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DEPARTMENT OF THE ARMY
OFFICE OF THE ASSISTANT SECRETARY OF THE ARMY
ACQUISITION LOGISTICS AND TECHNOLOGY
103 ARMY PENTAGON
WASHINGTON DC 20310-0103

28 FEB 2003

REPLY TO
ATTENTION OF

SAAL-PS

MEMORANDUM FOR COMMANDER, U.S. ARMY CORPS OF ENGINEERS
441 G ST., N.W., WASHINGTON, DC 20314-1000

SUBJECT: Justification and Approval (J&A) for Other Than Full and Open
Competition for the Execution of the Contingency Support Plan

I have approved the enclosed J&A for Other Than Full and Open
Competition for Execution of the Contingency Support Plan for repair and
continuity of operations of the Iraq Oil Infrastructure. I am returning the J&A for
implementation.

Claude M. Bolton, Jr.
Claude M. Bolton, Jr.
Assistant Secretary of the Army
(Acquisition, Logistics and Technology)

Enclosure

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JUSTIFICATION REVIEW DOCUMENT FOR
OTHER THAN FULL AND OPEN COMPETITION
FOR THE EXECUTION OF THE CONTINGENCY SUPPORT PLAN

AUTHORITY: 10 U.S.C. 2304(c)(1)

AMOUNT: As stated

Prepared by:

Mr. James Cullum
LRD District Counsel

Phone: 214-767-2564
Date: 14 February 2003

Technical Representative:

LTC Paul Roege
SWD Military Engineer

Phone: 214-767-2518
Date Reviewed: 14 February 2003

Requirements Representative:

LTC Paul Roege
SWD Military Engineer

Phone: 214-767-2518
Date Reviewed: 14 February 2003

Procuring Contracting Officer:

Mr. John Rodgers

Phone: 817-886-1048
Date Reviewed: 14 February 2003

REVIEWS: I have reviewed this justification and find it adequate to support other than full and open competition.

SWD Legal Counsel

Mr. Morris Tanner
Signature _____

Phone: 214-767-2564
Date: _____

Competition Advocate

Mr. Gordon Sumner
SWD Director of Contracting
Signature: _____

Phone: 214-767-2476
Date: _____

HQUSACE Office of Chief Counsel

for Mr. Robert M. Andersen
Signature *Michael J. Adams*

Date: 27 FEB 2003

Principal Assistant Responsible for Contracting

Mrs. Bunnatine H. Greenhouse

Phone: 202-761-8642

Signature *Bunnatine H. Greenhouse*

Date: 27 February 2003

I concur that extending this sole source effort beyond a one year period could cause the contract to be in violation of FAR 27.101-2. There is no strong intent for extended competition.

Head of the Contracting Activity

Robert B. Flowers

Lieutenant General, USA

Commanding
Signature: *Robert B. Flowers*

Date: 28 FEB 03

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Signature _____

Date: _____

Principal Assistant Responsible for Contracting

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Signature: _____

Phone: 202-761-8642
Date: _____

Head of the Contracting Activity

Robert B. Flowers
Lieutenant General, USA
Commanding
Signature: _____

Date: _____

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**JUSTIFICATION FOR OTHER THAN
FULL AND OPEN COMPETITION
FOR EXECUTION OF THE CONTINGENCY SUPPORT PLAN**

1. **Contracting Agency.** (U) US Army Corps of Engineers (USACE), Southwestern Division, Dallas, Texas.

2. **Description of Action.** (S/NF) This requirement for execution of the Contingency Support Plan (CSP) for Repair and Continuity of Operations of the Iraqi Oil Infrastructure is being restricted to Brown and Root Services (BRS), a division of Kellogg, Brown and Root (KBR), (referred to herein as KBR), and will result in a new cost-plus-award fee indefinite delivery/indefinite quantity (ID/IQ) contract under which task orders will be issued. The award is projected for 2nd quarter FY03. Operations and Maintenance, Army; Other Procurement, Army; Military Construction, Army; and/or funds specifically appropriated for this purpose will be used for this procurement. The period of performance is for two years with 3 one-year option periods. The purpose of this contract is to enable the Army to respond immediately to urgent requirements from the Commander, U.S. Central Command (USCENTCOM) to execute the CSP to support accomplishment of USCENTCOM's mission. KBR will provide the services described in the CSP, as and when directed to do so by task orders issued under this contract. The acquisition plan and the acquisition strategy are being staffed for PARC and AAE, or his designee, approval.

3. **Description of Supplies/Services.** (S/NF)

A. (S/NF) This contract shall be for execution of the CSP as required by task orders to be issued concurrent with or after contract award. The categories of work required may include, but will not be limited to: support additional planning; furnish and position equipment and personnel; establish initial operational control of facilities; extinguish oil well fires; assess damage to oil facilities and maritime and river oil spills; respond to oil spills; environmental remediation; associated with repair/restore mission; perform expedient restoration and system operation; reservoir management; perform deliberate oil system repair, start-up and operate oil system; repair product systems (gas, refining); start-up and operate product systems; distribute energy products within Iraq; and distribute energy products outside Iraq.

B. (S/NF) The rough order of magnitude (ROM) cost estimate for execution of the entire CSP ranges from a best case scenario (\$2.2 billion over a 19-month period of performance) to a worst case scenario (\$15.7 billion over a 72-month period of performance).

C. (U) It is anticipated that the sole source contract covered by this J&A will not exceed \$7 billion and task orders issued within 2 years of contract award or

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Classified by: OSD

Declassified on April 22, 2004 in accordance with: "Record of Review for Declassification and Determinations, Documents Related to Contract DACA63-03-D-0005"

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award of an option. Those task orders may be modified as required so long as they have not been completed. The remainder of the work will be completed under competitively procured contracts.

4. **Authority Cited.** (U) 10 USC 2304(c)(1) as implemented by Federal Acquisition Regulations (FAR) 6.302-1, "Only one responsible source and no other supplies or services will satisfy agency requirements."

5. **Reason for Authority Cited.** (S/NF)

A. (S/NF) CENTCOM identified a need for a CSP to describe how contractor support can be provided the Commander, USCENTCOM in the context of post-Saddam US military activity in Iraq to effect repairs and to maintain continuity of operations of the Iraqi energy infrastructure and all related systems and facilities. The CSP had to complement and be consistent with CENTCOM's operational plans (OPLAN) and the Army's Logistics Civil Augmentation Program (LOGCAP) logistics support plans that relate to the affected geographical area and missions.

B. (S/NF) In November 2002, KBR was determined to be the only source capable of developing a CSP in the time required. A task order was issued under the LOGCAP contract to develop and deliver the CSP. KBR received the task order November 11, 2002, and delivered the CSP 30 days later. Under an extension to the task order, KBR delivered a refined CSP on February 4, 2003 based on guidance from the client, the Energy Infrastructure Planning Group (EIPG), Office of the Undersecretary of Defense (Policy) [OUSD(P)].

C. (S/NF) On January 22, 2003, the Secretary of Defense (SECDEF) designated the Army as the executive agent for the execution of the CSP. The Secretary of Army memorandum, Subject: Executive Agent for Iraqi Oil Restoration S/NF dated February 13, 2003, designated the Commander, U.S. Army Corps of Engineers as the executive agent for this project in support of USCENTCOM.

D. (S/NF) With the imminent possibility of war with Iraq and the potential of the Iraqi forces starting oil fires or otherwise damaging their facilities, it is imperative to have a contract for the execution of the CSP ready for award as soon as possible but not later than 15 days from approval of this J&A. Any delay impairs CENTCOM's ability to accomplish their mission, which includes securing Iraq's oil and energy infrastructure in the event the U.S. becomes an occupying power and the overall responsibility for the repair, production and safe of the energy products. To maintain and implement the CSP, a contractor must be completely familiar with these plans and have access to the proprietary essential elements. KBR, by virtue of its familiarity with the CENTCOM OPLAN's, related Logistics Support Plans, and the CSP, is the only contractor that can satisfy a requirement for immediate execution of the CSP. KBR established an appropriate facility and a team of people with appropriate security clearances to

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manage development of the CSP and to prepare the CSP, so it has a cadre of cleared individuals who have been cleared to the classified aspects of this project. Because the project remains classified, any other contractor would require substantial time to assure appropriate facility and employee clearances to enable their review of the CSP. Additionally, such actions would duplicate the planning and pre-positioning efforts already undertaken by KBR. No delay can be tolerated. In recognition of this requirement, the SECDEF directed in the January 22, 2003 memorandum that the Army "... negotiate, but not award, a contract for execution with the developer of the plan that can be awarded as soon as the Army receives direction to execute the plan." This requirement is restricted to a sole source due to the necessity that a contract be immediately available upon direction to execute the CSP in case armed conflict with Iraq occurs before a competition can be conducted as noted in paragraphs 6 and 7 below.

E. (S/NF) On February 14, 2003, the ASA(ALT) approved a sole source procurement involving the pre-positioning of equipment and personnel provided by KBR. A letter contract was issued that same day and some pre-positioned equipment and personnel are now arriving in the USCENTCOM area of responsibility. This pre-positioning will significantly reduce the time in which KBR can commence urgent tasks under the contract covered by this J&A, such as extinguishing well fires.

---E. (S/NF) This acquisition meets the criteria of FAR 6.302-1(a)(2)(iii) (B) in that these highly specialized services are available only from KBR in the time available. For all the reasons covered above, KBR is the only contractor able to begin to execute the CSP immediately upon receiving a notice to proceed. Award of a contract to any other source will result in unacceptable delays estimated to be a minimum of 4 months to 9 months in fulfilling the agency's requirements. This will include delays in extinguishing oil well fires, remediating environmental damage, and all work required for resumption or continuation of the operation of the Iraqi oil infrastructure. Because the Iraqi economy depends on oil revenue, the well-being of the Iraqi people depends on continuity of oil production and distribution. Any delays in providing support required by USCENTCOM will result in significant negative international repercussions.

6. Efforts to Obtain Competition. (S/NF) A January 22, 2003 memorandum approved by the Secretary of Defense designated the Army as the Executive Agent to execute a CSP in support of USCENTCOM's mission. As mentioned in paragraph 5 above, one of the directed tasks was to negotiate a contract for execution with the developer of the plan so there would be a capability to execute, should hostilities begin in the very near term. Another task was for the Executive Agent to plan for competition for the execution effort at the earliest reasonable opportunity consistent with the needs of the mission. Upon completion of the negotiations to execute the CSP upon short notice, we will obtain approval of an acquisition strategy which will include all actions to date

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related to this requirement and the future competition. This future competition will either be restricted due to the classified program or be a full and open competition if the program is declassified.

7. Actions to Increase Competition. (S/NF) The USACE, as the Executive Agent, is planning to compete the execution effort for the CSP at the earliest reasonable opportunity consistent with the needs of the mission, and coordinating the acquisition strategy with ASA(ALT) and USD (AT&L).
8. Market Survey. (S/NF) Prior to issuing the task order for development of the CSP, limited consultation with industry indicated that very few firms were capable of executing a mission of this type and magnitude. The potential sources identified were KBR, Bechtel and Fluor. Due to the time-sensitive classified need for the development and the execution of the CSP, as well as the need for a contractor to have in-depth familiarity with CENTCOM and LOGCAP plans, it was determined that only KBR, as the LOGCAP III contractor, had the capability to develop and execute the CSP in the time required. Development of the CSP was within the scope of the LOGCAP contract. Market research will be conducted to support development of the acquisition strategy for competitive procurement of the execution effort.
9. Interested Sources. (U)
 - A. (U) Only a few contractors have the capability to perform this requirement, and even they would require substantial time to assemble project teams, assure appropriate security clearances for facilities and employees, become familiar with the CSP, related CENTCOM and LOGCAP plans, and prepare a proposal. Due to the fact that this is a classified procurement, and that the requirement has not previously been publicized, only KBR has been informed of this requirement (see paragraph 6, above).
 - B. (U) In accordance with FAR 5.202(a)(1), no synopsis will be issued to prevent disclosure of classified information that would compromise national security. The classified nature of the requirement prevents discussing it with any firms not already cleared and read in on the project.
10. Other Factors. (S/NF)
 - A. (S/NF) Procurement history – There have been two task orders executed related to the CSP by the U.S. Army Joint Munitions Command under the ID/IQ LOGCAP III contract DAAA09-02-D-0007. The LOGCAP III contract was awarded to KBR in December 2001 as a result of a competitive procurement. The first task order 0031, issued November 11, 2002, required development of the CSP. The total dollar value, including the task order extension for delivery of a refined CSP by February 4, 2003, was \$2 million. The second task order 0042 was issued on February 14, 2003 for an estimated \$65.1 million to include

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options for pre-positioning resources for Iraq oil restoration. This second task order was outside of the scope of the LOGCAP III contract and was approved as a sole source action by the Army Acquisition Executive on February 14, 2003. The justification was based on KBR's development of the CSP and its familiarity with the CENTCOM OPLAN's, related Logistics Support Plans and the CSP. Under the circumstances, award to any other source would result in unacceptable delays in fulfilling the agency's requirements.

B. Acquisition data availability. (U) All non-proprietary data generated by KBR in developing the CSP or in any follow-on task orders awarded to do additional planning, pre-positioning, or execution will be made available for use in the procurement of a competitively procured follow-on contract.

11. Subcontracting competition. (U) The Contractor will develop a subcontracting plan for different elements of the performance required under this contract. The contractor will purchase materials, goods, and services to the greatest extent practicable on a competitive basis from responsive, responsible suppliers and subcontractors to effectively perform the contract in the most cost effective manner possible. The contract will contain FAR clause 52.244-5, "Competition in Subcontracting", which requires competition to the maximum extent practical.

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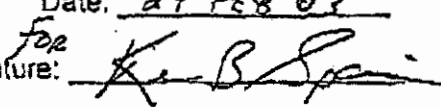
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11. Technical Certification. (U) I certify that the supporting data which are included in the J&A, are accurate and complete to the best of my information, knowledge and belief.

Name: Paul Roege, Lt. Col, USA

Date: 24 Feb 03

Title: SWD Military Engineer

Signature: *for* 

12. Requirements Certification. (U) I certify that the supporting data which are included in the J&A, are accurate and complete to the best of my information knowledge and belief.

Name: Paul Roege, Lt. Col, USA

Date: 24 Feb 03

Title: SWD Military Engineer

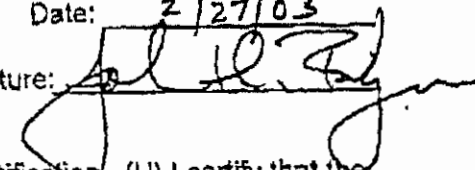
Signature: *for* 

13. Fair and Reasonable Cost Determination. (U) This is a CPAF IDIQ task order contract. Costs will be continuously monitored to insure they are fair and reasonable and are properly allocated to this contract. I therefore hereby determine that the anticipated cost for this contract action, will be fair and reasonable.

Name: John Rodgers

Date: 2/27/03

Title: Contracting Officer

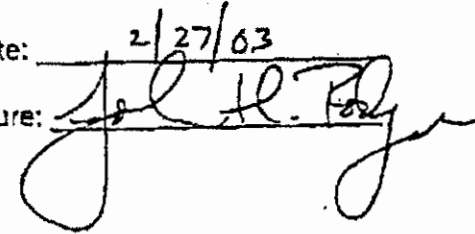
Signature: 

14. Procurement Contracting Officer Certification. (U) I certify that the information within this J&A is accurate and complete to the best of my information, knowledge and belief.

Name: John Rodgers

Date: 2/27/03

Title: Contracting Officer

Signature: 

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28 FEB 2003

APPROVAL OF JUSTIFICATION AND APPROVAL
FOR OTHER THAN FULL AND OPEN COMPETITION FOR
EXECUTION OF THE CONTINGENCY SUPPORT PLAN

(S/NF) Based on the foregoing justification, I hereby approve the procurement for execution of the contingency support plan for repair and continuity of operations of the Iraqi Oil Infrastructure on an other than full and open competition basis pursuant to the authority of 10 U.S.C. 2304(c)(1), subject to the availability of funds, and provided that the services and property herein described have otherwise been authorized for acquisition. The total estimated value of the contract is \$7,000,000,000.00.

Date: 28 FEB 2003

Claude M. Bolton, Jr.
Claude M. Bolton, Jr.
Assistant Secretary of the Army
(Acquisition, Logistics and Technology)

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Classified by: OSD

Declassified on April 22, 2004 in accordance
with: "Record of Review for Declassification
and Determinations, Documents Related to
Contract DACA63-03-D-0005"

STATEMENT OF WORK

Iraqi Oil Infrastructure - Additional Prepositioning of Fire Fighting, Rapid Response Damage Assessment and Oil Spill Assessment and Response Teams

10 March 2003 - 1530

i. (S) General.

1.1 (S) Purpose and Period of Performance.

1.1.1 (S) Purpose. Hostilities in Iraq could result in damage to the Iraqi oil infrastructure, or at least interrupt or degrade operational control of oil systems. It is the goal of the U.S. Government to restore Iraqi crude oil production and export capability as quickly as possible. The Contingency Support Plan was developed to support this goal and serves as a guide for actions taken under this contract and task order. The effort required by this statement of work (SOW) is intended to support immediate actions by the US and coalition forces to respond to oil well fires and oil spills, and to prevent or mitigate significant hazards or damage to oil facilities. Specifically, this SOW directs the activity of the Fire Fighting and Rapid Response Damage Assessment teams, provides for hiring, equipping and deploying two additional Oil Spill Assessment teams and two Oil Spill Response teams. These teams shall train and advise United States military and civilian personnel in the theater, until they are needed to assist in the safe shutdown and assessment of the Iraqi Oil Infrastructure.

1.1.2 (S) Period of Performance. The contractor shall perform this SOW for a period of 120 calendar days, unless otherwise directed.

1.2 (S) Executive Agency. The Secretary of the Army has designated the U.S. Army Corps of Engineers (USACE) as the executive agent for the oil restoration mission. The Commander, USACE has assigned the mission to the Commander, Southwestern Division (CESWD). The Commander has established Task Force Restoration of Iraqi Oil (TF RIO) as the planning and executing organization for management and operations to restore Iraq's oil production capabilities. CESWD is the supporting division for TF RIO and provides technical, contracting and administrative support. The CESWD Contracting Officer or designated representative(s) shall be the contractor's source of definitive guidance.

1.3 (S) Contract Management. As the Contracting Activity for this contract CESWD has the authority, through a duly appointed Procuring Contracting Officer (PCO), to enter into, administer, and/or terminate this contract and make related determinations and findings. The PCO may delegate specific authorities to Administrative Contracting Officers (ACOs) and/or Contracting Officer's Representatives (CORs). The PCO shall identify his authorized representatives in writing to the Contractor. Responsibilities after award are in accordance with those defined in the contract and those applicable portions of the Federal Acquisition Regulation (FAR) and its supplements.

