the USG that for any persons brought into Iraq for the sole purposes of performing work on USG contracts, contract employers will return employees to their point of origin/home country once the contract is completed or their employment is terminated for any reason. If the prime contractor fails to re-deploy an employee, or subcontractor employee at any tier, the USG shall notify the U.S. Embassy Baghdad, to take appropriate action. Failure by the prime contractor to re-deploy its personnel, including subcontractor personnel at any tier, at the end of the contract completion date, could result in the contractor being placed on the Excluded Parties List System (EPLS) and not be allowed to propose on future U.S. contracts anywhere in the world.

(b) CENTCOM Contracting Command (C³) and external agencies will utilize all available contracting remedies to guarantee compliance with demobilization requirements. Such actions include, but are not limited to withholding payment, issuing a cure notice, issuing a negative Contractor Performance Assessment Reporting System (CPARS) evaluation, reduction of award fee, debarment, reimbursement of U.S. Government expenses, and/or any other legal remedy available to a contracting officer. The USG reserves the right to

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 65 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

withhold payment from the prime contractor not in compliance with the above procedures included herein. Additionally, the Contracting Officer shall document all unresolved contractor compliance issues in CPARS, which shall have an adverse past performance affect on future contracts with the USG, anywhere in the world.
(End of Clause)

952.236-0001 – ELECTRICAL AND STRUCTURAL BUILDING STANDARDS FOR CONSTRUCTION PROJECTS (JUL 2010)

(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) 2008 National Electrical Code (NEC),
- (3) American National Standards Institute (ANSI) C2, and
- (4) 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, then provisions within the International Electrical Code (IEC) or British Standard (BS 7671) shall be followed. Any deviations from the above necessary to reflect market conditions, shall receive prior written approval from a qualified engineer and the Contracting Officer.

(e) The use of magnetic ballasts in lighting for new construction or replacement of existing magnetic ballasts during refurbishment, alterations, or upgrades with new magnetic ballasts is prohibited.

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

UFC: http://65.204.17.188/report/doc_ufc.html

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

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

(End of Clause)

KSCR1-1 – ADDITIONAL INSTRUCTIONS FOR CONTRACTOR PERSONNEL WORKING IN THE USCENCOM AREA OF RESPONSIBILITY (AOR), SUPPORT
(NOV 2010)

Contractor Privileges and Support: As identified in the Statement of Work (SOW) and must be authorized by the Contracting Officer in a Letter of Authorization (LOA). Every contract employee who will need an identification badge

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 66 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

will need a SPOT-generated LOA. No personnel are authorized entry into the theater for *more than 30 days* without a SPOT-generated LOA.

Medical Treatment Available to Contractor Personnel on Base Camps: limited to resuscitative and stabilization care only. Kuwait mandatory language is in the Clause KSCR1-5, below. Emergency medical care is provided to any employee with an LOA, even when medical/dental care is not specified. Medical/dental care appears as a check box; when creating the SPOT-generated LOA, do not check the box to authorize routine medical/dental care.

Personnel Support: The contractor is responsible for all personnel support unless provided for in the Statement of Work. The Statement of Work must clearly identify all contractor personnel support that will be provided by the Government. PGI 225.7402-3 lists the support that may be authorized or required when contractor personnel are supporting U.S. operations. Some examples of support are office space, communication services, equipment, and access to dining facilities.

Billeting and government provided meals: As a general rule, not available for contractors in Kuwait. On an exception basis, contractors may be permitted to use Government Billeting if a critical need by the Government exists and approval is granted by the Base Commander as recommended by the Base Mayor's Cell.

Life Support: Contractors are responsible for providing all aspects of Life Support for Contractor employees to including, but not limited to, housing and transportation within Kuwait and transportation to and from Kuwait, medical or dental care (if provided for under employee benefits). Contractors are not allowed residence on any military installation within Kuwait unless a critical need by the Government exists and approval is granted by the Base Commander as recommended by the Base Mayor's Cell. The Government will provide only resuscitative/emergency medical care to contractor employees. (Reference paragraph 6.2.7.5 (Medical Preparation) of DODI 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces). The Contracting Officer must determine whether any contractor personnel will be required to be armed or authorized to carry weapons for self-defense.

(End of Clause)

KSCR1-2 – PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (AUG 2010)

Trafficking in Persons (TIP): Contractor employees and subcontractor employees performing under this contract shall comply with all DOD and ASG-KUs Trafficking in Persons policies. Contractor employees are subject to prescriptions and remedies at FAR Clause 52.222-50 and the terms and conditions stated herein.

ASG-KU has adopted a more stringent policy than federal requirements regarding trafficking in persons. All Contractor employees and subcontractor employees shall be subject to FAR Clause 52.222-50, Combating Trafficking in Persons.

Contractor shall adhere to and abide by all Kuwait Labor Laws during the performance of this contract.

Registered Employee Listing: On a monthly basis, the Contractor shall provide the ACO with a listing of employee names registered with the Ministry of Social Affairs and Labor (MOSAL). Failure to provide the ACO with a list of employees registered with the MOSAL will result in the denial of installation badging privileges for Contractor employees. Furthermore, a copy of each individual's employment contract shall be available to the USG by the conclusion of the Transition Period. At a minimum, the employment contract shall be in English and the language of the employee. The Contractor shall disclose and make known to its employees the terms and conditions of

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 67 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

employment.

For the duration of the contract, the Contractor shall ensure all wages earned (hourly, weekly, monthly, yearly), to include benefits and allowances, or any type of debt bondage arrangement in effect between the Contractor and employee, are included in each employee's contract. Contractor shall specify the compensation rate to be earned for hours in excess a normal workweek within the employment contract.

Contractor shall specify the type or description of work to be performed and the job site location.

Contractor shall provide transportation costs from country of origin to place of employment, including repatriation.

Contractor shall include a detailed description of the type of job site berthing accommodations available to the employees within the employment contract.

Contractor shall provide non-cash compensation and benefits, to include meals and accommodations.

Contractor shall ensure employees have injury and sickness compensation insurance for emergency medical and dental care.

Contractor shall clearly define valid grounds for termination within the employment contract.

Contractor shall include dispute settlement provisions within the employment contract.

Housing Standards: The Contractor shall comply with the following minimum housing accommodations standards:

- (1) Housing provided to all employees shall be no less than 50 square feet per person.**
- (2) Cafeteria or common use kitchen will be provided to all employees. Common use kitchens will service no more than 25 workers per kitchen.**
- (3) Each room shall be furnished at a minimum with the following:**
 - (i) Room light.**
 - (ii) One bed per individual.**
 - (iii) One storage device that can be secured; a footlocker with hasp for lock, minimum size of at least 3 cubic feet.**
 - (iv) A laundry facility or laundry service.**
 - (v) Cleaning supplies.**
- (4) Monthly inspections of living conditions of all Contractor and subcontractor employees. A copy of the inspection report shall be provided to the ACO. The inspection report shall, at a minimum, contain the following inspection criteria:**
 - (i) Compliance with minimum housing accommodation standards.**
 - (ii) Functioning appliances and the projected time for repair for any non-functioning appliances.**
 - (iii) The findings of Quarterly Health and Welfare inspections on personnel and accommodations.**

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 68 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

TIP Training: Contractor shall provide TIP training for all employees and subcontractor employees. A copy of each employee's TIP training certificate shall be provided to the PCO 30 days after the contract start date.

Contractor Shall Post: Human Trafficking Hotline Posters in English and all employee languages in all living quarters. At a minimum, the poster shall include the Contracting Commands Hotline complaint number DSN 318-430-4985 or 389-4985.

Violations: Violation of the TIP policy shall result in actions taken against the Contractor or its employees. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment at no cost to the USG. Contractor shall take appropriate actions to enforce this clause up to, and including, termination of employees or subcontractors that violate this policy at no cost to the Government.

