

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00004			3. EFFECTIVE DATE 27-Aug-2002	4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO.(If applicable)				
6. ISSUED BY U.S. SPECIAL OPERATIONS COMMAND/SOAL-K 7701 TAMPA POINT BLVD ATTN: SHARON CAPRA MACDILL AFB FL 33821-5323		CODE USZA22	7. ADMINISTERED BY (If other than item 6) DCMA BALTIMORE - MANASSAS 10900 BATTLEVIEW PKWY SUITE 200 MANASSAS VA 20108-2342	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BTG, INC. J. DAVID CRUMMETT 3877 FAIRFAX RIDGE ROAD FAIRFAX VA 22030			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. USZA22-02-D-0017	
			X 10B. DATED (SEE ITEM 13) 31-May-2002	
CODE 4V190		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) 10 USC 2304(b)				
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.) The purpose of this modification is to incorporate changes to Section H.19, Logistics Support privileges.  SEE CONTINUATION SHEET				
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)	
			KARENE L. SPURLIN / CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)		BY _____		29-Aug-2002
		(Signature of Contracting Officer)		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## Changes in Section H

This modification incorporates changes to H.19 Logistics Support Privileges. The black line indicates changes to the Special Contract Requirements. Added, (16) DoDD School and (17) Authorization to have spouse and family members accompany on tour of duty. All other remains the same.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

## H.19. LOGISTICS SUPPORT PRIVILEGES

Approved 30 Jan 98 – USSOCOM Senior Procurement Executive

a. Logistics Support privileges may be authorized for Contractor personnel in overseas areas with prior approval of the overseas component commander. Authorized logistics support privileges will be within the discretion of the Contracting Officer but in no event will such support exceed that permitted under the Applicable Status of Forces Agreement (SOFA), or other controlling regulations. Such support may include the following:

- (1) Commissary (includes rationed items)
- (2) AAFES Facility (Military Exchange) (includes rationed items)
- (3) Military Banking Facility
- (4) Military Postal Services – APO (Personal Mail Only)
- (5) Petroleum and Oil Products
- (6) Officer's or UCO/EM Club
- (7) Armed Forces Recreation Facilities
- (8) Class VI (Alcoholic beverages, includes rationed items)
- (9) Customs Exemption
- (10) Legal Assistance
- (11) Local government transportation for official Government business  
(nontactical vehicle)
- (12) Local Morale/Welfare Recreation Services
- (13) Mortuary Services
- (14) Transient Billets
- (15) POV (privately-owned vehicle) license/registration
- (16) DoDD School as available (not reimbursable by the Government)
- (17) Authorized to have dependants to accompany and reside with member (at no cost to the U.S. Government or host nation)

b. The contractor/contractor personnel shall be responsible for the return of all logistics support items (i.e., ID cards, ration cards, POV tags and registration, POV and GOV operator's licenses, etc.) prior to the departure from an overseas area of operation.

**H.20. OVERSEAS COST DIFFERENTIAL**

\* Approved 30 Jan 98 by USSOCOM Senior Procurement Executive

a. In special or unusual situations where the contractor is required to work outside the continental U.S. (OCONUS) locations, a foreign differential rate for OCONUS hires may be authorized by the Contracting Officer. The differential percentage will be applied to the contract rate, Schedule B, of the labor category of the individual being assigned. The assigned contractor personnel must meet all requirements of this contract as far as key personnel and/or resume requirements if applicable. Per diem will not be authorized at the same time the cost differential is invoked in the task order.

b. The Contracting Officer will utilize the U.S. Department of State Indexes of Living Costs Abroad, Quarters Allowances, and Hardship Differentials in effect at time of task order negotiations to determine the applicable differential cost to be authorized.

**H.21. REIMBURSEMENT FOR WAR-HAZARD LOSSES**

\*Approved 30 Jan 98 – USSOCOM Senior Procurement Executive

(a) Costs for providing employee war-hazard benefits are allowable if the Contractor—

(1) Submits proof of loss files to support payment or denial of each claim;

(2) Subject to Contracting Officer approval, makes lump sum final settlement of any open claims and obtains necessary release documents within one year of the expiration or termination of this contract, unless otherwise extended by the Contracting Officer; and

(3) Provides the Contracting Officer at the time of final settlement of this contract- -

(I) An investigation report and evaluation of any potential claim; and

(II) An estimate of the dollar amount involved should the potential claim mature.

(b) The cost of insurance for liabilities reimbursable under this clause is not allowable.

(c) The Contracting Officer may require the Contractor to assign to the Government all right, title, and interest to any refund, rebate, or recapture arising out of any claim settlements.

(d) The Contractor agrees to- -

(1) Investigate and promptly notify the Contracting Officer in writing of any occurrence which may give rise to a claim or potential claim, including the estimated amount of the claim;

(2) Give the Contracting Officer immediate written notice of any suit or action filed which may result in a payment under this clause; and

(3) Provide assistance to the Government in connection with any third party suit or claim relating to this clause which the Government elects to prosecute or defend in its own behalf.

