AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00030	05/09/2012		

6. ISSUED BY CODE SPM300

DLA Troop Support Philadelphia
Directorate of Subsistence, Bldg. #6
700 Robbins Avenue
Philadelphia PA 19111-5096
POC: Robin D. Novak

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

ANHAM FZCO, LLC
DAFZA EAST WING, 4A SUITE NO. 608
DUBAI, UNITED ARAB EMIRATES

CODE SFW66 FACILITY CODE

(X) ☐ 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

☒ 10A. MODIFICATION OF CONTRACT/ORDER NO. SPM300-10-D-3373

10B. DATED *(SEE ITEM 13)* 04/14/2010

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your 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 ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☒	D. OTHER *(Specify type of modification and authority)* FAR 43.103(b)

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

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

REQUIREMENT FOR: Full Food Line Distribution for U.S. Air Force and Army Troop Support in Kuwait, Iraq, and Jordan.

This modification is a Request for Proposal for Private Security in Iraq. See following pages.

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)*	
		Timothy B. Dlugokecki Contracting Officer	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	16C. DATE SIGNED 05/09/2012

I. Introduction

US Government-provided armed security escort will cease effective 6/30/2012. In order to have uninterrupted Class 1 service to our customers in Iraq, Anham is tasked to provide its own private armed security services.

The contractor that Anham selects shall perform armed security services within the sovereign borders of Iraq. The Contractor that Anham selects to provide such services shall use Local Nationals (LNs) to the greatest extent practicable. The frequency of movement is determined by Anham's delivery schedule for 13 existing sites.

The US Government may require additional escort teams (CETs) as the situation warrants. However, any additional CETs in support of other delivery sites shall require prior, written approval from the Contracting Officer in the form of a signed contract modification. This requirement will provide movement control and safe passage for Anham to deliver Class 1 goods and back haul. It is expressly agreed that this is a non-personal services modification as defined in Federal Acquisition Regulations Part 37.101, which means "a contract under which the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees."

A. Modification RFP

Within seven (7) calendar days of this modification, the Contractor shall submit a proposal. The following information is requested, but not limited to, in the RFP: price proposal; proposed staffing and technical approach; list of subcontractors; schedule for mission execution; communications plan; arming authority packet. Following the signed modification, the Contractor shall provide an arming roster spreadsheet.

B. Objectives

Contractor shall perform sole security services within the borders of Iraq. In the event the requirement changes from armed to unarmed escorts, notification and approval will be made by the Contracting Officer.

The Contractor shall furnish all labor, equipment, weapons and ammunition. All equipment purchased by the Contractor will remain as Contractor Furnished Equipment (CFE). All personnel, equipment, vehicles, communications systems, safety equipment, supplies, and other resources shall be routinely trained and maintained in a state of readiness to perform the duties and responsibilities set forth in this PWS. The Contractor shall configure its resources such that there are no gaps in service. The Contractor shall be flexible enough to handle surges in support of additional security requirements, yet be prepared to support downsizing where needed, at the direction of the KO. The decision on downsizing services rests solely with the Government. The Contractor shall be responsible for execution of

downsizing at the direction of the Government, specifically written guidance provided by the Contracting Officer.

II. Compliance

The Contractor shall ensure that all contractor personnel and its subcontractor personnel at all tiers comply, at all times, with (i) all applicable DoD and/or DoS regulations, directives, instructions, policies, procedures, and other orders issued by DoD or DoS Commander or his/her representative; (ii) US, Host Nation, and international laws and regulations; and (iii) international agreements (e.g. treaties, conventions, protocols, Status of Forces Agreements, Host Nation Support Agreements, and Defense Technical Agreements) applicable to contractors supporting the US Armed Forces under the facts and circumstances in the ITO. The Contractor shall adhere to all OSC-I Policies, Procedures and Requirements, including sharing information and coordinating reviews with the Armed Contract Oversight Board (ACOB). In addition, the Contractor shall comply with Iraqi law and regulations, including following with traffic and not disturbing local driving patterns. The Contractor shall follow speed limits, unless mission and intelligence requires variations. The Contractor shall drive with the intent of sharing the road rather than owning the road. The Contractor shall also fully comply with the guidance listed below.

i. AR 190-14 Carrying of Firearms and Use of Force for Law Enforcement and Security Duties
ii. AR 190-56, The Army Civilian Police and Security Guard Program
iii. AR385-10, The Army Safety Program
iv. Army Field Manual 3-100.21 Contractors on the Battlefield
v. Army Regulation (AR) 385-40, Accident Reporting and Records
vi. CPA 17
vii. DA Form 3595-R
viii. DA Form 88-R
ix. DD Form 2760 - Qualification to Possess Firearms or Ammunition
x. DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM)
xi. DoDI 5525.11, Criminal Jurisdiction Over Civilians Employed By or Accompanying the Armed Forces Outside the United States, Certain Service Members, and Former Service Members
xii. DODI 2000.14, DoD Combating Terrorism Program Procedures
xiii. DODI 6055.4, DoD Traffic Safety Program
xiv. DODI 3020.41, Program Management of Acquisition and Operational Contract Support in Contingency Operations
xv. ENG FORM 3394
xvi. FM 3-19.12, Protective Services
xvii. FM 5-19 Composite Risk Management

xviii. FRAGO 272 - TO Task Force Dragon Operation Order (OPORD) 05-02
xix. Geneva Convention Relative to the Treatment of Prisoners of War, August 12, 1949 (see http://www.unhchr.ch/html/menu3/b/91.htm)
xx. Joint Travel Regulations
xxi. MEMORANDUM FOR US ARMY CONTRACTING OFFICE SUBJECT: Acknowledgements of Training, Responsibilities and Conditions for Authorization to Carry Weapons under Department of Defense Contract and. Authorization from United States Central Command (US CENTCOM)
xxii. Military Extraterritorial Jurisdiction Act (MEJA) (18 USC 3261-3267) of 2000
xxiii. MNF-I FRAGO 05-108
xxiv. MNF-I FRAGO 05-231
xxv. Training Circular (TC) 19-138, Civilian Law Enforcement and Security Officer Training
xxvi. DODI 3020.50, Private Security Contractors (PSCs) Operating in Contingency Operations
xxvii. DFARS 252.225-7040, Contractor Personnel Supporting a Force Deployed Outside the United States
xxviii. Class Deviation 2007-O0010, Contractor Personnel in the United States Central Command Area of Responsibility
xxix. USF-I OPORD 11-01, Operation New Dawn
xxx. US CENTCOM Message, USCENTCOM Policy and Delegation of Authority for Personnel Protection and Contract Security Service Arming of DoD Civilian Personnel and Contractors for Iraq and Afghanistan, dated 23 Dec 2005
xxxi. US CENTCOM Message, Modification to USCENTCOM Civilian and Contractor Arming Policy and Delegation of Authority for Iraq and Afghanistan, dated 07 Nov 2006
xxxii. USCENTCOM Message, Modification 3 to USCENTCOM Civilian and Contractor Arming Policy and Delegation of Authority in Iraq and Afghanistan, dated 09 Jun 2009
xxxiii. Convention Respecting the Laws and Customs of War on Land (Hague IV) and its Annex: Regulation Concerning the Laws and Customs of War on Land, 18 Oct 1907
xxxiv. Allied Joint Publication (AJP) 2.3 Allied Joint Doctrine for Human Intelligence
xxxv. (HUMINT), July 2008
xxxvi. AJP 2.5 Handling of Captured Personnel, Equipment and Documents, Sep 2001
xxxvii. Executive Order 12333, United States Intelligence Activities (as amended), 30 Jul 2008

