

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE K	PAGE OF PAGES 1 20
2. AMENDMENT/MODIFICATION NO. P00033	3. EFFECTIVE DATE 05-Sep-2008	4. REQUISITION/PURCHASE REQ. NO. W81EWF-5227-7017		5. PROJECT NO.(If applicable)
6. ISSUED BY ERDC CONTRACTING OFFICE 3909 HALLS FERRY ROAD VICKSBURG MS 39180-6199	CODE W912HZ	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EYAK TECHNOLOGY, LLC HAROLD BABB 22980 INDIAN CREEK DR STE 400 DULLES VA 20166-6729		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X	10A. MOD. OF CONTRACT/ORDER NO. W912HZ-05-D-0015	
		X	10B. DATED (SEE ITEM 13) 29-Sep-2005	
CODE 3BS35	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Changes				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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.) Modification Control Number: u4ctsck082548 Reference Contract No. W912HZ-05-D-0015 for Technology for Infrastructure, Geospatial, and Environmental (TIGER). Section J is revised with a revised Section J. Contract Clauses for Iraq/Afghanistan Theater Business Clearance are hereby incorporated. No other changes are made.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DARRALYN S WILLIAMS F / ADDED BY SUMI TEL: 601-634-3765 EMAIL: darralyn.s.williams@us.army.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Darralyn S. Williams</i> (Signature of Contracting Officer)	16C. DATE SIGNED 12-Sep-2008	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION JEXHIBIT 1 LABOR RATES

EXHIBIT 1				
Base Period Labor Rates				
GOVERNMENT AND CONTRACTOR SITE RATES AND HOURS				
				Base Year
Part Number	Description	GSA Rate	Discount From GSA	Rate
T-ADM-100-050-O	Program Management Analyst	77.09	0.01	76.32
T-ADM-100-100-O	Project Management Consultant	190.21	0.01	188.31
T-ADM-100-150-O	Clerical	33.85	0.01	33.51
T-ADM-100-200-O	Configuration Management Consultant	92.60	0.01	91.67
T-ADM-100-250-O	Customer Support Coordinator	69.01	0.01	68.32
T-ADM-100-300-O	Senior Management Consultant	220.24	0.01	218.04
T-ADM-100-350-O	Engineering Aide	52.51	0.01	51.98
T-ADM-100-400-O	Risk Management Consultant	220.24	0.01	218.04
T-ADM-100-450-O	Call Center Specialist	39.81	0.01	39.41
T-ADM-100-550-O	Lead Call Center Specialist	47.30	0.01	46.83
T-ADM-200-100-O	Data Entry Technician	45.05	0.01	44.60
T-ADM-200-200-O	Documentation Support	64.99	0.01	64.34
T-ADM-200-300-O	Technical Editor/Writer	80.09	0.01	79.29
T-ADM-200-500-O	Graphics Support	59.99	0.01	59.39
T-ADM-300-300-O	Market Planner	189.96	0.01	188.06
T-ADM-400-100-O	Quality Assurance Specialist	92.60	0.01	91.67
T-ADM-400-200-O	Test Engineer	110.12	0.01	109.02
T-ADM-400-300-O	Quality Manager	120.13	0.01	118.93