Page 1

1.4 (S) Performance Standards; The Contractor shall develop and provide the following material and services in accordance with this Statement of Work (SOW). Unless indicated otherwise, performance standards shall be in accordance with current industry standards for the type of work being performed. For the instances this SOW requires development of plans, schedules, lists or other program documentation, copies of those deliverables shall be provided to the ACO and designated representatives.

1.5 (S) Requirements: Contractor shall execute directed missions as described in Section 2 of this SOW.

1.6 (S) Operational Security (OPSEC) Plan. The memo, subject: Change in Classification of Oil Project and Certain aspects of the project, effective 06 March 2003, addresses certain aspects of the mission. For clarity under this task order, the Contingency Support Plan as a document, retains the SECRET/NOFORN classification until notification by the PCO changes that classification. The OPSEC Plan requirements shall be used during execution of this statement of work and shall be developed in accordance with the requirements within the current National Industrial Security Program Operation Manual (NISPOM) and the Defense Contract Security Classification Specification (DD Form 254). In addition, the contractor shall comply with all OPSEC Planning guidance provided by the classifying authority and customer. The Contractor shall submit his security OPLAN within 30 days of award of this task order. The OPSEC Plan may be similar to the plan currently used to perform the LOGCAP contract (contract number DAAA09-02-D-0007). The Contractor shall submit the name and qualifications of the individual within his organization who shall act as the Contractor's Security Manager during performance of the contract within 14 days of award of this task order. This individual is subject to review and approval of the PCO or designated representative and shall be removed and replaced if so directed by the PCO/representative.

1.7 (U) Travel Requirements: Travel necessary for the performance of this contract shall be reimbursed IAW the SOW, FAR 31.205-46 and the Joint Travel Regulations (JTR).

1.7.1 (U) Allowable Costs. Projected travel cost shall be identified as a separate cost element when submitting cost estimates. Travel costs include per diem, car rental, local ground transportation and airfares. Per Diem shall not exceed rates authorized by the JTR in effect at the time the expense is incurring. Travel costs do not include the wages and salaries of the travelers, nor other costs such as allocated direct costs and indirect costs.

1.8 (S) Information Systems: Over the life of this task order, the Contractor shall utilize their existing network for passing data within the approved facility only. OPSEC conditions apply.

1.9 (S) Contractor/Government Relationships. As an independent contractor, the Contractor shall have exclusive supervisory authority and responsibility over employees. The government shall manage the contract but shall not exert control or supervision over contractor employees.

1.10 (S) Standards of Conduct. All contractor personnel or representatives shall comply with all applicable regulations in effect during the contract period. The Government, through its PCO

or designated representative, reserves the right to require removal from the job site of any contractor employee who endangers persons or property, whose continued employment is inconsistent with the interests of military security, or whose presence deters the accomplishment of work or whose conduct or appearance reflects disgrace or dishonor upon the Department of the Army. Furthermore, the Government reserves the right to refuse to permit any contractor employee to perform services under this contract who is not in compliance with requirements of this contract (for example, employees found to be lacking required qualifications or without legal immigration status). In such cases, the PCO and/or his representative shall advise the Contractor of the reason for requesting an employee's removal or withdrawing his authorization. The removal from the job site of a contractor employee shall not relieve the Contractor of the requirement to provide sufficient personnel to perform the specified tasks outlined herein.

1.11 (S) Access to Procedures, Records, Data, and Facilities. The Contractor shall allow the PCO or his duly authorized representatives access at any reasonable time to and 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 contract. Contractor shall maintain a Quality Control file of all inspections or tests conducted by the Contractor to include a record of any corrective actions taken. This file shall be subject to Government review at PCO, ACO or designated representative's discretion during the contract term. The file shall be the property of the Government and shall be turned over to the Government upon completion or termination of the contract or task order.

1.12 (S) Project Schedule. The Contractor shall develop a Project Schedule using Primavera products and provide weekly updates and revisions displaying each activity, duration, estimated costs, budget or forecast costs, commitments and actual expenses. Items to be included in the Project Schedule are (as a minimum): activation, subcontracting, transportation, mobilization/demobilization, logistical support, surveying, site work, site visits and other significant activities covered in this scope of work. These schedules shall be submitted in electronic format and a hard copy to the ACO for review and coordination of schedule requirements 15 days after award of task order with updates submitted every week.

1.13 (S) Environmental Protection.

1.13.1 (S) Regulations and Laws. Current industry standards shall apply to conduct of the work covered by this SOW. Any Contractor personnel working on this contract are required to adhere to sound environmental practices and all applicable Environmental Protection and Enhancement laws and regulations. Current policy as adopted by U.S. Central Command (CENTCOM) shall be the primary environmental guidance. The guidance shall be attached to the CENTCOM operational order when available as a separate environmental annex. CENTCOM policy as currently stated is compliance with the Overseas Environmental Baseline Guidance Document (OEBGD, DoD Instruction (DODI) 4715.5-G, 15 Mar 2000). In keeping with the OEBGD, it is not the government's intention to remediate pre-existing sites (i.e. situations not caused by U.S. forces during hostilities, or by agents of the U.S. Government post-hostilities). General conditions for areas may be documented in United Nations reports published within the last five years. To document site-specific liabilities, initial assessments need to document (photographically, etc.) the condition of sites relative to pre-existing

conditions. More detailed evaluation (e.g. analyses of samples of environmental media) may be pursued if visual evidence, likely site history (i.e. past use coupled with process knowledge), etc. warrant. Deviation from the general OEBGD guidelines shall be at the direction of the theater commander or subsequent appointed authority. Such deviations may be dictated to protect health and safety or to ensure effective execution of operations (e.g. restoration of petroleum production). As a general guide, soil remediation shall be limited to world industrial/commercial standards (i.e. approximately 400-1000 mg/kg total petroleum hydrocarbons (TPH)). Waterway and Maritime remediation shall be sufficient to meet the intent of the Oil Pollution Act of 1990 (OPA 90) or equivalent. Environmental protection matters shall be coordinated with the PCO or designated representative and Commander responsible for the AO.

1.13.2 (S) Compliance Requirements. The PCO or designated representative, or other regulatory officials on a non-notice basis may inspect any of the facilities occupied or serviced by the Contractor. Access for inspection by authorized personnel shall be granted upon request.

1.14 (S) Safety and Health Program. The Contractor shall establish a safety and health program, including methods and procedures for ensuring compliance with applicable Health and Safety standards. The Contractor's program shall be based upon applicable requirements from OSHA, AR 385-10 and EM 385-1-1. The Contractor shall coordinate with the PCO or designated representative to tailor program requirements and procedures in order to accommodate anticipated conditions in theater.

1.14.1 (S) Safety Orientation. Before starting work, the Contractor shall give each new employee a safety orientation concerning the hazards and precautions of the job assigned. A continuous training program shall be instituted by the Contractor to make employees aware of existing hazards and all new hazards.

1.14.2 (S) Reporting. The Contractor shall IMMEDIATELY report telephonically to the PCO and designated representative any bodily injury resulting in a lost-time accident, death, damage to Government property, and accidental loss of Government property resulting from the activities of the Contractor, his agents, or employees. A written accident report shall be forwarded to the PCO and designated representative within two working days after the date of the accident. All accident records required shall be maintained by the Contractor and shall be made available to the Government upon request.

1.14.3 (S) Accident Analysis. The contractor shall make a thorough analysis of all accidents in order to eliminate the cause(s) of such accidents. The Contractor shall provide corrective action to support the results of the review to the PCO and designated representative.

1.14.4 (S) Liability. If citations are issued to the Government due to Contractor non-compliance with any standard the PCO shall deduct the fine from any monies due the Contractor.

2.0 (S) REQUIREMENTS.

2.1 (S) TRAIN AND ADVISE. Utilizing the four (4) Fire Fighting teams and the two (2) Rapid Response Damage Assessment teams deployed in the Theater by the Contractor under LOGCAP Contract No. DAAA09-02-D-0007, Task Order no. 42, the Contractor shall perform the following tasks:

2.1.1 (S) Perform coordinated mock-up fire fighting and damage assessment exercises, at a location to be determined, to become familiar with existing oil well, GOSP, and refinery technology in the area.

2.1.2 (S) Coordinate with the exercises described in paragraph 2.1.1 above, provide training to United States military and civilian personnel in the area, for them to become familiar with this technology i.e., what to expect, how to react, who to contact for advice, course of action to take, etc. when hostilities begin.

2.1.3 (S) Provide advice as requested or as needed to support the United States military and civilian personnel deployed in the area. Provide an organized communication channel(s) for communication between specific contractor personnel and different military/civilian units deployed in the area.

2.1.4 (S) The Rapid Response Damage Assessment teams shall also provide training and advice to United States military and civilian personnel regarding facilities to be encountered, system operations, electrical systems to be encountered, as well as oil spills on land, inland waterways, and open seas; i.e., what to expect, how to react, course of actions to take, how communications to advisors shall take place and respond to questions as required by the Government personnel.

2.2 (S) OIL SPILL ASSESSMENT TEAMS. The Contractor shall furnish all personnel, training, equipment, logistical support, and operational management for two teams (approximately 5 people each) to assess oil spills on inland waterways, open seas, and assist on land spills as required. These teams shall deploy to Kuwait within 14 calendar days of award of this task order. These team members shall coordinate the oil spill response plan with United States military and civilian personnel and provide advice and training on what to expect, how to react, courses of action to take, how communications to advisors shall take place and respond to questions as required by Government personnel.

2.3 (S) OIL SPILL RESPONSE TEAMS. The Contractor shall furnish two fully equipped oil spill response teams (approximately 20 people each) capable of containment and remediation as needed of oil spills at two geographically separate locations simultaneously. These teams shall deploy to Kuwait within 14 calendar days of award of this task order.

2.3.1 (S) The Contractor shall equip the teams with sufficient equipment, materials, and supplies to simultaneously contain and remediate a minimum of two (2) sites, either inland waterway, open sea or on land, with varying degrees of contamination. Spill containment and remediation equipment shall be pre-positioned at a location in theater simultaneously with the oil

spill response teams.

2.3.2 (S) The oil spill response teams shall assist the Rapid Response Damage Assessment teams on the training of military and civilian personnel described in paragraph 2.1.4 above.

2.3.3 (S) Oil Spill Response Plan.

2.3.3.1 (S) The contractor shall prepare an Oil Spill Response Plan. The Oil Spill Response Plan shall include the recommended list of equipment and materials for land, inland waterway and open sea spills to include cost and schedule estimates and planning basis within 7 days of award of this task order. The oil spill response plan shall delineate any options associated with potential damage scenarios (i.e., "worst case" and "most probable").

3.0 (S) Government Furnished Information (GFI). In order to facilitate contractor responsiveness, the Government shall provide information on the Iraqi oil infrastructure and the evolving situation in theater within security constraints. Contractor access to and use of the information is subject to strict compliance with security requirements. In addition, the Government shall provide the contractor with pertinent information on CESWD administrative plans, logistical needs, and technical requirements associated with the Project. The Contractor shall establish liaison with CESWD to facilitate rapid communication of any information needs.

4.0. (U) Government Directives and Applicable Documents. Contractor is responsible for the acquisition of all currently updated references or other applicable documents necessary for the satisfactory completion of this effort herein. Government is not responsible for the comprehensive listing of all applicable or necessary references for this effort. Initial documents and sources for initiating this effort are:

- 4.1. (U) Army Regulation (AR) 385-10, Army Safety Program
- 4.2. (U) AR 570-9, Host Nation Support.
- 4.3. (U) AR 715-9, Contractors Accompanying the Force.
- 4.4. (U) Army Field Manual (FM) 100-21, Contractors on the Battlefield.
- 4.5. (U) Department of the Army (DA) Pam 690-80, Use and Administration of Local Civilians in Foreign Areas During Hostilities.
- 4.6. (U) Army Corps of Engineers Manual (EM) 385-1-1, Safety and Health Requirements Manual.
- 4.7. (U) 29 Code of Federal Regulations (CFR), Part 1910, Occupational Safety and Health Standards
- 4.8. (U) 29 CFR 1926, Health and Safety Regulations for Construction

5.0 (S) Government Directives and Applicable Documents: General. The Contractor is obligated to follow and adhere to the governing directives and applicable documents as listed in the contract and the SOW. Supplements or amendments to those documents shall be considered to be in full force and effect upon receipt by the Contractor, except when such document is deemed to cause an increase or decrease in the cost of contract performance. In such event, the Contractor shall inform the PCO and ACO, in writing prior to implementation of such supplement or change. If applicable, a negotiated change in contract price shall be made to the mutual satisfaction of both the Contractor and Government prior to implementation of the change.

6.0 (U) Performance Assessment: Inspection and Acceptance. The inspection and acceptance of executed and completed work shall be at the site where work is performed. Inspection and documentation of prepositioned oil spill equipment shall be made by Government personnel in theater upon arrival. Inspection of contractor actions during training and advisory situations shall be made by Government staff monitoring the performance of the activities as they occur.

6.1 (U) Contractor's Quality Control Program. The Contractor's inspection system shall contain measures for prompt detection of any condition that fails to conform to the contract requirements. Corrective action procedures shall include, as a minimum, action to correct the deficiency and necessary measures to prevent recurrence of such deficiencies.

6.2 (U) Rights. The Government shall have the right to inspect the Contractor's performance under this contract IAW the Inspection and Acceptance clauses. The PCO and/or representative may conduct such inspection and surveillance of the Contractor's performance under the contract as determined appropriate and necessary. The PCO and/or representative shall exercise these responsibilities through his staff and in connection with Inspector General and any related agencies necessary to insure that the standards set forth herein are met.

6.3 (U) Standards. The standards set forth in each Task Order shall be the criteria by which the Contractor's performance shall be inspected. These standards may either be in full text or incorporated by reference (regulations, etc.).

6.4 (U) Methods. Government inspection personnel may monitor the Contractor's performance by physical inspection, review of reports and documentation as well as validated customer complaints.

6.5 (U) Corrective Actions. Corrective action for deficiencies identified by the Government shall be at the Government's discretion.

6.6 (U) Performance Evaluation Meetings. The PCO and/or his representative shall specify the method and frequency of Performance Evaluation Meetings. A mutual effort shall be made to resolve any and all problems identified.

7.0 (S) Reports. The Contractor shall coordinate with the PCO or designated representative to establish expected reporting schedule and formats. Report requirements may include, but shall not necessarily be limited to:

7.1 (S) Situation Reports (SITREPs). The Contractor shall prepare, maintain and provide a daily SITREP. The Contractor shall provide all SITREPs to the ACO. All issues that may impact on the contract scope, cost or schedule shall be referred to the ACO for approval. If classified information is to be reported, it shall be addressed in each task order.

7.2 (S) After Action Review: The Contractor shall prepare, maintain and provide an After Action Review (AAR) to include Lessons Learned, as applicable. The Contracting Officer or designated representative shall prescribe the schedule for submittal of draft and final documents at a later date.

7.3 (S) Cost/Schedule/Performance Status Reports. The Contractor shall prepare, maintain and provide the Cost/Schedule/Performance Status Reports. All issues that may impact on the contract scope, cost or schedule shall be referred to the PCO/representative for approval. If classified information is to be reported, it shall be addressed in each task order.

7.4 (S) Trip Reports shall be submitted within seven calendar days after completion of each trip.

7.5 (S) Technical Reports shall be submitted on a prescribed schedule to describe activities of each major functional area, such as:

- a) Firefighting Teams
- b) Rapid Response Damage Assessment Teams
- c) Oil Spill Assessment Teams
- d) Oil Spill Response Teams
- e) Oil spill equipment prepositioning

8.0 Contractor shall submit a cost proposal for this task order within 14 days after award for the purpose of definitizing the cost of the task order.

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF
10

1. CONTRACT/PURCH ORDER/AGREEMENT NO. DACA63-03-D-0005	2. DELIVERY ORDER/CALL NO. 0001	3. DATE OF ORDER/CALL (YYYYMMDD) 2003MAR10	4. REQUISITION/PURCH REQUEST NO. W45XMA30698164
---	------------------------------------	--	--

6. ISSUED BY USACE FT. WORTH DISTRICT 819 TAYLOR STREET P.O. BOX 17300 FORT WORTH, TX 76102	CODE	7. ADMINISTERED BY (If other than 6) SAME AS ITEM 6	CODE
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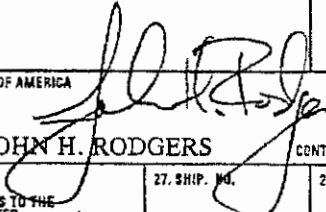
8. CONTRACTOR NAME AND ADDRESS BROWN & ROOT SERVICES A DIVISION OF KELLOGG BROWN AND ROOT 9900 WESTPARK HOUSTON, TX 77063	CODE	FACILITY	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD)	11. X IF BUSINESS IS <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)
--	------	----------	--	--

14. SHIP TO SEE STATEMENT OF WORK	CODE	15. PAYMENT WILL BE MADE BY US ARMY CORPS OF ENGINEERS FINANCE OFC ATTN: CEFC-AO 5721 INTEGRITY DRIVE MILLINGTON, TN 38054-5005	CODE	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
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16. TYPE OF ORDER	DELIVERY CALL <input checked="" type="checkbox"/>	This delivery order call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.		
	PURCHASE	Reference your _____ furnish the following on terms specified herein.		
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.				
NAME OF CONTRACTOR		SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
21 NA 2003 2020.0000 M2 2003 8073 21304500000 41443 2512 14K845 (\$34,656,000.00)

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
0001	IAW WITH ATTACHED STATEMENT OF WORK DATED 10 MAR 2003 (9 PAGES).				

24. UNITED STATES OF AMERICA	BY:  JOHN H. RODGERS CONTRACTING OFFICER	GOD BLESS AMERICA	25. TOTAL \$34,656,000.00
26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED		27. SHIP. NO.	28. D.O. VOUCHER NO.
DATE _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____		PARTIAL	32. PAID BY
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.		FINAL	33. AMOUNT VERIFIED CORRECT FOR
DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER _____		31. PAYMENT	34. CHECK NUMBER
		COMPLETE	35. BILL OF LADING NO.
		PARTIAL	42. S/R VOUCHER NO.
		FINAL	
37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS
			41. S/R ACCOUNT NUMBER

Iraqi Oil Infrastructure Restoration - Contracting Strategy

Task Order Under LOGCAP - Pre-position Equipment and People

Key Tasks:

- Procure and pre-position fire-fighting equipment, water supply and well head valves
- Hire and prepare fire fighting crews for deployment
- Hire and deploy advance party
- Procure and set up facilities to support equipment preposition and initial contractor operations
- Provide in-theater technical advisors (1 firefighting; 2 environmental/spill)
- Hire, train and equip 6 assessment teams (2 Rapid Reponse/4 Detailed Assessment)
- Deploy 2 Rapid Response assessment teams
- Maintain Contingency Support Plan (CSP) through 31 Mar 03
- Design high priority/long-lead equipment as directed

Deliverables:

- SITREP reporting equipment staged in theater (one time)
- SITREP reporting advance party readiness in theater (one time)
- SITREP reporting Assessment/Operations teams staged in theater (one time)
- Technical advice to CESWD in theater as required
- Weekly activity reports
- Contractor Contingency Support Plan (CSP) updates as requested
- Drawings and specifications for key equipment (one time, if directed)

Procurement Considerations:

- Scope covered by \$37M order under LOGCAP; NTP issued 14 Feb 03

Corps of Engineers ID/IQ Contracts - Two contract procurements with identical statements of work; one sole source and one or more awarded through limited competition.

