

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT   |                                  |   | 1. CONTRACT ID CODE             | PAGE OF PAGES |
|--|----------------------------------|---|---------------------------------|---------------|
| 2. AMENDMENT/MODIFICATION NO.<br>P00002  | 3. EFFECTIVE DATE<br>14-Jul-2008 | 4. REQUISITION/PURCHASE REQ. NO.<br>MIPR6AITCSC001  | 1   19                          |               |
| 6. ISSUED BY<br>ARMY CONTRACTING AGENCY-ITEC4<br>2461 EISENHOWER AVE<br>ALEXANDRIA VA 22331-1700   | CODE<br>W91QUZ                   | 7. ADMINISTERED BY (If other than item 6)<br><b>See Item 6</b>  |                                 |               |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)<br>SCIENCE APPLICATIONS INTERNATIONAL CORPO<br>BEVERLY HAYES<br>10260 CAMPUS POINT DR<br>SAN DIEGO CA 92121-1522   |                                  | 9A. AMENDMENT OF SOLICITATION NO.   |                                 |               |
|  |                                  | 9B. DATED (SEE ITEM 11)   |                                 |               |
|  |                                  | X 10A. MOD. OF CONTRACT/ORDER NO.<br>W91QUZ-06-D-0016   |                                 |               |
|  |                                  | X 10B. DATED (SEE ITEM 13)<br>14-Apr-2006   |                                 |               |
| CODE 0T5L1   | FACILITY CODE 0T5L1              |   |                                 |               |
| 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.<br>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:<br>(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;<br>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.<br>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.   |                                  |   |                                 |               |
| X 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:   |                                  |   |                                 |               |
| D. OTHER (Specify type of modification and authority)  |                                  |   |                                 |               |
| 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.)<br>Modification Control Number: bscott082232<br>The purpose of this modification is to:<br>(1) Update the SOFA clause at Section H.21 entitled "INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER U.S. - REPUBLIC OF KOREA (ROK)".<br>All other terms and conditions remain unchanged and in full force and effect.  |                                  |   |                                 |               |
| 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)<br>STACY R. WATSON / CONTRACTING OFFICER<br>TEL: 703-325-3315 EMAIL: Stacy.r.Watson@conus.army.mil |                                 |               |
| 15B. CONTRACTOR/OFFEROR  | 15C. DATE SIGNED                 | 16B. UNITED STATES OF AMERICA<br>BY <u>Stacy R. Watson</u><br>(Signature of Contracting Officer)  | 16C. DATE SIGNED<br>21-Jul-2008 |               |
| (Signature of person authorized to sign)   |                                  |   |                                 |               |

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

**SECTION H**

## H.1 Order of Precedence

In the event of an inconsistency between the terms and conditions of this contract, resultant Task Orders (TOs), and contractor TO proposals, the inconsistency shall be resolved by giving precedence in the following order:

- (a) The contract;
- (b) The TOs, excluding the contractor TO proposals, and;
- (c) The contractor TO proposals.

## H.2 Mandatory use of Contractor to Government Electronic Mail

(a) Unless exempted by the Contracting Officer (KO), communications after contract award shall be transmitted via electronic mail (e-mail). This shall include all communication between the Government and the contractor except Classified Information. Return receipt will be used if a commercial application is available.

(b) The format for all communication shall be compatible with the following:

Microsoft Word 2000 (Not to exceed 20 pages or ½ megabyte).  
Microsoft Excel 2000 (Not to exceed ½ megabyte).  
Microsoft PowerPoint 2000 for presentation slides .

(c) Files larger than 2 megabytes must use alternate means of transmission. (Note: This includes both the text message and the attachment). Large files can be submitted in disk format and mailed with the Contracting Officer's approval.

(d) In addition to the KO, a copy of all communications shall be provided to the Contract Specialist.

(e) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

Routine Letters

Requests for Proposals under the contract

Price Issues (except contractor pricing data) Approvals/Disapproval's by the Government

Technical Evaluations of Contract Items

Clarifications

Configuration Control

Drawings (not to exceed ½ megabyte)

Revised Shipping Instructions

Change Order Directions

(f) In order to be contractually binding, all Government communications must be sent from the KO's e-mail address and contain the /s/ symbol above the KO's signature block. The contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from the signature authority's e-mail address (see Section A, A.3)

(g) The Government reserves the right to upgrade to a more advanced commercial application at any time during the life of the Contract.

### H.3 Mandatory Use of Government to Government Electronic Mail

(a) Unless exempted by the KO in writing, communication after contract award between Government agencies shall be transmitted via electronic mail (e-mail).