T-BPR-100-100-O	Junior BPR/CMMS Technician	76.18	0.01	75.42
T-BPR-100-300-O	Senior BPR/CMMS Technician	81.19	0.01	80.38
T-BPR-200-100-O	Junior BPR/CMMS Consultant	136.32	0.01	134.96
T-BPR-200-200-O	BPR/CMMS Consultant	190.44	0.01	188.54
T-BPR-200-300-O	Senior BPR/CMMS Consultant	208.49	0.01	206.41
T-BPR-200-400-O	Master BPR/CMMS Consultant	206.48	0.01	204.42
T-BPR-200-400-O	Master BPR/CMMS Consultant	151.35	0.01	149.84
T-BPR-300-100-O	Junior BPR/CMMS Engagement Manager	172.40	0.01	170.68
T-BPR-300-200-O	Senior BPR/CMMS Engagement Manager	253.59	0.01	251.05
T-BPR-300-300-O	Senior BPR/CMMS Consultant	142.33	0.01	140.91
T-CAD-100-100-O	CADD/GIS/FM Technician	74.17	0.01	73.43
T-CAD-200-200-O	Senior CADD/GIS/FM Analyst/Developer	108.25	0.01	107.17
T-DB-100-100-O	Database Associate	125.14	0.01	123.89
T-DB-100-200-O	Database Administrator	155.18	0.01	153.63
T-DB-100-300-O	Senior Database Administrator	165.19	0.01	163.54
T-DB-100-400-O	Database Manager	125.14	0.01	123.89
T-DB-100-500-O	Senior Database Manager	140.16	0.01	138.76
T-DB-100-600-O	Data Warehousing Manager	175.20	0.01	173.45
T-DB-200-100-O	Database Analyst	75.09	0.01	74.34
T-DB-200-200-O	Database Programmer	100.11	0.01	99.11
T-DB-200-300-O	Senior Database Analyst/Programmer	125.14	0.01	123.89
T-DB-200-400-O	Database Consultant	180.20	0.01	178.40
T-DB-300-100-O	Data Architect	125.14	0.01	123.89
T-DB-300-200-O	Database Architect/Planner	210.23	0.01	208.13
T-DB-300-300-O	Senior Database Architect	230.25	0.01	227.95
T-DOC 200-200-O	Document Management Consultant	275.64	0.01	272.88
T-DOC 300-300-O	Document Management Engagement Manager	343.80	0.01	340.36
T-HD-100-100-O	Help Desk Analyst	55.07	0.01	54.52
T-HD-100-200-O	Help Desk Intermediate Analyst	65.08	0.01	64.43
T-HD-100-300-O	Help Desk Specialist	75.09	0.01	74.34
T-HD-100-400-O	Help Desk Senior Analyst	80.09	0.01	79.29
T-HD-100-500-O	Help Desk Consultant	135.15	0.01	133.80
T-HD-100-600-O	Help Desk Manager	80.09	0.01	79.29
T-IRM-100-100-O	Master IRM Analyst	221.37	0.01	219.16
T-IRM-100-200-O	Senior IRM Analyst	152.35	0.01	150.83
T-IRM-100-300-O	Journeyman IRM Analyst	111.10	0.01	109.99

T-IRM-100-400-O	Apprentice IRM Analyst	77.55	0.01	76.77
T-IRM-100-500-O	Junior IRM Analyst	64.77	0.01	64.12
T-IRM-100-600-O	Entry Level IRM Trainee	45.77	0.01	45.31
T-IRM100-700-O	Subject Matter Expert	101.50	0.01	100.49
T-IRM100-800-O	Senior Subject Matter Expert	160.18	0.01	158.58
T-NW-100-100-O	Network Technician	75.09	0.01	74.34
T-NW-100-200-O	Network Analyst	100.11	0.01	99.11
T-NW-100-300-O	Senior Network Analyst	140.16	0.01	138.76
T-NW-100-400-O	Consulting Network Analyst	205.23	0.01	203.18
T-NW-200-100-O	Communications Specialist	90.10	0.01	89.20
T-NW-200-300-O	Communications Consultant	155.18	0.01	153.63
T-NW-200-500-O	Communications Manager	100.11	0.01	99.11
T-NW-300-100-O	Storage Administrator	155.18	0.01	153.63
T-NW-300-400-O	Storage Consultant	210.23	0.01	208.13
T-NW-400-100-O	Network Engineer - I	67.57	0.01	66.89
T-NW-400-200-O	Network Engineer - II	115.13	0.01	113.98
T-NW-400-300-O	Network Engineer - III	135.15	0.01	133.80
T-NW-400-400-O	Consulting Network Engineer	250.28	0.01	247.78
T-NW-500-100-O	Network Draftsman	70.08	0.01	69.38
T-NW-500-200-O	Enterprise Engineer	135.15	0.01	133.80
T-NW-500-300-O	Senior Enterprise Engineer	210.23	0.01	208.13
T-NW-500-400-O	Consulting Enterprise Engineer	290.32	0.01	287.42
T-NW-500-500-O	Enterprise Architect	250.28	0.01	247.78
T-NW-600-100-O	Associate Network Administrator	90.10	0.01	89.20
T-NW-600-200-O	Intermediate Network Administrator	115.13	0.01	113.98
T-NW-600-300-O	Senior Network Administrator	135.15	0.01	133.80
T-NW-600-500-O	Managing Network Administrator	135.15	0.01	133.80
T-PM-100-100-O	Project Manager	127.64	0.01	126.36
T-PM-100-200-O	Program Manager	160.18	0.01	158.58
T-SCI-100-050-O	Senior Engineer / Scientist	228.47	0.01	226.19
T-SCI-100-100-O	Journeyman Engineer / Scientist	141.34	0.01	139.93
T-SCI-100-200-O	Apprentice Engineer / Scientist	74.41	0.01	73.67
T-SCI-100-300-O	Entry Level Engineer / Scientist	51.42	0.01	50.91
T-SEAT-500-100-O	Asset Management Consultant	180.20	0.01	178.40
T-SW-100-100-O	Enterprise Application Programmer	120.13	0.01	118.93
T-SW-100-200-O	Enterprise Application Specialist	164.61	0.01	162.96
T-SW-100-300-O	Senior Enterprise Application Programmer	170.19	0.01	168.49
T-SW-100-400-O	Consulting Enterprise Application	195.22	0.01	193.27