Notification: Contractor shall inform the PCO immediately of any information received from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates TIP policies, and any actions taken against Contractor or subcontractor employees pursuant to FAR Clause entitled "Combating Trafficking in Persons".

Remedies: In addition to other remedies available to the USG, the Contractor's failure to comply with TIP policy may render the Contractor subject to the following:

- (1) Required removal of a Contractor employee or employees from the performance of the contract.**
- (2) Required subcontractor termination.**
- (3) Suspension of contract payments.**
- (4) Loss of fee, consistent with the fee plan, for the performance period in which the USG determined Contractor non-compliance.**
- (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract.**
- (6) Suspension or debarment.**

Subcontracts: Contractor shall flow-down to its subcontracts the terms and conditions of this paragraph IAW Host Nation laws, regulatory guidance, DOD, and FAR clauses referenced herein.

(End of Clause)

KSCR1-3 – ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (AUG 2010)

(a) Arming of Contractors. Contractor and its subcontractors shall, at all tiers that require arming under this contract, agree to obey all existing and future laws, regulations, orders, and directives applicable to the use of private security personnel in Kuwait, including USCENTCOM and USARCENT Commander orders, instructions, and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

- (1) DODI 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces.**
- (2) DFARS 252.225-7040, Contractor Personnel in the United States Central Command Area of Responsibility (Deviation 2007O0010).**
- (3) USCENTCOM Policy Letter, Personal Protection, and Contract Security Service Arming, current version.**

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 69 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

(b) Required Contractor Documentation: Contractors and their subcontractors that require arming approval shall provide the following to the ACO/COR.

(c) Armed Contractor Employee Documentation: Contractor shall maintain documentation on each employee who will be armed under this contract that they have received the following training:

(1) Weapons Qualification/Familiarization. All employees must meet the qualification requirements established by the Department of the Army Weapons Qualification Standard or as approved by the ASG-KU Commander; Law of Armed Conflict (LOAC); Rules for the Use of Force (RUF), as defined in the ASG-KU Provost Marshal SOP and USARCENT Policy; Distinction between the above-prescribed RUF and the Rules of Engagement (ROE).

(2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.

(3) One copy of a business license from the Kuwaiti Ministry.

(4) One copy of an operating license (or a temporary operating license) from the Kuwaiti Ministry.

(5) Records pertaining to this certification are inspectable items by the USG without notice.

(d) Security Communications Plan. Contractor shall provide a communications plan that, at a minimum, sets forth the Following:

(1) Contractors method of notifying military forces and requesting assistance where hostilities arise or combat action is needed.

(2) How relevant threat information will be shared between Contractor security personnel and U.S. military forces.

(3) How the Contractor shall coordinate transportation with appropriate military authorities.

(e) Background Checks & Plan. Contractor shall maintain and develop an acceptable plan for accomplishing background checks on all personnel who will be armed under this contract. The Contractor shall ensure all subcontracts contain provisions to this effect and shall audit any subcontractor for compliance with this provision on a regular basis, but no less than quarterly. The Contractor shall, at a minimum, perform the following:

(1) Use one or more of the following sources when conducting the background checks: Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, CIA records, and/or any other records available.

(2) Verify with ASG-KU PMO that no employee has been barred by any commander within CENTCOM.

(3) Certify, after completing all checks, that all persons armed under this contract are not prohibited under U.S. law from possessing a weapon or ammunition.

(4) The Contractor shall furnish verification that each employee has passed the above listed checks to the

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 70 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

ACO and COR monthly.

(f) Required Contractor Acknowledgements. Contractors and their subcontractors at all tiers that require arming approval will provide written acknowledgement of the following to the PCO, ACO and COR:

(g) Penalties for Non-Compliance. Failure of the Contractor or subcontractor employees to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force may result in the revocation of weapons authorization for such employees. Where appropriate, such failure may also result in the total revocation of weapons authorization for the Contractor (or subcontractor) and sanctions under the contract, including termination.

(h) Criminal and Civil Liability. Arming of contractor or subcontractor employees under this contract may subject the Contractor, its subcontractors, and persons employed by the same, to USG and Host Nation prosecution and civil liability. Host Nation refers to the nation or nations where services under this contract are performed.

(i) Lapses in Training. Failure to successfully retrain an employee who is armed under this contract within 12 months of the last training date will constitute a lapse in the employees authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon to the Contractor and will remain unarmed until such time as they are retrained and the PCO, ACO, or COR determines that the retraining is sufficient.

(j) Requirements for Individual Weapons Possession. All employees of the Contractor and its subcontractors at all tiers who are armed under this contract must:

- (1) Possess only those Government-approved weapons and ammunition for which they are qualified.**
- (2) Carry weapons ONLY when on duty or at a specific post.**
- (3) Not conceal any weapons, unless specifically authorized by the ASG-KU PMO.**
- (4) Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer.**
- (5) Not consume any alcoholic beverage or medication that may affect the ability to execute mission while armed or within eight hours of the next work period where they will be armed.**

(k) Rules for the Use of Force (RUF). In addition to the RUF training, the contractor and its subcontractors at all tiers shall monitor and report all activities of its armed employees that may violate the RUF. Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration.

Violations of the RUF include, but are not limited to:

- (1) Taking a direct part in hostilities or combat actions, other than to exercise self-defense.**
- (2) Failing to cooperate with Coalition and Host Nation forces.**

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 71 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

(3) Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm.

(4) Failing to use a graduated force approach.

(5) Failing to treat the local civilians with dignity and respect.

(6) Detaining local civilians, other than in self-defense or as reflected in the contract terms.

(l) Retention and Review of Records. Contractor and all subcontractors at all tiers shall maintain records on weapons training, Law of Armed Conflict (LOAC), RUF, and the screening of employees for at least six months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the PCO, COR, and ACO or designated representative, at no additional cost to the USG, within 72 hours of a request.

(m) Armed Personnel Quarterly Report. The prime contractor will report quarterly, (NLT 1 January, 1 April, 1 July, and 1 October for each quarter of the calendar year) to the PCO, COR, and ACO responsible for this contract, and any other organization designated by the PCO, COR, and ACO, the following information under this contract:

(1) The total number of armed civilians and contractors.

(2) The names and contact information of its subcontractors at all tiers.

(3) A general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels. Note: This information is in addition to the information the contractor promises to immediately provide under the Communications Plan.

(4) Contractors shall provide an initial report of all weapons firing incidents to the Provost Marshal (PM) and shall submit a written report to a PM within 48 hours.

(5) The initial report shall include the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. A follow-up, comprehensive written report of events surrounding the firing of weapons will be provided to the PM within 24 hours. Reports shall be submitted to the PMO Operations Section (or as otherwise directed).

(6) Contractors shall also provide first aid and request MEDEVAC of injured persons, and remain available for USARCENT response forces based upon the situation. In the event contractor personnel are detained by USG or USARCENT Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the Contractors name, the contract number, a POC in the Contractor management, and the phone number of the PM.

(End of Clause)

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 72 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

(a) All contractors and subcontractors supporting ARCENT in the Kuwait area of operations shall comply with and shall ensure that their personnel are familiar with and comply with all applicable orders, directives, and instructions issued by the respective Commanders relating to force protection and safety.

(b) Contractors shall immediately report all incidents and use of weapons through their Contracting Officers Representative (CORs) who will notify the Contracting Officer. Contracting Officers are responsible to notify the PARC-SWA DSN: 318-430-5926. Information should include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. The PARC-SWA in coordination with the JOC will issue guidance for further reporting requirements.

(c) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC/JOC Watch.