xxxviii. 18 United States Code, Sections 2340-2340B (Implementing the Convention Against Torture)
xxxix. United Sates Code, section 2441, War Crime Act of 1996
xl. C.F.R. Pt 46 Protection of Human Subjects
xli. Pub L. No. 95-511 Foreign Intelligence Surveillance Act
xlii. DoD Directive 2310.01E DoD Detainee Program, 05 Sep 2006
xliii. DoD Directive 2310.1 DoD Program for Enemy Prisoners of War (EPOW) and Other Detainees (Short Title: DoD Enemy PW Detainee Program), 18 Aug 1994
xliv. DoDI 2030.37, Continuation of Essential Contractor Services During Crises,16 Nov 1990
xlv. DoDI 5210.84 Security of DoD Personnel at US Missions Abroad
xlvi. DoD Directive 52.40.01 DoD Intelligence Activities, 27 Aug 2007
xlvii. DoD Regulation 5240-1 Procedures Governing Activities of DoD Intelligence Components that Affect United States Persons, Dec 1982
xlviii. DoD 5252.5 DoD Cooperation with Civilian Law Enforcement Officials, 15 Jan 1986
xlix. DoD Directive 8521.01E DoD Biometrics, 21 Feb 2008
l. Physical Security of Arms, Ammunition and Explosives, 12 Feb 1998
li. AR 190-13, The Army Physical Security Program, 30 Sep 1993
lii. AR 190-14, Carrying of Firearms and Use of Force for Law Enforcement and Security Duties, 12 March 1993
liii. AR 190-22 Searches, Seizures, and Disposition of Property, 1 Jan 1983
liii. AR 190-40 Serious Incident Report, 6 Sep 2006
liv. AR 190-47 The Army Corrections System, 15 Aug 1996
lv. AR 195-5 Evidence Procedures, 28 Aug 1992
lvi. AR 380-5 Department of the Army Information Security, 31 Sep 2000
lvi. AR 380-67 Personnel Security Program, 9 Sep 1988
lvii. FM 3-19.1 Military Police Operations, 22 Mar 2001
lviii. FM 3-19.4 Military Police Leader's Handbook, 4 Mar 2002
lix. FM 3-19.30 Physical Security 8 Jan 2001
lx. FM 3-19.40 Military Police Internment/Resettlement Operations, 1 Aug 2001
lxi. FM 27-10 The Law of Land Warfare, 18 Jul 1965
lxii. USCENTCOM General Order 1B, 13 Mar 2006
lxiii. USCENTCOM General Order 1B Prohibited Activities for US Department of Defense Personnel Present within United States Central Command (CENTCOM) Area of Responsibility (AOR), 13 Mar 2006
lxiv. MNF-I FRAGO 11-01, Operation New Dawn
lxv. USF-I Civilian Arming Program
lxvi. US CENTCOM Policy dated 23 Dec 2005
lxvii. Army Field Manual 3-100.21

lxviii. US Embassy Mission Policy 27
lxix. DOD Directive 1300.22
lxx. AR 190-11 Physical Security of Arms, Ammunition and Explosives

A. Citations and Fines

The contractor shall, in the performance of the contract, indemnify and hold harmless the US Government, DoD, DoS, OSC-I, the U.S. Army, and the Contracting Officer for any fines and penalties that are received or issued as a result of contractor's failure to comply with laws, code, or regulations; or International Standards unless such fines or penalties are incurred as a direct result of specific written instructions by the Contracting Officer. The contractor is responsible for informing the Contracting Officer of the potential violation. The US Government shall have the right to offset any such monies due. If in the conduct of contractor operations any citations are issued to the US Government due to Contractor non- compliance with any applicable host country laws, code, or regulations; or International Standard, the Contracting Officer shall deduct the fine from any monies due the Contractor. The Contractor is responsible to pay all fines due, when due, regardless of who is directly responsible for such costs.

B. Special Qualifications

Contractors performing work under this contract shall possess a Business License from the Iraq Ministry of Trade (MoT) for registration under Company Law, No. 21 of 1997, as amended by CPA Order 64. The Contractor shall also possess an Operating License from the Private Security Convoy (PSC) Registration and Vetting Office of the Iraq Ministry of Interior (MoI). Requirements for registering in Baghdad may be found at: http://www.iraqiinterior.com/PSCD/Pscd_index1.htm. The Contractor is responsible for ensuring their company and all employees possess all required licenses for performing private security services used in the execution of this contract.

All Contractor provided services shall be compliant with all current policies and procedures applicable to performance under this contract, to include the latest revision of, or superseding document to, MNF-I FRAGO 09-109, Overarching FRAGO For Requirements, Communications, Procedures, Responsibilities For Control, Coordination, Management And Oversight Of Armed Contractors / DoD Civilians And Private Security Companies (current version provided at Annex C). The Contractor shall generate, coordinate, process, and maintain the currency of the arming authorization for all armed Contractor personnel in accordance with the OSC-I Civilian Arming Program and DoDI 3020.50.

In accordance with Iraqi law, every private sector security contractor operating within Iraq must be registered and licensed with the Ministry of Trade (business license) and Ministry of Interior (operating license). All security guards must have a license to carry a weapon and these licenses shall be presented within 15 days of the signed modification to the Contracting Officer or authorized representative.

C. Arming Authority Documentation

Arming Authority is mandatory for all services performed under this contract that require the contractor to carry a weapon. Arming Authority shall be requested and approved prior to the Contractor providing armed security services. Personal weapons are not authorized under this contract. All arming requirements, weapons and ammunition utilized in support of this requirement shall be IAW this modification, Contract and any specific guidance. The Contractor and all subcontractors at all tiers that require Arming Approval shall provide to the Arming Approval Authority via the COR documentation (signed by employee and employer) for each employee who will see authorization to be armed under the contract as follows:

i. Weapons Qualification/Familiarization. All employees must meet the weapons qualification requirement on the requested weapon(s) established by any DoD or other US Government agency, Law of Armed Conflict (LOAC), Rules for the Use of Force (RUF), as defined in the US CENTCOM Policy, dated 23 Dec 2005, and distinction between the prescribed RUF and Rules of Engagement (ROE), which are applicable to US Military Forces solely.
ii. Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under US laws from possessing the required weapon or ammunition.
iii. Written acknowledgement by the individual of the completion of training requirements and the understanding of the conditions for the authorization to carry firearms. This document includes the acknowledgement of the distinctions between ROE applicable to military forces and RUF that control the use of weapons by DoD civilians, DoD Contractors and PSCs.
iv. Written acknowledgement signed by both the armed employee and by a representative of the Contractor that use of weapons could subject both the individual and the Contractor to US and Host Nation prosecution and civil liability.

v. A copy of the contract between the Contractor and the US Government that verifies the individual's employment and addresses the need to be armed.
vi. One copy of a business license from the Iraqi Ministry of Trade.
vii. One copy of a license to operate as a PSC (or a temporary license) from the Iraqi Ministry of Interior.
viii. Business and/or operating licenses from the Kurdistan Regional Governate Ministry of Interior

D. Communication Plan

The Contractor shall submit to the Contracting Officer and his/her representative (COR) a Communications Plan that, at a minimum, sets forth the following:

i. The Contractor's method of notifying Anham and DLA Troop Support Contracting Officer (KO) and COR for reporting where hostilities arise, or serious incidents have been observed.

ii. How relevant threat information will be shared between the Contractor security personnel and Anham/DLA Troop Support KO and COR.

E. Plan for Accomplishing Background Checks

Prior to requesting Arming Authority Approval, the Contractor shall submit to the KO and COR an acceptable plan for accomplishing background checks on all contractor and subcontractor employees who will be armed under this contract. The Contractor shall, at a minimum, perform the following:

i. Use one or more of the following sources when conducting the background check: Interpol, FBI, Country of Origin Criminal Records, Country of Origin US Embassy Information Request, CIA records, and/or any other records available.

ii. Verify with MOI and OSC-I that no employee has been barred from performing within Iraq.

iii. Contractor shall perform pre-employment record checks on all Contractor employees to include Local Nationals (LN) and Third Country Nationals (TCN). The Contractor shall submit all negative findings to the PCO prior to hiring an individual in question. The US Government reserves the right to conduct independent background/record checks on Contractor personnel and the US Government reserves the unilateral right to reject any proposed Contractor employee assigned to perform services against this contract. If negative or derogatory information is discovered subsequent to the hiring of a Contractor employee, the US

Government reserves the right to have that employee removed from performance of the contract at no cost.

iv. All LN and TCN will voluntarily submit to full biometric enrollment in accordance with theater biometric policies within 60 days of their arming request. While biometric collection and screening is voluntary, CORs will immediately notify the Arming Approval Authority of any individuals who do not meet this requirement and any arming authorization will be revoked until all requirements are met.

v. Contractor shall not hire any person whose employment would result in a violation of the Standards of Ethical Conduct for Employees of the Executive Branch, 5 C.F.R. Part 2635.

vi. The Contractor shall ensure personnel meet US Government security requirements in accordance with AR 380-67, Department of the Army Personnel Security Program, paragraph 1-310 and AR 190-56, Army Civilian Policy and Security Guard Program.

vii. Any person performing contract guard functions shall have been the subject of a favorably adjudicated NAC by DISCO prior to such assignment to any security duties in accordance with AR 190-56.

viii. The Contractor shall conduct background checks on all applicants for employment in accordance with, and meet the requirements of AR 190-11, Chapter 2. The results of these background checks shall be made available to the Government for review upon request.

ix. Personnel assigned to security responsibilities on military installations in the United States and its territories or US Citizens assigned to such duties overseas, will be subject to 1 of the following investigations and periodic reinvestigations as set forth in DoD 5200.2-R: Contractor personnel (including subcontractors); National agency check, local agency check, credit check.

x. Contract Security Guards not required to have security clearances will undergo a National Agency Check and Inquiries (NACI). Results of the NACI will be furnished to the Contracting Officer. The costs of all such checks and inquiries will be the responsibility of the Contractor.

xi. Contractor personnel accessing IT systems or acting in an IT related position shall have a favorable completion of a National Agency Check (NAC), current within 180 days, and an initiation of a Single Scope Background Investigation (SSBI) and favorable review of SF 85P (Questionnaire for Public Trust Positions), SF 86 (Questionnaire for National Security Positions) and Supplemental Questionnaire.

xii. In conforming to the above requirements, the contractor shall also abide by the requirements below.