	Programmer			
T-SW-100-500-O	Application Programming Manager	135.15	0.01	133.80
T-SW-200-100-O	Application Engineer	100.11	0.01	99.11
T-SW-200-200-O	Senior Application Engineer	140.16	0.01	138.76
T-SW-300-100-O	Programmer I	75.09	0.01	74.34
T-SW-300-200-O	Programmer II	80.09	0.01	79.29
T-SW-300-300-O	Programmer III	100.11	0.01	99.11
T-SW-300-400-O	Programmer IV	120.13	0.01	118.93
T-SW-300-500-O	Lead Programmer	125.14	0.01	123.89
T-SW-300-600-O	Managing Programmer	135.15	0.01	133.80
T-SYS-100-100-O	Systems Operator	60.07	0.01	59.47
T-SYS-100-200-O	System Administrator	100.11	0.01	99.11
T-SYS-100-300-O	Senior Systems Administrator	155.18	0.01	153.63
T-SYS-200-100-O	Systems Analyst I	70.08	0.01	69.38
T-SYS-200-200-O	Systems Analyst II	95.11	0.01	94.16
T-SYS-200-300-O	Systems Analyst III	100.11	0.01	99.11
T-SYS-300-100-O	Systems Engineer	100.11	0.01	99.11
T-SYS-300-200-O	Senior Systems Engineer	155.18	0.01	153.63
T-SYS-400-100-O	Hardware Technician	80.09	0.01	79.29
T-SYS-400-200-O	Communication Technician	95.11	0.01	94.16
T-SYS-500-300-O	Cluster Migration Gmf/It Consultant	288.67	0.01	285.78
T-TR-100-100-O	Trainer	75.09	0.01	74.34
T-TR-100-200-O	Specialty Trainer	170.19	0.01	168.49
T-TR-HP-100-O	HP OpenView Trainer	70.08	0.01	69.38
T-TR-JV-004-O	Java Application Trainer	55.07	0.01	54.52
T-TR-JV-100-O	Java Trainer Additional Support	45.05	0.01	44.60
T-TR-JV-300-O	Java Language Trainer	50.06	0.01	49.56
T-TR-SOL-100-O	Solaris Trainer Additional Support	50.06	0.01	49.56
T-TR-SOL-300-O	Solaris Trainer	70.08	0.01	69.38
T-TR-SYS-100-O	System Administrator Trainer Additional Support	45.05	0.01	44.60
T-TR-SYS-200-O	System Administrator Shell Programming Trainer	55.07	0.01	54.52
T-TR-SYS-300-O	System Administrator Training	65.08	0.01	64.43
T-TR-VER-100-O	Veritas Windows Trainer	80.09	0.01	79.29
T-TR-VER-200-O	Veritas UNIX & Enterprise Trainer	90.10	0.01	89.20
T-WEB-100-100-O	Web Administrator	100.11	0.01	99.11
T-WEB-100-200-O	Web Designer	100.11	0.01	99.11