(End of Clause)

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 73 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

KSCR1-5 – FITNESS FOR DUTY AND MEDICAL CARE LIMITATIONS (NOV 2010)

(a) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. Contractor personnel who deploy for multiple tours, for more than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI \geq 40%); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset ($<$ 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis ($<$ 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixeter placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 10 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(d) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <http://comptroller.defense.gov/rates/fy2010.html> (change fiscal year as applicable).

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 74 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

(End of Clause)

KSCR1-6 – COMPLIANCE WITH LAWS AND REGULATIONS (AUG 2010)

(g) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Kuwait including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps operations and fragmentary orders, instructions, policies and directives.

(h) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

(i) Contractor employees may be ordered removed from secure military installations or the theater of operations by order of the senior military commander of the battle space for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.

(j) Contractor employees performing in the USCENTCOM Area of Responsibility (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

(k) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(l) Contractors shall immediately notify military law enforcement and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Kuwait without approval from the senior U.S. commander in the country.

(End of Clause)

KSCR1-7 – MONTHLY CONTRACTOR CENSUS REPORTING (AUG 2010)

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 75 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (7) The total number (prime and subcontractors at all tiers) employees.**
- (8) The total number (prime and subcontractors at all tiers) of U.S. citizens.**
- (9) The total number (prime and subcontractors at all tiers) of local nationals (LN).**
- (10) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).**
- (11) Name of province in which the work was performed.**
- (12) The names of all company employees who enter and update employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2007-00010.**

(End of Clause)

KSCR1-8 – CONTRACT DELIVERY, TRANSPORTATION AND CUSTOMS REQUIREMENTS (AUG 2010)

(a) CONTRACTOR DELIVERY LOCATION: _____

(b) POINT OF CONTACT RESPONSIBLE FOR INSPECTION AND ACCEPTANCE:

NAME: _____

PHONE NO: _____

EMAIL: _____

(c) FINAL DELIVERY DESTINATION: _____

(d) POINT OF CONTACT AT FINAL DESTINATION: _____

NAME: _____

PHONE NO. _____

EMAIL: _____

(e) SHIPPING METHOD: Shipments arriving by express couriers DHL, FedEx, or UPS are processed using AK 302-1 Form, prepared by the express courier and given to the customer for signature. The signed form is then brought to the HNAC office for clearance through the KGAC. No AWB is required, only the signed AK form.

(f) KUWAIT CUSTOMS CLEARANCE: Required to ensure smooth transfer of goods between the U.S. Army in Kuwait and the General Administration of Customs (KGAC) of the State of Kuwait under the Defense Cooperation Agreement (DCA). Customs procedures will address import and export of all cargo to and from the U.S. Army, Navy, Air Force and Marines by Air, Land or Sea.

CUSTOMS POINT OF CONTACTS:

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 76 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

DHA Customs Office

Bldg 216 room 104

Camp Arifjan-Kuwait

Office: DSN 011-965-2-389-2417 or 5978

(g) Custom Exempt Contract: The Contractor shall furnish to the Contracting Officer, just prior to completion of this contract, a consolidated inventory of all excess supplies, materials, and equipment imported duty free for use under this contract. The Contractor shall either pay required duties on the excesses, re-export the excesses, or the excesses shall become the property of the Government.

(h) Contractor Transportation: All materials and equipment which are not to be incorporated into the project, such as office trailers, cranes, metal forms, etc., may be shipped free of duty, if the following actions are taken:

(1) Shipments of Materials: All shipments of materials into the country for use in performance of work under this contract and supplies or services necessary for support of the Contractor's personnel shall be addressed to the shipping address furnished to the Contractor by the Contracting Officer. Address will be furnished upon request by the Contractor.

(2) Contractor's Responsibilities: The Contractor shall be responsible for all customs clearance actions. All necessary arrangements, clearance procedures, and coordination with the Host Government customs, will be the sole responsibility of the Contractor. The Contractor shall submit to the Contracting Officer, with a cover letter, information copies of the shipping documents for the shipment(s) involved. As a minimum, the following shall be included as enclosures, with the cover letter to the Contracting Officer in three (3) copies:

- (i) Invoice. (Include a copy in Arabic)
- (ii) Bill of Lading.
- (iii) Certificate of Origin.
- (iv) Statement on the cover letter as to Port of Customs Clearance, estimated arrival date, general description of the shipment, quantity and the name of the carrier.
- (v) Serial number or model number of shipment items.

(3) Physical Handling of Materials: The Contractor shall be responsible for performance of all loading, unloading, transportation or other physical handling of materials as may be required, including all movement from carrier unloading site to delivery at the job site and all movement required at the customs area.

(End of Clause)

KSCR1-9 – SHIPPING INSTRUCTIONS FOR WEAPONS (AUG 2010)

(a) All weapons shall be shipped with a complete serial number manifest that is included with the shipping documents (inventory, bill of lading, etc.).

(b) All individual boxes or crates shall be numbered and correspond to a list annotated on the serial number manifest.

(c) Each individual box or crate shall have a packing list both inside and outside the box. That packing list

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 77 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

shall contain a list of the contents and the serial numbers for the weapons in that box or crate.

(d) The contract number shall be listed on all serial number manifests and packing lists. All serial numbers shall be unique and non-recurring in any previous or future shipments. Shipments received with recurring serial numbers will not be accepted by the U.S. Government, and the contractor will be required to return the shipment at his own expense and replace with new weapons having non-recurring serial numbers.

(End of Clause)

KSCR1-10 – MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR THIRD COUNTRY NATIONALS OR LOCALLY HIRED EMPLOYEES (NOV 2010)

(a) Contractors, and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National (TCN), and U.S. employees, working on bases have been screened for and do not currently have active tuberculosis (TB).

(2) Contractors may initially utilize a testing method of either a chest x-ray or TB skin test (TST), depending on the originating country a contracted employee.

(i) Chest x-rays (CXR's), symptom survey, and BMI shall be taken, and TSTs administered within 12 months prior to the start of deployment/employment. Contractors are required to bring in a physical copy of the pre-employment CXR film as it is the only way to verify interval changes should an active case of TB occur.

(A) Third Country Nationals (TCNs) and Local Nationals (LNs) cannot be screened with the TST. They need the pre-employment screening with a quality CXR, Body Mass Index (BMI) and symptom survey.

(B) Small-Risk Nationals (SRNs), those with less than 25 TB cases per 100,000 persons annually (mostly expats from Europe and US), can be screened via the TST.

(ii) Annual re-screening for TCNs, and LNs will be performed with a CXR conducted by the Contractors medical provider or local economy provider, who will look for interval changes from prior CXR's and review any changes in the symptom survey.

(iii) SRN's do not require annual TB re-screening. However, for a TB contact investigation, a TST or Interferon Gamma Release Assay (IGRA) is required.

(iv) For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history, BMI, and CXR. All cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) physician and/or TB Consultant as soon as possible. TB reporting is required within 24 hours to the PM POC. Contact tracing, and medical coding have specific requirements. All Small-Risk National (SRN) contract personnel are required to be MEDEVAC'd out of theater, at the contractor's expense, for treatment of active TB, after consultation with the Theater PM or TB Consultant. For SRN personnel, the contractor is responsible for management and compliance with all prescribed public health actions.

(v) Screening may be performed either by a licensed medical provider from the local economy or by the contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 78 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

(7) TB screening and documentation is a requirement prior to receiving badges to work in Kuwait. A copy of the TB screening documentation shall be provided to the Contracting Officer and the COR prior to issuance of base access badges.

(n) Contractor employees, including subcontractors at any tier, who work in positions where they are working in food service, water and ice production facilities, shall have current Typhoid and Hepatitis “A” (full series) immunizations in accordance with the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), in addition to the required TB tests. The contractor medical provider must complete a pre-placement examination to include a stool sample test for ova and parasites, and annual medical screening form or equivalent for food service, ice and water production workers.