F. Weapons

The contractor must have Arming Authority for the possession of firearms. Whether contractor personnel will be permitted to carry a government approved weapon for self-defense purposes in the Area of Responsibility (AOR) is at the discretion of the AOR Commander. When accepted, the contractor employee is responsible for using the weapon in accordance with the applicable rules governing the use of force. The contractor employee must be aware that they may incur civil and/or criminal liability, both under host nation law or U.S. criminal and civil law, for improper or illegal use of the weapons. Unless otherwise stated in the Modification, the US Government will not provide any weapons or ammunition to Contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under this contract, as Contractor Furnished Equipment. The Contractor and its subcontractor at al tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of this contract. Personal weapons are not authorized under this contract. All arming requirements, weapons and ammunition utilized in support of this requirement shall be IAW this PWS, Contract and any Modification specific guidance.

Unless the DCDR USCENTCOM (or a designee) expressly provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to US Government approved weapons and ammunition. Notwithstanding Host Nation Laws or regulations that would allow use of heavier weapons by contract security, the Contractor must have weapons approved by DCDR USCENTCOM (or a designee) before use. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the US Government for use within Iraq:

i. The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47)

ii. The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.

iii. Crew served weapons/RPKs

iv. US Government ball ammunition is the standard approved ammunition. Any change in the standard of ammunition approved will be defined at the Modification level.

v. Contractor performing requirements in support of Gulf Region District or Middle East District are authorized to use: Glock 17/19 9mm Pistol; M4 5.56mm Assault Rifle; Minimi 5.56mm Light Machine Gun; 16mm Mini Flares; 5.56mm Ball, Tracer and Link Ammunition; 7.62mm Short and Long Ball and Link Ammunition; and 9mm Ammunition.

G. Requirements for Individual Weapons Possession

All employees of the contractor and its subcontractors at all tiers who are authorized to be armed under this contract must:

i. Possess only those US Government approved weapons and ammunition for which they are qualified under the training requirements and subsequently authorized to carry.

ii. Carry weapons only when on duty or at a specific post.

iii. Not conceal any weapons, unless specifically authorized.

iv. Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer.

v. IAW USCENTCOM General Order #1, consumption of alcohol in Iraq is prohibited. In the event of a suspension or an exception to General Order #1, employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period when they will be armed. There are no circumstances under which a Contractor employee will be authorized to consume any alcoholic beverage when armed for CET duty.

If any weapons are provided as Government Furnished, prior to, the government will provide contractor employees with weapons familiarization training commensurate to training provided to DoD civilian employees. The OSC-I Commander is responsible to ensure that armed contractors receive training in

the rules of engagement, the rules governing the use of force, and the law of war. The contractor shall ensure that its employees adhere to all guidance and orders issued by the OSC-I Commander or his/her representative regarding possession, use, safety and accountability of weapons and ammunition. In the event the Government issues the weapons and ammunition upon redeployment or notification by the Government, the contractor shall ensure that all government issued weapons and ammunition are returned to Government control. Contractors shall screen employees, and subcontractors, to ensure that employees may be issued a weapon in accordance with U.S. or applicable host nation laws. Evidence of screening will be presented to the KO.

The contractor shall maintain arming authority and submit an arming packet to the Civilian Arming Program OSC-I ACOD Office for approval to carry weapons in accordance with USF-I FRAGO 11-01.

H. Law of Armed Conflict (LOAC) and Rules for the Use of Force (RUF)

The Contractor personnel will be trained regarding LOAC and RUF as specified by OSC-I or designated representative. The Contractor will obtain a signed written acknowledgement from each of their employees authorized to bear weapons that they have been briefed on LOAC, RUF and the differences between rules of engagement (ROE) and RUF, namely that RUF controls the use of weapons by Contractors employed by the United States Government and that the Contractor may NOT use ROE at any time for use of force decisions. LOAC and RUF training will be documented as specified by the Contracting Officer or designated representative. The Contractor shall brief RUF to all shift employees at every shift and shall provide refresher LOAC training to its employees every six months. In particular, LOAC training will include restrictions on firing on persons who have surrendered or are out of combat due to wounds/injuries. Also, such training will discuss requirement to render first aid to the best of the Contractor's ability and contact medical response units to obtain medical care for wounded, safety permitting. The Contractor shall train Contractor employees on requirement to report all escalation of force incidents pursuant to the most current OSC-I orders. The Contractor shall train all employees under this contract that they shall comply with the provisions of the Geneva Convention Relative to the Treatment of Prisoners of War, August 12, 1949 (see http://www.unhchr.ch/html/menu3/b/91.htm). A copy of the Geneva Convention Relative to the Treatment of Prisoners of War, August 12, 1949 must be given to all employees authorized to carry weapons on this contract at any tier.

In addition to the RUF and ROE training, the Contractor and its subcontractor at all tiers shall monitor and report all activities of its armed employees that may

violate RUF and/or otherwise trigger reporting requirements as serious incidents. Violations of the RUF include, but not limited to:

i.Take a direct part in hostilities or combat actions, other than to exercise self-defense.

ii.Failing to cooperate with Coalition or Host Nation forces.

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

iv.Failing to use a graduated force approach.

v.Failing to treat the local civilians with humanity or respect.

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

I. Signature of Acknowledgement

Contractors shall maintain records of Signature of Acknowledgement from all persons authorized to carry a weapon. Statement will read: "I understand the Rules for the Use of Force (RUF), the difference between the RUF and the Rules of Engagement (ROE), of the Law of Armed Conflict (LOAC), and that the use of a firearm creates a potential for criminal and/or civil liability under US/Host nation laws".

J. Lautenberg Amendment and Possession of Firearms

All Contractor personnel employed under this contract must meet the reliability factors outlined in AR 190-56: The Army Civilian Police and Security guard Program (refer to Chapter 3, Individual Reliability Program). All Contractor personnel supporting this task must be legally authorized to carry, possess, train with, and employ firearms and ammunition. The Lautenberg Amendment prohibits any person convicted of a crime of domestic violence from possessing firearms. No individual convicted of a felony crime will be employed under this contract. The Contractor is responsible to conduct the appropriate criminal and financial background checks (refer to AR 190-56, Chapters 2 and 3) to ensure all employees meet the legal requirements to perform as security guards.

K. Required Training and Documentation

The Contractor shall not be permitted to carry weapons until required acknowledgement forms and information are received, found acceptable by OSC-I ACOD Office, and arming authorization is granted by OSC-I. Contractor will provide required training, documentation and acknowledgements for each employee subsequently hired after the modification within fifteen days of their

arrival in Iraq to the KO or designated representative, unless otherwise agreed by the KO.

Failure to successfully retrain an employee who has been properly authorized to be armed under this contract within 12 months of the last training date will constitute a lapse in the employee's authorization to possess and carry a weapon. All unauthorized employees will immediately surrender their weapon and authorization letter to the Contractor and will remain unarmed until such time as they are retrained and newly approved by the Arming Authority. Additionally, the Arming Authority's authorization letter is valid for a maximum of 12 months from the date of the prior letter (unless authorization is earlier invalidated by a lapse in training).

A favorable fitness determination for deployable employees must be made prior to deployment. Contractor personnel who deploy for multiple tours, for more than 12 months total, must be re-evaluated annually for fitness to deploy. An examination will remain valid for 15 months from the date of the physical.