**H.22. 5652.237-9001 Key Personnel Requirements (1998)**

(a) Certain experienced professional and/or technical personnel are essential for successful accomplishment of the work to be performed under this contract. Such personnel are defined as "Key Personnel" and are those persons whose resumes were submitted for evaluation of the proposal. The contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with the following:

(1) If one or more of the key personnel, for any reason, becomes or is expected to become unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall, subject to the concurrence of the Contracting Officer or an authorized representative, promptly replace personnel with personnel of equal ability and qualifications.

(2) All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. The request must contain a resume for the proposed substitute and any other information requested by the Contracting Officer. The Contracting Officer will promptly notify the contractor of approval or disapproval in writing.

(b) If the Contracting Officer determines that suitable and timely replacement of Key Personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair successful completion of the contract, the Contracting Officer may terminate the contract for default or for the convenience of the Government, as appropriate, or make an equitable adjustment to the contract to compensate the Government for any resultant delay, loss or damage.

(c) The follow positions are identified as Key Personnel:

LABOR CATEGORY	POSITION
Project Manager	(b)(2)High Site Director
Project Manager	QA and Process Development Manager
Project Manager	Director of Enterprise IT Council
Project Manager	HQ SOCOM Site Director
Project Manager	Deputy Program Manager
Senior IT Manager	Information Assurance Principal
Project Manager	Performance Manager
Project Manager	Business Operations Manager
Program Manager	Program Manager
Project Manager	(b)(2)High Site Director
Project Manager	Small Business Advocate
Senior IT Manager	Application Development & Support Principal
Senior IT Manager	Customer Support Principal
Senior IT Manager	Planning Coordinator
Project Manager	Transition Manager
Project Manager	Integration and Test Principal
Project Manager	(b)(2)High Site Director
Senior IT Manager	Telecommunications and Network Architect
Project Manager	Enterprise Architect and Planning and Engineering Principal
Project Manager	Performance Measurements Principal
Senior IT Manager	Configuration Management Principal
Senior IT Manager	ITSS Principal
Project Manager	(b)(2)High Site Director

(d) Replacements for these positions require a thirty-day notice to include a proposed substitution, with resume, to the Contracting Officer (KO), or

(e) When replacement of position is outside the contractor's control, a resume must be submitted to the KO within seven days of the proposed substitution.

**H.23. 5652.245-9001 GOVERNMENT FURNISHED PROPERTY**

The contractor will be furnished access to government property in order to perform. The title of the equipment will remain with the government. Specific property to be furnished that is not located within the Government facility will be specified in individual task orders. The contractors may be furnished normal office type support to the extent contractor personnel are collocated within the government facilities. This means access to computers, desks, facsimile machines, copy machines, telephones, etc.

**H.24. GOVERNMENT FURNISHED INFORMATION**

Government furnished information (GFI) will be furnished to the contractors and made available at the time a task order is issued. The contractors will be responsible for analyzing the data and providing expertise to the Government. GFI provided will pertain to the performance effort.

**H.25. RESERVED.****H.26. PHASE-OUT SERVICES**

a. Pursuant to Clause 52.237-3, Continuity of Services, the contractor shall, upon the Contracting Officer's written notice, furnish phase-out services for up to three months after the last day of the final ordering period or final incentive term, whichever is later. During the phase-out period, the contractor shall permit non-interference observation of the contract performance by the successor contractor (excluding access to proprietary data or areas). The contractor shall allow the successor to use an "over the shoulder" method to assist in developing his capability to commence responsibility for full operations and maintenance. During the foregoing actions the contractor shall comply with all applicable laws and regulations of OCONUS and CONUS performance locations.

b. The Phase-out effort shall be performed in accordance with the pricing structure of the CLINs 1000 and 1001. All costs incurred in performance of the contractor's phase-out operations shall be segregated and separately invoiced against CLINs 1000 and 1001 of Section B.

**H. 27 GOVERNMENT DOWN TIME FOR VARIOUS AUTHORITIES INCLUDING THE PRESIDENT, SECRETARY OF DEFENSE, COMMANDER IN CHIEF**

(a). **Base Closures Due to Emergencies.** From time to time, the Center or Base Commander may decide to close all or part of the base in response to an unforeseen emergency or similar occurrence. Sample emergencies include, but are not limited to, adverse weather such as snow or flood, an act of God such as a tornado or earthquake, acts of war or terrorism, computer failures, or a base disaster such as a natural gas leak or fire. Contractor personnel are "non-essential personnel" for purposes of any instructions regarding the emergency.

(1) Contractor shall be officially dismissed upon notification of a base closure in accordance with paragraph b. Contractor shall promptly secure all government furnished property appropriately and evacuate in an expedient but safe manner. The contractor will report through their contractor chain of command for further guidance.