Task expected to be issued under sole source contract

1. Establish Management Infrastructure

Key Tasks:

- Select systems to manage oil system/facility data (database/GIS)
- Procure hardware and software for facility data collection (GPS/cameras, PDAs, etc.)
- Procure hardware and software for data management (server, network systems, etc.)

PER

1

4/8/2004

Work Scope - Bid Items.doc

- Load available information on oil facilities into data system
- Prepare oil system model for analysis/projections
- Select and procure engineering software for facility design

Deliverables (one time deliverables):

- Technical data system (hardware, software, data, reports)
- Graphic information system (GIS) with layers established to depict system design and condition information (hardware, software, existing data loaded)
- Facility data collection systems (hardware/software)
- Oil system modeling software/hardware system
- Facility design system (hardware/software)

Procurement Considerations:

- This work needs to begin ASAP to prepare for responsive execution
- Not explicitly covered in Contractor plan or advance funding to date

2. Establish Initial Facility Operational Control

Key Tasks:

- Establish business and communications processes for the project
- Prepare standardized reports for system status, condition and projected capability
- Prepare standard system status diagrams and maps
- Perform system analyses to support exercises and "what-if" scenarios
- Provide technical training for safe mode operations
- Collect, process and report information on initial system condition and status
- Support establishment of safe system condition and shut down systems in response to emergent conditions such as major system leaks.
- Provide technical support during safe mode operations
- Manage and report system condition and status in real time
- Identify opportunities/alternatives for early oil delivery
- Provide projections of production capability to support alternative selection
- Establish processes for screening, hiring and managing local workforce

Deliverables:

- Contractor SOPs (one time)
- Approved templates for system status/condition/capability reports (one time)
- Oil system throughput projections for requested scenarios (per CESWD direction)
- Activity report describing participation in safe mode training (weekly)
- SITREP reporting initial system condition and status (one time per system/site)
- Activity reports of operational response activities (weekly)
- System condition/status reports (daily/weekly)
- System status board in operations control room (one time)
- System condition information loaded into technical data system (as collected)

- Presentation describing initial system startup opportunities and production projections (as requested)

Procurement Considerations:

- This work needs to begin ASAP to prepare for responsive execution
- Not explicitly covered in Contractor plan or advance funding to date
- This and other work tasks should be stated broadly enough to provide for related contractor work as necessary to support the mission; e.g., remove obstacles to provide access to a work site; provide temporary power, etc.

3. Fight Oil Well Fires

Key Tasks:

- Procure additional equipment as required
- Mobilize and deploy crews
- Report capabilities, readiness status, progress
- Provide technical advice to CESWD
- Identify fires
- Prioritize efforts
- Extinguish fires
- Cap/control wells

Deliverables:

- Technical advice on fire fighting; time estimates, etc. (as requested)
- SITREPs reporting oil fires and status (burning/fighting/extinguished) (daily)
- Progress reports (daily/weekly)

Procurement Considerations:

- Execution will be required on very short notice; equipment pre-positioned under LOGCAP Contract
- Specialty capability

4. Respond to Oil Spills

Key Tasks

- Pre-position equipment
- Procure and position equipment
- Mobilize crews
- Report capabilities, readiness status, progress
- Provide technical advice to CESWD
- Identify spills
- Prioritize efforts
- Contain, clean up as directed

Deliverables:

- Technical advice on oil spill response; techniques, time estimates, etc. (as requested)
- SITREPs reporting oil spills and status (uncontained/contained/cleaned up) (daily)
- Progress reports (daily/weekly)

Procurement Considerations:

- Execution will be required on very short notice
- Need to coordinate responsibilities with Maritime component
- Maritime component providing pre-positioned capability; CENTCOM wants contractor support to replace military assets ASAP
- Specialty capability

5. Provide Logistics Support to the Government

Key Elements

- office space, equipment and supplies
- vehicles/transportation
- warehousing, offloading, receipt/issue
- communications/mail service
- administrative services (secretarial, reproduction, etc.)
- housing and recreational facilities
- food, laundry and other life support services
- minor personal items

Deliverables:

- Supplies and services as requested

Procurement Considerations:

- Contractor CSP assumes this support begins sometime after movement into Iraq
- This requirement will probably extend through all phases of the operation

Tasks expected to be issued under either COE Contract, depending upon timing

6. Perform Emergency Restoration of Oil Systems

Key Tasks

- Set up facility operations center
- Prepare initial system operational plan – configuration, schedule, cost
- Establish system configuration, startup sequence and operating procedures
- Establish organization, control and communications measures

- Perform minor repairs and/or system modifications
- Organize and train the initial operating workforce
- Start up initial operating system
- Deliver oil to point of custody transfer
- Account for oil delivered

Deliverables (one-time deliverables, except for bullets #5 and 7):

- Activity report stating facility operations center set up is complete
- Initial operations plan
- Startup plan
- Operating procedures
- Progress report describing system repairs (weekly)
- SITREP reporting initial operation and oil delivery
- Metering records for oil at point of custody (as delivered)

Procurement Considerations:

- Execution will be required early on the operation
- Not well addressed in the Contractor's CRP

7. Manage Oil Reservoir

Key Tasks

- Collect historical/production data
- Test well pressure and flow
- Assess reservoir condition
- Prepare reservoir management plan
- Manage reservoir during production

Deliverables:

- Oil field assessment report (one time)
- Oil field management plan (one time)
- Activity/status reports (weekly)

Procurement Considerations:

- Specialized task
- Not time critical

8. Internal Distribution and Sales of Refined Product

Key Tasks:

- Identify domestic and military product needs
- Procure and deliver product at wholesale level
- Account for product and revenues

Deliverables:

- Product requirements projections (initial and weekly updates)
- Product delivery reports (weekly)
- Accounting records (available for audit)

Procurement Considerations:

- Contractor's CSP addresses this task to a limited degree
- There is some indication that other US Government agencies will provide this function

- **9. RESERVED**

Task expected to be issued under limited competition contract(s)

10. Repair Oil System

Key Tasks

- Evaluate system condition and status
- Develop and present repair scheme alternatives
- Prepare repair plan/schedule
- Coordinate funding/approval
- Prepare design
- Procure and deliver equipment, materials and spares
- Mobilize construction workforce
- Perform construction/repair work
- Perform system/component testing
- Update/as-built drawings
- Provide O&M information
- Turn over facilities to operating organization

Deliverables:

- System repair plan (concept & ROM estimate); management presentation (one time)
- Conceptual design/budget estimate (one time)
- Detailed design (one time).
- Resource-loaded construction schedule (initial submittal; update monthly)
- QA plan* (one time)
- Test reports (per QA plan)
- As-built drawings (one time per system/facility)
- O&M manuals (one time per system/facility)
- Input for system training (one time per system/facility)
- Turnover package (one time per system/facility)

Procurement Considerations:

- This is a major item – potentially >\$1B
- Less time sensitive than expedient repair/operation – duration ~1-2 years or more
- Consider awarding this and subsequent tasks under competitive procurements

11. Start up and Operate Oil System

Key Tasks:

- Prepare commissioning and startup plans
- Prepare operating and maintenance procedures
- Prepare and coordinate emergency response and reporting procedures
- Establish operations management structure (organization, control measures)
- Establish interfaces for marketing, sales, accounting, etc.
- Mobilize and train operating and maintenance workforce
- Execute commissioning and startup plans
- Operate system/deliver oil

Deliverables:

- Operations management plan (one time)
- Startup plan (one time per system/facility)
- O&M Procedures (one time per system/facility)
- Emergency response procedures (one time per system/facility)
- Training plan (one time)
- Activity reports describing startup and operations (weekly)
- SITREP reporting initial oil delivery (one time)

Procurement Considerations:

- This scope could conceivably end up being performed by the existing or new Iraqi oil company

Task expected to be issued under full and open competition

12. Repair Product Systems (Gas, Refining)

Key Tasks:

- Evaluate system condition and status
- Develop and present repair scheme alternatives
- Prepare repair plan/schedule
- Coordinate funding/approval
- Prepare design
- Procure and deliver equipment, materials and spares
- Mobilize construction workforce

- Perform construction/repair work
- Perform system/component testing
- Update/as-built drawings
- Prepare O&M information
- Turn over facilities to operating organization

Deliverables:

- System repair plan (concept & ROM estimate); management presentation (one time)
- Conceptual design/budget estimate (one time)
- Detailed design (one time)
- Resource-loaded construction schedule (initial submittal; update monthly)
- QA plan (one time)
- Test reports (per QA plan)
- As-built drawings (one time per system/facility)
- O&M manuals (one time per system/facility)
- Input for system training (one time per system/facility)
- Turnover package (one time per system/facility)

Procurement Considerations:

- This is a major item – potentially billions of dollars
- Individual product facilities are often major procurements individually
- Less time sensitive than expedient repair/operation – duration ~ 2 years or more

13. Start up and Operate Product Systems

Key Tasks:

- Prepare commissioning and startup plans
- Prepare operating and maintenance procedures
- Prepare and coordinate emergency response and reporting procedures
- Establish operations management structure (organization, control measures)
- Establish interfaces for marketing, sales, accounting, etc.
- Mobilize and train operating and maintenance workforce
- Execute commissioning and startup plans
- Operate systems/deliver products

Deliverables:

- Operations management plan (one time)
- Startup plan (one time per system/facility)
- O&M Procedures (one time per system/facility)
- Emergency response procedures (one time per system/facility)
- Training plan (one time)
- Activity reports describing startup and operations (weekly)
- Facility turnover report (one time)

Procurement Considerations:

- This scope could conceivably end up being performed by the existing or new Iraqi oil company

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF
6

1. CONTRACT/PURCH ORDER/AGREEMENT NO. DACA63-03-D-0005	2. DELIVERY ORDER/CALL NO. 0002	3. DATE OF ORDER/CALL <i>(YYYYMMDD)</i> 2003MAR10	4. REQUISITION/PURCH REQUEST NO. W45XMA3069816 5	5. PRIORITY
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6. ISSUED BY USACE FT. WORTH DISTRICT 819 TAYLOR STREET P.O. BOX 17300 FORT WORTH, TX 76102	7. ADMINISTERED BY <i>(If other than 6)</i> SAME AS ITEM 6	8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER <i>(See Schedule if other)</i>
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9. CONTRACTOR BROWN & ROOT SERVICES A DIVISION OF KELLOGG BROWN AND ROOT 9900 WESTPARK HOUSTON, TX 77063	10. DELIVER TO FOB POINT BY <i>(Date)</i> <i>(YYYYMMDD)</i>	11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
12. DISCOUNT TERMS NET 30	13. MAIL INVOICES TO THE ADDRESS IN BLOCK	

14. SHIP TO SEE STATEMENT OF WORK	15. PAYMENT WILL BE MADE BY US ARMY CORPS OF ENGINEERS FINANCE OFC ATTN: CEFC-AO 5722 INTEGRITY DRIVE MILLINGTON, TN 38054-5005	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
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16. TYPE OF ORDER <input checked="" type="checkbox"/> DELIVERY CALL <input type="checkbox"/> PURCHASE	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.	
Reference your _____ furnish the following on terms specified herein.		
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.		

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED <i>(YYYYMMDD)</i>

If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
21 NA 2003 2020.0000 M2 2003 8073 21304500000 41443 2512 C5741J (\$6,700,000.00)

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
0001	LAW WITH ATTACHED STATEMENT OF WORK DATED 10 MAR 2003 (5 PAGES).				
					NOT TO EXCEED

*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and enclose.	24. UNITED STATES OF AMERICA BY: JOHN H. RODGERS <i>(Signature)</i> CONTRACTING/ORDERING OFFICER	25. TOTAL \$6,700,000.00	26. DIFFERENCES
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28. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED	27. SHIP. NO. PARTIAL FINAL	29. D.O. VOUCHER NO.	30. INITIALS
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31. PAYMENT COMPLETE PARTIAL FINAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR
34. CHECK NUMBER	35. BILL OF LADING NO.	

37. RECEIVED AT	38. RECEIVED BY <i>(Print)</i>	39. DATE RECEIVED <i>(YYYYMMDD)</i>	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.
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STATEMENT OF WORK QUICK FIX DESIGN

10 March 2003 - 1400

1.0 (S) General.

1.1 (S) Purpose and Period of Performance.

1.1.1 (S) Purpose. Hostilities in Iraq could result in damage to the Iraqi oil infrastructure, or at least interrupt or degrade operational control of oil systems. It is the goal of the U.S. Government to restore Iraqi crude oil production and export capability as quickly as possible. The Contingency Support Plan was developed to support this goal and serves as a guide for actions taken under this contract and task order. The objective of this Task Order is to develop designs, equipment lists, specifications, and execution timelines/project schedules that include mobilization, transportation of personnel and equipment, construction, and start-up/test/commissioning operations for a rapid restoration of a 1.0 MMBD processing and export capability. This statement of work does not include the procurement of long lead equipment, which may be procured through issuance of a separate task order(s).

1.1.2 (S) Period of Performance. The contractor shall complete this SOW within 180 calendar days after award of this task order, unless otherwise directed. The following milestones shall be met:

- a. Conceptual Design – 14 calendar days after award of this task order.
 - b. 80% Design – 90 calendar days after award of this task order.
 - c. Final 100% Design – 150 calendar days after award of this task order.
 - d. Long lead equipment list and specifications – 30 calendar days after award of this task order.
 - e. All remaining deliverables – 180 days after award of this task order.
- All issues that may impact on the task order scope, cost or schedule shall be referred to the PCO for approval.

1.2 (S) Executive Agency. The Secretary of the Army has designated the U.S. Army Corps of Engineers (USACE) as the executive agent for the oil restoration mission. The Commander, USACE has assigned the mission to the Commander, Southwestern Division (CESWD). The Commander has established Task Force Restoration of Iraqi Oil (TF RIO) as the planning and executing organization for management and operations to restore Iraq's oil production capabilities. CESWD is the supporting division for TF RIO and provides technical, contracting and administrative support. The CESWD Contracting Officer or designated representative(s) will be the contractor's source of definitive guidance.

1.3 (S) Contract Management. As the Contracting Activity for this contract, CESWD has the authority, through a duly appointed Procuring Contracting Officer (PCO), to enter into, administer, and/or terminate this contract and make related determinations and findings. The

PCO may delegate specific authorities to Administrative Contracting Officers (ACOs) and/or Contracting Officer's Representatives (CORs). The PCO will identify his authorized representatives in writing to the Contractor. Responsibilities after award are in accordance with those defined in the contract and those applicable portions of the Federal Acquisition Regulation (FAR) and its supplements.

1.4 (S) Performance Standards. The Contractor will develop and provide the following material and services identified in section 2 below and other items in accordance with this Statement of Work (SOW). Unless indicated otherwise, performance standards will be in accordance with current industry standards for the type of work being performed. For the instances this SOW requires development of plans, schedules, lists or other program documentation, copies of those deliverables will be provided to the PCO and ACO/designated representatives.

1.5 (S) Requirements: Contractor will execute directed missions as described in Section 2 of this SOW.

1.6 (S) Operational Security (OPSEC) Plan. The memo, subject: Change in Classification of Oil Project and certain aspects of the project, effective 06 March 2003, addresses certain aspects of the mission. For clarity under this task order, the Contingency Support Plan, as a document, retains the SECRET/NOFORN classification until notification by the PCO changes that classification. The OPSEC Plan submitted under task order 1 for this contract will be used during execution of this statement of work.

1.7 (U) Travel Requirements: Travel necessary for the performance of this contract will be reimbursed IAW the SOW, FAR 31.205-46 and the Joint Travel Regulations (JTR).

1.7.1 (U) Allowable Costs. Projected travel cost shall be identified as a separate cost element when submitting cost estimates. Travel costs include per diem, car rental, local ground transportation and airfares. Per Diem will not exceed rates authorized by the JTR in effect at the time the expense is incurred. Travel costs do not include the wages and salaries of the travelers, nor other costs such as allocated direct costs and indirect costs.

1.8 (S) Information Systems: Over the life of this task order, the Contractor will utilize their existing network for passing data within the approved facility only. OPSEC conditions apply.

1.9 (S) Contractor/Government Relationships. As an independent Contractor, the Contractor shall have exclusive supervisory authority and responsibility over employees. The government shall manage the contract but will not exert control or supervision over contractor employees.

1.10 (S) Standards of Conduct. All contractor personnel or representatives shall comply with all applicable regulations in effect during the contract period. The Government, through its PCO or designated representative, reserves the right to require removal from the job site of any contractor employee who endangers persons or property, whose continued employment is inconsistent with the interests of military security, whose presence deters the accomplishment of work or whose conduct or appearance reflects disgrace or dishonor upon the Department of the Army. Furthermore, the Government reserves the right to refuse to permit any contractor employee to perform services under this contract who is not in compliance with requirements of this contract (for example, employees found to be lacking required qualifications or without legal immigration status). In such cases, the PCO and/or his representative will advise the Contractor of the reason for requesting an employee's removal. The removal from the job site of a contractor employee shall not relieve the Contractor of the requirement to provide sufficient personnel to perform and complete the specified tasks outlined herein.

1.11 (S) Access to Procedures, Records, Data, and Facilities. The Contractor shall allow the PCO or his duly authorized representatives access at any reasonable time to and 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 contract. Contractor shall maintain a Quality Control file of all inspections or tests conducted by the Contractor to include a record of any corrective actions taken. This file shall be subject to Government review at PCO, ACO or designated representative's discretion during the contract term. The file shall be the property of the Government and shall be turned over to the Government upon completion or termination of the contract or task order.

1.12 (S) Project Schedule. The Contractor will develop a Project Schedule using the current version of Primavera products for the update/revision of the Plans showing each activity and duration and estimated costs. Items to be included in the Project Schedule are the significant activities covered in this scope of work. These schedules shall be submitted in electronic format and a hard copy to the ACO 7 days after award of task order with updates submitted every week.

2.0 (S) Requirements.