L. Weapons Training

The Contractor shall provide individual weapons qualification training for all employees assigned weapons under this contract to include battle-sight zero. Training will be accomplished to U.S. Army weapons qualification standards for U.S. type weapons. For Non U.S weapons, the Contractor is to submit qualification requirements for approval to the OSC-I or designated representative. Weapons training will be documented on a weapons qualification forms DA Form 88-R and DA Form 3595-R and placed into the employee's training record. Unsatisfactory employee qualification results shall be reported to the KO. Training will be conducted on a repetitive basis at least monthly.

M. Live Fire Training

Contractors must follow local command procedures and coordination requirements when utilizing and/or operating a live fire range in Iraq. Range information and questions should be addressed to OSC-I for scheduling routine weapons training for security personnel.

N. Retention and Review of Records

The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the KO or COR at no additional cost to the Government, within 72 hours of request.

III.SAFETY AND OCCUPATIONAL HEALTH PROGRAM

A. Implement Safety and Occupational Health Program

The Contractor shall implement a safety and occupational health program in accordance with AR 385-40, the Army Safety Program, Local/Host Nation Laws, CENTCOM, and OSC-I rules and regulations as applicable as well as a driver training program.

B. Accident Prevention Plan

Contractor shall submit a site specific Accident Prevention Plan (APP) IAW EM 385-1-1, Appendix A including site specific Activity Hazard Analysis (AHA) and Standard Operating Procedures (SOPs) for each definable feature of work or activity 15 days after the receipt of KO signed modification. The APP can reference tabbed information in the existing corporate or in country safety plans, SOPs, TTPs, etc.

IV. ACCIDENTS

A. Accident Reporting and Records

All accidents beyond first aid and property or equipment damage other than a combat loss as defined in Army Regulation (AR) 385-40, Accident Reporting and Records shall be reported to Anham and KO within 24 hours.

B. Recordable Accidents

Recordable accidents or property damage IAW AR 385-40 shall require the completion and submission of an Accident Investigation Report to the COR within 5 days.

C. Immediate (Incident) Reports

Any incident that appears to have any of the consequences listed below shall be immediately reported to Anham and the KO:

a. Fatality
b. Permanent totally disabling injury
c. Permanent partial disabling injury
d. Three or more persons admitted to a hospital
e. Property damage more than $10,000

D. Criminal Jurisdiction

The Contractor shall comply with all notification requirements of DoD Instruction 5525.11, Criminal Jurisdiction over Civilians Employed By or Accompanying the Armed Forces Outside the United States, Certain Service

Members, and Former Service Members. The Contractor and Anham shall maintain a copy of each employee's written acknowledgement of receipt of the notification and shall provide the same upon request to the KO. Questions concerning the applicability of this provision should be directed to OSC-I.

E. Prosecution of Criminal Acts

The contractor is required to educate their employees regarding the penalties and prosecution of criminal acts in the theater of operation. Employees shall be informed that under the "Military Extraterritorial Jurisdiction Act" (MEJA) (18 USC 3261 -3267), persons employed by or accompanying the U.S. Armed Forces outside the United States are potentially subject to prosecution for certain criminal acts, including such acts occurring outside the United States. MEJA applies only to those crimes punishable by imprisonment for more than one year if committed within United States jurisdiction. In the Iraqi theater, MEJA may be used to prosecute individuals who are employed by or accompany the U.S. Armed Forces, including all sub-Contractors at any tier, with the exception of persons ordinarily residing in Iraq or Iraqi Nationals. The law also applies to individuals accompanying a Contractor for the U.S. armed forces, which may include a dependent of a DOD Contractor or sub -Contractor employee. This law authorizes DOD law enforcement personnel to arrest suspected offenders in accordance with applicable international agreements and specifies procedures for the removal of accused individuals to the US. It also authorizes pretrial detention and the appointment of counsel for accused individuals. See Army Field Manual 3-100.21, Contractors on the Battlefield and DoD Instruction 5525.11, Criminal Jurisdiction Over Civilians Employed By or Accompanying the Armed Forces Outside the United States, Certain Service Members, and Former Service Members.

V. SECURITY

A. Facilities Security Clearance

A DD Form 254 Contract Security Classification Specification is required to be held by the contractor. The Contractor shall have and maintain a U.S. SECRET facilities clearance (or SECRET facilities clearance from a U.S. recognized NATO country). The contractor must use an approved Facilities Security Officer (FSO) to facilitate/validate security clearances for personnel requiring a clearance. Clearances for US contractors must be facilitated by a FSO recognized by the US Department of Defense Central Clearance Facility (CCF). Clearances for personnel from other countries must be facilitated by a similar FSO recognized by the official military/defense agency in the respective country, and approved by the US Government prior to implementation.

B. Information Protection

The Contractor shall prevent unauthorized release of sensitive and/or classified information in accordance with communications security (COMSEC) and operations security (OPSEC), and information system security (INFOSYSEC) by all employees.

C. Release Approval

Anham and/or the Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document, etc.), pertaining to any part of this contract or any program related to this modification, unless the KO provides prior written approval or if the information is otherwise in the public domain before the date of release. Request for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. Anham or the Contractor shall submit its request to the KO at least 45 days prior to the proposed date for the release. Anham and the Contractor agree to include a similar requirement in each for any and all subcontractors under this modification. Subcontractors shall submit requests for authorization to release through Anham to the KO.

D. Operational Security

The Contractor shall establish, maintain and execute a vigilant Operations Security (OPSEC) Program to include, but not limited to, receipt, accountability, safeguard, destruction, and investigation of any operational information.

E. INFOSYSSEC Security

The Contractor shall establish, maintain and execute a vigilant information system security (INFOSYSSEC) Program to include, but not limited to, receipt, accountability, safeguard, destruction, and investigation of any computer security, internet security, network security, information security, security, computer, network, information, hacking, hacker, exploits, and vulnerabilities.

F. Data Use, Disclosure or Information, and Handling of Sensitive Information

The Contractor shall maintain, transmit, retain in strictest confidence, and prevent the unauthorized duplication, use and disclosure of information. The Contractor shall provide information only to employees, the Contractor and subcontractors having a need to know such information in the performance of their duties under this contract. Information made available to the Contractor by the Government for the performance and administration of this effort shall be used only for those purposes and shall not be used in another way without the written agreement of the KO.

VI. MANAGEMENT

A. Management Plan

The Contractor shall develop a detailed management plan that describes the Contractor's policies and procedures with regard to planning, organizing, staffing, directing, and controlling the performance of the contract, to include effective management methods and strategies, as well as cost effective management methods that provide the flexibility needed to effectively manage the US Government's requirements. The Contractor shall articulate in written format, internal and external management processes that directly relate to the PWS. At a minimum the plan shall address: contract administration; Government compliance; health, safety and environmental; human resources; program management; procurement and supply management; project controls; property controls; and security (physical, communication, operational, force protection). The Contractor's management plan shall also include their plan to provide a bi-monthly manning document, deliverable to the COR, that discusses current manning levels and incoming personnel.

VII. PERSONNEL

A. Objective

The Contractor shall provide a work force possessing the skills, knowledge, training, equipment and certifications required to satisfactorily perform the services required for this contract. Documentation establishing and/or showing evidence that employee(s) possess the certifications, qualifications, and background checks required by contract must be presented to Anham, the OSC-I ACOD Office or designated representative prior to beginning duties. Contractor personnel will not have been convicted of any felony. Personnel may not have been declared incompetent by reason of mental defect by any court of competent jurisdiction. Personnel may not be suffering from habitual drunkenness or from narcotics addiction or dependence as evidenced by a recognized drug/alcohol testing procedure or possession of unauthorized substances or paraphernalia. All Contractor and subcontractor personnel under this contract must abide by General Order Number 1B and other policies which apply to Contractor personnel.

B. Availability

The Contractor shall configure its resources such that no gaps in services occur resulting from leaves of absences and availability of physical resources such as weapons, vehicles and communication equipment.

C. Personnel Files

Anham and the Contractor shall maintain administrative files, which shall at a minimum include personnel records (including dental and medical), investigation records, and training records on all employees working under this contract. The KO or designated personnel shall be authorized to examine the Contractor's administrative files. Anham, KO or designated representative shall be authorized to examine or request a copy at no cost.