(b) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

Instructions to Task Order Contracting Officer (TO KO)  
Instructions to Defense Finance Administration Services  
Instructions to Defense Contract Audit Agency

(c) See Mandatory Use of Contractor to Government Electronic Mail, for further guidance.

### H.4 Notice of Internet Posting of Awards

It is the Government's intent to electronically post the ITES-2S contracts and modifications, TOs issued under the contracts, and all TO modifications to the ITES-2S web site. This does not include contractor proposals or any other proprietary information provided by contractors relevant to performance of this contract. Posting of the awards and modifications via the Internet is in the best interest of the Government as well as the contractors. It will allow contractors to direct future customers to the site to preview the types of jobs that have been accomplished under the ITES-2S contracts. In addition, customers will be able to view labor categories and rates as they develop their Independent Government Cost Estimates (IGCE) in preparation of proposed TOs.

### H.5 Release of News Information

No new release (including photographs and films, public announcements, denial or confirmation of same) on any part of the subject matter of this contract or any phase of any program hereunder shall be made without the prior written approval of the Contracting Officer and Program Executive Officer, Enterprise Information Systems (PEO-EIS) Public Affairs Office (PAO). See also Section I, DFARS clause 252.204-7000 "Disclosure of Information".

### H.6 Work on a Government Installation.

In performing work under this contract on a Government installation or in a Government building, the contractor shall:

(1) Obtain and maintain the minimum kinds and amounts of insurance specified in Section I Insurance clause and individual Task Orders (TOs).

(2) Conform to the specific safety requirements established by this contract and individual TOs.

(3) Comply with the safety rules of the Government installation that concern related activities not directly addressed in this contract.

(4) Take all reasonable steps and precautions to prevent accidents and preserve the life and health of contractor and Government personnel connected in any way with performance under this contract.

(5) Take such additional immediate precautions as the Contracting Officer may reasonably require for safety and accident prevention purposes.

#### H.7 Insurance

In accordance with the Section I, FAR clause 52.228.5, "Insurance - Work on a Government Installation" and this schedule, the Contractor shall acquire and maintain during the entire performance period of this contract insurance of at least the following kinds and minimum amounts set forth below:

(1) Workman's Compensation and Employer's Liability Insurance in accordance with the amounts specified by the laws of the states in which the work is to be performed under this contract. In the absence of such state laws, an amount of \$100,000 shall be required and maintained.

(2) General Liability Insurance: Bodily injury liability in the minimum amount of \$500,000 per occurrence.

(3) Automobile Liability Insurance in the amount of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

#### H.8 Security Requirement

(a) The Government may require security clearances of at least Secret and up to Top Secret, Specialized Compartmentalized Information, for performance of any TO under this contract. A general, contract level DD Form 254 is provided at Section J, Attachment 5. A TO specific DD Form 254 will be incorporated for individual TOs, as required. The levels of security clearance and number of personnel required for each level is unknown.

(b) The Contractor shall provide sufficient personnel with the required security clearances to perform the work as specified in individual TOs. The personnel shall be cleared personnel in accordance with the clause in Section I, "Security Requirements". If satisfactory security arrangements cannot be made with the Contractor, the required services shall be obtained from other sources.

(c) The level of classified access required shall be indicated in the individual TO. Contractor personnel not requiring a personnel security clearance, but performing Automated Data Processing (ADP) sensitive duties, are subject to investigative and assignment requirements IAW DoD 5200.2R, DoD Personnel Security Program, and affiliated regulations.

(d) The contractor shall bear the cost of any security clearances required for performance.

#### H.9 Travel

(a) Contractor personnel may be required to travel to support the requirements of this contract and as stated in individual TOs. Long distance and local travel will be required both in the Continental United States (CONUS) and Outside the Continental United States (OCONUS). For those TOs requiring travel, the contractor shall include estimated travel requirements in the proposal. The contractor shall then coordinate specific travel arrangements with the individual TO Contract Officer Representative to obtain advance, written approval for the travel about to be conducted. The contractor's request for travel shall be in writing and contain the dates, locations and estimated costs of the travel.

(b) If any travel arrangements cause additional costs to the TO that exceed those previously negotiated, written approval by TO modification issued by the Contracting Officer is required, prior to undertaking such travel. Costs associated with contractor travel shall be in accordance with FAR Part 31.205-46, Travel Costs.

#### H.10 Organization Conflict of Interest

(a) The provisions of FAR Subpart 9.5, Organization and Consultant Conflicts of Interest, concerning organizational conflicts of interest govern TOs issued under this contract.

(b) Potential conflicts may exist in accordance with FAR 9.505-1, Providing Systems Engineering and Technical Direction, through 9.505-4, Obtaining Access to Proprietary Information.