T-WEB-100-300-O	Senior Web Designer	190.21	0.01	188.31
T-WEB-100-400-O	Web Security & QC Administrator	125.14	0.01	123.89
T-WEB-100-500-O	Web Project Manager	150.17	0.01	148.67
T-WEB-200-100-O	Web Developer	100.11	0.01	99.11
T-WEB-200-200-O	Senior Web Developer	155.18	0.01	153.63
T-WEB-200-300-O	Web Consultant	195.22	0.01	193.27
T-WEB-200-600-O	Web Solution Manager	230.25	0.01	227.95
T-WEB-300-400-O	Java Specialist TM/Practice Manager	299.70	0.01	296.70
T-FPE-100-050-O	Principal F/S	208.28	0.01	206.20
T-FPE-100-100-O	Program Manager F/S	208.28	0.01	206.20
T-FPE-100-150-O	Clerical/Specification Support F/S	58.50	0.01	57.92
T-FPE-100-200-O	Senior Fire Protection Engineer	146.30	0.01	144.84
T-FPE-100-250-O	Senior Engineer / Scientist F/S	146.30	0.01	144.84
T-FPE-100-300-O	Project Manager F/S	146.30	0.01	144.84
T-FPE-100-350-O	Field Operations Manager F/S	146.30	0.01	144.84
T-FPE-100-400-O	Fire Protection Engineer F/S	146.30	0.01	144.84
T-FPE-100-450-O	Project Engineer F/S	117.78	0.01	116.60
T-FPE-100-500-O	Engineer F/S	117.78	0.01	116.60
T-FPE-100-550-O	Field Commissioning Manager	117.78	0.01	116.60
T-PS-100-050-O	Principal S/E	208.28	0.01	206.20
T-PS-100-100-O	Program Manager S/E	208.28	0.01	206.20
T-PS-100-150-O	Clerical/Specification Support S/E	58.50	0.01	57.92
T-PS-100-200-O	Senior Security Specialist	146.30	0.01	144.84
T-PS-100-250-O	Senior Engineer / Scientist	146.30	0.01	144.84
T-PS-100-300-O	Project Manager S/E	146.30	0.01	144.84
T-PS-100-350-O	Logistics Manager S/E	146.30	0.01	144.84
T-PS-100-400-O	Security Specialist S/E	109.38	0.01	108.29
T-PS-100-450-O	Security Systems Analyst	109.38	0.01	108.29
T-PS-100-500-O	Installation Services Manager	109.38	0.01	108.29
T-PS-100-550-O	Logistics Engineer	109.38	0.01	108.29
T-PS-100-700-O	Field Commissioning Manager	109.38	0.01	108.29
T-PS-100-600-O	Security Monitoring Specialist I	38.25	0.01	37.87
T-PS-100-625-O	Security Monitoring Specialist II	54.50	0.01	53.96
T-PS-100-650-O	Senior Security Monitoring Specialist	67.50	0.01	66.83
T-PS-100-675-O	Security Monitoring Manager	87.35	0.01	86.48
T-ENV-100-100-O	Environmental Technician	67.50	0.01	66.83
T-ENV-100-200-O	Senior Environmental Technician	96.70	0.01	95.73

T-ENV-100-300-O	Environmental Technical Manager	107.35	0.01	106.28
T-PS-200-100-O	Associate Security System Analyst Level I	85.85	0.01	85.00
T-PS-200-150-O	Associate Security System Analyst Level II	98.86	0.01	97.88
T-PS-200-200-O	Intermediate Security System Analyst	134.45	0.01	133.12
NOTES:				
Rates will continue to be discounted at 1% off of GSA Schedule rates for all years				
Rates will increase at the same rate and timing as the EyakTek GSA Schedule rates.				
Other Direct Cost Rate				
			10%	