D. Personal Attributes

All Contractor personnel shall be a minimum age of 21 and not have a criminal record. Nor shall any Contractor personnel have an existing warrant for any crimes. Contractor personnel can be US Citizens, Third Country Nationals, or Local National (Iraqi) citizens. The U.S. Government (USG) encourages the Contractor to support the Local National Socioeconomic Program. At a minimum, no Contractor personnel shall be affiliated with associations, elements, groups, organizations, and/or programs that seek to undermine the legitimacy and initiatives of the GoI and USG. All Contractor personnel shall be medically screened to ensure that they do not possess an existing health condition that would result in them being unable to perform their assigned duties.

E. Language Requirement

Contractor shall employ only persons able to speak, read, write and understand English for those positions requiring them to interact with clients and other government personnel, and/or where English is used or essential to provide product, or record data, information or service.

F. Contract Manager

The Contract Manager provides contractual interface between the Contractor, Anham, DLA Troop Support and the Government of Iraq and any designee. The Contract Manager provides expertise and coordination of modification compliance. The Contract Manager will identify and develop solutions to any contractual issues and implement approved solutions in coordination with the government. The Contract Manager attends all meetings addressing the contract and travels throughout Iraq as required in performance of his duties.

VIII. HOURS OF OPERATION

The Contractor may be required to perform 24 hours per day, seven days per week, 365 days per year to include all holidays. Working hours will correspond with the supported unit's mission requirements. The Contractor must at all times maintain an adequate

work force to ensure uninterrupted performance of all tasks defined within this modification.

IX. PERIOD OF PERFORMANCE

The contract shall become effective on the date of award and shall be for one Base Year and four, one year option periods of performance, to be exercised in semiannual or annual increments.

X. TRANSITION

The contractor shall have obtained at time of modification and before performance begins and shall maintain up-to-date as necessary:

i. All GoI required permits and/or certifications for personnel, including identification cards, arming authority, and weapons cards;

ii. All GoI required permits and/or certifications for vehicles, including licensing and registrations;

XI. MOBILIZATION / DEMOBILIZATION

A. Operational Capability

Contractor shall be 100% operational NLT June 28, 2012.

B. Exit from Iraq

The prime contractor shall follow the exit guidance issued by the United States (U.S.) Embassy Baghdad, including U.S. Embassy Mission Policy 27, and shall ensure subcontractor(s) at all tiers also follow the exit procedures. Anham is responsible to remain cognizant of Iraqi laws regarding exit from Iraq. Currently, all foreigners traveling out of Iraqi airports via commercial air transportation must have exit visas. Department of Defense, U.S. Forces-Iraq, Letters of Authorization (LOAs), and/or Embassy Badges are no longer the accepted means of exiting Iraq. All U.S. citizens and foreign national contractors must obtain an Iraqi exit sticker before departing the country. The exit sticker may be obtained from selected police stations or Ministry of Interior (MOI) offices. It is Anham's responsibility to ensure that the most recent exit procedures are followed and to ensure that subcontractor(s) at all tiers are in compliance with exit procedures. Assistance for this procedure may be obtained by e-mailing baghdadregmgt@state.gov or phone 240-553-0581, ext 2782 or ext 2092.

C. Synchronized Pre-deployment Operational Tracker (SPOT)

Anhan is responsible to enter, edit, and seek approval from the KO for all personnel in a timely manner at all tiers.

D. Accountability of Prime and Subcontractor Personnel

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

The Government will utilize all available contracting remedies to guarantee compliance with demobilization requirements. Such actions include, but are not limited to withholding payment, issuing a cure notice, issuing a negative Contractor Performance Assessment Reporting System (CPARS) evaluation, reduction of award fee, debarment, reimbursement of U.S. Government expenses, and/or any other legal remedy available to a contracting officer. The USG reserves the right to withhold payment from Anham not in compliance with the above procedures included herein. Additionally, the Contracting Officer shall document all unresolved contractor compliance issues in CPARS, which shall have an adverse past performance affect on future contracts with the USG, anywhere in the world.

XII. LIFE SUPPORT / SUSTAINMENT

All life support and logistical support will be Contractor Furnished, with the responsibility of securing real estate, facilities for offices and billeting, and motor pool residing with the Contractor.

A. Cell Phones and Internet

The US Government will not pay for rent, lease, purchase or sustainment of personal cell phones. US Government cell phones will be provided on an as available and as required basis to perform official US Government business only. The US Government will not provide internet services to the Contractor office buildings, unless specifically authorized at the Modification level.

B. Medical Care

Subsistence and Acute Medical/Dental Services will be provided in accordance with local Clause 952.225-003 – FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (MAR 2009). At its discretion, the

US Government may provide medical care on a cost reimbursable basis. Medical care includes emergency medical and dental care commensurate with the care provided to Department of Defense civilians deployed in the theater of operations. This does not include local nationals under normal circumstances. Departing civilian contractor personnel shall carry with them a minimum of a 90-day supply of medication they require.

C. Mortuary Affairs

Contractor personnel who die in support of U.S. forces will be taken care of in accordance with DFARS 252.225-7040 and DOD Directive 1300.22.

D. Government Furnished Fuel

The US Government may provide fuel to the contractor for the performance of this modification. Fuel for the contractor vehicles shall be limited to actual consumption in the performance in modification requirements. Anham and the contractor shall provide: (1) a list of vehicles (Light Armored Vehicle (LAV), and NTV) that will be used during the performance of the contract period to include year, make, model, and license plate number; and (2) the estimated monthly fuel usage, and fuel tank capacity for each vehicle to KO and the COR. The contractor shall report changes to the contractor's vehicle fleet (additions, removals, or substitutions) to the KO/COR within 10 days of the change.

E. Reporting Requirements

Anham and the Contractor shall provide a Vehicle Fuel Report: Not later than the 10th day of each month, the contractor shall provide actual fuel consumption for contractor-owned vehicles for the previous month to the KO and COR. The reports shall include:

i. a list of vehicles that used fuel during the month to include year, make, model, fuel type and license plate number;
ii. the actual number of gallons per vehicle used during the month; and,
iii. the date fuel was received for each vehicle during the month.

F. Prohibited uses of US Government fuel: (1) use for purposes other than executing requirements of the contract (or US Government contracts); (2) use of fuel in excess of what is needed to execute the requirements of the contract (or US Government contracts); and (3) resale, exchange, or transfer. If the contractor knowingly engages in any prohibited use of fuel, the contractor is liable to the US Government for the value of any US Government fuel beyond contract requirements and may be subject to contract termination for cause. If the contract

is terminated for cause, the termination will impact future business between the terminated contractor and the US Government.

XIII. ITV SOFTWARE

Anahm shall integrate security movements into their Intransit Visability Requirements.

XIV. GENERAL CONTRACTOR FURNISHED ITEMS AND SERVICES

A. GENERAL

The contractor shall furnish everything required to perform this modification. The equipment required to perform the services will remain Contractor Furnished Equipment (CFE); the US Government will not take possession as GFE upon purchase.

B. COMPLIANCE

The Contractor shall ensure that required items are acquired in accordance with all current applicable national and international laws and regulations. All property acquired by the Contractor for the performance of this effort, shall be considered Contractor Furnished Equipment. The Contractor shall hold title to that property. The Contractor shall be responsible disposition for all Contractor Furnished Equipment until this modification is modified.

C. UNIFORMS

The contractor may choose to designate a company uniform, but the government does not require it and will not reimburse the contractor. There is no USG "dress code", however, inappropriate attire as determined by Anham will not be permitted. The Contractor shall provide all personnel, personal protective equipment (IBA) and gear, uniforms (NOMEX suite and gloves or equivalent for PSD, CET, CET members only). PSD's are required to wear professional attire. Logo t-shirts are prohibited unless part of a company's issued uniform.

D. PERSONNEL IDENTIFICATION

The Contractor shall furnish an identification badge (ID) to each employee, which shall include as a minimum, a recent photograph, name, and name of the Contractor.

E. MARKING AND STORAGE

Any property that the contractor provides shall be clearly identified as contractor owned property, labeled or marked accordingly, prior to its use at the contract work site and shall be kept separate from Anham owned property. All identifications and/or markings shall be approved for use by the COR prior to use; to include any company logos on CFE that can be visually seen by the USG

or Host Nation. Contractor owned property and USG owned property shall not be commingled without the express written consent of the Contracting Officer or the Property Administrator.