2.1 (S) The contractor shall prepare detailed designs (drawings and specifications), bills of material, major equipment lists, equipment specifications and execution schedules for a "quick fix" restoration of Iraq surface oil facilities assuming a worst case (complete destruction) damage scenario. This Task Order shall be executed with a design team independent from all other task orders under this contract and with a design team independent from the design effort under LOGCAP task order 42 and is to be accomplished within the specified performance period. The quick fix plan shall be designed to restore a 1.0 MMBD crude processing and export capability in the South Rumaila fields in Iraq. The "Quick Fix" concept is based upon restoring the following facilities:

- a. Four (4) Gas-Oil Separator Plants (GOSPs). One each at sites "1Q", "2S", "3R", and "4J". Modular designs to achieve a 300,000 BPD throughput at each site.

- b. Pump stations and pipelines adequate to pump 1.0 MMBD processed crude to metering and export terminal at Mina Al Bakr.
- c. A Loading-Arm system at Mina Al Bakr rated for a 1.0MMBD export rate.
- d. Metering and pipelines as required.
- e. Associated electrical and instrumentation equipment.

The design will allow for desalting, dehydration and gas capture features to be added at a later date. Review conferences will be held at contractor's office at the following milestones: Conceptual design, 80% design and 100% design. The contractor will display the proposed review conference dates on the schedule required by paragraph 1.12 and will coordinate the dates with the PCO. The review conferences will be integrated into the period of performance as shown in paragraph 1.1.2. The period of performance shall not be delayed to accommodate these review conferences.

2.2 (S) Deliverables. As stated in paragraph 1.1.1, procurement packages are to be developed for the equipment items. The procurement packages are intended to allow separate procurement of major components from vendors who normally produce those components, to separately procure fabrication of other equipment items and separately procure construction services for the final installation of the components into an operational, installed system. The goal of separating the system into separate procurement packages is to "fast track" fabrication and construction to provide the installed operational facilities shown in paragraph 2.1, as rapidly as possible. The Contractor shall propose a scheme for procurement packages and "fast track" construction as a part of the conceptual design specified in paragraph 1.1.2. Deliverables to be provided in electronic format using commercially available CADD (Intergraph Microstation) and Microsoft Word software. The contractor is to propose the software systems to be used for this task order for approval by the PCO or designated representative. Upon completion of this task order, 10 hardcopy sets of deliverables are to be furnished to the PCO along with three sets of electronic files on compact discs.

2.2.1 (S) Design package to include design analysis/narrative, process flow diagrams, detailed drawings, plant layouts and associated piping, electrical/instrumentation and civil drawings.

2.2.2 (S) Complete Bill of Materials with procurement lead times and cost estimates.

2.2.3 (S) "Long lead time" equipment list of items whose procurement lead-time is ten (10) weeks or more.

2.2.4 (S) Specifications and Procurement Packages, described in paragraph 2.2, for all "long lead time" equipment.

2.2.5 (S) Project Execution Schedule and cost estimate providing for "fast track" fabrication and construction to separately install each major item listed in paragraph 2.1 at each site listed in paragraph 2.1.

2.2.6 (S) Plant Startup and Operating Manuals.

3.0. (U) Government Directives and Applicable Documents. Contractor is responsible for the acquisition of all currently updated references or other applicable documents necessary for the satisfactory completion of this effort herein. Government is not responsible for the comprehensive listing of all applicable or necessary references for this effort.

4.0 (U) Performance Assessment: Review and Acceptance. The review and acceptance of completed work will be at the site where work is performed. Review of the work will take place during the conferences at conceptual design, 80% completion and 100% completion of design stages.

4.1 (U) Rights. The Government shall have the right to review the Contractor's performance under this contract IAW the Inspection and Acceptance clauses. The PCO and/or representative may conduct such review of the Contractor's performance under the contract as determined appropriate and necessary. The PCO and/or representative shall exercise these responsibilities through his staff to ensure that the standards set forth herein are met. All designs produced under this task order shall become the property of the United States Army.

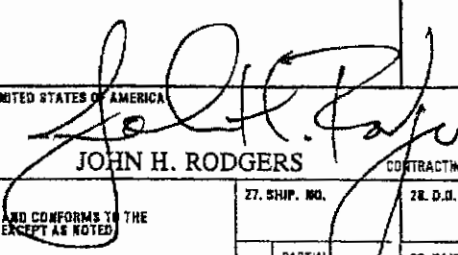
4.2 (U) Standards. Current industry standards for design, fabrication and installation of items listed in paragraph 2.1 shall be used in this Task Order.

4.3 (U) Corrective Actions. The contractor is responsible for correcting all design deficiencies identified by the Government and identified during fabrication and installation of the equipment listed in paragraph 2.1, at no additional cost to the government.

5.0 (S) Reports. The Contractor shall prepare, maintain and provide on a weekly basis, the reports listed below:

- a. Cost performance and status report.
- b. Schedule performance status report.

6.0 The contract shall submit a cost proposal for this task order within 14 days after task order award for the purpose of definitizing the cost of the task order.

ORDER FOR SUPPLIES OR SERVICES					PAGE 1 OF 14		
1. CONTRACT/PURCH ORDER/AGREEMENT NO. DACA63-03-D-0005		2. DELIVERY ORDER/CALL NO. 0003		3. DATE OF ORDER/CALL (YYYYMMDD) 2003MAR20	4. REQUISITION/PURCH REQUEST NO. W81G6830799618		
8. ISSUED BY USACE FT. WORTH DISTRICT 819 TAYLOR STREET P.O. BOX 17300 FORT WORTH, TX 76102			7. ADMINISTERED BY (If other than 8) SAME AS ITEM 6		9. DELIVERY FOR <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule # other)		
9. CONTRACTOR NAME AND ADDRESS BROWN & ROOT SERVICES A DIVISION OF KELLOGG BROWN AND ROOT 9900 WESTPARK HOUSTON, TX 77063			10. DELIVER TO FOR POINT BY (Date) (YYYYMMDD) SEE SOW		11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISAD- VANTAGED <input type="checkbox"/> WOMEN-OWNED		
14. SHIP TO SEE STATEMENT OF WORK			15. PAYMENT WILL BE MADE BY US ARMY CORPS OF ENGINEERS FINANCE OFC ATTN: CEFC-AO 5722 INTEGRITY DRIVE MILLINGTON, TN 38054-5005		13. MAIL INVOICES TO THE ADDRESS IN BLOCK MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.		
18. TYPE OF ORDER	DELIVERY/ CALL <input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.					
PURCHASE		Reference your _____ furnish the following on terms specified herein.					
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.							
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)		
If this box is marked, supplier must sign Acceptance and return the following number of copies:							
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE PR&C #W81G6830799618 (\$7,000,000.00)							
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
0001	LAW WITH ATTACHED STATEMENT OF WORK ENTITLED "BASIC OPERATIONS", 13 PAGES DATED 20 MAR 2003.						
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA BY:  JOHN H. RODGERS CONTRACTING/ORDERING OFFICER		25. TOTAL \$7,000,000.00 26. DIFFERENCES	
26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED				27. SHIP. NO.		28. D.O. VOUCHER NO.	
DATE _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____				29. PAID BY		30. INITIALS	
31. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.				31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. AMOUNT VERIFIED CORRECT FOR	
DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER _____				33. CHECK NUMBER		34. BILL OF LADING NO.	
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS	
						41. S/R ACCOUNT NUMBER	
						42. S/R VOUCHER NO.	

STATEMENT OF WORK

Basic Operations

Emergency Response Tasks for Iraq Oil Restoration

20 Mar 03 1300 CST

1.0 (S) General.

1.1 (S) Purpose and Period of Performance.

1.1.1 (S) Purpose. Hostilities in Iraq could result in damage to the Iraqi oil infrastructure, or at least interrupt or degrade operational control of oil systems. The effort required by this statement of work (SOW) is intended to support immediate actions by the US and coalition forces to respond to oil well fires and oil spills, and to prevent or mitigate significant hazards or damage to oil facilities. On the first day of the Ground War (G-day), Ground Forces secure Iraqi Oil Infrastructure facilities. These forces clear enemy forces with small arms fire to avoid damage. No earlier than the day after the Ground Forces secure an Iraq Oil Infrastructure facility, contractor personnel shall be notified by ACO that benign conditions exist and directed by the ACO to deploy from staging areas located behind the line of departure, i.e. Kuwait, to specific facilities. An Iraq Oil Infrastructure facility shall be considered benign and ready for a contractor if the following conditions are met:

- a. Facility is not within range of any enemy direct fire weapon systems.
- b. Facility has been cleared of all enemy forces, environmental hazards (NBC and industrial), mines, unexploded ordnance, booby-traps, and sabotage systems.
- c. Contractor does not enter the facility any earlier than the day after the facility has been secured and cleared and declared benign.

The purpose of this task order is to utilize teams currently in theater and integrate four additional assessment teams, which are being deployed by the LOGCAP Contract No. DAAA09-02-D-0007 Task Order #32, to be ready to assist in the safe shutdown and damage assessment of the Iraq Oil Infrastructure facilities. These personnel shall be on stand-by in Kuwait, and once benign conditions are established, these personnel shall assist in the safe shutdown and damage assessment of the Iraq Oil Infrastructure. Oil spill assessment and oil spill response teams shall deploy to specific locations and commence assessment and cleanup operations. The contract personnel shall be expected to have personal NBC protection equipment, helmets and body armor of such specifications as used by military or police units. The contract personnel shall be expected to perform shutdown procedures at the oil facilities only during daylight hours. These operations shall continue until all facilities are safely shut down. In addition, this SOW requires development of information management, analytical and communications tools to establish the infrastructure management system required for project execution.

1.1.2 (S) Period of Performance. The contractor shall complete the work required by this SOW within two years after award of this task order, unless otherwise directed.

1.2 (S) Executive Agency. The Secretary of the Army has designated the U.S. Army Corps of Engineers (USACE) as the executive agent for the oil restoration mission. The Commander, USACE has assigned the mission to the Commander, Southwestern Division (CESWD). The Commander has established Task Force Restoration of Iraqi Oil (TF RIO) as the planning and executing organization for management and operations to restore Iraq's oil production capabilities. CESWD is the supporting division for TF RIO and provides technical, contracting and administrative support. The CESWD Contracting Officer or designated representative(s) shall be the contractor's source of definitive guidance.

1.3 (S) Contract Management. As the Contracting Activity for this contract CESWD has the authority, through a duly appointed Procuring Contracting Officer (PCO); to enter into, administer, and/or terminate this contract and make related determinations and findings. The PCO may delegate specific authorities to Administrative Contracting Officers (ACOs) and/or Contracting Officer's Representatives (CORs). The PCO shall identify his authorized representatives in writing to the Contractor. Responsibilities after award are in accordance with those defined in the contract and those applicable portions of the Federal Acquisition Regulation (FAR) and its supplements.

1.4 (S) Performance Standards. The Contractor shall develop and provide the following material and services in accordance with this Statement of Work (SOW). Unless indicated otherwise, performance standards shall be in accordance with current industry standards for the type of work being performed. For the instances this SOW requires development of plans, schedules, lists or other program documentation, copies of those deliverables shall be provided to the ACO and designated representatives.

1.5 (S) Requirements. Contractor shall execute directed missions as described in Section 2 of this SOW.

1.6 (S) Operational Security (OPSEC) Plan. The memo, subject: Change in Classification of Oil Project and certain aspects of the project, effective 06 March 2003, addresses certain aspects of the mission. For clarity under this task order, the Contingency Support Plan, as a document, retains the SECRET/NOFORN classification until notification by the PCO changes that classification. The OPSEC Plan submitted under task order 1 for this contract shall be used during execution of this statement of work.

1.7 (U) Travel Requirements: Travel necessary for the performance of this contract shall be reimbursed IAW the SOW, FAR 31.205-46 and the Joint Travel Regulations (JTR).

1.7.1 (U) Allowable Costs. Projected travel cost shall be identified as a separate cost element when submitting cost estimates. Travel costs include per diem, car rental, local ground transportation and airfares. Per Diem shall not exceed rates authorized by the JTR in effect at the time the expense is incurring. Travel costs do not include the wages and salaries of the travelers, nor other costs such as allocated direct costs and indirect costs.

1.7.2 (U) Prior Approval. The contractor shall furnish the following information to the PCO or designated representative for approval prior to the date of travel: a) purpose of travel, b) proposed destination, c) proposed duration of travel, d) proposed number of personnel that shall be traveling and e) estimated cost of travel.

1.7.3 (U) Unscheduled Travel. In cases where prior notice is not feasible, Contractor shall notify the PCO or designated representative within 5 working days after travel begins, providing the above information, plus a justification statement which addresses the urgent need for travel and the circumstances that prevented prior notification.

1.8 (S) Information Systems. Over the life of this task order, the Contractor shall utilize their existing network for passing data within the approved facility only. OPSEC conditions apply. When notified by the ACO, that the mission is declassified, the contractor shall utilize their existing network for passing data from the theater sites to the home office and to Government sites as required during conduct of the mission. Information furnished to Government personnel and organizations shall be made using systems compatible with Government systems.

1.9 (S) Contractor/Government Relationships. As an independent Contractor, the Contractor shall have exclusive supervisory authority and responsibility over employees. The government shall manage the contract but shall not exert control or supervision over contractor employees.

1.10 (S) Standards of Conduct. All contractor personnel or representatives shall comply with all applicable regulations in effect during the contract period. The PCO or designated representative reserves the right to require removal from the job site any contractor employee who endangers persons or property; whose continued employment is inconsistent with the interests of military security, whose presence deters the accomplishment of work or whose conduct or appearance reflects disgrace or dishonor upon the Department of the Army. Furthermore, the Government reserves the right to refuse to permit any contractor employee to perform services under this contract who is not in compliance with requirements of this contract (for example, employees found to be lacking required qualifications or without legal immigration status). In such cases, the PCO/representative shall advise the Contractor of the reason for requesting an employee's removal or withdrawing his authorization. The removal from the job site of a contractor employee shall not relieve the Contractor of the requirement to provide sufficient personnel to complete the specified tasks outlined herein.

1.11 (S) Access to Procedures, Records, Data, and Facilities. The Contractor shall allow the PCO or his duly authorized representatives access at any reasonable time to and 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 contract. Contractor shall maintain a Quality Control file of all inspections or tests conducted by the Contractor to include a record of any corrective actions taken. This file shall be subject to Government review at PCO, ACO or designated representative's discretion during the contract term. The file shall be the property of the Government and shall be turned over to the Government upon completion or termination of the contract or this task order.

1.12 (S) Project Schedule. The Contractor shall develop a Project Schedule using the current version of Primavera products for the update/revision of the plans showing each activity and duration and estimated costs. Items to be included in the project schedule are (as a minimum): activation, subcontracting, transportation, mobilization/demobilization, logistical support, firefighting, oil spill response, assessments, surveying, site work, site visits and other significant activities covered in this scope of work. These schedules shall be submitted in electronic format and a hard copy to the ACO for review and coordination of schedule requirements within 7 days after award of task order with updates submitted every week. Weekly updates shall display actual status of completed work as well as work planned for the next seven days. The update shall display variances between planned work and actual work for the past seven days.

1.13 (S) Environmental Protection.

1.13.1 (S) Regulations and Laws. Current industry standards shall apply to conduct of the work covered by this SOW. Any Contractor personnel working on this contract are required to adhere to sound environmental practices and all applicable Environmental Protection and Enhancement laws and regulations. Current policy as adopted by U.S. Central Command (CENTCOM) shall be the primary environmental guidance. The guidance shall be attached to the CENTCOM operational order when available as a separate environmental annex. CENTCOM policy as currently stated is compliance with the Overseas Environmental Baseline Guidance Document (OEBGD, DoD Instruction (DODI) 4715.5-G, 15 Mar 2000). In keeping with the OEBGD, it is not the government's intention to remediate pre-existing sites (i.e. situations not caused by U.S. forces during hostilities, or by agents of the U.S. Government post-hostilities). General conditions for areas may be documented in United Nations reports published within the last five years. To document site-specific liabilities, initial assessments need to document (photographically, etc.) the condition of sites relative to pre-existing conditions. More detailed evaluation (e.g. analyses of samples of environmental media) may be pursued if visual evidence, likely site history (i.e. past use coupled with process knowledge), etc. warrant. Deviation from the general OEBGD guidelines shall be at the direction of the theater commander or subsequent appointed authority. Such deviations may be dictated to protect health and safety or to ensure effective execution of operations (e.g. restoration of petroleum production). As a general guide, soil remediation shall be limited to world industrial/commercial standards (i.e. approximately 400-1000 mg/kg total petroleum hydrocarbons (TPH)). Waterway and Maritime remediation shall be sufficient to meet the intent of the Oil Pollution Act of 1990 (OPA 90) or equivalent. Environmental protection matters shall be coordinated with the PCO or designated representative and Commander responsible for the AO.

1.13.2 (S) Compliance Requirements. The PCO or designated representative, or other regulatory officials on a non-notice basis may inspect any of the facilities occupied or serviced by the Contractor. Access for inspection by authorized personnel shall be granted upon request.

1.13.3 (S) Citations. The contractor shall indemnify and hold the US Army harmless for any fines and penalties that are received or issued as a result of contractor's failure to comply with environmental laws, regulations or orders unless such fines or penalties are incurred as a result of specific instructions by the PCO, after the contractor has informed the PCO of the potential violation. The Government shall have the right to offset any such monies due.

1.14 (S) Safety and Health Program. The Contractor shall establish a safety and health program, including methods and procedures for ensuring compliance with applicable Health and Safety standards. The Contractor's program shall be based upon applicable requirements from OSHA, AR 385-10 and EM 385-1-1. The Contractor shall coordinate with the PCO or designated representative to tailor program requirements and procedures in order to accommodate anticipated conditions in theater.

1.14.1 (S) Safety Orientation. Before starting work, the Contractor shall give each new employee a safety orientation concerning the hazards and precautions of the job assigned. A continuous training program shall be instituted by the Contractor to make employees aware of existing hazards and all new hazards.

1.14.2 (S) Reporting. The Contractor shall IMMEDIATELY report telephonically to the PCO and designated representative any bodily injury which result in a lost-time accident, death, damage to Government property, and accidental loss of Government property resulting from the activities of the Contractor, his agents, or employees. A written accident report shall be forwarded to the PCO and designated representative within two working days after the date of the accident. All accident records required shall be maintained by the Contractor and shall be made available to the Government upon request.

1.14.3 (S) Accident Analysis. The contractor shall make a thorough analysis of all accidents in order to eliminate the cause(s) of such accidents. The Contractor shall provide corrective action to support the results of the review to the PCO and designated representative.

1.14.4 (S) Liability. If citations are issued to the Government due to Contractor non-compliance with any standard the PCO shall deduct the fine from any monies due the Contractor.

2.0 (U) Requirements.

2.1 (U) Establish Management Infrastructure System. The Contractor shall utilize tools to support efficient management of the project, including technical data management systems; technical data input and reporting tools; engineering analysis and design tools; and network infrastructure. All data gathered and analyzed, products of the analysis and decision-making process are to become the property of the United States Government. The goal of this mission is essentially divided into two parts: The first part is to return the infrastructure to pre-hostility production levels (estimated at 2.4 MMBPD). The second part is to restore production capacity to 3.1 MMBPD. Management of the mission shall be directed to that goal.