The following items are applicable to this modification:

SPECIAL CONTRACT REQUIREMENT

SPECIAL CONTRACT REQUIREMENTS FOR ORDERS TO IRAQ AND AFGHANISTAN

The following Acquisition Instruction Clauses are mandatory for any portion of task orders with performance in Iraq or Afghanistan, as taken from "Contracting Officer's Guide to Special Contract Requirements for Iraq/Afghanistan Theater Business Clearance" dated 12 Nov 2007.

Special Contract Requirements

Pricing Schedule, **Section B**

AI 52.7 **Contract Delivery Requirements (5 Nov 07)**

- a. **REQUIRED DELIVERY DATE:** _____
- b. **LOCATION FOR CONTRACTOR DELIVERY:** _____
- c. **POINT-OF-CONTACT RESPONSIBLE FOR INSPECTION & ACCEPTANCE
(DD 250)**
Name: _____
Phone No.: _____ E-Mail: _____
- d. **FINAL DELIVERY DESTINATION:** _____
- e. **POINT-OF-CONTACT AT FINAL DESTINATION:**
Name: _____
Phone No.: _____ E-Mail: _____

f. **REQUIRING ACTIVITY:** _____
(End)

Section C Statement of Work

AI 22.1 Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports (5 Nov 07): All contractors (“contractors” herein below includes 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.

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 (50 sf) 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.

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.

The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

(End)

AI 23.1 To Report a Kidnapping (5 Nov 07) Contract manager will notify the JCCI/A Duty Officer at phone number 914-822-1419 when an employee kidnapping occurs:

Report the following information:

Name of person reporting: _____

Phone: _____

E-mail: _____

- **Who** was kidnapped?
 - Name
 - Age
 - Nationality and country of residence
- **When** did the incident occur?
- **Where** did it happen?
- **How** was the person kidnapped?
(End)

When DFARS 252.225-7040 is included, this mandatory language supplements paragraph (c)(2):

AI 25.2 Fitness for Duty and Limits on Medical / Dental Care in Iraq and Afghanistan (5 Nov 07): 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. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, CENTAF, 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 protectives 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 electrophysiologic 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 (< 1year) 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 8 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).

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. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

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

Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. In accordance with OUSD(C) Memorandum dated January 4, 2007, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction.

Inpatient daily rate: \$1,918.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.

Outpatient visit rate: \$184.00. This includes diagnostic imaging, laboratory/pathology, and pharmacy provided at the medical facility.

(End)

AI 25.4 Quarterly Contractor Census Reporting (12 Nov 07). The prime contractor will report upon contract award and then quarterly thereafter, not later than January, 1 April, 1 July and 1 October, to JCCI.J2J5J7@pco-iraq.net for Iraq and to BGRMPARC-A@swa.army.mil for Afghanistan the following information for the prime contract and all subcontracts under this contract:

- (1) The total number of contract employees performing on the contract who receive any support benefits, including but not limited to billeting, food, use of exchanges, laundry by host nation, US Nationals, and Third Country Nationals;
- (2) The total number of prime contract employees performing on the contract by host nation, US Nationals, and Third Country National;
- (3) The total number of subcontractor employees performing on the contract by subcontractor, host nation, US Nationals, and Third Country National;
- (4) The company names and contact information of its subcontractors at all tiers; and
- (5) The name of all company POCs who are responsible for entering and updating employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFAR 252.225-7040 DOD class deviation 2007-O0004 or DFAR DOD class deviation 2007-O0010.

(End)

AI 26.5 Iraq Socioeconomic Program (5 Nov 07)

The Contractor shall maximize the employment, training, and transfer of knowledge, skills and abilities to the Iraqi workforce. The Contractor shall maximize utilization of Iraqi subcontractors and businesses. The offeror shall maximize utilization of material of Iraqi manufacture.