(o) Proof of individual employee vaccinations shall be provided to the Contracting Officer and COR showing that their employees and their subcontractor employees at any tier have received the above vaccinations. The contractor shall maintain their employees’ vaccination records for examination by the Contracting Officer. The contractor shall ensure that their subcontractors at any tier maintain their respective employees’ vaccination records for examination by the Contracting Officer.

(p) The contractor is responsible for management and compliance with all prescribed public health actions regarding TB in the contracted personnel. The contractor also bears the responsibility of ensuring that adequate health management for TB (screening/diagnosis/treatment/isolation) is available at the contractor’s chosen health care provider for their contracted and subcontracted personnel.

NOTE: Contractors are reminded of the requirement to comply with their contract and all regulatory guidance (DoD Instructions/Regulations, Federal Acquisition Regulation/Defense Federal Acquisition Regulation Supplement, and FRAGO's) as applicable regarding Medical Screening and Vaccination Requirements

List of Immunizations and Vaccinations: Required for entry into Kuwait and those recommended by medical authorities upon contract award can be found at the CRC website identified below. The document entitled Civilian Medical Processing is provided for guidance and situational awareness. Contractor employees shall be immunized or vaccinated to meet the requirements established by the Theater's Command Surgeon. Contractors shall immediately replace any employee who refuses any required immunization or vaccination at the Contractor's expense. Additional information can be provided by visiting the CONUS Replacement Center (CRC) website at www.benning.army.mil/CRC.

(End of Clause)

KSCRI-11 – GOVERNMENT FURNISHED CONTRACTOR SUPPORT (NOV 2010)

The following is a summary of the type of support the Government will provide the contractor, on an “as-available” basis. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence.

U.S. Citizens Accompanying the Force

| | |
|-----------------------------|---|
| APO/FPO/MPO/Postal Services | DFACs(Access Only – Contractors Must Pay For Meals) |
| Authorized Weapon | MILAIR |
| MWR | Transportation |
| Resuscitative Care | Mil Issue Equip |

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 79 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

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| Controlled Access Card (CAC)/ID Card | Military Banking (Finance/Eagle Cash) |
| Commissary | Military Clothing |
| Dependents Authorized | Military Exchange |
| Telephone Service | Keys to GFE |
| Utilities | Technical Training |
| None | All |

Third-Country National (TCN) Employees

| | |
|--------------------------------------|---|
| APO/FPO/MPO/Postal Services | DFACs(Access Only – Contractors Must Pay For Meals) |
| Authorized Weapon | MILAIR |
| MWR | Transportation |
| Resuscitative Care | Mil Issue Equip |
| Controlled Access Card (CAC)/ID Card | Military Banking (Finance/Eagle Cash) |
| Commissary | Military Clothing |
| Dependents Authorized | Military Exchange |
| None | All |

Local National (LN) Employees

| | |
|--------------------------------------|---|
| APO/FPO/MPO/Postal Services | DFACs(Access Only – Contractors Must Pay For Meals) |
| Authorized Weapon | MILAIR |
| MWR | Transportation |
| Resuscitative Care | Mil Issue Equip |
| Controlled Access Card (CAC)/ID Card | Military Banking (Finance/Eagle Cash) |
| Commissary | Military Clothing |
| Dependents Authorized | Military Exchange |
| None | All |

NOTES: Government Furnished Contractor Support, Continued.

(1) Billeting. As a general rule, billeting is not available for contractors in Kuwait. On an exception basis, contractors may be permitted Government Billeting if a critical need by the Government exists and approval is granted by the Base Commander as recommended by the Base Mayor's Cell.

(2) Fuel. There are no government provided fuel services in Kuwait. Contractors must obtain these services from the local community.

(3) Dining facilities (DFAC's) are available and authorized for contractor use. Contractor employees choosing to consume their meals at the DFACs shall be required to pay the established meal rates for all meals consumed.

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 80 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

(4) Medical Services: The USG will furnish emergency medical and rescue services in the case of life threatening injury to Contractor personnel IAW the terms and conditions of the contract.

(5) Contractor use of Army Post Office (APO): In accordance with DoD Postal Manual 4526.6-M, contractors providing goods and services in support of DoD activities may be authorized use of the Military Postal Service. The Contractor is authorized the use of postal services provided by the APO within the ASG-KU AOR for contract-related activities only. This authority extends to the Contractor's U.S. citizen employees and sponsored family members for personal mail usage. Postal support is limited to the country of Kuwait. This authority flows down to subcontractors that are U.S.-owned and controlled companies and support the same mission as the prime contractor.

(6) Trash Removal: The contractor shall obey all Kuwait and U.S. laws regarding secondary containment, environmental training, and proper disposal of HAZMAT, debris, or refuse from the installation. The contractor shall dump waste in a Kuwait Government approved site and comply with Kuwait environmental laws.

(End of Clause)

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 81 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

KSCR1-12 – MILITARY EXTRATERRITORIAL JURISDICTION ACT (AUG 2010)

Military Extra Territorial Jurisdiction Action (MEJA) (18 USC 3261-3267). Per the MEJA Act, following notification of contract award, the Contractor and all subcontractors at any tier shall provide the required notification to all employees. The Contractor shall report compliance with this clause to the Contracting Officer following contract award and upon request. The Contractor shall respond to requests for reports on compliance with this clause in the manner and with such content as is specified by the Contracting Officer at no further cost to the Government. The contractor, and all subcontractors at any tier, is responsible for providing each employee with the below notification by actions sufficient to ensure all employees have received and understood the notification by actions including, but not limited to, providing the notification and obtaining a written acknowledgement of the notification by each employee, posting the notification in a conspicuous place frequented by employees, as well as including the below notice in employee manuals or employment information. Employees who are not literate (who cannot read) shall have this notification read to them in a language understood by such employee. The below notification will be provided during employee training and any briefings provided to contractors employees and subcontractor employees at any tier no later than ten days after employment for this contract or arrival in the foreign country in which they will be assigned, employed by or accompanying the US Armed Forces, or residing as a dependent. The contractor shall maintain a copy of each employees written acknowledgement of receipt of the notification and shall provide the same upon request by the Contracting Officer. The contractor shall comply with all notification requirements of DoD Instruction 5525.11, Criminal Jurisdiction over Civilians Employed By or Accompanying the Armed Forces outside the United States, Certain Service Members, and Former Service Members. In the event of conflict between DoDI 5525.11 or any applicable U.S. military regulations, DoDI 5525.11 and/or applicable U.S. military regulations or orders will control over this clause. The notification referenced above is as follows: Notification: Under the Military Extraterritorial Jurisdiction Act (MEJA) (18 USC 3261-3267), persons employed by or accompanying the U.S. Armed Forces outside the United States are potentially subject to prosecution for certain criminal acts, including such acts occurring outside the United States. MEJA applies only to those crimes punishable by imprisonment for more than one year if committed within United States jurisdiction. The law applies to individuals accompanying a contractor for the US Armed Forces, which may include a dependent of a DOD contractor or subcontractor employee. This law authorizes DOD law enforcement personnel to arrest suspected offenders in accordance with applicable international agreements and specifies procedures for the removal of accused individuals to the US. It also authorizes pretrial detention and the appointment of counsel for accused individuals. See Army Field Manual 3-100.21, Contractors on the Battlefield, and DoD Instruction 5525.11, Criminal Jurisdiction Over Civilians Employed By or Accompanying the Armed Forces Outside the United States, Certain Service Members, and Former Service Members.

NOTE: Also see KSCR1-6, paragraphs (d), (e) & (f).