F. NON-TACTICAL VEHICLES (NTVs)

The contractor shall furnish all NTVs required to perform this PWS. The Contractor will also be responsible to provide maintenance on its NTVs. The Contractor shall maintain a Vehicle Acquisition, Operation, Maintenance and Recovery Plan that addresses vehicle registration, licensing, permit requirements, make and model of vehicles, and type of maintenance performed. Anham and the Contracting Officer and/or authorized representative shall have the right to inspect vehicles and maintenance work. Vehicles used by the Contractor and subcontractor personnel while performing services under this contract shall not be painted or marked to resemble US/Coalition or host nation military and police force vehicles. The Contractor shall be responsible for registering all vehicles used in performance of this contract with the Iraq Ministry of Interior.

G. Master Vehicle List (MVL) Report:

The Contractor shall maintain and produce an MVL report as required per Modification by Anham and/or the KO. The Contractor will submit the MVL to Anham weekly. The KO shall approve the contents and format of the MVL. The MVL will include at a minimum the following information:

a. Location
b. Supported Team or Capability
c. Vehicle Make
d. Model
e. VIN
f. Mission Capability status
g. Services
h. Inspections
i. Repairs
j. Work Orders
k. Date and odometer reading of last service
l. Date and odometer reading of last inspection

H. LIGHT ARMORED VEHICLES (LAVs)

i. Specifications

All LAVs will be diesel powered and equipped with two spare run flats. The Contractor shall supply four door SUV style 2007 or newer LAVs of a make and model with four wheel drive. The contractor shall provide LAVs with protection in accordance with National Institute of Justice (NIJ) Level 3 (B6) protection (this shall include at a minimum: armored against land mines, non-flattening tires, and complete cabinet protection against 7.62x51mm lead core steel jacket bullets). The LAVs should also provide Side Blast Protection. Upon delivery the Contractor shall provide the B6 documentation for each vehicle to the Government. The Contractor should also provide fully mission capable and in good mechanical condition. All four door LAVs shall be provided with the following equipment at a minimum:

a. Fire Extinguisher
b. All terrain flat free steel (or equal) belted radial tires or fun flat inserts for LAVs
c. Commercial/heavy duty factory installed heating/cooling system
d. Side view mirrors
e. Seat belts
f. Ballistic glass on all windows
g. Equipped with two spare run flat tires

ii. Tire Load Index

The load index refers to the load-carrying capacity of a tire, or how much weight a tire can support. For example, if a tire has a load index of 80, it can support 1,279 pounds at a maximum air pressure. Multiply that by four (4 x 1.279 = 5,116 pounds) to get the maximum load carrying capacity. It is not recommended to install tires with a lower load index than what came on your car from the factory. Past experience indicates a minimum load carrying capacity of a tire range of: Load Index: 123, Load (lbs): 3,417. The Tire Load Index shall be in accordance with http://www.flashoffroad.com/features/Tires/loadrating.html

iii. Run Flat Inserts for LAVs.

Run flat inserts will have the same load capacity as inserts. As an example, a LAV having a load bearing weight of 3,400 lbs on each axle will be equipped with 3,400 lbs run flat inserts.

iv. In transit Visibility:

Anham and the Contractor shall provide In Transit Visibility (ITV) for all security (CET, SRT, CET and PSD) movements within Iraq. The system shall enable the US Government to track convoy and vehicle movement in order to monitor location and transport status of material, equipment and personnel in theater, through the points of entry and to final delivery points. ITV shall interface with Tapestry software as it does today.

v. **LAV Maintenance**
The Contractor shall conduct full vehicle service and inspection once per month minimum on all LAVs. The Contractor shall repair LAVs as required and in a timely manner so as to ensure availability of all CET teams at all times.

vi. **Catastrophic Loss**
Any loss is the sole responsibility of the Contractor.

I. Ammunition Storage
The Contractor is responsible for the safe and secure storage of ammunition that is not in use. Contractor will supply an adequate metal cabinet or similar storage device in which to store ammunition only. This storage device must have the ability to lock and be able to secure to building structure to prevent removal of storage device. Reference Army Regulations, AR 190-11 (Physical Security of Arms, Ammunition, and Explosives).

J. Weapons Storage
The Contractor is responsible for the safe and secure storage of all weapons that are not in use. Contractor will supply an adequate metal or similar storage device in which to store weapons only. This storage device must have the ability to lock and be able to secure to building structure to prevent removal of storage device. Weapons and ammunition cannot be stored in the same storage device.

XV. CONTRACTOR TASKS

A. Contractor Provided Equipment and Services
The Contractor shall provide all weapons, ammunition, LAVs, NTVs, life support, logistical support, personal protective equipment and gear, uniforms, communications equipment and ancillary equipment required to support this effort unless provided as GFE under this contract. The Contractor shall ensure that the aforementioned items are acquired in accordance with all applicable national and international laws and regulations.

Vehicles provided by the Contractor in support of providing transportation services for this contract shall remain the Contractor's property. The Government will not own or accept ownership of any vehicles furnished to it by the Contractor. The Contractor is to provide repair and maintenance services to their fleet of supporting LAVs.

The contractor shall provide all weapons and ammunition required to perform this requirement.

XVI. SPECIFIC TASKS

A. Convoy Escort Teams (CET)

The Contractor will provide CETs whose primary purpose is to provide security to military and civilian personnel during construction site visits. The CETs shall also transport military and civilian personnel conducting administrative, base to base, and official liaison missions. The Contractor security personnel shall provide 360 degrees of security, utilizing all assets in the team, for escorted personnel at all times during movement and at the mission location. Contractor services shall include all protective/defensive actions required to counter, deter, detect, and respond to threats to designated personnel through threat analysis, operations security (OPSEC), responsive communications, and integrated team support using armed vehicle escorts as necessary.
Each CET shall include at least one (1) trained in lifesaving skills, certified emergency trauma medic who will be responsible for providing first response medical care to all individuals in the convoy.

B. Duty Cycle

Unless otherwise stated, movements are conducted primarily in daylight hours, but in the case of long trips could start before light, and in the case of delays could end after dark. The Contractor shall be prepared to perform all services twenty-four (24) hours per day; seven (7) days per week.

C. Coordination Cells

Anham and the Contractor shall establish coordination cells to liaise with and report operational status to the Logistics Movement Cell (LMC) in Iraq, Anham (self-reporting) and DLA Troop Support to support mission scheduling, planning, and execution, and to manage the operational, logistical, communications and reporting requirements of the CETs. The coordination cells shall resolve any and all issues.

D. Deliverables

Anham shall provide a detailed planning summary that describes the concept of operations for contract implementation to DLA Troop Support within seven days of this modification. Contractor format is acceptable. This plan shall ensure proper continuation of CET services during any transfer of those services between contractors.

E. Weapons and Ammunition

Unless otherwise specified in this modification, weapons and ammunition will be provided by the Contractor. Contractor shall provide documentation to OSC-I ACOD Office and KO to include the serial number of each weapon and identification of the person to whom it is issued. Contractor employees are required to carry weapons authorization documentation in accordance with AR 190-14. For modifications issued in support of Department of State requirements, the Regional Security Office will issue all ammunition as GFE and hold final standard and type of ammunition approval.

The following Government-authorized weapons that may be provided for use:

Weapon Type/Security Type	TL	PSO	AT/FP	Guards
9mm	X	X	X	X
12 GA Shotgun; Tactical, 18"				X
M16A1/2 or M4	X	X	X	X
M249 SAW	X	X	X	
M240 Series (non 7.62mm)	X	X	X	
RPK and Minimi	X	X	X	

F. Security Program Manager (SPM)

Anham and the Contractor shall provide supervision and administration of security forces including scheduling of security force activities, prioritizing tasks and missions, developing work rotation schedules, providing liaison between the contract security force and command/staff elements identified in the modification; keeping senior staff aware of the situation; and providing administrative support and oversight for all contract security personnel. Anham should have the authority to make technical decisions and commit resources for the Contractor.

G. Government Furnished Property, Equipment and Services Unique to Convoy Security

There is no Government provided Property, Equipment or Services for Convoy Security requirements.

H. Contractor Furnished Equipment

Anham and the Contractor shall provide all equipment and services required to perform this requirement.

I. Delivery Support Locations

The contractor shall escort convoys to any location within Iraq as required.

J. Life Support

Contractor will provide all life support including billeting, food (meals), water and electricity for CET teams.

K. Cargo Accountability

The contractor shall ensure the safe delivery and accountability of all Anham assets and cargo. The contractor shall ensure all Anham cargo and trucking assets are escorted and secured onto designated delivery points within Iraq.