2.1.1 (U) Scope. In general, the scope of work includes development of system requirements documents; recommendation and procurement of hardware and software systems if required; design and programming of databases if required, input tools, query functions and reports; uploading of existing technical data; and instructions and training to system users, both contractor staff and Government personnel.

2.1.2 (S) Function. The Contractor shall propose the system functionality and coordinate with the PCO or his designated representatives to establish specific additional design requirements, if any, and interfaces for these management systems. Functions to be supported include, but are not limited to:

- a. Management of oil system/facility data (database/GIS)
- b. Collection of facility design and condition assessment information (GPS, cameras, PDAs, etc.)
- c. Analysis of crude oil and product systems to predict production under existing and projected damage/repair scenarios
- d. Facility design
- e. Reporting of information to communicate status and performance, and to support decision-making processes to meet system goals.
- f. Manage Oil Reservoirs by collecting historical/production data, test well pressure and flow, and assess reservoir condition.

2.1.3 (U) Design Considerations. Given the breadth and complexity of the mission outlined in the Contingency Support Plan, the Contractor is to identify opportunities to integrate the various data management and analysis tools, and to automate data input, analysis and reporting functions.

2.1.4 (U) Deliverables. Contractor deliverables shall include:

2.1.4.1 (U) Hardware and software necessary to support system development and function if required; for example, servers, network systems, operating systems, server and client software. It is intended that this system be run using normal office-office computing systems. To the degree that individual users shall input and access data using available office computing equipment, additional user hardware and/or software need not be provided under this task.

2.1.4.2 (U) Hardware/software system development as required to establish and demonstrate system capabilities required by the approved system design.

2.1.4.3 (U) User interfaces including input and reporting screens, and any specialized hardware and software required for data collection, input and output; for example, "palm-top" computers, cameras and interface cables.

2.1.4.4 (U) Upload of existing facility data and real-time data entry as it is collected during the performance of this task order.

2.1.4.5 (S) Hardware and software necessary to establish capability to execute performance and production analyses of the oil system.

2.1.4.6 (S) Hardware and software necessary to establish capability to analyze system condition and design to support repair of facilities and systems.

2.1.4.7 (U) Analyses and design tasks as requested by the PCO or designated representative to communicate program information and to facilitate decision processes.

2.1.4.8 (U) Instructions and training as necessary to enable system users to input and access facility information, and to perform query and reporting functions defined as “user” capabilities in the system requirements document. Users may be contractor personnel or Government personnel.

2.1.5 (U) Performance Period. The Contractor shall proceed immediately and complete this task within 30 calendar days of award of this task order.

2.2 (S) Establish Initial Facility Operational Control. The Contractor shall provide technical and operational support necessary to limit safety and environmental damage immediately following hostilities, and to facilitate responsive documentation and reporting of system condition and capabilities.

2.2.1 (S) Scope. Contractor activities under this requirement may include, but are not limited to:

- a. Coordination with Government representatives
- b. Preparation of standardized templates, diagrams and status boards
- c. Analysis of oil system capabilities
- d. Technical advice, training and operations tasks associated with facility operation
- e. Collection, processing and reporting of system condition and status information
- f. Based on damage assessments for each location, provide list of materials and equipment needed for facility operation. Provide cost estimates and schedules showing costs and resources needed.
- g. Survey of local labor market

2.2.2 (U) Deliverables.

2.2.2.1 (U) Standard Operating Procedures (SOPs) which reflect agreed-upon roles and responsibilities; decision authorities and interfaces with the Government; activity, progress and status reporting processes.

2.2.2.2 (U) Standard templates for system status/condition/capability reports.

2.2.2.3 (U) Hardware, software for facility data collection, management and reporting systems, with existing data loaded.

2.2.2.4 (U) Instructions and training on user functions associated with facility data management and analysis systems.

2.2.2.5 (S) Throughput projections for oil systems as they are captured and evaluated, and for alternative scenarios as requested by the PCO or his designee.

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2.2.2.6 (S) Activity, situation and status reports as established in SOPs (para 2.2.2.1).

2.2.2.7 (S) Provide list of materials and equipment needed for facility operation of each location within 180 calendar days after the award date of the task order. Provide cost estimates and schedules showing costs and resources needed.

2.2.3 (U) Performance Period. The Contractor shall proceed immediately. Performance of this requirement shall continue for the term of the task order unless the ACO validates individual items are completed by the contractor or terminated by the PCO or his designee.

2.3 (S) Oil Well & Other Facilities Fire Suppression. Utilizing firefighting teams and equipment deployed by previous task order, extinguish all well, GOSP, pipeline, and other infrastructure fires as directed by the PCO or ACO.

2.3.1 (U) Scope. Contractor scope generally includes, but is not limited to:

- a. Operate pre-positioned equipment and deploy crews to specific sites in theater.
- b. Determine within 5 days after award of this task order, the additional equipment and crews required to complete firefighting within 240 calendar days after the award date of this task order.
- c. Report capabilities, readiness status and progress
- d. Provide technical advice to the Government
- e. Identify oil well fires, locate and name with GPS coordinates and enter into GIS database.
- f. Prioritize efforts
- g. Provide water or other materials as needed to extinguish fires
- h. Extinguish fires
- i. Cap/control wells, GOSPs and pipelines

2.3.2 (U) Deliverables:

2.3.2.1 (S) Oil related fire suppression in accordance with PCO/designee guidance on priorities and level of effort. Cap and/or control the wells, GOSPs and pipelines.

2.3.2.2 (S) Technical advice on fire fighting, such as time estimates, recommendations on approach and priorities.

2.3.2.3 (S) Situation, progress and status reports on firefighting efforts as prescribed in SOP (see para 2.2.2.1).

2.3.2.4 (S) Provide list of additional equipment and crews needed to complete the firefighting within 240 calendar days after the award date of this task order.

2.3.3 (U) Performance Period. The Contractor shall proceed upon direction of the PCO or designee, and continue until oil fires are extinguished, unless terminated by the PCO or his designee.

2.4 (S) Respond to Oil Spills. The Contractor shall provide all personnel, equipment, logistical support and operational management to mitigate and remediate oil spills resulting from Iraqi crude oil infrastructure failures, fires, or damage, on land and inland waterways and open seas as directed by the PCO or designee.

2.4.1 (S) Scope. The scope of work generally includes, but is not limited to:

- a. Utilize pre-positioned equipment and crews to respond to water-borne and land-based spills.
- b. Operate pre-positioned equipment and deploy crews to specific sites.
- c. Determine within 5 days of award of this task order, the additional equipment and crews required to clean up oil spills within 90 calendar days after the award date of this task order – with preference given to water-borne spill response.
- d. Report capabilities, readiness status and progress.
- e. Provide technical advice to the Government.
- f. Prioritize efforts.
- g. Stabilize spills.
- h. Provide materials as needed to clean up spills.
- i. Clean up spills.
- j. Properly contain, manage and dispose of materials.

2.4.2 (S) Planning guidance. Oil spill plan shall include equipment, materials and personnel which shall correspond with the type and quantity required to equip a comparable CONUS-based Oil Spill Response Organization (OSRO) under the OPA 90 federal regulations (pipeline, shore-side facilities, offshore export facilities). The type and capacity of the facilities currently being operated and the operating environment (sea conditions, weather, etc.) must be considered.

2.4.2.1 (S) Oil spill response shall be conducted in accordance with ACO guidance on priorities and level of effort.

2.4.2.2 (S) Site assessment reports shall contain an environmental assessment documenting existing conditions and containing recommended remedial actions. The ACO shall concur prior to initiation of action, unless emergency conditions warrant immediate action. The plan shall indicate that it is not the intent of this contract to remediate pre-hostilities environmental contamination unless such remediation is necessary to protect the health and safety of contractor and Government personnel during on-going restoration actions. The environmental assessment submitted for each site shall differentiate, to the extent practicable, between results caused by current hostilities and past practices. UN Reports dated March 1998 and 2000 are to be used as a baseline. Recommendations for remediation shall be limited to pollution caused by recent hostilities. As a general guide, soil remediation shall be limited to world industrial/commercial standards (i.e., approximately 400-1,000 mg/kg). Waterway and maritime remediation shall be sufficient to meet the intent of OPA 90 or equivalent. In lieu of other guidance, remediation shall be in accordance with the current version of the "Overseas

Environmental Baseline Guidance Document” (OEBGD).

- 2.4.2.2.1 (S) Environmental assessments shall contain the following at a minimum:
- a) Site location and date: (GPS and/or GIS with map showing location(s).
 - b) Site specific information: type of facility, photographs, current status, and extent of contamination/estimated quantities (this might be a very basic, visual inspection with some “shovel” work to determine depth, etc.)
 - c) Recommendations for site response: e.g., no action, on-site treatment and restoration; or removal and transport to treatment facility
 - d) Prioritization of response actions based upon Contingency Support Plan prepared under LOGCAP contract number DAAA09-02-D-0007 task order number 31.
 - e) Rough order of magnitude cost estimate.

Environmental assessments and the supporting maps and other information shall be submitted in electronic form as well as one hard copy for review and concurrence prior to start of remediation actions.

2.4.3 (U) Deliverables.

2.4.3.1 (S) Oil spill mitigation and/or remediation in accordance with PCO/designee guidance on priorities and level of effort. Assessment, remediation and mitigation services are to commence upon direction of the ACO in accordance with priorities established by the ACO and continue until oil spill mitigation/remediation efforts are completed or when terminated by the ACO.

2.4.3.2 (S) Technical advice in theater on oil spill response, such as time estimates, recommendations on approach and priorities.

2.4.3.3 (S) Daily situation, progress and status reports on spill response efforts as prescribed in SOP (see para 2.2.2.1).

2.4.3.4 (S) Provide, within 5 days of award of this task order, a list of additional equipment and crews needed to complete the oil spill mitigation/remediation within 90 calendar days after the award date of this task order.

2.5 (S) Emergency Restoration of Oil Systems. The contractor shall provide the necessary equipment, materials and personnel to perform and complete emergency repairs on oil wells, GOSPs and pipelines. Emergency repairs in this context are considered to be minor repairs that can be easily performed to stop leaks, correct safety deficiencies, and restore oil production.

3.0 (S) Government Furnished Information (GFI). In order to facilitate contractor responsiveness, the Government shall provide information on the Iraqi oil infrastructure and the evolving situation in theater within security constraints. Contractor access to and use of the information is subject to strict compliance with security requirements. In addition, the Government shall provide the contractor with pertinent information on CESWD administrative plans, logistical needs, and technical requirements associated with the Project. The Contractor

shall establish liaison with CESWD to facilitate rapid communication of any information needs.

4.0. (U) Government Directives and Applicable Documents. Contractor is responsible for the acquisition of all currently updated references or other applicable documents necessary for the satisfactory completion of this effort herein. Government is not responsible for the comprehensive listing of all applicable or necessary references for this effort. Initial documents and sources for initiating this effort are:

4.1. (U) Army Regulation (AR) 385-10, Army Safety Program

4.2. (U) AR 570-9, Host Nation Support.

4.3. (U) AR 715-9, Contractors Accompanying the Force.

4.4. (U) Army Field Manual (FM) 100-21, Contractors on the Battlefield.

4.5. (U) Department of the Army (DA) Pam 690-80, Use and Administration of Local Civilians in Foreign Areas During Hostilities.

4.6. (U) Army Corps of Engineers Manual (EM) 385-1-1, Safety and Health Requirements Manual.

4.7. (U) 29 Code of Federal Regulations (CFR), Part 1910, Occupational Safety and Health Standards

4.8. (U) 29 CFR 1926, Health and Safety Regulations for Construction

5.0 (S) Government Directives and Applicable Documents: General. The Contractor is obligated to follow and adhere to the governing directives and applicable documents as listed in the contract and the SOW. Supplements or amendments to those documents shall be considered to be in full force and effect upon receipt by the Contractor, except when such document is deemed to cause an increase or decrease in the cost of contract performance. In such event, the Contractor shall inform the Contracting Officer in writing prior to implementation of such supplement or change. If applicable, a negotiated change in contract price shall be made to the mutual satisfaction of both the Contractor and Government prior to implementation of the change.

6.0 (U) Performance Assessment: Inspection and Acceptance. The inspection and acceptance of executed and completed work shall be at the site where work is performed.

6.1 (U) Contractor's Quality Control Program. The Contractor's inspection system shall contain measures for prompt detection of any condition that fails to conform to the contract requirements. Corrective action procedures shall include, as a minimum, action to correct the deficiency and necessary measures to prevent recurrence of such deficiencies.

6.2 (U) Rights. The Government shall have the right to inspect the Contractor's performance under this contract LAW the Inspection and Acceptance clauses. The PCO/representative may conduct such inspection and surveillance of the Contractor's performance under the contract as determined appropriate and necessary. The PCO/representative shall exercise these responsibilities through his staff and in connection with Inspector General and any related agencies necessary to insure that the standards set forth herein are met.

6.3 (U) Standards. The standards set forth in each Task Order shall be the criteria by which the Contractor's performance shall be inspected. These standards may either be in full text or incorporated by reference (regulations, etc.).

6.4 (U) Methods. Government inspection personnel may monitor the Contractor's performance by physical inspection, review of reports and documentation.

6.5 (U) Corrective Actions. Direction to take corrective action for deficiencies identified by the Government shall be provided by the ACO.

6.6 (U) Performance Evaluation Meetings. The PCO or his representative shall specify the method and frequency of Performance Evaluation Meetings. A mutual effort shall be made to resolve any and all problems identified.

7.0 (S) Reports. The Contractor shall coordinate with the PCO or designated representative to establish expected reporting schedule and formats. Report requirements may include, but shall not necessarily be limited to:

7.1 (S) Situation Reports (SITREPs). The Contractor shall prepare, maintain and provide a daily SITREP. The Contractor shall provide all SITREPs to the ACO. All issues that may impact on the contract scope, cost or schedule shall be referred to the ACO for approval. If classified information is to be reported, it shall be addressed in each task order.

7.2 (S) After Action Review: The Contractor shall prepare, maintain and provide an After Action Review (AAR) to include Lessons Learned, as applicable. The Contracting Officer or designated representative shall prescribe the schedule for submittal of draft and final documents at a later date.

7.3 (S) Cost/Schedule/Performance Status Reports. The Contractor shall prepare, maintain and provide the Cost/Schedule/Performance Status Reports, on a weekly basis to include the next week's planned and resourced activities for contractor personnel and the locations where work is to be performed. All issues that may impact on the contract scope, cost or schedule shall be referred to the PCO/representative for approval. If classified information is to be reported, it shall be addressed in each task order.

7.4 (S) Trip Reports shall be submitted within seven calendar days after completion of each trip.

7.5 (S) Technical Reports shall be submitted on a prescribed schedule to describe activities of each major functional area, such as:

- a. Management Infrastructure System
- b. Oil Spills Response Teams
- c. Firefighting Teams
- d. Oil Systems Assessments
- e. Emergency Repairs

8.0 (S) Contractor Movement. Contractor movement shall be limited as follows:

- a. Contractors shall not be staged for missions any closer than the most recent line of departure unless otherwise directed by ACO.
- b. Contractors shall not travel with maneuver combat elements.
- c. Contractor shall move only with a task-organized unit that shall include security.

9.0 Contractor Cost Proposal.

Within 21 days of the award of this task order, the contractor shall submit a cost proposal for the purpose of negotiations to definitize the cost of this task order.

10.0 Task Order Funding.

This task order is funded with funds in the amount of \$7 million. The Government expects this amount to cover expenses for approximately 14 days. The Limitation of Costs clause is in effect for this task order.

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 15

1. CONTRACT/PURCH ORDER/AGREEMENT NO. DACA63-03-D-0005	2. DELIVERY ORDER/CALL NO. 0004	3. DATE OF ORDER/CALL 2003MAR20	4. REQUISITION/PURCH REQUEST NO. W81G6830799617	5. PRIORITY
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6. ISSUED BY USACE FT. WORTH DISTRICT 819 TAYLOR STREET P.O. BOX 17300 FORT WORTH, TX 76102	7. ADMINISTERED BY (if other than 6) SAME AS ITEM 6	8. DELIVERY FOR <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)
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9. CONTRACTOR NAME AND ADDRESS BROWN & ROOT SERVICES A DIVISION OF KELLOGG BROWN AND ROOT 9900 WESTPARK HOUSTON, TX 77063	10. DELIVER TO FOR POINT BY (Date) SEE SOW	11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
	12. DISCOUNT TERMS NET 30	
	13. MAIL INVOICES TO THE ADDRESS IN BLOCK 15	

14. SHIP TO SEE STATEMENT OF WORK	15. PAYMENT WILL BE MADE BY US ARMY CORPS OF ENGINEERS FINANCE OFC ATTN: CEFC-AO 5722 INTEGRITY DRIVE MILLINGTON, TN 38054-5005	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
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18. TYPE OF ORDER DELIVERY/CALL <input checked="" type="checkbox"/> PURCHASE <input type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. Reference your ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.
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NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
21 NA 2003 2020.0000 MO 2003 08 8070 21304500000 41443 2511 OJG1B (2,000,000)

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
0001	I/AW THE ATTACHED STATEMENT OF WORK DATED 20 MAR 2003 ENTITLED "LIFE SUPPORT", (14 PAGES)				

24. UNITED STATES OF AMERICA BY: JOHN H. RODGERS CONTRACTING/ORDERS OFFICER	25. TOTAL \$2,000,000.00
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26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED	27. SHIP IN <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	28. D.O. VOUCHER NO.	29. INITIALS
DATE _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____	31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR
30. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT. DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER _____			34. CHECK NUMBER
			35. BILL OF LADING NO.

37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

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STATEMENT OF WORK LIFE SUPPORT

As of: 20 March 2003 1030 CST

1.0 (S) General.

1.1 (S) Purpose and Period of Performance.

1.1.1 (S) Purpose. Hostilities in Iraq could result in damage to the Iraqi oil infrastructure, or at least interrupt or degrade operational control of oil systems. It is the goal of the U.S. Government to restore Iraqi crude oil production and export capability as quickly as possible. The Contingency Support Plan was developed to support this goal and serves as a guide for actions taken under this contract and task order. The objective of this Task Order is to provide and maintain base camp and life support areas for a total of approximately 5000 contractor and 155 government personnel in three (3) separate geographic locations. These support areas include but are not limited to administrative work areas, lodging, dining, transportation, health and welfare services and recreation as well as equipment storage in support of the overall mission activities.

1.1.2 (S) Period of Performance. The period of performance is for one-year from the award date of this task order and consists of a four-tiered approach. Tier 1 is basic facilities and is to be completed within 30 calendar days from the award date of this task order. Tier 2 is for modular prefabricated facilities at the Main and South Camps and is to be completed within 60 calendar days from the award date of this task order. Tier 3 is for modular prefabricated facilities at the North Camp and shall be completed within 30 calendar days of the ACO's directive to proceed. Tier 4 is for additional modular prefabricated facilities to support the increase in contractors' workforce. The task order shall have three six-month options to be executed if needed.