(c) The contractor is responsible for identifying any actual or potential organizational conflict of interest to the Contracting Officer that would arise as the result of the issuance of a TO under this contract.

(d) The TO KO will determine on a case-by-case, TO by TO, basis whether a conflict of interest is likely to arise.

(e) To avoid or mitigate a potential conflict, the TO KO will impose appropriate constraints, such as the following.

(1) The contractor agrees that if it provides, under a contract or TO, systems engineering and technical guidance for systems and programs, but does not have overall contractual responsibility, it will not be allowed to be awarded a contract or TO to supply the system or any of its major components or be a subcontractor or consultant to a supplier of the system or any of its major components (FAR 9.505-1).

(2) The contractor agrees that if it prepares specifications for nondevelopmental items or assists in the preparation of work statements for a system or services under a contract or TO, it will not be allowed to furnish these items, either as a prime contractor, a subcontractor or as a consultant (FAR 9.505-2).

(3) The contractor agrees that if it gains access to proprietary data of other companies, it will protect such data and it will not use such proprietary data in supplying systems or components in future competitive procurements (FAR 9.505-4). In addition, the contractor agrees to protect the proprietary data and rights of other organizations disclosed to the contractor during performance of any TO with the same caution that a reasonably prudent contractor would use to safeguard highly valuable property. The contractor also agrees that if it gains access to the proprietary information of other companies, it will enter into an agreement with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished.

(4) The contractor agrees that it will not distribute reports, data or information of any nature arising from its performance under this contract, except as provided by the TO or as may be directed by the TO KO.

(5) The contractor agrees that it will neither evaluate nor advise the Government with regard to its own products or activities. The contractor will objectively evaluate or advise the Government concerning products or activities of any prospective competitors.

(6) The contractor agrees that it will include the above provisions, including this paragraph, in agreements with teaming partners, consultants or subcontractors at any tier which involve access to information covered above. The use of this clause in such agreements shall be read by substituting the word "consultant" or "subcontractor" for the word "contractor" whenever the latter appears.

(f) The contractor shall effectively educate its employees, through formal training, company policy, information directives and procedures, in an awareness of the legal provisions of FAR Subpart 9.5 and its underlying policy and principles so that each employee will know and understand the provisions of that Subpart and the absolute necessity

of safeguarding information under a TO from anyone other than the contractor's employees who have a need to know, and the U.S. Government.

(g) The term contractor herein used means: (1) the organization (hereinafter referred to as "it" or "its") entering into this agreement with the Government; (2) all business organizations with which it may merge, join or affiliate now or in the future and in any manner whatsoever, or which hold or may obtain, by purchase or otherwise, direct or indirect control of it; (3) its parent organization if any and any of its present or future subsidiaries, associates, affiliates, or holding companies, and; (4) any organization or enterprise over which it has direct or indirect control now or in the future.

(h) In connection with a particular constraint, the contractor may submit a response to the TO KO for the purpose of indicating potential measures to avoid or mitigate a conflict. In the event the TO KO determines that a conflict exists which cannot be effectively mitigated the provision in FAR 9.5 must be followed.

#### H.11 Government Property

(a) Government-Furnished Equipment. Government-furnished equipment, data, or services shall be identified in individual TOs.

(b) Contractor Acquired Property. In the event the contractor is required to purchase property in the performance of this contract, compliance with the procedures of FAR Part 45, Government Property, is required.

(c) Disposition of Government Property. Thirty (30) days prior to the end of the TO period of performance, or upon termination of the TO, the contractor shall furnish to the COR a complete inventory of all Government Property in his possession under the TO that has not been tested to destruction, completely expended in performance, or incorporated and made a part of a deliverable end item. The TO COR will furnish disposition instructions on all listed property which was furnished or purchased under the TO.

(d) Risk of Loss. The contractor assumes full responsibility for and shall indemnify the Government for any and all loss or damage of whatsoever kind and nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished, while in his custody and care for storage, repairs, or services to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the contractor, subcontractor, or any employee, agent, or representative of the contractor or subcontractor.

#### H.12 Technology Refreshment

(a) In order to maintain ITES-2S as a viable contract vehicle, current with the information technology solution services required within scope, the Government may solicit, and the Contractor is encouraged to propose independently, technology improvements to the task areas, labor categories, or other requirements of the contract. These improvements may be proposed to add labor categories, reduce or increase composite and/or fixed labor rates for labor categories in the Labor Rate Table, Section J, Attachment 1, to add task/subtask areas in Section C, Statement of Objectives, to improve overall performance, or for any other purpose which presents a technological advantage to the Government. Those proposed technology improvements that are acceptable to the Government will be processed as modifications to the contract.