L. Personnel/Equipment Replacement Standards

The contractor shall provide manpower and equipment to support the ordered number of CETs, seven (7) days a week, 24 hours a day. In the event of personnel or equipment losses, the contractor will have to replace personnel and/or equipment that are rendered unavailable for any reason.

M. Government Inspection

Anahm and the DLA Troop Support KO, COR and/or his/her representative shall have the right to inspect vehicles and maintenance work.

XVII. INSPECTION AND ACCEPTANCE CRITERIA

A. Quality Control

Anham and the contractor shall develop and maintain an effective quality control program and plan to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent and ensure non-recurrence of defective services. The contractor's quality control program is the means by which they assure themselves that work complies with the requirement of the contract. At a minimum, the contractor shall develop quality control procedures that address the areas identified in the Performance Requirements Summary. After acceptance of the quality control plan the contractor shall receive the Contracting Officer's acceptance in writing of any proposed change.

B. Quality Assurance

DLA Troop Support and the Government shall evaluate the contractor's performance under this modification in accordance with a new element which will be listed in the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s). The Contractor shall be responsible for quality, technical, logistical, and financial accuracy, and coordination of all aspects of performance. A modified QASP will be forth coming.

C. Government Remedies

The KO shall follow FAR 52.212-4, "Contract Terms and Conditions-Commercial Items" or 52.246-4, "Inspection of Services – Fixed Price" for contractor's failure to perform satisfactory services or failure to correct non-conforming services.

D. Access to Procedures, Records, Data, and Facilities

The CET Contractor shall allow Anham, the DLA KO and/or the COR access, at any reasonable time, the right to examine all facilities, records and data to include any of the Contractor's books, documents, papers, or other records related to this modification at any time. The Contractor shall maintain a file of all inspections and tests conducted by the Contractor to include a record of any corrective actions taken. This file will be subject to USG review during the life of this modification at any time. The file shall be the property of the USG and shall be turned over to the USG upon completion or termination of the contract.

XVIII. REPORTING REQUIREMENTS

A. Deliverables:

The contractor will be required to submit the deliverables set forth herein. The deliverables set forth herein are minimum requirements.

B. Quarterly Reporting

Anham and the Contractor will report quarterly (i.e. NLT 01 Jan, 01 Apr, 01 Jul, and 01 Oct for each quarter of the calendar year) to the KO, or to any other organization designee as authorized by the KO, the following information under this contract:

i. The total number of armed civilians and contractors.

ii. The names and contact information of all subcontracts at all tiers.

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

C. Armed Personnel Incident Reports (Sep 2010):

The Contractor and the subcontractor at all tiers in the OSC-I and DoS Theater of Operations shall comply with and shall comply with all applicable orders, directives, and instructions issued by the respective OSC-I Commanders and DoS relating to force protection and safety.

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

Requirements for Proposal Submission

Deliverable	Proposal	Required Submission Date	Frequency	Medium	Submit To
Business License from the Iraq Ministry of Trade (MoT) for registration under Company Law, No. 21 of 1997, as amended by CPA Order 64.	Proposal	Submission of Proposal	Updates as required	Electronic	Contracting Officer
Operating License from the PSC Registration and Vetting Office of the Iraq Ministry of Interior (MoI).	Proposal	Submission of Proposal	Updates as required	Electronic	Contracting Officer
Business/Operating License from the Kurdistan Regional Governate Ministry of Interior	Proposal	Submission of Proposal	Updates as required	Electronic	Contracting Officer
Management Plan	Proposal	Submission of Proposal	Updates as required by Anham or KO	Electronic	Contracting Officer
Quality Control Plan (QCP)	Proposal	Submission of Proposal	Updates as required	Electronic	Contracting Officer

Deliverable	Proposal	Required Submission Date	Frequency	Medium	Submit To
Facilities Security Clearance	Proposal	Submission of Proposal	Updates as required (e.g., expiration, new personnel)	Electronic	Contracting Officer
Personal Security Clearance – Key Personnel	Proposal	Submission of Proposal	Updates as required (e.g., expiration, new personnel)	Electronic	Contracting Officer
Resumes for all Key Personnel	Proposal	Submission of Proposal	As required if key personnel change	Electronic	Contracting Officer
Communication Plan	Proposal	Initial Plan submitted with Proposal	As required by Anham and KO	Electronic	Contracting Officer
Property Control Plan/System: Contractor's written Property Control Plan/System describing how CFE will be managed. If this Plan has been previously reviewed and approved by the Government a copy of the approval letter shall be included with the Plan when submitted.	Proposal	Initial Plan submitted with Proposal	As required by Anham and KO	Electronic	Contracting Officer
Communication Plan	Proposal	Submitted Proposal	As required by Anham and KO	Electronic	Contracting Officer
Daily Situation Report: The contractor shall provide a daily situation report to the Anham/Contracting Officer/COR and shall include at a minimum: a) Daily significant events and actions taken. b) Contractor shall provide a daily head count of all staff on mission and list names of all personnel. c) Vehicular Accountability The report format shall be developed by the contractor and the format approved by the KO.	Proposal	Begins NLT 1800 the day after full day of performance	Dail y	Electronic	Anham, COR, and KO

Deliverable	Proposal	Required Submission Date	Frequency	Medium	Submit To
Weekly Work Summary: The contractor shall provide a weekly work summary to the Anham/Contracting Officer/COR. Contractor's format is acceptable, however, at a minimum; the contractor shall highlight any incidents from the previous week with a full report citing the number of persons involved in the incident, what action was taken and if any collateral damage was sustained, and any equipment issues or requests. It may be required to report on a daily basis the number of men on vacation, number of personnel available for duty and any medical problems. Medical and training records will be immediately available upon request. **NOTE:** This Weekly Work Summary does not replace the Daily Situation Report	Proposal	The first week after full performance	Weekl y	Electronic	Anham, COR, and KO
Work Plan: the Contractor shall provide Anham/KO/COR with a written (electronic) detailed work plan to accomplish all of the work requirements as outlined, to include all necessary equipment purchases, subcontracts and operational issues associated with the contract, to the Contracting Officer's Representative (COR). The Contractor's TPM shall meet weekly with the COR to discuss potential problems, solutions, and ways to better meet the requirements of the government, as specified herein.	Proposal	Within two (2) days of modification	Monthly	Electronic	Anham, COR, and KO

ANHAM FZCO, LLC
SPM 300-10-D-3373
MODIFICATION P00030

Deliverable	Proposal	Required Submission Date	Frequency	Medium	Submit To
WEAPONS/AMMUNITION INVENTORY LIST: The contractor shall submit to the Anham/KO/COR an initial weapons/ammunition inventory list within five days after mobilization is complete and before performance begins. The weapons/ammunition inventory list shall break out weapons by both models and serial numbers. Additionally, the weapons/ammunition inventory list shall break out ammunition by quantity for each type. The contractor shall submit to Anham/KO/COR, within 48 hours, any updates to the weapons/ammunition inventory list as changes occur.	Proposal	First Report NLT 5 days after modification. As required within 48 hours of any updates/changes to the weapons/ammunition inventory list.	As Required	Electronic	Anham, COR, and KO
Weapons Training & Documentation – Initial requirement for modification	Proposal	Within 15 days of hiring personnel	At Proposal and as required when new personnel are added	Electronic	Anham, COR, and KO
Incident Report - Any accident that appears to have any of the following consequences: a) Fatality b) Permanent totally disabling injury c) Permanent partial disabling injury d) Three or more persons admitted to a hospital e) Property damage more than $10,000 other than a combat loss	Proposal	Immediately upon occurrence	As Required	Initial and Final Report submitted Electronically	Anham, COR, and KO
Contractor Personnel Records	Proposal	Within 24 hours of request	As required by Contracting Officer/COR	Electronic	Anham, COR, and KO
Weapons Signature of Acknowledgement	Proposal	Within 24 hours of request	As required by Contracting Officer/COR	Electronic	Anham, COR, and KO
Weapons Training & Documentation – Ongoing Training	Proposal	Within 24 hours of request	As required by Contracting Officer/COR	Electronic	Anham, COR, and KO

Deliverable	Proposal	Required Submission Date	Frequency	Medium	Submit To
Accident Report - All accidents beyond first aid and property or equipment damage other than a combat loss as defined in Army Regulation (AR) 385-40.	Proposal	Within 24 hours of occurrence	As Required	Electronic	Anham, COR, and KO
Closure Report After each download and commencement of retrograde at destination	Proposal	Upon Occurrence	Within One Hour After Each Mission Download	Electronic	Anham, LMC, and COR
Closure Report Rollup of all mission loads downloaded for the day	Proposal	First full day after performance on modification	Daily	Electronic	Anham, LMC, and COR

Ethics Training

Prior to commencing contract performance, the Contractor shall require all employees to complete ethics training. Ethics training shall cover FAR 3.104, Procurement Integrity, personal and organizational conflicts-of-interest IAW FAR Subpart 9.5 and instruct contractor employees on identifying actual and potential OCI's and the reporting requirement in PWS Paragraph above; the requirements of FAR 9.505-4(b) and the requirements of PWS Prior to commencing contract performance, the Contractor shall furnish to the KO evidence that each contractor employee has received training IAW this PWS Paragraph which shall include a signed statement by each contractor employee whereby the employee agrees that he or she will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the contractor's organization directly concerned with the performance of the contract.