1.2 (S) Executive Agency. The Secretary of the Army has designated the U.S. Army Corps of Engineers (USACE) as the executive agent for the oil restoration mission. The Commander, USACE has assigned the mission to the Commander, Southwestern Division (CESWD). The Commander has established Task Force Restoration of Iraqi Oil (TF RIO) as the planning and executing organization for management and operations to restore Iraq's oil production capabilities. CESWD is the supporting division for TF RIO and provides technical, contracting and administrative support. The CESWD Contracting Officer or designated representative(s) shall be the contractor's source of definitive guidance.

1.3 (S) Contract Management. As the Contracting Activity for this contract, CESWD has the authority, through a duly appointed Procuring Contracting Officer (PCO), to enter into, administer, and/or terminate this contract and make related determinations and findings. The PCO may delegate specific authorities to Administrative Contracting Officers (ACOs) and/or Contracting Officer's Representatives (CORs). The PCO shall identify his authorized representatives in writing to the Contractor. Responsibilities after award are in accordance with those defined in the contract and those applicable portions of the Federal Acquisition Regulation (FAR) and its supplements.

Classified by: OSD

Declassified on April 22, 2004 in accordance with: "Record of Review for Declassification and Determinations, Documents Related to Contract DACA63-03-D-0005"

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1.4 (S) Performance Standards. The Contractor shall develop and provide the following material and services in accordance with this Statement of Work (SOW). Unless indicated otherwise, performance standards shall be in accordance with current LOGCAP standards as defined in contract number DAAA09-02-D-0007 and industry standards for the type of work being performed. For the instances this SOW requires development of plans, schedules, lists or other program documentation, copies of those deliverables shall be provided to the ACO and designated representatives.

1.5 (S) Requirements: Contractor shall execute directed missions as described in Section 2 of this SOW.

1.6 (S) Operational Security (OPSEC) Plan. The memo, subject: Change in Classification of Oil Project and certain aspects of the project, effective 06 March 2003, addresses certain aspects of the mission. For clarity under this task order, the Contingency Support Plan, as a document, retains the SECRET/NOFORN classification until notification by the PCO changes that classification. The OPSEC Plan submitted under task order 1 for this contract shall be used during execution of this statement of work.

1.7 (U) Travel Requirements: Travel necessary for the performance of this contract shall be reimbursed IAW the SOW, FAR 31.205-46 and the Joint Travel Regulations (JTR).

1.7.1 (U) Allowable Costs. Projected travel cost shall be identified as a separate cost element when submitting cost estimates. Travel costs include per diem, car rental, local ground transportation and airfares. Per Diem shall not exceed rates authorized by the JTR in effect at the time the expense is incurring. Travel costs do not include the wages and salaries of the travelers, nor other costs such as allocated direct costs and indirect costs.

1.7.2 (U) Prior Approval. The contractor shall furnish the following information to the PCO or designated representative for approval prior to the date of travel: a) purpose of travel, b) proposed destination, c) proposed duration of travel, d) proposed number of personnel that shall be traveling and e) estimated cost of travel.

1.7.3 (U) Unscheduled Travel. In cases where prior notice is not feasible, Contractor shall notify the PCO or designated representative within 5 working days after travel begins, providing the above information, plus a justification statement which addresses the urgent need for travel and the circumstances that prevented prior notification.

1.8 (S) Information Systems. Over the life of this task order, the Contractor shall utilize their existing network for passing data within the approved facility only. OPSEC conditions apply. When notified by the PCO/ACO that the mission is declassified, the contractor shall utilize their existing network for passing data from in-theater sites to the home office and to Government sites as required

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during conduct of the mission. Information furnished to Government personnel and organizations shall be made using systems compatible with Government systems.

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1.9 (S) Contractor/Government Relationships. As an independent contractor, the Contractor shall have exclusive supervisory authority and responsibility over employees. The government shall manage the contract but shall not exert control or supervision over contractor employees.

1.10 (S) Standards of Conduct. All contractor personnel or representatives shall comply with all applicable regulations in effect during the contract period. The Government, through its PCO or designated representative, reserves the right to require removal from the job site of any contractor employee who endangers persons or property, whose continued employment is inconsistent with the interests of military security, whose presence deters the accomplishment of work or whose conduct or appearance reflects disgrace or dishonor upon the Department of the Army. Furthermore, the Government reserves the right to refuse to permit any contractor employee to perform services under this contract who is not in compliance with requirements of this contract (for example, employees found to be lacking required qualifications or without legal immigration status). In such cases, the PCO and/or his representative shall advise the Contractor of the reason for requesting an employee's removal. The removal from the job site of a contractor employee shall not relieve the Contractor of the requirement to provide sufficient personnel to perform the specified tasks outlined herein.

1.11 (S) Access to Procedures, Records, Data, and Facilities. The Contractor shall allow the PCO or his duly authorized representatives access at any reasonable time to and 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 contract. Contractor shall maintain a Quality Control file of all inspections or tests conducted by the Contractor to include a record of any corrective actions taken. This file shall be subject to Government review at PCO, ACO or designated representative's discretion during the contract term. The file shall be the property of the Government and shall be turned over to the Government upon completion or termination of the contract or task order.

1.12 (S) Project Schedule. The Contractor shall develop a fully resourced project schedule using Primavera products and provide weekly updates and revisions displaying each activity, duration, estimated costs, budget or forecast costs, commitments and actual expenses. A separate schedule is to be prepared for each of the three main sites and any other sites to be constructed over the life of this task order. Items to be included in the Project Schedule are (as a minimum): activation, subcontracting, transportation, mobilization/demobilization, logistical support, surveying, site work, site visits and other significant activities covered in this scope of work. These schedules shall be submitted in electronic format and a hard copy to the ACO for review and coordination of schedule requirements 5 calendar days after award of task order with updates submitted every week. The schedule shall display the resourced activity for operation and maintenance requirements for the duration of the task order.

1.13 (S) Environmental Protection.

1.13.1 (S) Regulations and Laws. Current industry standards shall apply to conduct of the work covered by this SOW. Any Contractor personnel working on this contract are required to adhere to sound environmental practices and all applicable Environmental Protection and Enhancement laws and regulations. Current policy as adopted by U.S. Central Command (CENTCOM) shall be the primary

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environmental guidance. The guidance shall be attached to the CENTCOM operational order when available as a separate environmental annex. CENTCOM policy as currently stated is compliance with the Overseas Environmental Baseline Guidance Document (OEBGD, DoD Instruction (DODI) 4715.5-G, 15 Mar 2000). Deviation from the general OEBGD guidelines shall be at the direction of the theater commander or subsequent appointed authority. Environmental protection matters shall be coordinated with the PCO or designated representative and Commander responsible for the AO.

1.13.2 (S) Compliance Requirements. The PCO or designated representative, or other regulatory officials on a non-notice basis may inspect any of the facilities occupied or serviced by the Contractor. Access for inspection by authorized personnel shall be granted upon request.

1.14 (S) Safety and Health Program. The Contractor shall establish a safety and health program, including methods and procedures for ensuring compliance with applicable Health and Safety standards. The Contractor's program shall be based upon applicable requirements from OSHA, AR 385-10 and EM 385-1-1. The Contractor shall coordinate with the PCO or designated representative to tailor program requirements and procedures in order to accommodate anticipated conditions in theater.

1.14.1 (S) Safety Orientation. Before starting work, the Contractor shall give each new employee a safety orientation concerning the hazards and precautions of the job assigned. A continuous training program shall be instituted by the Contractor to make employees aware of existing hazards and all new hazards.

1.14.2 (S) Reporting. The Contractor shall IMMEDIATELY report telephonically to the PCO and designated representative any bodily injury resulting in a lost-time accident, death, damage to Government property, and accidental loss of Government property resulting from the activities of the Contractor, his agents, or employees. A written accident report shall be forwarded to the PCO and designated representative within two working days after the date of the accident. All accident records required shall be maintained by the Contractor and shall be made available to the Government upon request.

1.14.3 (S) Accident Analysis. The contractor shall make a thorough analysis of all accidents in order to eliminate the cause(s) of such accidents. The Contractor shall provide corrective action to support the results of the review to the PCO and designated representative.

1.14.4 (S) Liability. If citations are issued to the Government due to Contractor non-compliance with any standard the PCO shall deduct the fine from any monies due the Contractor.

2.0 (S) Requirements - Logistical Support to the Government. The contractor shall furnish all labor, materials, supplies and equipment to complete the following:

2.1 (S) Logistical Support to USACE Personnel. The contractor shall provide three temporary camps (Main, North and South) for a total of 155 USACE personnel and approximately 5000 contractor personnel at three separate geographic locations with limited expansion to other sites as

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All functions shall be provided full support services such as drinking water supply, waste removal, hot and cold water as required, sanitary waste collection and treatment, storm drainage, all weather unpaved road access, power generation and distribution and force protection measures to include security fencing and 24 hour guard services as required and coordinated with the ACO. All facilities shall be operated and maintained by the contractor to include cleaning of facilities, servicing of all equipment and re-supply as required. The contractor shall operate a 24-hour customer service function at each location to allow both Government and contractor personnel to report operation and maintenance issues and request maintenance support. That customer service function shall operate a personnel locator function with worldwide telephone access for non-duty hours emergency contacts.

2.1.2 (S) FEST-Main location – The contractor shall furnish all labor, materials, and equipment to provide one, single sleeping unit (E-1 of the attached sketches) with private bath; nine two-person sleeping units (E-2 of attached sketches); and 16 four-person sleeping units (E-3 of attached sketches) at this location for a total of 83 beds. Each two-person sleeping configuration and each four-person configuration shall contain one bath shared by the occupants.

The contractor shall furnish all labor, materials and equipment to construct a Military Operations Center (MOC). The MOC shall be located at an interior location within the Government's administrative and billeting areas. Within the MOC compound, the contractor shall provide one modular building (approximately 30' x 30') to serve as a secure communications center LAW AR 380-5 and AR 380-40. The building shall have no exterior windows, one 100 sq. ft. private office/communication equipment room with HVAC, one 200 sq. ft. conference room for secure VTC capability, one restroom and a large open work area. The private office shall house INMARSAT. The large open work area shall be furnished with work desks and chairs for 16 people. Each of the 16 work areas shall have electrical receptacles and one set of LAN/Hub connections with cabling back to the private office. The conference room and private office shall have a minimum of 7 electrical receptacles and two LAN/Hub connections with cabling back to the private office. The interior side of the modular buildings' extension walls and the ceiling shall have acoustical treatment similar to sound soak material or approved equal.

The MOC shall also provide administrative space for 28 people with a capability to incrementally expand to 36 people upon direction from the ACO. On the attached FEST Position Listing, the six headquarters and first 22 of FEST-Main staff shall have work areas within the MOC. The commander shall have a 200 sq. ft. office fully furnished, including a conference table to seat 12 people. The FEST Position Listing provides the number of private and shared offices as well as the number of single and shared usage workstations; i.e., computers. The MOC shall have a separate, secure, fenced area with 24-hour guard stationed at the security fence. The facility shall issue badges and control entry to the secure area at the guard station. Visitors shall require escorts within the compound and shall be issued badges clearly marked as Visitor – Escort Required. Within the MOC, the contractor shall furnish and operate a secure arms room, meeting Department of Army Physical Security requirements (AR 190-11) for the location. The arms room shall have a 24-hour guard station and shall include one Class 5 Weapons Cabinet with storage drawers equal to Hamilton Products Group, Inc. NSN 7110-00-931-0770, S.I. No. 489-107, and S.I. No. 489-120; and one Class 5

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Weapons Cabinet with Riffle Cart equal to Hamilton Products Group, Inc. S.I. No. 489-124. Both storage cabinets shall be bolted in place to prevent removal. The MOC shall provide a communications room to house network equipment and telephone backboard for distribution throughout the facility. The facility shall provide both secure and non-secure telephone service and SIPR access. A 200 square foot climate controlled storage space shall be provided for IM/PAO equipment.

The other Government administrative facility shall be able to accommodate the remaining FEST-Main personnel as listed in the attached FEST Position Listing. The listing provides the number of private and shared offices as well as the number of single and shared usage workstations; i.e., computers. A conference room shall be provided with a conference table large enough for 12 people and additional seating within the room for 20 people. A small break room shall be provided with a sink, potable drinking water, and a coffee maker with supplies. All the offices in the administrative facility and MOC shall be fully furnished.

2.1.2.1 (S) Telecommunications. The contractor shall provide a Local Area Network (LAN) capable of providing worldwide access and connectivity into .mil domains. LAN capabilities are at a minimum e-mail (Exchange 5.5), FTP, Internet (IE), MS Office Premium, Windows 2000 Professional, and Adobe Acrobat. Additional equipment includes but is not limited to:

- a. Adequate networked peripheral devices including color and black and white printers and copiers
- b. A minimum of one multi-line telephone instrument per workstation with worldwide and DSN access (if/when DSN available) (20 lines total for voice)
- c. A minimum of one Pentium 4 personal computer per workstation as outlined in the attached FEST position listing
- d. A minimum of two dedicated telephone lines for fax
- e. ISDN or like service for video conferencing (VTC)

2.1.3 (S) FEST-South location - The contractor shall furnish all labor, materials, and equipment to provide four two-person sleeping units (E-2 of attached sketches); and seven four-person sleeping units (E-3 of attached sketches) at this location for a total of 36 beds. Each two-person sleeping configuration and each four-person sleeping configuration shall contain one bath shared by the occupants.

The contractor shall furnish all labor, materials and equipment to construct a Military Operations Center (MOC). The MOC shall be located at an interior location within the Government's administrative and billeting areas. The MOC shall be a modular building (approximately 25' x 25') to serve as a secure communications center IAW AR 380-5 and AR 380-40. The building shall have no exterior windows, one 100 sq. ft. private office/communication equipment room with HVAC, one 200 sq. ft. conference room for secure VTC capability, one restroom and a large open work area. The private office shall house INMARSAT. The large open work area shall be furnished with work desks

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and chairs for 8 people. Each of the 8 work areas shall have electrical receptacles and one set of LAN/Hub connections with cabling back to the private office. The conference room and private office shall have a minimum of 7 electrical receptacles and two LAN/Hub connections with cabling back to the private office. The interior side of the modular buildings' extension walls and the ceiling shall have acoustical treatment similar to sound soak material or approved equal. An administrative office area is to be designated as the secure storage area, complete with a 4-drawer combination safe or equivalent.

The MOC shall have a separate, secure, fenced area with 24-hour guard stationed at the security fence. The facility shall issue badges and control entry to the secure area at the guard station. Visitors shall require escorts within the compound and shall be issued badges clearly marked as Visitor – Escort Required. Within the MOC, the contractor shall furnish and operate a secure arms room, meeting Department of Army Physical Security requirements (AR 190-11) for the location. The arms room shall have a 24-hour guard station and shall include one Class 5 Weapons Cabinet with storage drawers equal to Hamilton Products Group, Inc. NSN 7110-00-931-0770, S.I. No. 489-107, and S.I. No. 489-120; and one Class 5 Weapons Cabinet with Rifle Cart equal to Hamilton Products Group, Inc. S.I. No. 489-124. Both storage cabinets shall be bolted in place to prevent removal. The MOC shall provide a communications room to house network equipment and telephone backboard for distribution throughout the facility. The facility shall provide both secure and non-secure telephone service and SIPR access. A 100 square foot climate controlled storage space shall be provided for IM/PAO equipment.

The other Government administrative facility shall be able to accommodate the FEST-South personnel as listed in the attached FEST Position Listing. The listing provides the number of private and shared offices as well as the number of single and shared usage workstations; i.e., computers. A conference room shall be provided with a conference table large enough for 12 people and additional seating within the room for 15 people. A small break room shall be provided with a sink, potable drinking water, and a coffee maker with supplies. All the offices in the administrative facility and MOC shall be fully furnished.

2.1.3.1 (S) Telecommunications. The contractor shall provide a Local Area Network (LAN) capable of providing worldwide access and connectivity into .mil domains. LAN capabilities are at a minimum e-mail (Exchange 5.5), FTP, Internet (IE), MS Office Premium, Windows 2000 Professional, and Adobe Acrobat. Additional equipment includes but is not limited to:

- a. Adequate networked peripheral devices including color and black and white printers and copiers
- b. A minimum of one multi-line telephone instrument per workstation with worldwide and DSN access (if/when DSN available) (10 lines total for voice)
- c. A minimum of one Pentium 4 personal computer per workstation as outlined in attached FEST position listing
- d. A minimum of two dedicated telephone lines for fax
- e. ISDN or like service for video teleconferencing (VTC)

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2.1.4 (S) FEST-North location - The contractor shall furnish all labor, materials, and equipment to provide four two-person sleeping units (E-2 of attached sketches); and seven four-person sleeping units (E-3 of attached sketches) at this location for a total of 36 beds. Each two-person sleeping configuration and each four-person sleeping configuration shall contain one bath shared by the occupants.

The contractor shall furnish all labor, materials and equipment to construct a Military Operations Center (MOC). The MOC shall be located at an interior location within the Government's administrative and billeting areas. The MOC shall be a modular building (approximately 25' x 25') to serve as a secure communications center IAW AR 380-5 and AR 380-40. The building shall have no exterior windows, one 100 sq. ft. private office/communication equipment room with HVAC, one 200 sq. ft. conference room for secure VTC capability, one restroom and a large open work area. The private office shall house INMARSAT. The large open work area shall be furnished with work desks and chairs for 8 people. Each of the 8 work areas shall have electrical receptacles and one set of LAN/Hub connections with cabling back to the private office. The conference room and private office shall have a minimum of 7 electrical receptacles and two LAN/Hub connections with cabling back to the private office. The interior side of the modular buildings' extension walls and the ceiling shall have acoustical treatment similar to sound soak material or approved equal. An administrative office area is to be designated as the secure storage area, complete with a 4-drawer combination safe or equivalent.

The MOC shall have a separate, secure, fenced area with 24-hour guard stationed at the security fence. The facility shall issue badges and control entry to the secure area at the guard station. Visitors shall require escorts within the compound and shall be issued badges clearly marked as Visitor - Escort

Required. Within the MOC, the contractor shall furnish and operate a secure arms room, meeting Department of Army Physical Security requirements (AR 190-11) for the location. The arms room shall have a 24-hour guard station and shall include one Class 5 Weapons Cabinet with storage drawers equal to Hamilton Products Group, Inc. NSN 7110-00-931-0770, S.I. No. 489-107, and S.I. No. 489-120; and one Class 5 Weapons Cabinet with Riffle Cart equal to Hamilton Products Group, Inc. S.I. No. 489-124. Both storage cabinets shall be bolted in place to prevent removal. The MOC shall provide a communications room to house network equipment and telephone backboard for distribution throughout the facility. The facility shall provide both secure and non-secure telephone service and SIPR access. A 100 square foot climate controlled storage space shall be provided for IM/PAO equipment.