(b) As a minimum, the following information shall be submitted by the Contractor with each technology improvement proposal to the Contracting Officer and Contracting Officer's Representative via email:

(1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;

(2) Itemized requirements of the contract that must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;

(3) A price proposal including the following shall be submitted: An estimate of the changes in performance and price, if any, that will result from adoption of the proposal; and an item-by-item summary of any "street pricing" (at least three sources) of the items including a reference and hyperlink to the source of the "street price" and GSA Schedule pricing, if any (include GSA Schedule Number, with hyperlink to the schedule). Include an electronic version of the revised Labor Rate Table, Section J, Attachment 1 reflecting the change to facilitate contract modification as well as an updated Product Attribute (PA) file, Section J, Attachment 3, Exhibit 6;

(4) A statement and supporting rationale of the proposed effective date of the contract modification adopting the proposal, in order to obtain the maximum benefits of the changes during the remainder of this contract; and

(5) Identify any effect on the contract completion time or delivery schedule.

(c) The Government will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has a right to withdraw, in whole or in part, any proposal not accepted by the Government within the period specified in the proposal. The decision of the KO as to the acceptance of any such proposal under this contract is final and not subject to the "Disputes" clause of this contract.

(d) The KO may accept any proposal submitted pursuant to this clause by issuance of a modification to this contract. Unless and until a modification is executed to incorporate a proposal under this contract, the Contractor shall remain obligated to perform in accordance with the requirements, terms and conditions of the existing contract. Upon issuance of the modification, the approved modification and PA file will be loaded to the ASCP e-mart.

(e) If a proposal submitted pursuant to this clause is accepted and applied to this contract, the increasing or decreasing of the contract price shall be in accordance with the procedures of the "Changes" clause. The resulting contract modification will state that it is made pursuant to this clause.

#### H.13 Army Small Computer Program (ASCP) Source Contracts

In situations where the purchase of new commercial off the shelf (COTS) hardware and related software (not provided under a Department of Defense, Enterprise Software Initiative (DoD ESI) agreement; (See Section H.16 DoD Enterprise Software Initiative (ESI)) is needed to satisfy the requirements of a particular TO, the ASCP hardware contracts are the preferred source of supply. In the event that the hardware and related software required is not available from an ASCP contract, the contractor shall be authorized to obtain the hardware through an alternate source. A waiver is required for purchase of products from another source valued at over \$25,000. The listing of COTS hardware available from ASCP sources can be viewed on the web at <https://ascp.monmouth.army.mil/scp/contracts/compactview.jsp>. The waiver process is located on the web at [https://ascp.monmouth.army.mil/scp/waiver/wv\\_explanation.jsp](https://ascp.monmouth.army.mil/scp/waiver/wv_explanation.jsp).

#### H.14 Accessibility

All electronic and information technology procured under this contract must meet applicable accessibility standards at 36 CFR Part 1194, unless an exception exists, or, for commercial items, unless and to the extent that individual standards cannot be met with supplies or services available in the commercial marketplace in time to meet delivery requirements. All exception must be documented by the TO KO on a case-by-case basis.

#### H.15 Commercial Software Licenses

(a) Commercial software and software documentation delivered under this contract shall be subject to the terms of this clause and the governing commercial product license, to the extent the latter is consistent with Federal law and FAR 12.212, Computer Software. Notwithstanding the foregoing, the commercial product license shall apply only

if a copy of the license is provided with the delivered product. In the event of conflict between this clause and the commercial software product license, this clause shall govern.

- (b) All software shall, as a minimum, be licensed and priced for use on a single computer or for use on any computer at a particular site.
- (c) The license shall be in the name of the U. S. Government.
- (d) The license shall be perpetual (also referred to as a nonexclusive, paid-up, world-wide license).
- (e) Software and software documentation shall be provided with license rights no less than rights provided with the software and the software documentation when sold to the public.
- (f) The license shall apply to any software changes or new releases.

#### H.16 DoD Enterprise Software Initiative (ESI)

In situations where the purchase of new commercial software, including preloaded software, is needed to satisfy the requirements of a particular TO, the contractor will first be required to review and utilize available Department of Defense Enterprise Software Initiative (DoD ESI). In the event that the software required to satisfy a particular TO is not available to the contractor through a DoD ESI source, the contractor shall be authorized to obtain the software through an alternate source. The listing of COTS software available from DoD ESI sources can be viewed on the web at <https://ascp.monmouth.army.mil/scp/esi/esioverview.jsp>.

#### H.17 Application of Davis-Bacon Act Provisions

- (a) Pursuant to FAR 22.402(b)(1), Applicability, the Davis-Bacon Act will apply to individual TOs under this contract for which there are specific requirements for significant amounts of construction work.
- (b) For the purpose of determining applicability of the Act to a given TO, “significant” is defined as 32 or more hours of construction work on a single TO.