Iraqi First Program Definitions:

Employment means the total number of Iraqi citizens proposed by the offeror for the contract effort, and the total number of Iraqi citizens proposed for the contract effort by each subcontractor, to be directly employed, full or part time, during the life of the contract.

An "Iraqi" company (or subsidiary company) has a principal place of business located within Iraq and the majority shareholder is an Iraqi citizen.

An Iraqi citizen or employee is an individual whose ordinary residence is in Iraq and holds an Iraq-issued passport or Iraq residency papers.

Material of Iraqi manufacture includes all items where significant value is added, or a change of form, fit, and function, leading to the final form of the procured end item takes place, within the country of Iraq.

The contractor's efforts to encourage the Iraqi First program will be considered by the government in performance evaluations.

(End)

Section E

AI 52.8 Mandatory Shipping Directions (5 Nov 07)

GRD Logistics:

GRD Logistics is required to track reconstruction equipment, materials and goods coming into Iraq under the Re-building Iraq effort. This equipment is purchased by the US Government (usually by MNSTC-I, or GRD), and is designed to help rebuild the country of Iraq. This tracking and inherent accountability process will assist in assuring that all equipment materials and goods are able to cross the borders and move to final destination with minimal delay and at reduced risk. However, in order to accomplish this mission, maximum cooperation is necessary. Prompt notification and compliance with our information requirements will assist in providing advance notice to the point of entry of all inbound shipments. This process affords coordination in the movement of all convoys which will enable improved monitoring and de-conflicted convoy schedule. Prompt notification also improves security coordination through the operations center.

To get started follow the following steps:

Step One:

Identify who the cargo is purchased for. If it is in support of Coalition Forces, it needs to go through the Military Transportation System (MTS). However, if it is purchased for the explicit purpose of re-building Iraq (i.e. MNSTC-I/GRD contracts), then proceed with the following steps:

Upon contract award the contractor is required to provide the necessary logistical information needed by GRD Logistics. This information can be provided and updated as necessary by going to the GRD website (http://www.rebuilding-iraq.net/portal/page?_pageid=95,1&_dad=portal&_schema=PORTAL) and selecting the Logistics tab. Should there be any problems with this process contact the Logistics Movement Coordination Center (LMCC) Watch Officer directly at the following e-mail address: pcolmcc@pco-iraq.net and the necessary assistance will be provided. The contractor will find three forms listed and available under the logistics heading (Logistics Information Requirements Form, Reconstruction Levy Exemption and Form, Cargo Placards). **Those forms should be individually completed and, with the exception of the cargo placard, sent electronically to the above mentioned e-mail address for the LMCC.** The first form submitted will be the Logistics Information Requirements Form. The Logistics Information Requirements Form should be completed upon award

of contract and updated as necessary. All updates and changes to this form should be sent to the same e-mail address as the original form. Additional contact information is available on the website mentioned above. Always reference the contract number.

Step Two:**CPA 1-47 CUSTOMS LEVY EXEMPTION AND SHIPMENT REQUIREMENTS FOR RECONSTRUCTION PROJECTS UNDER PROJECT AND CONTRACTING OFFICE (PCO)**

Effective 15 April 2004 Tariff Regulations pursuant to CPA Orders #54, as amended by Order #70 (Orders #54 and #70 are posted on the website), require commercial importations into Iraq to pay a 5% levy except for food, books, medicine, medical equipment, clothes and oil. Additional exemptions include NGO's, International Organizations, **Reconstruction Projects under GRD**, and single exempt donations. Items shipped under this contract are exempt from this "Levy" provided a completed Reconstruction Levy Exemption Form is attached and included with each invoice and packing slip.

The contractor is required to fill out the Reconstruction Levy Exemption Form and attach the duty free form to each shipment of goods under this contract that crosses the border into Iraq in order to qualify for the exemption. The contractor must submit one copy of the completed duty free form and a copy of the first page of the primary contract, for customs verification, to the contracting officer and the GRD Logistics Office at pcocustoms@pco-iraq.net prior to shipment. Customs will send back a stamped copy that must accompany the cargo. It is the contractor's responsibility to include the stamped and approved Reconstruction Levy Exemption Form is included with each shipment to ensure cargo is not delayed at customs. The Contractor should ensure they indicate what the estimated time of arrival is at the point of entry.