(End of Clause)

KSCR1-13 – INSTALLATION SECURITY/ACCESS/BADGING REQUIREMENTS (AUG 2010)

(a) Badging and access requirements for Army Posts in Kuwait will require coordination with the Contracting Officer or the Contracting Officer Representative (COR) responsible for contract oversight at applicable location.

- (1) To obtain entry to Camp Arifjan, Contractors must contact the Badging Office at 965-2389-1525 for forms, procedures and instructions.**
- (2) New passes are obtained at ECP 1 (TCN Gate) on Camp Arifjan. Renewals and upgrades are handled at the Provost Marshal Office Bldg 159 located on Camp Arifjan. The ECP 1 Badging Office provides support from 0700 to 1600 and 1900 to 0400 Daily.**

(b) Contractors are advised that badging for citizens/residents of certain countries is restricted or unavailable.

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 82 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

Contractors must contact the Badging Office to obtain a list of restricted countries and any applicable waiver processes.

(c) Contractor shall adhere to all Physical Security requirements for all areas of performance under this contract IAW Army Regulation 190 series. The Contractor shall comply with the ASG-KU Commands directed vetting/badging policies for all personnel.

(d) Special Instructions for Compound Pass access procedures per ASG-KU-PMO:

The contractor shall obtain temporary installation access passes through the Contracting Officer or the Contracting Officer's Representative (COR). The contractor shall allow a minimum of 5 working days to process passes through the Pass and ID section. To obtain temporary passes; the contractor must submit a copy of the Civil ID with a level 18 working code for each worker, a copy of the workers' passport showing the Kuwait visa, and a completed Pass Request Form. The above-mentioned form can be obtained at the Pass and ID Section. Additionally, the contractor must identify all the workers' sponsors and have an individual letter for each applicant from their sponsor authorizing their employees to work for the contractor and accepting responsibility. It is the responsibility of the Contractor to screen employees for countries of concern. Citizens of the countries below are prohibited access to the installation unless granted an exception by the ASG-KU Commander. For each exception to policy, a name-check with the U.S. Embassy and a Kuwait KMOD/KMOI Background Investigation will be conducted and kept on file at the ASG-KU PMO Installation Access Office.

- (1) Cuba
- (2) Iran
- (3) Iraq
- (4) Libya
- (5) Democratic People's Republic of Korea
- (6) Sudan
- (7) Syria

Citizens of the countries listed below are permitted to apply for installation access; however a name-check with the U.S. Embassy must be conducted in addition to the routine KMOD/KMOI Background Investigation.

- (1) Russia
- (2) People's Republic of China
- (3) Socialist Republic of Vietnam

(End of Clause)

KSCR1-14 – SPECIAL REQUIREMENTS FOR SECURITY/ACCESS ON AIR FORCE BASES IN KUWAIT (AUG 2010)

SECURITY & ACCESS:

(a) The contractor shall follow security procedures and instructions applicable to Ali Al Salem AB, Kuwait. Contractor personnel working on Ali Al Salem Air Base shall hold a current Kuwait Pass necessary to gain access to the front Gate. The U.S. shall not be liable for delays caused by inaccessibility through the Kuwaiti Gate.

(b) The contractor shall submit pass request applications to the Contracting Officer within 3 calendar days after receipt of "Notice of Contract Award." The pass request applications require coordination with the Host

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 83 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

Nation Liaison. The U.S. Air Force shall not be liable for delays resulting from Kuwaiti pass coordination/approval. Contractor shall be liable for completing all requirements within the specified time frames. No extensions on work will be granted due to delays from Kuwaiti pass coordination/approval. Upon completion the pass request letters shall be returned to the contractor for coordination with the Kuwait Air Force Security Office.

(c) The contractor is also required to complete Installation Access Applications for all employees entering Ali Al Salem Air Base. Once the application is complete all contractor employees must then register within the Defense Biometric Identification System (DBIDS) and receive a DBIDS badge.

(d) The work site is located in a restricted or controlled area. The contractor may therefore experience delays due to compliance with entrance/exit requirements of restricted/controlled areas. The maximum amount of delay should not exceed four (4) hours per occurrence.

(e) The Host Nation base will not grant access for individuals of the following nationalities: Iranian, Iraqi, Cuban, Libyan, Syrian, Sudanese, Jordanian, Palestinian, and North Korean.

There are two passes that are required for access to Air Force installations in Kuwait:

(1) The first pass that is required is the DBIDS badge. An application shall be completed for this badge. Once the completed application is received, contractor will be able to go to the DBIDS trailer at the gate and get your biometrics taken. The results of the biometrics scan takes three days. After these three days, contractor may come pick up DBIDS badge.

(2) The second pass that is required is a temporary pass from the Kuwaitis. Each person on the admissions pass must have copies of their Civil ID cards attached to the document. Each person on the short term vehicle pass must have a copy of their Civil ID cards, vehicle registration, and driver's license. The short term passes are only good for five days, but I would recommend that you submit your information for this pass as soon as possible since these can be difficult to obtain at times. Both the admissions and vehicle temporary passes must have both English and Arabic versions submitted. I have also attached the most current instructions on how to complete these temporary pass applications. NOTE: All date formats have to be YYYY/MONTH/DAY. Also, these passes must be typed.

DBIDS Processing Instructions for 386 ECONS Contractors:

STEP ONE: Obtain a copy of the Installation Access Application (IAA) from the Ali Al Salem Air Base Contracting Office (386 ECONS).

STEP TWO: Ensure sections 1, 2, 3, 4, 9, 11, and 12 are completed with the appropriate information. Once you have accurately completed the IAA, submit the completed form to the 386 ECONS. Ensure that each application has the required backup documentation (see section 10 of the IAA, Verifying Documents Attached section). At a minimum each IAA should have:

- (1) Copy of the passport (photo, data, and residency pages)
- (2) Copy of the civil ID (front and back)
- (3) Entry Visa with entry stamp (if applicable)
- (4) Original sponsor letter (in English ONLY)
- (5) Copy of the driver's license

STEP THREE: Once you have submitted the completed form to the 386 ECONS, your representative within the 386 ECONS will complete sections 5, 6, and 7.

STEP FOUR: The 386 ECONS will submit the completed IAA to the DBIDS office. You will then be notified by

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 84 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

the 386 ECONS that the IAA is in the DBIDS office. At this time you can report to the DBIDS office (located at the Fox 1/"Ringmaster" entrance of Ali Al Salem Air Base) for the submission of your biometric information.

All 386 ECONS contractors who have submitted IAAs can report to the DBIDS office Monday through Saturday from 1500 to 1630.

STEP FIVE: Visitor awaits receipt of DBIDS badge.

(End of Clause)

KSCR1-15 – PREVENTION OF SEXUAL HARASSMENT TRAINING (AUG 2010)

(a) Definitions. As used in this policy –

"Sexual Assault" means –

A crime defined as intentional sexual contact, characterized by use of force, physical threat or abuse of authority or when the victim does not or cannot consent. Sexual assault includes rape,

nonconsensual sodomy (oral or anal sex), indecent assault (unwanted, inappropriate sexual contact or fondling), or attempts to commit these acts. Sexual assault can occur without regard to gender or spousal relationship or age of victim. "Consent" will not be deemed or construed to mean the failure by the victim to offer physical resistance. Consent is not given when a person uses force, threat of force, or coercion or when the victim is asleep, incapacitated, or unconscious.

"Sexual Harassment" means –

Gender discrimination that involves unwelcomed sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature between the same or opposite sex genders when such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment. Categories of sexual harassment are:

(1) Verbal – Examples include telling sexual jokes; using sexually explicit profanity, threats, sexually oriented cadences, or sexual comments; whistling in a sexually suggestive manner; and describing certain attributes of one's physical appearance in a sexual manner.