#### H.18 Small Business Subcontracting Goals

- (a) In accordance with the Small Business Subcontracting Participation Plan, contractors shall comply with meeting the mandatory small business subcontracting goal of 25% of the total contract value with additional specific goals for the following categories: Small Disadvantaged Business - 5%, Hub-Zone - 3%, Women Owned Small Business - 5%, Service-Disabled Veteran - 3%, and a positive goal for Veteran-Owned Small Business, and Historically Black Colleges and Universities/Minority Institutions.
- (b) The Small Business Subcontracting Participation Plan reporting will be as required in Section G, Contract Management. This reporting is separate from the Small Business Subcontracting Plan requirement as required for Contractors with a business size designation of “large” in accordance with Section I, FAR clause 52.219-9, Small Business Subcontracting Plan, Alt II and DFARS clause 252.219-7003, Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (DOD Contracts).

#### H.19 Continued Performance during Support of Crisis Situations, Contingency or Exercise

- (a) Overview.

(1) The requirements of this Contract have been identified by the U.S. Government as being essential to the mission and operational readiness of the U.S. Armed Services operating worldwide; therefore, the Contractor may be required to perform this Contract during crisis situations (including war or a state of emergency), contingencies or exercises in the identified area of operations, also known as theatre of operations, subject to the requirements and provisions listed below.

(2) The Contractor shall be responsible for performing all requirements of this Contract notwithstanding crisis situations, contingencies or exercises, including but not limited to the existence of any state of war, whether declared or undeclared, or state of emergency, by the United States or the host nation, commencement of hostilities, internal strife, rioting, civil disturbances, or activities of any type which would endanger the welfare and security of U.S. Forces in the host nation. Failure by the Contractor to perform may subject the Contractor to a termination of this Contract for cause. If a crisis situation, contingency, or exercise is determined, an equitable adjustment may be negotiated.

(3) Crisis situations and contingency operations shall be determined by the overseas theater Commander-in-Chief, or when Defense Readiness Condition (DEFCON) Three (3) is declared for that area.

(4) Contractor personnel and dependents may be integrated into Government contingency plans, and afforded the same rights, privileges, protection, and priority as U.S. Government personnel. The Government may provide security, housing, and messing facilities for Contractor personnel and dependents should conditions warrant.

(5) In the event Contractor employees are deployed or hired into the area of operations in support of a crisis situation, contingency or exercise, the following items and conditions will apply:

(b) Management.

(1) The Contractor shall ensure that all Contractor employees, including sub-Contractors, will comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DOD civilians and issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection and safety.

(2) The Contractor shall comply, and shall ensure that all deployed employees and agents comply, with pertinent Service and Department of Defense directives, policies, and procedures. The Contractor shall ensure compliance with all Federal statutes, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. The Contracting Officer will resolve disputes. Host Nation laws and existing Status of Forces Agreements may take precedence over contract requirements.

(3) The Contractor shall take reasonable steps to ensure the professional conduct of its employees and sub-Contractors.

(4) The Contractor shall promptly resolve, to the satisfaction of the Contracting Officer, all Contractor employee performance and conduct problems identified by the cognizant KO or COR.

(5) The KO may direct the Contractor, at the Contractor's expense, to remove or replace any Contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

(c) Accounting for Personnel. As directed by the KO or COR and based on instructions of the Theater Commander, the Contractor shall report its employees, including third country nationals, entering and/or leaving the area of operations by name, citizenship, location, Social Security number (SSN) or other official identity document number.

(d) Risk Assessment and Mitigation.

(1) The Contractor shall ensure physical and medical evaluations are conducted on all its deployable and/or mission essential employees to ensure they are medically fit and capable of enduring the rigors of deployment in support of a military operation.

(2) If a Contractor employee departs an area of operations without Contractor permission, the Contractor shall ensure continued performance in accordance with the terms and conditions of the contract. If the Contractor replaces an employee who departs without permission, the replacement is at Contractor expense and must be in place within five days or as directed by the KO.

(3) The Contractor shall prepare plans for support of military operations as required by contract or as directed by the KO.

(4) For badging and access purposes, the Contractor shall provide the KO or COR a list of all employees (including qualified subcontractors and/or local vendors being used in the area of operations) with all required identification and documentation information.

(5) As required by the operational situation, the Government will relocate Contractor personnel (who are citizens of the United States, aliens resident in the United States or third country nationals, not resident in the host nation) to a safe area or evacuate them from the area of operations. The U.S. State Department has responsibility for evacuation of non-essential personnel.

(6) The Contractor shall brief its employees regarding the potential danger, stress, physical hardships and field living conditions.