Step Three:

The items being acquired are for Iraqi Reconstruction and as per the "Packing and Marking Instructions" of this contract, and shall be Packaged and Marked accordingly. Additionally, a Cargo Placard is available from the website at http://www.rebuilding-iraq.net/portal/page?_pageid=95.1&_dad=portal&_schema=PORTAL under the logistics tab located at the top of the page. There is a memorandum posted that explains how to complete the placards. Additionally, there are three placards that need to be utilized when shipping cargo into Iraq. The first placard is for shipments arriving into Baghdad International Airport (BIAP). The second is for shipments arriving into the Port of Umm Qasr. The third placard is for shipments arriving into Abu Ghuraib Warehouse via ground transportation.. The use of these placards will ensure they are properly identified as GRD shipments and will reduce risk of loss or pilferage. **Each shipment must have a cargo placard affixed to all sides of each container, pallet, or package.**

Final Guidance:

Summary of Contractor Requirements:

- 1) Logistics Information Requirements Form
- 2) Reconstruction Levy Exemption
- 3) Cargo Placards

It is the contractor's responsibility to provide all the requested information mentioned above including the use of the identified cargo placards in sufficient time to allow for

required delivery. Failure to comply with these instructions may result in a delay of the goods and materials being shipped from arriving at their final destination. Delays resulting from failure to follow the above steps may be assigned as the contractor's responsibility.

(End)

Section H

AI 25.3 Compliance with Laws and Regulations (5 Nov 07). The Contractor shall comply with, and shall ensure that its personnel and its subcontractors and subcontractor personnel at all tiers obey all existing and future 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 USCENTCOM, Multi-National Force and Multi-National Corps fragmentary orders, instructions and directives.

Contractor employees performing in the USCENTCOM Area of Operations are under the jurisdiction of the Uniform Code of Military Justice (UCMJ). Under the UCMJ, U.S. commanders may discipline contractor employees for criminal offenses. Contractors shall advise the Contracting Officer if they suspect an employee has committed an offense. Contractors shall not permit an employee suspected of a serious 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)

DEFENSE BASE INSURANCE

LOCAL DBA PROVISIONS FOR SOLICITATIONS AND CONTRACTS

DEFENSE BASE ACT INSURANCE RATES – LIMITATION – FIXED-PRICE (APR 2008)

(a) The U. S. Army Corps of Engineers (USACE) has entered into a contract with **CNA/Continental Insurance Company** to provide all Defense Base Act (DBA) insurance to USACE contractors at a contracted rate. The rates for this insurance are as follows:

Services @ \$3.50 per \$100 of compensation;

Construction @ \$7.25 per \$100 of compensation;

Security @ \$10.30 per \$100 of compensation;

Aviation @ \$17.50 per \$100 of compensation.

(b) Bidders/Offerors should compute the total compensation (direct salary plus differential, but excluding per diem, housing allowance and other miscellaneous post allowances) to be paid to

employees who will be covered by DBA insurance and the cost of DBA totals in the spaces provided for the base period and whatever extension there may be thereafter, if applicable.

(1) Compensation of Covered Employees: _____

(2) Defense Base Act Insurance Costs: _____

(3) Total Cost: _____

(c) Bidders/Offerors shall include a statement as to whether or not local nationals or third country nationals will be employed on the resultant contract.

(d) CNA Insurance is utilizing Rutherford International as their managing Broker. The primary POC is the USACE DBA Program Administrator is Ramoan Jones, (703) 813-6571 ramoan.jones@rutherford.com . The alternate POC is Sara Payne, Senior Vice President, (703) 813-6503 sara.payne@rutherford.com .