(2) Nonverbal – Examples include staring at someone, blowing kisses, winking, or licking one's lips in a suggestive manner. The term may also include printed material (for example, displaying sexually oriented pictures or cartoons); using sexually oriented screen savers on one's computer; or sending sexually oriented notes, letters, faxes or email.

(3) Physical Contact – Examples include touching, patting, pinching, bumping, grabbing, cornering, or blocking a passageway; kissing; and providing unsolicited back or neck rubs.

(b) Policy. The Department of Defense has adopted a policy to prevent sexual assault and sexual harassment.

(c) Contractors and contractor employees in the Army Central Command (ARCENT) Area of Responsibility (AOR) shall not –

(1) Commit acts of sexual assault against any person on any camp, post, installation, or other United States

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 85 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

enclave within the ARCENT AOR; or

(2) Sexually harass any person on any camp, post, installation, or other United States enclave within the ARCENT AOR.

(d) Contractor requirements. The Contractor shall –

(1) Notify its employees of:

(i) The Department of Defense's policy described in paragraph (b); and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment;

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b); and

(3) Annually train all employees to prevent sexual assault and sexual harassment. This training must, at a minimum, ensure that all contractor employees understanding the definitions outlined in paragraph (a) and the policy in paragraph (b). Each employee's compliance with this training requirement shall be reported to the Contracting Officer's Representative prior to the employee being allowed access to the worksite.

(e) Notification. The Contractor shall inform the Contracting Officer immediately of –

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this policy.

(f) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this policy may result in –

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 86 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

(g) Subcontracts. The Contractor shall include the substance of this policy, including this paragraph (g), in all subcontracts.

(h) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Sexual Assault Prevention and Response training program at the time of the violation as a mitigating factor when determining remedies. Additional information about Sexual Assault Prevention and Response training programs can be found at the Department of Defense Sexual Assault Prevention and Response Home Page, <http://www.sapr.mil>.

(End of Clause)

KSCR1-16 – CONTRACTOR PAYMENTS (NOV 2010)

Currency: Payments made against this contract will be paid in local currency (Kuwait Dinar) if awarded to a non U.S. vendor. If contract award has been made to a U.S. contractor, payment will be made in U.S. currency (dollars). Payments shall be made via Electronic Funds Transfer (EFT), unless circumstances beyond a contractor's control prevent this.

(End of Clause)

KSCR1-17 – SPONSORSHIP REQUIREMENTS (AUG 2010)

Sponsorship: The Contractor shall obtain local sponsorship as required for all personnel for the purpose of providing in-country legal representation, work visas and resolution of other personal business or domestic matters, in compliance with host nation labor laws.

Passports, Visa and Customs: The Contractor is responsible for identifying and obtaining all passports, visas, or other documents necessary to enter and/or exit any areas necessary for performance. All Contractor employees shall be subject to the customs, processing procedures, laws, and duties of Kuwait, and the procedures, laws, and duties of the United States upon re-entry. Contractors are required to register all personnel with the appropriate U.S. Embassy or Consulate.

(End of Clause)

KSCR1-18 – CONTRACTOR MANPOWER REPORTING (AUG 2010)

Contractor Manpower Reporting: The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor shall report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address <http://contractormanpower.army.pentagon.mil>

The required information includes:

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 87 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

- (1) Contracting Office, Contracting Officer, Administrative Contracting Officer;
- (2) Contract Number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, email address, identify of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor, if different);
- (9) Estimated data collections cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and subcontractor perform the work (specified by zip code in the United States or nearest city, country when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater during this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each calendar year. Contractors may use a direct XML data transfer to the data base server or fill in the fields on the website. The XML direct transfer us a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site. The Contractor shall NOT mark any data provided to the USG under this contract as proprietary; this includes records, files, memoranda, reports, listings, SOPs, plans, programs, studies, tests, property listings, etc., or any other data acquired or produced by the Contractor in support of this contract. Further, IAW with DFARS 252.227-7013, the Government shall have unlimited rights to all technical data produced or obtained by the Contractor under the terms of this contract. As such, the Contractor shall not place proprietary markings on any documents to which the Government has unlimited rights.

(End of Clause)

KSCR1-19 – SPECIAL REQUIREMENTS FOR CONSTRUCTION AND FACILITY ASSOCIATED WORK ON MILITARY INSTALLATIONS IN KUWAIT (NOV 2010)

Contractor Liaison with Host Government: All communication by the Contractor with all officials, Representatives and/or offices of the Host Government in all matters pertaining to the design or construction of this contract, shall be through and in full liaison with the Contracting Officer. This does not relinquish Contractor responsibility for obtaining routine items to conduct day to-day business, such as visas, permits, and custom clearances.

Kuwait Ministry of Defense (KMOD) Letter of Authorization: An offeror must provide a copy of the offeror's KMOD construction authorization letter stamped by the Military Engineering Projects Office along with an original certified English translation. If the KMOD construction authorization letter being submitted is due for renewal within 30 days of proposal submission, the offeror involved should describe the procedure by which it intends to obtain renewal of that authorization letter.

Use of Existing Roads as Haul Routes: The Contractor shall be responsible for coordinating with the Host Nation

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 88 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

Government and the base authorities for use of any existing roads as haul routes. Construction, and routing of new haul roads, and/or upgrading of existing roads to carry anticipated construction traffic shall be coordinated with the Host Nation and Base authorities and is the sole responsibility of the Contractor.

Compliance with Kuwait Rules and Customs for Access to Restricted Areas within Kuwait: The laws of Host Country may prohibit access to certain areas of the country which are under military control. The Contractor shall furnish the Contracting Officer the names of personnel, type, and amounts of equipment, dates and length of time required at the site, and the purpose of entering the host country. It is understood that areas to which rights of entry are provided by the Host Government are to be used only for work carried out under the contract and no destruction or damages shall be caused, except through normal usage, without concurrence of the Host Government. Contractor's Responsibilities: The following items are the sole responsibility of the Contractor to investigate, estimate as to cost, and assume the risk, as normally encountered by Contractors. The Contractor shall be responsible for determining the effect of the following on his own cost of performance of the contract and for including sufficient amount in the contract price:

- (1) **Official language and type of accounts required to satisfy the officials of the Local Government.**
- (2) **Entry and exit visas, residence permits, and residence laws applicable to aliens. This includes any special requirements of the Host Government, including those required by local Labor Offices, which the Contractor may have to fulfill before an application for a regular block of visas will be accepted.**
- (3) **Passports, health and immunization certificates, and quarantine clearance.**
- (4) **Compliance with local labor and insurance laws, including payment of employer's share of contribution, collecting balance from employee and paying into insurance funds.**
- (5) **Strikes, demonstrations and work stoppage.**
- (6) **Collection through withholding and payment to local Government, of any Host Country income tax on employees subject to tax.**
- (7) **Arranging to perform work in the Host Country, to import personnel, to employ non-indigenous labor, to receive payments and to remove such funds from the country.**
- (8) **Operating under local laws, practices, customs and controls, and with local unions, in connection with hiring and firing, mandatory wage scales, vacation pay, severance pay, overtime, holiday pay, 7th day of rest, legal notice or pay in lieu thereof for dismissal of employees, slowdown and curtailed schedules during religious holidays and ratio of local labor employed in comparison to others.**
- (9) **Possibility of claims in local bureaus, litigation in local courts, or attachment of local bank accounts.**
- (10) **Compliance with workmen's compensation laws and contributions into funds. Provisions of necessary medical service for Contractor employees.**
- (11) **Special license required by the local Government for setting up and operating any manufacturing plant in the Host Country, e.g. concrete batching, precast concrete, concrete blocks, etc.**
- (12) **Sales within the host country of Contractor-owned materials, and equipment.**
- (13) **Special licenses for physicians, mechanics, tradesmen, drivers, etc.**
- (14) **Identification and/or registration with local police of imported personnel.**
- (15) **Stamp tax on documents, payments and payrolls.**
- (16) **Base passes for permanent staff, day laborers, motor vehicles, etc.**
- (17) **Compliance with all customs and import rules, regulations and restrictions, including, but not limited to, local purchase requirements.**

Local Standards: Design and installation of systems shall comply with applicable local Kuwait Ministry and Military Engineering Projects (MEP) standards and regulations. Conflicts between criteria and local standards shall be brought to the attention of the Contracting Officer for resolution. In such instances, the Contractor shall furnish all available information with justification to the Contracting Officer.