(7) The Contractor shall require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

(8) The Contractor shall designate a point of contact for all of its plans and operations and establish an operations center to plan and control the Contractor deployment process and resolve operational issues with the deployed force.

(e) Force Protection. While performing duties in accordance with the terms and conditions of the contract, the Service will provide force protection to Contractor employees commensurate with that given to Service/Agency (e.g. Army, Navy, Air Force, Marine, Defense Logistics Agency (DLA)) civilians in the operations area.

(f) Vehicle and Equipment Operation.

(1) The Contractor shall ensure employees possess the required civilian licenses to operate the equipment necessary to perform contract requirements in the theater of operations in accordance with the statement of work.

(2) Before operating any military owned or leased equipment, the Contractor employee shall provide proof of license (issued by an appropriate Governmental authority) to the KO or COR.

(3) The Government, at its discretion, may train and license Contractor employees to operate military owned or leased equipment.

(4) The Contractor and its employees shall be held jointly and severably liable for all damages resulting from the unsafe or negligent operation of military owned or leased equipment.

(g) On-Call Duty or Extended Hours.

(1) The Contractor shall be available to work "on-call" to perform mission essential tasks as directed by the Contracting Officer.

(2) The KO, or COR, will identify the parameters of "on-call" duty.

(3) The Contractor shall be available to work extended hours to perform mission essential tasks as directed by the KO.

(4) The KO may negotiate an equitable adjustment to the contract/TO concerning extended hours, surges, and overtime requirements.

(h) Clothing and Equipment Issue. The Contractor shall ensure that Contractor employees possess the necessary personal clothing and safety equipment to execute contract performance in the theater of operations in accordance with the statement of work. Clothing should be distinctive and unique and not imply that the Contractor is a military member, while at the same time not adversely affecting the Government's tactical position in the field.

(i) Legal Assistance. The Contractor shall ensure its personnel deploying to or in a theater of operations are furnished the opportunity and assisted with making wills as well as with any necessary powers of attorney prior to deployment processing and/or deployment.

(j) Medical

(1) The Contractor shall be responsible for providing employees who meet the physical standards and medical requirements for job performance in the designated theater of operations.

(2) When applicable, the Government may provide to Contractor employees deployed in a theater of operations emergency medical and dental care commensurate with the care provided to Department of Defense civilian deployed in the theater of operations.

(3) Deploying civilian Contractor personnel shall carry with them a minimum of a 90-day supply of any medication they require.

(k) Passports, Visas and Customs.

(1) The Contractor is responsible for obtaining all passports, visas, or other documents necessary to enter and/or exit any area(s) identified by the KO for Contractor employees.

(2) All Contractor employees shall be subject to the customs processing procedures, laws, agreements and duties of the country to which they are deploying and the procedures, laws, and duties of the United States upon re-entry.

(3) The KO will determine and stipulate the allowability and allocability of payment for entry/exit duties on personal items in possession of Contractor employees per U.S. Customs Service rates and restrictions.

(4) The Contractor shall register all personnel with the appropriate U.S. Embassy or Consulate.

(l) Living Under Field Conditions. If requested by the Contractor, the Government may provide to Contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to Government employees and military personnel in the theater of operations. If the above support is negotiated in the contract, at any level, the Government will receive consideration.

(m) Morale, Welfare, and Recreation. The Government will provide to Contractor employees deployed in the theater of operations morale, welfare, and recreation services commensurate with that provided to Department of Defense civilians and military personnel deployed in the theater of operations.

(n) Status of Forces Agreement.

(1) The KO will inform the Contractor of the existence of all relevant Status of Forces Agreements (SOFA) and other similar documents, and provide copies upon request.

(2) The Contractor shall be responsible for obtaining all necessary legal advice concerning the content, meaning, application, etc., of any applicable SOFAs, and similar agreements.

(3) The Contractor shall adhere to all relevant provisions of the applicable SOFAs and other similar related agreements.

(4) The Contractor shall be responsible for providing the Government with the required documentation to acquire invited Contractor or technical expert status, if required by SOFA.

(o) Tour of Duty/Hours of Work

(1) The KO, or COR, will provide the Contractor with the anticipated duration of the deployment.

(2) The Contractor, at his/her own expense, may rotate Contractor employees into and out of the theater provided there is not degradation in mission. The Contractor shall coordinate personnel changes with the KO.

(3) The KO will provide the Contractor with the anticipated work schedule.

(4) The KO, or COR, may modify the work schedule to ensure the Government's ability to continue to execute its mission.

(p) Health and Life Insurance. The Contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations and allow traveling in military vehicles. Insurance is available under the Defense Base Act administered by the Department of Labor.