DEFENSE BASE ACT INSURANCE RATES – LIMITATION – COST-REIMBURSEMENT, LABOR-HOUR, AND TIME-AND-MATERIALS (APR 2008)

(a) The U. S. Army Corps of Engineers (USACE) has entered into a contract with **CNA/Continental Insurance Company** to provide all Defense Base Act (DBA) insurance to USACE contractors at a contracted rate. In preparing the cost proposal, the offeror shall use the following rates in computing the cost for DBA insurance.

Services @ \$3.50 per \$100 of compensation (direct salary plus differential, but excluding per diem, housing allowance, education allowance, and miscellaneous allowances);

Construction @ \$7.25 per \$100 of compensation (direct salary plus differential, but excluding per diem, housing allowance, education allowance, and miscellaneous allowances);

Security @ \$10.30 per \$100 of compensation (direct salary plus differential, but excluding per diem, housing allowance, education allowance, and miscellaneous allowances);

Aviation @ \$17.50 per \$100 of compensation (direct salary plus differential, but excluding per diem, housing allowance, education allowance, and miscellaneous allowances).

(b) These rates apply to all job classifications in those particular categories. The successful offeror shall be advised of the name and address of the insurance broker who will process the DBA insurance coverage.

(c) Should an offeror compute or include higher DBA insurance rates, the rate shall be disallowed.

(d) Offerors shall include in their proposals a statement as to whether or not local nationals or third country nationals will be employed on the resultant contract.

(e) CNA Insurance is utilizing Rutherford International as their managing Broker. The primary POC is the USACE DBA Program Administrator is Ramoan Jones, (703) 813-6571 ramoan.jones@rutherford.com . The alternate POC is Sara Payne, Senior Vice President, (703) 813-6503 sara.payne@rutherford.com .

WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) – SERVICES (APR 2008)

(a) This clause supplements FAR Clause 52.228-3.

(b) The contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the U.S. Army Corps of Engineers (USACE) and **CNA/Continental Insurance Company** unless the contractor has a DBA self-insurance program approved by the Department of Labor. The contractor shall submit a copy of the Department of Labor's approval to the contracting officer upon contract award. The current rate under the USACE contract is **\$3.50 per \$100 of compensation for services.**

(c) The contractor agrees to insert a clause substantially the same as this one in all subcontracts to which DBA is applicable. Subcontractors shall be required to insert a similar clause in any of their subcontracts subject to the DBA.

(d) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, USACE shall modify the contract accordingly. However, the revised rates will not be applicable until the Contractor's or Subcontractor's DBA Insurance policy is due to be renewed.

(e) Premiums will be reimbursed only if coverage is purchased through the USACE DBA Pilot Program administered by CNA Insurance and their Managing Broker, Rutherford International.

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
- (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.
- (c) The requirements of this clause do not apply to any subcontractor that is--
- (1) A foreign government;
 - (2) A representative of a foreign government; or
 - (3) A foreign corporation wholly owned by a foreign government.
- (d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from [Contracting Officer to insert applicable information cited in PGI 225.7403-1].

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION #2 - 2007-O0010)

(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 if 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. (a) 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 performance by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 notes.

(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

(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 USCENTCOM 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, visa, 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—

(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. 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 jurisdictions 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—

(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 (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 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 violation of the law of war 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 United 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 completes 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:

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

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

(A) Request the Contracting Officer or other Government point of contact to sponsor its AKO guess 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.

(iii) 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.

- (iv) Access to SPOT. Upon approval, all users will access SPOT at <https://iel.kc.ur.army.mil/spotracker>.
- (v) SPOT Questions. Refer SPOT application assistance questions to the Customer Support Team at 717-506-1358 or SPOT@technisource.com.
- (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--
- (ii) The NOT AUTHORIZED ON THIS CONTRACT 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 provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.
- (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 Department of Defense and 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
- (iii) 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 contractor in the area of performance.
- (k) Military clothing and protective equipment. (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.

(1) Evacuation. If the Chief of Mission or Combatant Command 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 personnel 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—

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) 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 subcontractor personnel to perform in the USCENCOM AOR.

(End of clause)

(End of Summary of Changes)