The other Government administrative facility shall be able to accommodate the FEST-North personnel as listed in the attached FEST Position Listing. The listing provides the number of private and shared offices as well as the number of single and shared usage workstations; i.e., computers. A conference room shall be provided with a conference table large enough for 12 people and additional seating within the room for 15 people. A small break room shall be provided with a sink, potable drinking water, and a coffee maker with supplies. All the offices in the administrative facility and MOC shall be fully furnished.

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2.1.4.1 (S) Telecommunications. The contractor shall provide a Local Area Network (LAN) capable of providing worldwide access and connectivity into .mil domains. LAN capabilities are at a minimum e-mail (Exchange 5.5), FTP, Internet (IE), MS Office Premium, Windows 2000 Professional, and Adobe Acrobat. Additional equipment includes but is not limited to:

- a. Adequate networked peripheral devices including color and black and white printers and copiers
- b. A minimum of one multi-line telephone instrument per workstation with worldwide and DSN access (if/when DSN available) (10 lines total for voice)
- c. A minimum of one Pentium 4 personal computer per workstation as outlined in the attached FEST position listing
- d. A minimum of two dedicated telephone lines for fax
- e. ISDN or like service for video teleconferencing (VTC)

2.2 (S) Contractor's Logistical Support. The Contractor shall provide logistical support to the prime contractor's staff and subcontractors' staff where the camps are located. Functions to be supported are similar to the ones provided for the USACE personnel and provided in the Contingency Support Plan. USACE and Contractor personnel shall share facilities with the exception of the housing and administrative areas.

2.3 (S) Performance Milestones. The contractor shall develop a detailed plan for Tier 1 facilities within 2 calendar days after award of this task order. Tier 2 and Tier 3 facility plans shall be provided within 7 calendar days after award of this task order. These plans shall be coordinated with the ACO and after coordination, four copies of the plan furnished to the ACO. The initial award of this task order for the logistical/life support of personnel is for a period of one year. Three six-month options shall be awarded as needed. The task order work shall be performed in four tiers with the following milestones:

a. Tier 1 - Basic facilities for a total of 500 people for the Main and South Camps shall be constructed utilizing GP medium tents and shall be completed within 30 calendar days of award of this task order. Upon direction by the ACO, basic facilities are to be constructed for 500 people at the North Camp, utilizing GP medium tents and shall be completed within 30 calendar days after ACO direction to proceed. At all three sites, the schedule shall provide for expeditious move-in of both Government personnel and contractor personnel that are working in the area. Expeditious shelter for sleeping, meals, water and sanitary conditions are to be occupied as the camp is further developed and completed. The contractor's schedule is to provide details as to the availability for expeditious move-in of Government and contractor staff.

b. Tier 2 - Modular prefabricated facilities for 119 USACE and 700 contractor personnel, which shall replace the basic facilities for the Main and South Camps, shall be completed within 60 calendar days of award of this task order.

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c. Tier 3 – Modular prefabricated facilities for 36 USACE and 400 contractor personnel, which shall be at the North Camp, shall be completed within 60 calendar days of the ACO's directive to proceed.

d. Tier 4 – Modular prefabricated facilities shall be provided as need at all three camps for expected increases in contractors' workforce and to other locations as directed by the ACO.

2.4 (S) Deliverables. The contractor shall commence shipments within 5 calendar days after award of this task order. Upon arrival, facility setup and construction are to commence upon direction of the PCO or designated representative in accordance with priorities established by the PCO or designated representative.

3.0 (S) Government Furnished Information (GFI). In order to facilitate contractor responsiveness, the Government shall provide information as needed regarding the evolving situation in theater within security constraints. Contractor access to and use of the information is subject to strict compliance with security requirements. In addition, the Government shall provide the contractor with pertinent information on CESWD administrative plans, logistical needs, and technical requirements associated with the Project. The Contractor shall establish liaison with CESWD to facilitate rapid communication of any information needs.

4.0. (U) Government Directives and Applicable Documents. Contractor is responsible for the acquisition of all currently updated references or other applicable documents necessary for the satisfactory completion of this effort herein. Government is not responsible for the comprehensive listing of all applicable or necessary references for this effort. Initial documents and sources for initiating this effort are:

4.1. (U) Army Regulation (AR) 385-10, Army Safety Program

4.2. (U) AR 570-9, Host Nation Support.

4.3. (U) AR 715-9, Contractors Accompanying the Force.

4.4. (U) Army Field Manual (FM) 100-21, Contractors on the Battlefield.

4.5. (U) Department of the Army (DA) Pam 690-80, Use and Administration of Local Civilians in Foreign Areas During Hostilities.

4.6. (U) Army Corps of Engineers Manual (EM) 385-1-1, Safety and Health Requirements Manual.

4.7. (U) 29 Code of Federal Regulations (CFR), Part 1910, Occupational Safety and Health Standards

4.8. (U) 29 CFR 1926, Health and Safety Regulations for Construction

4.9. (U) AR 405-70 Utilization of Real Property

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4.10. (U) AR 190-11 Physical Security of Arms, Ammunition, and Explosives

4.11. (U) AR 380-40 Policy for Safeguarding and Controlling COMSEC Information

4.12 (U) AR 380-5 Department of the Army Information Security Program

5.0 (S) Government Directives and Applicable Documents: General. The Contractor is obligated to follow and adhere to the governing directives and applicable documents as listed in the contract and the SOW. Supplements or amendments to those documents shall be considered to be in full force and effect upon receipt by the Contractor, except when such document is deemed to cause an increase or decrease in the cost of contract performance. In such event, the Contractor shall inform the PCO and ACO, in writing prior to implementation of such supplement or change. If applicable, a negotiated change in contract price shall be made to the mutual satisfaction of both the Contractor and Government prior to implementation of the change.

6.0 (U) Performance Assessment: Inspection and Acceptance. The inspection and acceptance of executed and completed work shall be at the site where work is performed. Inspection and documentation of constructed facilities and services shall be made by Government personnel in theater.

6.1 (U) Contractor's Quality Control Program. The Contractor's inspection system shall contain measures for prompt detection of any condition that fails to conform to the contract requirements. Corrective action procedures shall include, as a minimum, action to correct the deficiency and necessary measures to prevent recurrence of such deficiencies.

6.2 (U) Rights. The Government shall have the right to inspect the Contractor's performance under this contract IAW the Inspection and Acceptance clauses. The PCO and/or representative may conduct such inspection and surveillance of the Contractor's performance under the contract as determined appropriate and necessary. The PCO and/or representative shall exercise these responsibilities through his staff and in connection with Inspector General and any related agencies necessary to insure that the standards set forth herein are met.

6.3 (U) Standards. The contractor shall provide complete, usable engineered facilities, which require minimal maintenance and that comply with Quality System Standards of ISO 9000 (or equivalent).

6.4 (U) Methods. Government inspection personnel may monitor the Contractor's performance by physical inspection, review of reports and documentation as well as validated customer complaints.

6.5 (U) Corrective Actions. Direction to take corrective action for deficiencies identified by the Government shall be provided by the ACO.

6.6 (U) Performance Evaluation Meetings. The PCO and/or his representative shall specify the

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method and frequency of Performance Evaluation Meetings. A mutual effort shall be made to resolve any and all problems identified.

7.0 (S) Reports. The Contractor shall coordinate with the PCO or designated representative to establish expected reporting schedule and formats. Report requirements may include, but shall not necessarily be limited to:

7.1 (S) Situation Reports (SITREPs). The Contractor shall prepare, maintain and provide a daily SITREP. The Contractor shall provide all SITREPs to the ACO. All issues that may impact on the contract scope, cost or schedule shall be referred to the ACO for approval. If classified information is to be reported, it shall be addressed in each task order.

7.2 (S) After Action Review: The Contractor shall prepare, maintain and provide an After Action Review (AAR) to include Lessons Learned, as applicable. The Contracting Officer or designated representative shall prescribe the schedule for submittal of draft and final documents at a later date.

7.3 (S) Cost/Schedule/Performance Status Reports. The Contractor shall prepare, maintain and provide the Cost/Schedule/Performance Status Reports, on a weekly basis to include next week's planned and resourced activities for contractor personnel and the locations where work is to be performed. All issues that may impact on the contract scope, cost or schedule shall be referred to the PCO/representative for approval. If classified information is to be reported, it shall be addressed in each task order.

7.4 (S) Trip Reports shall be submitted within seven calendar days after completion of each trip.

8.0 Contractor Cost Proposal

Within 21 days of the award of this task order, the contractor shall submit a cost proposal for the purpose of negotiations to definitize the cost of this task order.

9.0 9.0 Task Order Funding.

This task order is funded with funds in the amount of \$2 million. The Government expects this amount to cover expenses for approximately 14 days. The Limitation of Costs clause is in effect for this task order.

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF
1

1. CONTRACT/PURCH ORDER/AGREEMENT NO. DACA63-03-D-0005	2. DELIVERY ORDER/CALL NO. 0005	3. DATE OF ORDER/CALL (YYYYMMDD) 2003MAY04	4. REQUISITION/PURCH REQUEST NO. W81G68-3124-0297	5. PRIORITY
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6. ISSUED BY USACE FT. WORTH DISTRICT 819 TAYLOR STREET P.O. BOX 17300 FORT WORTH, TX 76102	CODE	7. ADMINISTERED BY (If other than #) SAME AS ITEM 6	CODE	8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER <i>(See Schedule if other)</i>
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9. CONTRACTOR BROWN & ROOT SERVICES A DIVISION OF KELLOGG BROWN AND ROOT 9900 WEST PARK HOUSTON, TX 77063	CODE	FACILITY	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) 2003AUG03	11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
12. DISCOUNT TERMS NET 30			13. MAIL INVOICES TO THE ADDRESS IN BLOCK	

14. SHIP TO SEE STATEMENT OF WORK	CODE	15. PAYMENT WILL BE MADE BY US ARMY CORPS OF ENGINEERS FINANCE OFC ATTN: CEFC-AO 5722 INTEGRITY DRIVE MILLINGTON, TN 38054-5005	CODE	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
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16. TYPE OF ORDER	DELIVERY CALL <input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE <input type="checkbox"/>	Reference your _____ furnish the following on terms specified herein.
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.		

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
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If this box is marked, supplier must sign Acceptance and return the following number of copies:

ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
L&C #W81G68-3124-0297 (\$24,000,000)

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
0001	IAW THE ATTACHED STATEMENT OF WORK ENTITLED FUEL DISTRIBUTION SUPPORT FOR IRAQ OIL RESTORATION, 8 PAGES, DATED 4 MAY 2003				

24. UNITED STATES OF AMERICA	JOHN H. RODGERS CONTRACTING OFFICER	25. TOTAL	\$24,000,000
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26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED	27. SHIP. NO.	28. D.O. VOUCHER NO.	29. DIFFERENCES	30. INITIALS
DATE _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY
I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.			33. AMOUNT VERIFIED CORRECT FOR	
DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER			34. CHECK NUMBER	
			35. BILL OF LADING NO.	

37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.
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STATEMENT OF WORK

Fuel Distribution Support for Iraq Oil Restoration

4 May 2003 1000 CST

1.0 (U) General.

1.1 (U) Purpose and Period of Performance.

1.1.1 (U) Purpose. Hostilities in Iraq have resulted in damage to the Iraqi oil infrastructure, interrupted and degraded operational control of oil systems, caused a shortage of fuels and the ability to distribute those fuels. DoD-GC has determined that maintaining availability of fuel for domestic use is a responsibility of DoD under international law. The effort required by this statement of work (SOW) is to repair fuel product distribution systems, procure, import and distribute refined products (liquid products) and gas products (mixtures of propane and butanes referred to as LPG) in order to meet the domestic demand for fuels commercial and private use within Iraq, monitor fuel demand and availability as necessary to prevent localized or large-scale fuel shortfalls.

1.1.2 (U) Period of Performance. The contractor shall complete delivery of discrete quantities of fuel products and lubricants as directed by the ACO and complete all the work required by this SOW within 90 days after award of this task order, unless otherwise directed.

1.2 (U) Executive Agency. The Secretary of the Army has designated the U.S. Army Corps of Engineers (USACE) as the executive agent for the oil restoration mission. The Commander, USACE has assigned the mission to the Commander, Southwestern Division (CESWD). The Commander has established Task Force Restoration of Iraqi Oil (TF RIO) as the planning and executing organization for management and operations to restore Iraq's oil production capabilities. CESWD is the supporting division for TF RIO and provides technical, contracting and administrative support. The CESWD Contracting Officer or designated representative(s) will be the contractor's source of definitive guidance.

1.3 (U) Contract Management. As the Contracting Activity for this contract CESWD has the authority, through a duly appointed Procuring Contracting Officer (PCO), to enter into, administer, and/or terminate this contract and make related determinations and findings. The PCO may delegate specific authorities to Administrative Contracting Officers (ACOs) and/or Contracting Officer's Representatives (CORs). The PCO will identify his authorized representatives in writing to the Contractor. Responsibilities after award are in accordance with those defined in the contract and those applicable portions of the Federal Acquisition Regulation (FAR) and its supplements.

1.4 (U) Performance Standards. The Contractor will develop and provide the following material and services in accordance with this Statement of Work (SOW). Unless indicated otherwise, performance standards will be in accordance with current industry standards for the type of work being performed. For the instances this SOW requires development of plans, schedules, lists or other program documentation, copies of those deliverables will be provided to the ACO and designated representatives.

1.5 (U) Requirements. Contractor will execute directed missions as described in Section 2 of this SOW.

1.6 (U) Operational Security (OPSEC) Plan. The memo, subject: Change in Classification of Oil Project and certain aspects of the project, effective 22 March 2003, addresses certain aspects of the mission. For clarity under this task order, the Contingency Support Plan, as a document, retains the SECRET/NOFORN classification until notification by the PCO changes that classification. The OPSEC Plan submitted under task order 1 for this contract will be used during execution of this statement of work.

1.7 (U) Travel Requirements: Travel necessary for the performance of this contract will be reimbursed IAW the SOW, FAR 31.205-46 and the Joint Travel Regulations (JTR).

1.7.1 (U) Allowable Costs. Projected travel cost shall be identified as a separate cost element when submitting cost estimates. Travel costs include per diem, car rental, local ground transportation and airfares. Per Diem will not exceed rates authorized by the JTR in effect at the time the expense is incurring. Travel costs do not include the wages and salaries of the travelers, nor other costs such as allocated direct costs and indirect costs.

1.7.2 (U) Prior Approval. The contractor shall furnish the following information to the PCO or designated representative for approval prior to the date of travel: a) purpose of travel, b) proposed destination, c) proposed duration of travel, d) proposed number of personnel that will be traveling and e) estimated cost of travel.

1.7.3 (U) Unscheduled Travel. In cases where prior notice is not feasible, Contractor shall notify the PCO or designated representative within 5 working days after travel begins, providing the above information, plus a justification statement which addresses the urgent need for travel and the circumstances that prevented prior notification.

1.8 (U) Information Systems. Over the life of this task order, the Contractor will utilize their existing network for passing data within the approved facility only. OPSEC conditions apply. When notified by the ACO, that the mission is declassified, the contractor will utilize their existing network for passing data from the theater sites to the home office and to Government sites as required during conduct of the mission. Information furnished to Government personnel and organizations shall be made using systems compatible with Government systems.

1.9 (U) Contractor/Government Relationships. As an independent Contractor, the Contractor shall have exclusive supervisory authority and responsibility over employees. The government shall manage the contract but will not exert control or supervision over contractor employees.

1.10 (U) Standards of Conduct. All contractor personnel or representatives shall comply with all applicable regulations in effect during the contract period. The PCO or designated representative reserves the right to require removal from the job site any contractor employee who endangers persons or property; whose continued employment is inconsistent with the

interests of military security, whose presence deters the accomplishment of work or whose conduct or appearance reflects disgrace or dishonor upon the Department of the Army. Furthermore, the Government reserves the right to refuse to permit any contractor employee to perform services under this contract who is not in compliance with requirements of this contract (for example, employees found to be lacking required qualifications or without legal immigration status). In such cases, the PCO/representative will advise the Contractor of the reason for requesting an employee's removal or withdrawing his authorization. The removal from the job site of a contractor employee shall not relieve the Contractor of the requirement to provide sufficient personnel to complete the specified tasks outlined herein.

1.11 (U) Access to Procedures, Records, Data, and Facilities. The Contractor shall allow the PCO or his duly authorized representatives access at any reasonable time to and 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 contract. Contractor shall maintain a Quality Control file of all inspections or tests conducted by the Contractor to include a record of any corrective actions taken. This file shall be subject to Government review at PCO, ACO or designated representative's discretion during the contract term. The file shall be the property of the Government and shall be turned over to the Government upon completion or termination of the contract or this task order.

1.12 (U) Project Schedule. The Contractor will develop a Project Schedule using the current version of Primavera products for the update/revision of the plans showing each activity and duration and estimated costs. Items to be included in the project schedule are (as a minimum): activation, subcontracting, transportation, mobilization/demobilization, logistical support, firefighting, oil spill response, assessments, surveying, site work, site visits and other significant activities covered in this scope of work. These schedules shall be submitted in electronic format and a hard copy to the ACO for review and coordination of schedule requirements within 7 days after award of task order with updates submitted every week. Weekly updates will display actual status of completed work as well as work planned for the next seven days. The update will display variances between planned work and actual work for the past seven days.

1.13 (U) Environmental Protection.

1.13.1 (U) Regulations and Laws. Current industry standards shall apply to conduct of the work covered by this SOW. Any Contractor personnel working on this contract are required to adhere to sound environmental practices and all applicable Environmental Protection and Enhancement laws and regulations. Current policy as adopted by U.S. Central Command (CENTCOM) will be the primary environmental guidance. The guidance will be attached to the CENTCOM operational order when available as a separate environmental annex. CENTCOM policy as currently stated is compliance with the Overseas Environmental Baseline Guidance Document (OEBGD, DoD Instruction (DODI) 4715.5-G, 15 Mar 2000). In keeping with the OEBGD, it is not the government's intention to remediate pre-existing sites (i.e. situations not caused by U.S. forces during hostilities, or by agents of the U.S. Government post-hostilities). General conditions for areas may be documented in United Nations reports published within the last five years. To document site-specific liabilities, initial assessments need to document (photographically, etc.) the condition of sites relative to pre-existing conditions. More detailed

evaluation (e.g. analyses of samples of environmental media) may be pursued if visual evidence, likely site history (i.e. past use coupled with process knowledge), etc. warrant. Deviation from the general OEBGD guidelines will be at the direction of the theater commander or subsequent appointed authority. Such deviations may be dictated to protect health and safety or to ensure effective execution of operations (e.g. restoration of petroleum production). As a general guide, soil remediation shall be limited to world industrial/commercial standards (i.e. approximately 400-1000 mg/kg total petroleum hydrocarbons (TPH)). Waterway and Maritime remediation shall be sufficient to meet the intent of the Oil Pollution Act of 1990 (OPA 90) or equivalent. Environmental protection matters shall be coordinated with the PCO or designated representative and Commander responsible for the AO.