Prior to commencing contract performance, the Contractor shall obtain a financial disclosure agreement, similar in form/content of the Office Government Ethics (OGE) Form 450, for each employee assigned to the contract. The Contractor shall also obtain

financial disclosure agreements for all subcontractor employees assigned to the contract. If after award, the Contractor discovers an employee's financial conflict of interest, with respect to this contract, the Contractor shall make an immediate and full disclosure in writing to the KO. The disclosure shall include identification of the conflict, the manner in which it arose, and a description of the action the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict.

The contractor shall provide annual ethics training for all contractor employees performing the contract and furnish evidence of that each contractor employee has completed the annual training in the same form as evidence of training. The contractor shall obtain annual financial disclosure agreements from all employees assigned to the contract. If the Contractor discovers an employee's financial conflict of interest, with respect to this contract, it shall make an immediate and full disclosure in writing to the KO.

The disclosure shall include identification of the conflict, the manner in which it arose, and a description of the action the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict.

SEE APPENDIX A – DEFINITIONS AND APPENDIX B – ACRONYMS ON THE FOLLOWING PAGES.

Appendix A – DEFINITIONS

Armored Vehicles - An armored vehicle (AV) is one that the entire passenger compartment is enclosed in lightweight composite armors that are impervious to all handgun and submachine gun munitions up to and including .30 caliber / 7.62 mm, i.e. B6 level.

Commercial Armored Vehicle (CAV): A commercially manufactured armored vehicle. These are generally mid or full size SUVs that have been up-armored in accordance with National Institute of Justice (NIJ) Level 3 (B6) standards.

Contracting Officer's Representative (COR) - A representative from the requiring activity assigned by the Contracting Officer to perform surveillance and to act as liaison to the contractor

Contractor - Contractor and its sub-Contractors at any tier.

Deadly Force - That force which is intended or is likely to cause death or a grave injury that may result in death.

Defective Service - A service output that does not meet the standard of performance associated with it in the Performance Work Statement.

Emergency Medical Care - Immediate medical care required to sustain life while acute medical care addresses urgent care that requires medical assistance.

Gun Platform (GP) - A gun platform (GP) is an armored vehicle with the ability to shoot from both sides and rear of the vehicle.

Local National (LN) - Any individual who is a citizen of Iraq.

PWS - Performance Work Statement. A statement of work for performance-based acquisitions that describes the required results in clear, specific and objective terms with measurable outcomes.

Quality Assurance - Those actions taken by the government to assure services meet the requirements of the Performance Work Statement.

Quality Assurance Surveillance Plan (QASP) - An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

Quality Control - Those actions taken by a contractor to control the performance of services so that they meet the requirements of the PWS.

Quality Control Plan (QCP) – A plan which defines the contractor's quality control program and is the means by which he assures himself that his work complies with the requirement of the contract.

Rules for the Use of Force (RUF) - Term used for non-Military entities when an accelerated show of force against possible enemy action or imminent threat is used. The following are graduated techniques to use that will not unnecessarily endanger you or others:

a. SHOUT: verbal warning to Halt.
b. SHOVE: physically restrain, block access, or detain
c. SHOW: your weapon and demonstrate intent to use
d. SHOOT: to remove the threat only where necessary. Fire only aimed shots so not to harm innocent bystanders

Security Escort Teams – Contractor personnel specifically responsible for providing security for personnel during travel to, from and at construction sites anywhere in Iraq. AKA CET

Security Program Management - Contractor personnel responsible for supervision and administration of security forces.

Tapestry - Satellite link communication system that tracks vehicular movements within theater.

Third Country National (TCN) - Any individual who is not a citizen of Iraq or the U.S.

Appendix B – ACRONYMS

ACO	Administrative Contracting Officer
AO	Area of Operations
AOR	Area of Responsibility
APP	Accident Prevention Plan
AR	Army Regulation
AT/FP	Anti-terrorism/Force Protection
AV	Armored Vehicle
BDA	Battle Damage Assessment
CAC	Common Access Card
CAP	Contractor Acquired Property
CASEVAC	Casualty Evacuation
CCF	Central Clearance Facility
CENTCOM	Central Command
CONOC	Contractors Operation Cell
CONUS	Continental United States
COR	Contracting Officers Representative
CPR	Cardio Pulmonary Resuscitation
CRC	CONUS Replacement Center
DFARS	Defense Federal Acquisition Regulation Supplement
DoD	Department of Defense
DoS	Department of State
DoDI	Department of Defense Instruction
DTG	Date Time Group
EFP	Explosively Formed Projectile
EMT	Emergency Medical Team
ENG	Engineer
FAR	Federal Acquisition Regulations
FRAGO	Fragmentation Order
GPS	Global Positioning Satellite
HF	High Frequency
HUMINT	Human Intelligence
IAW	In Accordance With
IDF	Indirect Fire
IED	Improvised Explosive Device
IO	International Organizations
IR	Information Report
ISF	Iraqi Security Forces
ITO	Iraqi Theater of Operations
IZ	International Zone

JCC-I	Joint Contracting Command Iraq
JCC-I/A	Joint Contracting Command Iraq/Afghanistan
JTR	Joint Travel regulation
LOAC	Law of Armed Conflict
LRCT	Long Range Cordless Telephone
MEDEVAC	Medical Evacuation
MEJA	Military Extraterritorial Jurisdiction Act
MNC-I	Multi Nation Corps – Iraq
MND	Multi National Division
MNF	Mission Notification Forms
MNF-I	Multi-National Force-Iraq
MNSTC-I	Multi-National Security Transition Command - Iraq
MSC	Major Subordinate Command
MWR	Morale Welfare and Recreation
NATO	North Atlantic Treaty Organization
NGO	Non-Government Organization
NIPRNET	Non-Secure Internet Provided Network
NOMEX	Registered brand name of a flame retardant meta-aramid material
NROC	National Reconstruction Operations Center
OCONUS	Outside Continental United States
OPSEC	Operations Personnel Security
OSC-I	Office of Security Cooperation - Iraq
PMCS	Preventive Maintenance Checks and Services
PPE	Personal Protective Equipment
PPG	Personnel Policy Guidance
PPO	Personal Protective Officer
PSC	Private Security Companies
PSD	Protective Security Detail
PSO	Personal Security Officer
PWS	Performance Work Statement
QRF	Quick Reaction Force
RFI	Request for Information
ROC	Reconstruction Operations Center
ROE	Rules Of Engagement
RPG	Rocket Propelled Grenade
RROC	Regional Reconstruction Center
SSS	Reconstruction Security Support Services
RUF	Rules for the Use of Force
S-3	Battalion or Company Operations
S-6	Battalion or Company Communications
SAF	Small Arms Fire
SIGACTS	Significant Activities
SIPR	Secure Internet Provider
SM	Security Manager

SOP	Standard Operating Procedures
SPM	Security Program Manager
SROC	Satellite Reconstruction Operations Center
SSHO	Site Safety and Health Officer
SSO	Systems Security Office
SRT	Security Reconnaissance Teams
TAPESTRY	Registered trademark of a Tracking System
TFBSO	Task Force for Business Stability Operations
TIPS	Trafficking In Persons
TOEFL	Test of English as a Foreign Language
TOC	Tactical Operations Center
TMT	Tactical Movement Team
TPM	Theater Program Manager
TRF	Tasking Request Form
TTP	Tactics, Techniques, and Procedures
UK	United Kingdom
URI	Unique Record Identifier
US	United States
USACE	United States Army Corps of Engineers
USF-I	United States Forces - Iraq
VA	Vulnerability Assessment

END OF MODIFICATION