Applicable Publications and Standards: All of the electrical installation shall be in accordance with the requirements of (Kuwait) Ministry of Electricity and Water (MEW) R-1 and S-1. Equipment and installation items not covered by these standards shall meet the other applicable US standards below. Conflicts with local codes or standards shall be brought to the attention of the Contracting Officer for resolution. Where specific U.S. standards are listed, equivalent internationally recognized standards, such as BS, DIN or IEC, may be substituted after written approval of the Contracting Officer. It is the responsibility of the Contractor to provide data demonstrating that the proposed standard is equivalent. The use of the latest published standard is acceptable in lieu of the standard listed.

- **Ministry of Electricity and Water (MEW) R-1:Regulations for Electrical Installations (latest issue)**

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 89 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

- **Ministry of Electricity and Water (MEW) S-1:General Specification for Electrical Installation (latest issue)**
- **NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70 (2008) National Electrical Code**
- **Kuwait MEW (Ministry of Electricity & Water) R1 & S1 regulations**
- **BRITISH STANDARDS INSTITUTE BS 1363-2 (Jan 1995, Amd 1) 13 A Plugs, socket-outlets & adapters-Specifications for 13 A switched and unswitched socket-outlets**
- **BS 7671 (1997, Amd 2) Requirements for Electrical Installations**
- **INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) Std C2 (2002) National Electrical Safety Code**
- **IEEE Std 141 (1993) Electric Power Distribution for Industrial Plants**
- **IEEE Std 493 (1997) Design of Reliable Industrial and Commercial Power Systems**
- **INTERNATIONAL ELECTRO-TECHNICAL COMMISSION (IEC) IEC 60529 (2001-02, Ed. 2.1) Degrees of Protection Provided by Enclosures (IP Code)**
- **NFPA 101 (2003) Life Safety Code**
- **U.S. ARMY TECHNICAL MANUALS,TM 5-811-1 (1995) Electrical Power Supply and Distribution**
- **IEC 61558-2-5(1997-12) Safety of power transformers, power supply units and similar – Part 2.5: Particular requirements for shaver transformers and shaver supply units.**

Electrical and Structural Building Standards for Construction Projects at Military Bases in Kuwait:

(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, the ASG Department of Public Works (DPW) and the requiring activity shall evaluate, upgrade, build, and/or refurbish buildings (to include tents) 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. All electrical components and wiring shall conform to Kuwait Ministry of Electricity and Water (MEW) standards as well as U.S. National Electric Code (NEC).

(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) 2008 National Electrical Code (NEC),
- (3) American National Standards Institute (ANSI) C2, and
- (4) 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, then provisions within the International Electrical Code (IEC) or British Standard (BS 7671) shall be followed. Any deviations from the above necessary to reflect market conditions, shall receive prior written approval from a qualified engineer and the Contracting Officer.

(e) The use of magnetic ballasts in lighting for new construction or replacement of existing magnetic ballasts during refurbishment, alterations, or upgrades with new magnetic ballasts is prohibited.

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

UFC: http://65.204.17.188/report/doc_ufc.html

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

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 90 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

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

Contractor Health and Safety:

(a) Contractors shall comply with all National Electrical Code (NEC 2008), Specifications as outlined, and MIL Standards and 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. Specifically, the use of magnetic ballasts in lighting for new construction or replacement of existing magnetic ballasts during refurbishment, alterations or upgrades with new magnetic ballasts is prohibited. 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 outlined in the 2008 National Electric Code (NEC).

(b) The contractor shall correct all deficiencies within a reasonable amount of time of contractor becoming aware of the deficiency either by notice from the government or a third party, or discovery by the contractor. Further guidance on mandatory compliance with NFPA 70: NEC 2008 can be found on the following link <http://www.nfpa.org>.

Safety of Facilities, Infrastructure and Equipment for Military Operations:

(a) Definition. "Discipline Working Group," as used in this clause, means representatives from the DoD Components, as defined in MIL-STD-3007F, who are responsible for the unification and maintenance of the Unified Facilities Criteria (UFC) documents for a particular discipline area.

(b) The Contractor shall ensure, consistent with the requirements of the applicable inspection clause in this contract, that the facilities, infrastructure, and equipment acquired, constructed, installed, repaired, maintained, or operated under this contract comply with Unified Facilities Criteria (UFC) 1-200-01 for—

Fire protection;

Structural integrity;

Electrical systems;

Plumbing;

Water treatment;

Waste disposal; and

Telecommunications networks.

(c) The Contractor may apply a standard equivalent to or more stringent than UFC 1-200-01 upon a written determination of the acceptability of the standard by the Contracting Officer with the concurrence of the relevant Discipline Working Group.

(End of Clause)

PSCR1-1 – ADDITIONAL INSTRUCTIONS FOR CONTRACTOR PERSONNEL WORKING IN THE USCENCOM AREA OF RESPONSIBILITY (AOR), SUPPORT (AUG 2010)

Contractor Privileges and Support: As identified in the Statement of Work (SOW) and must be authorized by the Contracting Officer in a Letter of Authorization (LOA). Every contract employee who will need an identification badge will need a SPOT-generated LOA. No personnel are authorized entry into the theater for *more than 30 days* without a SPOT-generated LOA.

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 91 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

Medical Treatment Available to Contractor Personnel on Base Camps: limited to resuscitative and stabilization care only. Emergency medical care is provided to any employee with a LOA, even when medical/dental care is not specified. Medical/dental care appears as a check box; when creating the SPOT-generated LOA, do not check the box to authorize routine medical/dental care.

Personnel Support: The contractor is responsible for all personnel support unless provided for in the Statement of Work. The Statement of Work must clearly identify all contractor personnel support that will be provided by the Government. PGI 225.7402-3 lists the support that may be authorized or required when contractor personnel are supporting U.S. operations. Some examples of support are office space, communication services, equipment, and access to dining facilities.

Billeting and government provided meals: Not available for contractors in Pakistan.

Life Support: Contractors are responsible for providing all aspects of Life Support for Contractor employees to including, but not limited to, housing and transportation within Pakistan and transportation to and from Pakistan, medical or dental care (if provided for under employee benefits). Contractors are not allowed residence on any military installation within Pakistan. Contractor primary healthcare is not authorized in military treatment facilities in Pakistan. The Government will provide only resuscitative/emergency medical care to contractor employees. (Reference paragraph 6.2.7.5 (Medical Preparation) of DODI 3020.41, Contractor Personnel

Authorized to Accompany the U.S. Armed Forces). The Contracting Officer must determine whether any contractor personnel will be required to be armed or authorized to carry weapons for self-defense.

(End of Clause)

PSCR1-2 – COMPLIANCE WITH LAWS AND REGULATIONS (AUG 2010)

(m) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Pakistan including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps operations and fragmentary orders, instructions, policies and directives.

(n) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

(o) Contractor employees may be ordered removed from secure military installations or the theater of operations by order of the senior military commander of the battle space for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.

(p) Contractor employees performing in the USCENTCOM Area of Responsibility (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in the USCENTCOM AOR. Contractor employee status in these overlapping

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 92 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

(q) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(r) Contractors shall immediately notify military law enforcement and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Pakistan without approval from the senior U.S. commander in the country.