(2) With regard to work under the contract, the government shall retain the following options:

(i) Government may grant a time extension in each task order delayed by the closure equal to the time of the closure, subject to the availability of funds.

(ii) Government may forego the work. The contractor will not be paid for work not performed.

(iii) Government may reschedule the work for a date and time agreed to by both parties so long as any requirements for working outside normal duty hours are met."

(iv) In rare instances, Government may request that the Contractor continue on-site performance during the base closure period. Such a request shall be subject to agreement by Contractor.

(v) The contractor may work alternate work schedules or extended work hours to make up lost time as long as the management of the contractor and the Government are within any policies or procedures for working outside of normal duty hours.

**(b) Base Closure Notification Procedures.**

(1) The Contractor is directed to listen or watch local news media for notification of a base closure. Contractor should follow instructions intended for non-essential personnel.

(2) The contractor will not receive any other form of notification of a base closure from the government. The Contractor is responsible for notification of his or her employees.

(3) If the decision to close all or part of the base is made during the duty day, and the Base Commander's decision is transmitted through official notification channels, the Contractor shall follow the instructions as given. Contractor personnel shall notify their company's task monitor and act in accordance with the task monitor's instruction.

**(c) Base Closure Due to Non-Emergencies.** The Center or Base Commander may elect to close all or part of the base for non-emergency reasons such as time-off award, base open house, etc. In the event of a non-emergency base closure, the Contract Task Monitor and the Contractor shall jointly choose a course of action within the following options:

(1) If there is a need for the service during the base closure and a government employee will be present, Contractor may continue on-site work. Contractor shall bill the Government at the labor rates identified in the contract at Section J, Attachments 2 and 3.

(2) If there is a need for work during the base closure but either a Government employee will not be present or access will not be available, the Contractor may work off-site provided meaningful work may be accomplished. Contractor shall certify to the government by letter within 5 business days of returning on-site the nature and scope of the work completed off-site. Contractor shall bill the Government at the labor rates specified in the contract at Section J, Attachments 2 and 3.

(3) If there is no need for the service during the scheduled base closure, contractor shall not work on or off-site. The government will not be liable for time not worked.

**H.28. CONTRACTOR SUPPORT IN A WAR, CONTINGENCY OR CRISIS SITUATION**

The Government may direct the contractor to perform in support of a war, contingency, or exercise, as provided by law or defined by the applicable Service Component Command. Additionally, the Contractor shall be responsible for performing all functions of this contract during any declaration by the United States or any of the countries listed below, of a state of emergency, or during internal strife, rioting, civil disturbances, or perils of any other type until released by the Contracting Officer. Contractor personnel under this contract are considered emergency essential civilians (EEC) unless designated otherwise by the Contracting Officer.

**Applicable Countries:**

**Korea**

For all EEC personnel, the contractor shall identify those employees having a U.S. military mobilization recall commitment. The contractor shall submit to the Contracting Officer adequate plans for replacing those employees in accordance with DoD Directive 1200.7 and 1352.1. The contractor is responsible for identifying those Korean Citizen employees having a mobilization or military recall commitment. The contractor shall submit to the Contracting Officer either applicable country (see list above) approved exemptions for the identified employees or adequate plans for continuing performance of the contract.

The contractor shall ensure that all contractor employees 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.

The contractor shall comply, and shall ensure that all deployed employees and agents comply, with pertinent Department of Army and Department of Defense directives, policies, and procedures, as well as 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. Disputes will be resolved by the Contracting Officer.

During time of war, contingency, exercise or crisis, contractor personnel will remain attached to the headquarters, USFK for management purposes in theater. USFK/FKAQ is the responsible office for all Invited Contractors covered by the U.S. -R.O.K. Status of Forces Agreement.

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.

The contracting officer 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. The contractor will replace employees within one week, or as directed by the contracting officer, at contractor expense, if the employee is to be removed or departs an area of operations without permission.

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 contracting officer's representative or designated government official.

The contractor shall report its employees entering and leaving the area of operations in accordance with theater policies (U.S. Invited Contractors see USFK Regulation 700-19) or as directed by the Contracting Officer or his/her designated representative. Additionally, the contractor shall report its employees in the area of operations by name and by location as required by theater policies.

The contractor will brief its employees regarding the potential danger, stress, physical hardships and field living conditions. The contractor will 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.

The government shall provide the EEC contractor employees with chemical defense equipment (CDE) and familiarization training commensurate with the training provided to Department of Defense civilian employees. The contractor will provide chemical defense equipment and training for non-EEC personnel and dependents, who accompany its employees to Korea and other areas of operations as set out in theater policy.

The government shall provide to the contractor all required military unique organizational clothing and individual equipment. (Types of organizational clothing and individual equipment may include Nuclear, Biological, and Chemical defensive equipment.)

Upon receipt of organizational clothing and individual equipment, the contractor shall assume responsibility and accountability for these items.

Upon redeployment, the contractor will ensure that all issued clothing, equipment, controlled identification cards and tags are returned to the government.

END OF SECTION H