(q) Next of Kin Notification. Before deployment, the Contractor shall ensure that each Contractor employee completes a DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated Government official.

(r) Return Procedures.

(1) Upon notification of redeployment, the KO will authorize Contractor employee travel from the theater of operations to the designated CONUS Replacement Center (CRC) or individual deployment site.

(2) The Contractor shall ensure that all Government-issued clothing and equipment provided to the Contractor or the Contractor's employees are returned to Government control upon completion of the deployment.

(3) The Contractor shall provide the KO with documentation, annotated by the receiving Government official, of all clothing and equipment returns.

(s) Special Legal Considerations.

(1) Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000: Amended Title 18, US Code, to establish Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes.

(2) Applicability: This Act applies to anyone who engages in conduct outside the U.S. that would constitute an offence punishable by imprisonment for more than one year, the same as if the offense had been

committed within the jurisdiction of the U.S. The person must be employed by or accompanying the Armed Forces outside the U.S.

#### H.20 Logistical Support (Overseas Locations Only)

(a) Upon the Contractor's request, the Government may provide logistical support to U.S. citizen contractor personnel and their dependents. The Government, in accordance with applicable regulations and controlling provisions of the intergovernmental agreement, and subject to the individual capability or limitation of the installation concerned and the approval of the installation commander, may make available within the overseas theater the following items of logistical support: Bachelor Officers Quarters (BOQ) on a space available basis; emergency and routine medical care; emergency dental care; transportation; banking privileges; auto licensing; Petroleum, Oil and Lubricants (POL); school facilities (Priority II - space available, tuition paying basis); PX and Commissary privileges; open mess; postal service; and APO and club privileges.

(b) It is agreed that the withdrawal of the invited Contractor or technical representation status or any of the privileges associated therewith by the U.S. Government, shall not constitute grounds for excusable delay by the contractor in the performance of the contract, nor shall it justify or excuse the contractor defaulting in the performance of this contract; and such withdrawal shall not serve as a basis for the filing of any claims against the U.S. Government. Except, if the cause of the removal of logistical support is a result of the terms and conditions of the respective TO, then the Government will be required to evaluate the situation and allow for any revisions, if feasible, to the requirements of the TO. Under no circumstances will the withdrawal of such status or privileges be considered or construed as a breach of contract by the U.S. Government. The determination to withdraw the status of privileges by the Contracting Officer or other such competent U.S. Officer, will be final and binding upon the parties unless it is patently arbitrary, capricious and lacking in good faith.

(c) Conduct of Contractor Personnel: If the KO finds it to be in the best interest of the Government, within the foreign environment in which the Contractor will be performing outside the limits of the United States and its possessions, he may at any time during the performance of this contract TO the contractor to remove any of his personnel from further performance under this contract for reasons of their moral character, unethical conduct, security reasons, and for violation of installation regulations. In the event that it becomes necessary to replace any contractor personnel for any of the above reasons, the Contractor shall bear all costs associated with such removal including the costs for the replacement of any personnel so removed. The contractor or contractor personnel shall be responsible for the return of all logistical support items (i.e., ID cards, ration cards, POV tags and registration, POV and GOV operator's licenses, etc.) prior to departure from an overseas area of operation.

#### H.21 Invited Contractor or Technical Representative Status Republic of Korea

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the "publications" tab on the US Forces Korea homepage <http://www.usfk.mil>

(a) Definitions. As used in this clause—

"U.S. – ROK Status of Forces Agreement" (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

"Combatant Commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

"United States Forces Korea" (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

“Commander, United States Forces Korea” (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

“USFK, Assistant Chief of Staff, Acquisition Management” (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

“Responsible Officer (RO)” means a senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

(b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.

(c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg 700-19. FKAQ will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.

(d) Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

(e) The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

(f) The contractor’s direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

(g) The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

(h) Invited contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

(i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.

(j) Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the

geographical area where the contract is to be performed to receive information concerning local security requirements.

(k) Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:

(1) Completion or termination of the contract.

(2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.

(3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.

(l) It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Section II, paragraph 6 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(m) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized 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 or emergency dental 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 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 theater of operations under this contract.

(n) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause 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) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. "off-limits"), prostitution and human trafficking and curfew restrictions.

(o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean driver's license or a valid international driver's license to legally drive on Korean roads, and must have a USFK driver's license to legally drive on USFK installations. Contractor employees/dependents will first obtain a Korean driver's license or a valid international driver's license then obtain a USFK driver's license.

(p) Evacuation.

(1) If the COMUSK orders a non-mandatory or 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) Non-combatant Evacuation Operations (NEO).

(i) The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.

(ii) If contract period of performance in the Republic of Korea is greater than six months, non emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

(q) 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 missing, captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.