(End of Clause)

PSCR1-3 – MONTHLY CONTRACTOR CENSUS REPORTING (AUG 2010)

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

(13) The total number (prime and subcontractors at all tiers) employees.

(14) The total number (prime and subcontractors at all tiers) of U.S. citizens.

(15) The total number (prime and subcontractors at all tiers) of local nationals (LN).

(16) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).

(17) Name of province in which the work was performed.

(18) The names of all company employees who enter and update employee data in the

Synchronized Predeployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2007-00010.

(End of Clause)

PSCR1-4 – PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (AUG 2010)

Trafficking in Persons (TIP): Contractor employees and subcontractor employees performing under this contract shall comply with all DOD Trafficking in Persons policies. Contractor employees are subject to prescriptions and remedies at FAR Clause 52.222-50 and the terms and conditions stated herein. All Contractor employees and subcontractor employees shall be subject to FAR Clause 52.222-50, Combating Trafficking in Persons.

Contractor shall adhere to and abide by all Pakistan Labor Laws during the performance of this contract.

Registered Employee Listing: On a monthly basis, the Contractor shall provide the ACO with a listing of employee

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 93 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

names registered with the Ministry of Social Affairs and Labor (MOSAL). Failure to provide the ACO with a list of employees registered with the MOSAL will result in the denial of installation badging privileges for Contractor employees. Furthermore, a copy of each individual's employment contract shall be available to the USG by the conclusion of the Transition Period. At a minimum, the employment contract shall be in English and the language of the employee. The Contractor shall disclose and make known to its employees the terms and conditions of employment.

For the duration of the contract, the Contractor shall ensure all wages earned (hourly, weekly, monthly, yearly), to include benefits and allowances, or any type of debt bondage arrangement in effect between the Contractor and employee, are included in each employee's contract. Contractor shall specify the compensation rate to be earned for hours in excess a normal workweek within the employment contract.

Contractor shall specify the type or description of work to be performed and the job site location.

Contractor shall provide transportation costs from country of origin to place of employment, including repatriation.

Contractor shall include a detailed description of the type of job site berthing accommodations available to the employees within the employment contract.

Contractor shall provide non-cash compensation and benefits, to include meals and accommodations.

Contractor shall ensure employees have injury and sickness compensation insurance for emergency medical and dental care.

Contractor shall clearly define valid grounds for termination within the employment contract.

Contractor shall include dispute settlement provisions within the employment contract.

Housing Standards: The Contractor shall comply with the following minimum housing accommodations standards:

- (1) Housing provided to all employees shall be no less than 50 square feet per person.**
- (2) Cafeteria or common use kitchen will be provided to all employees. Common use kitchens will service no more than 25 workers per kitchen.**
- (3) Each room shall be furnished at a minimum with the following:**
 - (i) Room light.**
 - (ii) One bed per individual.**
 - (iii) One storage device that can be secured; a footlocker with hasp for lock, minimum size of at least 3 cubic feet.**
 - (iv) A laundry facility or laundry service.**
 - (v) Cleaning supplies.**

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 94 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

(4) Monthly inspections of living conditions of all Contractor and subcontractor employees. A copy of the inspection report shall be provided to the ACO. The inspection report shall, at a minimum, contain the following inspection criteria:

- (i) Compliance with minimum housing accommodation standards.**
- (ii) Functioning appliances and the projected time for repair for any non-functioning appliances.**
- (iii) The findings of Quarterly Health and Welfare inspections on personnel and accommodations.**

TIP Training: Contractor shall provide TIP training for all employees and subcontractor employees. A copy of each employees TIP training certificate shall be provided to the PCO 30 days after the contract start date.

Contractor Shall Post: Human Trafficking Hotline Posters in English and all employee languages in all living quarters.

Violations: Violation of the TIP policy shall result in actions taken against the Contractor or its employees. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment at no cost to the USG. Contractor shall take appropriate actions to enforce this clause up to, and including, termination of employees or subcontractors that violate this policy at no cost to the Government.

Notification: Contractor shall inform the PCO immediately of any information received from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates TIP policies, and any actions taken against Contractor or subcontractor employees pursuant to FAR Clause entitled "Combating Trafficking in Persons".

Remedies: In addition to other remedies available to the USG, the Contractors failure to comply with TIP policy may render the Contractor subject to the following:

- (5) Required removal of a Contractor employee or employees from the performance of the contract.**
- (6) Required subcontractor termination.**
- (7) Suspension of contract payments.**
- (8) Loss of fee, consistent with the fee plan, for the performance period in which the USG determined Contractor non-compliance.**
- (9) Termination of the contract for default or cause, in accordance with the termination clause of this contract.**
- (10) Suspension or debarment.**

Subcontracts: Contractor shall flow-down to its subcontracts the terms and conditions of this paragraph IAW Host Nation laws, regulatory guidance, DOD, and FAR clauses referenced herein.

(End of Clause)

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 95 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

Military Extra Territorial Jurisdiction Action (MEJA) (18 USC 3261-3267). Per the MEJA Act, following notification of contract award, the Contractor and all subcontractors at any tier shall provide the required notification to all employees. The Contractor shall report compliance with this clause to the Contracting Officer following contract award and upon request. The Contractor shall respond to requests for reports on compliance with this clause in the manner and with such content as is specified by the Contracting Officer at no further cost to the Government. The contractor, and all subcontractors at any tier, is responsible for providing each employee with the below notification by actions sufficient to ensure all employees have received and understood the notification by actions including, but not limited to, providing the notification and obtaining a written acknowledgement of the notification by each employee, posting the notification in a conspicuous place frequented by employees, as well as including the below notice in employee manuals or employment information. Employees who are not literate (who cannot read) shall have this notification read to them in a language understood by such employee. The below notification will be provided during employee training and any briefings provided to contractors employees and subcontractor employees at any tier no later than ten days after employment for this contract or arrival in the foreign country in which they will be assigned, employed by or accompanying the US Armed Forces, or residing as a dependent. The contractor shall maintain a copy of each employees written acknowledgement of receipt of the notification and shall provide the same upon request by the Contracting Officer. The contractor shall comply with all notification requirements of DoD Instruction 5525.11, Criminal Jurisdiction over Civilians Employed By or Accompanying the Armed Forces outside the United States, Certain Service Members, and Former Service Members. In the event of conflict between DoDI 5525.11 or any applicable U.S. military regulations, DoDI 5525.11 and/or applicable U.S. military regulations or orders will control over this clause. The notification referenced above is as follows: Notification: Under the Military Extraterritorial Jurisdiction Act (MEJA) (18 USC 3261-3267), persons employed by or accompanying the U.S. Armed Forces outside the United States are potentially subject to prosecution for certain criminal acts, including such acts occurring outside the United States. MEJA applies only to those crimes punishable by imprisonment for more than one year if committed within United States jurisdiction. The law applies to individuals accompanying a contractor for the US Armed Forces, which may include a dependent of a DOD contractor or subcontractor employee. This law authorizes DOD law enforcement personnel to arrest suspected offenders in accordance with applicable international agreements and specifies procedures for the removal of accused individuals to the US. It also authorizes pretrial detention and the appointment of counsel for accused individuals. See Army Field Manual 3-100.21, Contractors on the Battlefield, and DoD Instruction 5525.11, Criminal Jurisdiction Over Civilians Employed By or Accompanying the Armed Forces Outside the United States, Certain Service Members, and Former Service Members.

(End of Clause)

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-04-D-4024 | DELIVERY ORDER NO. FG06 | AMENDMENT/MODIFICATION NO. 23 | PAGE 96 of 96 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

SECTION J LIST OF ATTACHMENTS

List of Approved Subcontractors