(3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery

Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(r) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

(s) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

(End of Clause)

## H.22 Technical Representative SOFA benefits (ROK ONLY)

Article I of the SOFA 14<sup>th</sup> Joint Committee Meeting allows USFK to provide benefits to technical representatives. The following benefits are conferred under this contract to those designated as technical representatives:

(1) Access to and movement between U.S. armed forces facilities and areas as provided for in Article X, Access of Vessels and Aircraft.

(2) Entry into the ROK as provided for in Article VIII, Entry and Exit.

(3) Exemption from customs duties and other such charges as provided for in Article IX, Customs and Duties.

(4) Use of nonappropriated fund organizations as provided for in Article XIII, Nonappropriated Fund Organizations.

(5) Exemption from foreign exchange controls as provided for in Article XVIII, Foreign Exchange Controls.

(6) Use of military banking facilities as provided for in Article XIX, Military Payment Certificates.

(7) Use of military post offices as provided for in Article XX, Military Post Offices.

(8) Use of utilities and services as provided for in Article VI, Utilities and Services.

(9) Exemption from the laws and regulations of the ROK with respect to terms and conditions of employment as provided for in Article XVII, Labor. (However, contractors that directly hire Korean Nationals must comply with USFK Reg 690-1, and other applicable USFK regulations concerning the employment of Korean Nationals.)

(10) Exemption from ROK taxes as provided for in Article XIV, Taxation.

(11) Although subject to ROK criminal jurisdiction, contractor personnel shall be granted the protections as provided for in Article XXII, Criminal Jurisdiction.

(12) Licensing and registration of privately owned vehicles as provided for in Article XXIV, Vehicle and Driver's Licenses.

#### H.23 Logistic Support (ROK ONLY)

(a) Logistic support, corporate and individual, may be provided to USFK invited contractors and technical representatives only in accordance with the U.S. ROK SOFA, USFK regulations, subject to availability, and on a reimbursable basis. Based upon eligibility, individuals may be provided the below listed logistic support based on Individually Sponsored Status (unless specifically excluded by the terms of the contract).

(1) SOFA status for contractor employee (excludes employee's dependents).

(2) Duty-free importation privileges in accordance with SOFA and USFK regulations.

(3) DD Form 1173 (Uniformed Services Identification and Privilege Card).

(4) USFK Form 73 (USFK Ration Control Plate) family size – one (for employee only).

(5) PX or BX privileges family size—one.

(6) Commissary privileges (only authorized if contractor employee is going to be in the ROK for more than 60 days; family size—one).

(7) Class VI store privileges (family size—one).

(8) Purchase of gasoline and Petroleum, Oil, and Lubricants (POL) products at PX or BX facilities.

(9) Military postal service privileges for personal mail only (Army post office and fleet post office).

(10) Military banking and credit union privileges.

- (11) Motor vehicle operator's permit.
- (12) Registration of one privately owned vehicle per family.
- (13) Registration of pets and firearms.
- (14) Medical services on a reimbursable basis.
- (15) Dental services for emergency care only on a reimbursable basis.
- (16) Mortuary services on a reimbursable basis.

(b) To be individually sponsored for ration control purposes, the contractor employee must be in a paid status of 30 hours or more per week on this contract, and be other than local hire AND perform in ROK less than 1 year. If paid status is 29 or less hours per week on this contract, no support will be authorized.

- (1) No support for dependents is authorized.

(2) Local hire is defined as a U.S. or third-country national employee who is ordinarily resident in the U.S. but was hired in the ROK and has no transportation agreement with the employer.

(c) Corporation Logistic Support. USFK may provide logistic support to corporations that have been designated as invited contractors or technical representatives by HQ USFK, ACofS, Acquisition as follows:

(1) SOFA status exemptions. (See paragraph entitled "Technical Representative SOFA benefits (ROK ONLY), above).

- (2) Use of postal facilities for corporate mail is not authorized.

(3) All other corporate logistic support (fuel purchases and registration of company-owned vehicles authorized) must be coordinated between the contracting office and the USFK sponsoring agency and approved by the USFK sponsoring agency before contract performance in ROK.

#### H.24 Contractor Manpower Reporting (CMR)

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will 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: <https://contractormanpower.army.pentagon.mil>. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, email address, identity of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractors); (6) Estimated direct labor dollars paid this reporting period (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 collection 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 sub-contractors perform the work (specified by zip code in the United States and 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 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 government fiscal year and must be reported

by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is 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.

#### SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The below Table of Contents has been added

Exhibit/Attachment Table of Contents

| DOCUMENT TYPE | DESCRIPTION | PAGES | DATE |
|---------------|-------------|-------|------|
|---------------|-------------|-------|------|

(End of Summary of Changes)