1.13.2 (U) Compliance Requirements. The PCO or designated representative, or other regulatory officials on a non-notice basis may inspect any of the facilities occupied or serviced by the Contractor. Access for inspection by authorized personnel shall be granted upon request.

1.13.3 (U) Citations. The contractor shall indemnify and hold the US Army harmless for any fines and penalties that are received or issued as a result of contractor's failure to comply with environmental laws, regulations or orders unless such fines or penalties are incurred as a result of specific instructions by the PCO, after the contractor has informed the PCO of the potential violation. The Government shall have the right to offset any such monies due.

1.14 (U) Safety and Health Program. The Contractor shall establish a safety and health program, including methods and procedures for ensuring compliance with applicable Health and Safety standards. The Contractor's program shall be based upon applicable requirements from OSHA, AR 385-10 and EM 385-1-1. The Contractor shall coordinate with the PCO or designated representative to tailor program requirements and procedures in order to accommodate anticipated conditions in theater.

1.14.1 (U) Safety Orientation. Before starting work, the Contractor shall give each new employee a safety orientation concerning the hazards and precautions of the job assigned. A continuous training program shall be instituted by the Contractor to make employees aware of existing hazards and all new hazards.

1.14.2 (U) Reporting. The Contractor shall IMMEDIATELY report telephonically to the PCO and designated representative any bodily injury which result in a lost-time accident, death, damage to Government property, and accidental loss of Government property resulting from the activities of the Contractor, his agents, or employees. A written accident report shall be forwarded to the PCO and designated representative within two working days after the date of the accident. All accident records required shall be maintained by the Contractor and will be made available to the Government upon request.

1.14.3 (U) Accident Analysis. The contractor shall make a thorough analysis of all accidents in order to eliminate the cause(s) of such accidents. The Contractor shall provide corrective action to support the results of the review to the PCO and designated representative.

1.14.4 (U) Liability. If citations are issued to the Government due to Contractor non-compliance with any standard the PCO shall deduct the fine from any monies due the Contractor.

2.0 (U) Requirements.

2.1 (U) The Contractor shall preserve a distribution capacity by assessing and upon order from ACO, repairing fuel product distribution systems, providing logistics management services, procurement and transportation of refined products (liquid product) and gas products (mixtures of propane and butanes referred to as LPG) to support the Iraqi refining and distribution organizations in order to meet the domestic demand for fuels for power production, commercial and private use within Iraq. The contractor shall maximize reliance upon established Iraqi mechanisms, but work with them to monitor fuel demand and availability as directed by the ACO, assist the Iraqi organizations as necessary by providing lubrication and fuel products and services as necessary to prevent localized or large-scale fuel shortfalls. The Contractor shall receive direction only from the ACO but perform work in close coordination with the Iraq Oil Ministry (IOM), FEST-M (RIO) and others as necessary to gather real-time field information and coordinate specific requirements and deliveries. The Contractor shall recommend for ACO approval any procurements.

2.1.1 (U) Scope. In general, the scope of work includes, but is not limited to:

- a. Identify and coordinate with the Iraqi refining and distribution organizations to determine status and critical needs of the product production and distribution systems;
- b. Coordinate and report fuel availability for power generation needs with the FEST-M (RIO) which will in turn coordinate with the ORHA Infrastructure Coordinating Group;
- c. Report critical needs and shortfalls to RIO and others as directed;
- d. Assess, develop a plan and upon approval of ACO, repair and restore fuel product distribution systems, such as pump stations, storage terminals, distribution centers, loading facilities, and LPG bottling and distribution plants;
- e. Manage receipt, accounting and reporting of information regarding fuels located by Coalition forces;
- f. Perform field investigation to determine capacity, condition and inventory of storage facilities identified by the ACO or others, if field information is not available;
- g. Manage receipt, accounting and reporting of information regarding fuel needs as reported by Coalition forces;
- h. Procure, import and deliver bulk and package fuels and lubricants to distribution nodes within Iraq;
- i. Coordinate delivery of fuels and lubricants provided or procured by others to distribution nodes within Iraq;
- j. Transport bulk and package fuels and lubricants to retail locations;
- k. NOT USED
- l. Allocation and management of fuel inventories in storage.

- m. Provide on-call or on-line information regarding current fuel inventories, requirements, allocations and scheduled deliveries;
- n. Coordinate delivery of donated fuels by other countries or nongovernmental agencies and provide fuels to meet remaining shortfalls.

2.1.2 (U) Deliverables. Contractor deliverables shall include, but not be limited to:

- a. Spreadsheet of fuel inventories by location and type (maintain online);
- b. List of fuel inventories newly reported by Coalition forces (daily);
- c. List of fuel receipts and deliverables (daily);
- d. Report any predicted or actual shortfalls in supply to the FEST-M (RIO) which will coordinate with the Humanitarian Operations Center (HOC) and the ORHA oil cell to provide an opportunity for other organizations, such as other countries or non-government agencies to assist, and to allow ORHA to participate in risk management decisions;
- e. Assessment reports of fuel facilities as required by the ACO.

3.0 (U) Government Furnished Information (GFI). In order to facilitate contractor responsiveness, the Government will provide information on the Iraqi oil infrastructure and the evolving situation in theater within security constraints. Contractor access to and use of the information is subject to strict compliance with security requirements. In addition, the Government will provide the contractor with pertinent information on CESWD administrative plans, logistical needs, and technical requirements associated with the Project. The Contractor shall establish liaison with CESWD to facilitate rapid communication of any information needs.

4.0. (U) Government Directives and Applicable Documents. Contractor is responsible for the acquisition of all currently updated references or other applicable documents necessary for the satisfactory completion of this effort herein. Government is not responsible for the comprehensive listing of all applicable or necessary references for this effort. Initial documents and sources for initiating this effort are:

- 4.1. (U) Army Regulation (AR) 385-10, Army Safety Program
- 4.2. (U) AR 570-9, Host Nation Support.
- 4.3. (U) AR 715-9, Contractors Accompanying the Force.
- 4.4. (U) Army Field Manual (FM) 100-21, Contractors on the Battlefield.
- 4.5. (U) Department of the Army (DA) Pam 690-80, Use and Administration of Local Civilians in Foreign Areas During Hostilities.
- 4.6. (U) Army Corps of Engineers Manual (EM) 385-1-1, Safety and Health Requirements Manual.

4.7. (U) 29 Code of Federal Regulations (CFR), Part 1910, Occupational Safety and Health Standards

4.8. (U) 29 CFR 1926, Health and Safety Regulations for Construction

5.0 (U) Government Directives and Applicable Documents: General. The Contractor is obligated to follow and adhere to the governing directives and applicable documents as listed in the contract and the SOW. Supplements or amendments to those documents shall be considered to be in full force and effect upon receipt by the Contractor, except when such document is deemed to cause an increase or decrease in the cost of contract performance. In such event, the Contractor shall inform the Contracting Officer in writing prior to implementation of such supplement or change. If applicable, a negotiated change in contract price shall be made to the mutual satisfaction of both the Contractor and Government prior to implementation of the change.

6.0 (U) Performance Assessment: Inspection and Acceptance. The inspection and acceptance of executed and completed work will be at the site where work is performed.

6.1 (U) Contractor's Quality Control Program. The Contractor's inspection system shall contain measures for prompt detection of any condition that fails to conform to the contract requirements. Corrective action procedures shall include, as a minimum, action to correct the deficiency and necessary measures to prevent recurrence of such deficiencies.

6.2 (U) Rights. The Government shall have the right to inspect the Contractor's performance under this contract IAW the Inspection and Acceptance clauses. The PCO/representative may conduct such inspection and surveillance of the Contractor's performance under the contract as determined appropriate and necessary. The PCO/representative shall exercise these responsibilities through his staff and in connection with Inspector General and any related agencies necessary to insure that the standards set forth herein are met.

6.3 (U) Standards. The standards set forth in each Task Order shall be the criteria by which the Contractor's performance will be inspected. These standards may either be in full text or incorporated by reference (regulations, etc.).

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not necessarily be limited to:

7.1 (U) Situation Reports (SITREPs). The Contractor will prepare, maintain and provide a daily SITREP. The Contractor will provide all SITREPs to the ACO. All issues that may impact on the contract scope, cost or schedule shall be referred to the ACO for approval. If classified information is to be reported, it will be addressed in each task order.

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7.3 (U) Cost/Schedule/Performance Status Reports. The Contractor will prepare, maintain and provide the Cost/Schedule/Performance Status Reports, on a weekly basis to include the next week's planned and resourced activities for contractor personnel and the locations where work is to be performed. All issues that may impact on the contract scope, cost or schedule shall be referred to the PCO/representative for approval. If classified information is to be reported, it will be addressed in each task order.

7.4 (U) Trip Reports shall be submitted within seven calendar days after completion of each trip.

7.5 (U) Technical Reports shall be submitted on a prescribed schedule to describe activities of each major functional area, such as: See paragraph 2.1.2.

8.0 (U) Contractor Movement. Contractor movement will be limited as follows:

- a. Contractors will not be staged for missions any closer than the most recent line of departure unless otherwise directed by ACO.
- b. Contractors will not travel with maneuver combat elements.
- c. Contractor will move only with a task-organized unit that will include security.

9.0 (U) Contractor Cost Proposal Submission

The contractor shall submit a cost proposal for this task order within 21 days of the award of this task order.

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. 163-03-D-0005	2. DELIVERY ORDER/ CALL NO. 00050006	3. DATE OF ORDER/CALL 2003 Dec 08	4. REQ./ PURCH. REQUEST NO. W81G68-3338-2890	5. PRIORITY
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6. ISSUED BY USACE, FT. WORTH DISTRICT CONTRACTING DIVISION 819 TAYLOR STREET, RM 2A19 P O BOX 17300 FORT WORTH TX 76102-0300	CODE DACA63	7. ADMINISTERED BY SEE ITEM 6	CODE	8. DELIVERY FOB <input checked="" type="checkbox"/> DEST <input type="checkbox"/> OTHER (See Schedule if other)
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9. CONTRACTOR KELLOGG BROWN & ROOT SERVICES, INC. 4100 CLINTON DRIVE HOUSTON TX 77020-0000	CODE 3GJU9	FACILITY 3GJU9	10. DELIVER TO FOB POINT BY (Date) 7 Dec 2004	11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
			12. DISCOUNT TERMS	
			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15	

14. SHIP TO SEE SCHEDULE	CODE	15. PAYMENT WILL BE MADE BY MILLINGTON USACE FINANCE CENTER, ATTN: CEFC-AO P 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005	CODE	PAYOFF	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
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16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Govt. agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE		Reference your quote dated
			Furnish the following on terms specified herein. REF:

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:			

17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE

21420200000 088070 251130JGDD21304500000 VIRQ 41443

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT

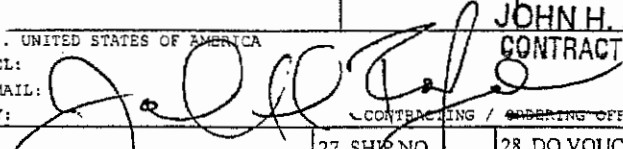
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	24. UNITED STATES OF AMERICA TEL: EMAIL: BY:	25. TOTAL \$222,000,000.00
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26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input checked="" type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED	27. SHIP NO. <input type="checkbox"/> PARTIAL <input checked="" type="checkbox"/> FINAL	28. DO VOUCHER NO.	30. INITIALS
DATE	SIGNATURE OF AUTHORIZED GOVT. REP.	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR

36. I certify this account is correct and proper for payment.	31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input checked="" type="checkbox"/> FINAL	34. CHECK NUMBER
DATE	SIGNATURE AND TITLE OF CERTIFYING OFFICER	35. BILL OF LADING NO.

38. RECEIVED BY	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.
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JOHN H. RODGERS
CONTRACTING OFFICER



STATEMENT OF WORK

Basic Operations – Post Supplemental Appropriations Act of 11/06/03

Restoration of Essential Infrastructure

5 December 2003

1.0 General.

1.1 Purpose and Period of Performance.

1.1.1 Purpose. The effort required by this statement of work (SOW) is intended to support actions required to restore the following:

- a. Pipeline crossing of the Tigris River in the vicinity of the Al Fatah Bridge.
- b. Installation of 50 kilometers of pipeline from Kirkuk to the Tigris River.
- c. Install emergency, back-up generation capability at various locations

1.1.2 Period of Performance. The contractor shall complete the work required by this SOW within one year after award of this task order, unless otherwise directed.

1.2 Executive Agency. The Secretary of the Army has designated the U.S. Army Corps of Engineers (USACE) as the executive agent for the oil restoration mission. The Commander, USACE has assigned the mission to the Commander, Southwestern Division (CESWD). The Commander has established Task Force Restore Iraqi Oil (TF RIO) as the planning and executing organization for management and operations to restore Iraq's oil production capabilities. CESWD is the supporting division for TF RIO and provides technical, contracting and administrative support. The CESWD Contracting Officer or designated representative(s) will be the contractor's source of definitive guidance.

1.3 Contract Management. As the Contracting Activity for this contract CESWD has the authority, through a duly appointed Procuring Contracting Officer (PCO), to enter into, administer, and/or terminate this contract and make related determinations and findings. The PCO may delegate specific authorities to Administrative Contracting Officers (ACOs) and/or Contracting Officer's Representatives (CORs). The PCO will identify his authorized representatives in writing to the Contractor. Responsibilities after award are in accordance with those defined in the contract and those applicable portions of the Federal Acquisition Regulation (FAR) and its supplements.

1.4 Performance Standards. The Contractor will develop and provide material and services in accordance with this Statement of Work (SOW). Unless indicated otherwise, performance standards will be in accordance with current industry standards for the type of work being performed. For the instances this SOW requires development of plans, schedules, lists or other program documentation, copies of those deliverables will be provided to the ACO and designated representatives.

1.5 Requirements. Contractor will execute directed missions as described in Section 2 of this SOW.

1.6 NOT USED

1.7 (U) Travel Requirements: Travel necessary for the performance of this contract will be reimbursed IAW the SOW, FAR 31.205-46 and the Joint Travel Regulations (JTR).

1.7.1 Allowable Costs. Projected travel cost shall be identified as a separate cost element when submitting cost estimates. Travel costs include per diem, car rental, local ground transportation and airfares. Per Diem will not exceed rates authorized by the JTR in effect at the time the expense is incurring. Travel costs do not include the wages and salaries of the travelers, nor other costs such as allocated direct costs and indirect costs.

1.7.2 Prior Approval. The contractor shall furnish the following information to the PCO or designated representative for approval prior to the date of travel: a) purpose of travel, b) proposed destination, c) proposed duration of travel, d) proposed number of personnel that will be traveling and e) estimated cost of travel.

1.7.3 Unscheduled Travel. In cases where prior notice is not feasible, Contractor shall notify the PCO or designated representative within 5 working days after travel begins, providing the above information, plus a justification statement which addresses the urgent need for travel and the circumstances that prevented prior notification.

1.8 Information Systems. Over the life of this task order, the Contractor will utilize existing network for passing data. Information furnished to Government personnel and organizations shall be made using systems compatible with Government systems.

1.9 Contractor/Government Relationships. As an independent Contractor, the Contractor shall have exclusive supervisory authority and responsibility over employees. The government shall manage the contract but will not exert control or supervision over contractor employees.

1.10 Standards of Conduct. All contractor personnel or representatives shall comply with all applicable regulations in effect during the contract period. The PCO or designated representative reserves the right to require removal from the job site any contractor employee who endangers persons or property; whose continued employment is inconsistent with the interests of military security, whose presence deters the accomplishment of work or whose conduct or appearance reflects disgrace or dishonor upon the Department of the Army. Furthermore, the Government reserves the right to refuse to permit any contractor employee to perform services under this contract who is not in compliance with requirements of this contract (for example, employees found to be lacking required qualifications or without legal immigration status). In such cases, the PCO/representative will advise the Contractor of the reason for requesting an employee's removal or withdrawing his authorization. The removal from the job site of a contractor employee shall not relieve the Contractor of the requirement to provide sufficient personnel to complete the specified tasks outlined herein.

1.11 Access to Procedures, Records, Data, and Facilities. The Contractor shall allow the PCO or his duly authorized representatives access at any reasonable time to and 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 contract. Contractor shall maintain a Quality Control file of all inspections or tests conducted by the Contractor to include a record of any corrective actions taken. This file shall be subject to Government review at PCO, ACO or designated representative's discretion during the contract term. The file shall be the property of the Government and shall be turned over to the Government upon completion or termination of the contract or this task order.

1.12 Project Schedule. The Contractor will develop a project schedule showing detailed activities, durations and estimated costs. Items to be included in the project schedule are (as a minimum): activation, subcontracting, transportation, mobilization/demobilization, logistical support, firefighting, oil spill response, assessments, surveying, site work, site visits and other significant activities covered in this scope of work. These schedules shall be submitted in electronic format and a hard copy to the ACO for review and coordination of schedule requirements within 7 days after award of task order with updates submitted every week. Weekly updates will display actual status of completed work as well as work planned for the next seven days. The update will display variances between planned work and actual work for the past seven days.

1.13 Environmental Protection.

1.13.1 Regulations and Laws. Current industry standards shall apply to conduct of the work covered by this SOW. Any Contractor personnel working on this contract are required to adhere to sound environmental practices and all applicable Environmental Protection and Enhancement laws and regulations. Current policy as adopted by U.S. Central Command (CENTCOM) will be the primary environmental guidance. The guidance will be attached to the CENTCOM operational order when available as a separate environmental annex. CENTCOM policy as currently stated is compliance with the Overseas Environmental Baseline Guidance Document (OEBGD, DoD Instruction (DODI) 4715.5-G, 15 Mar 2000). In keeping with the OEBGD, it is not the government's intention to remediate pre-existing sites (i.e. situations not caused by U.S. forces during hostilities, or by agents of the U.S. Government post-hostilities). General conditions for areas may be documented in United Nations reports published within the last five years. To document site-specific liabilities, initial assessments need to document (photographically, etc.) the condition of sites relative to pre-existing conditions. More detailed evaluation (e.g. analyses of samples of environmental media) may be pursued if visual evidence, likely site history (i.e. past use coupled with process knowledge), etc. warrant. Deviation from the general OEBGD guidelines will be at the direction of the theater commander or subsequent appointed authority. Such deviations may be dictated to protect health and safety or to ensure effective execution of operations (e.g. restoration of petroleum production). As a general guide, soil remediation shall be limited to world industrial/commercial standards (i.e. approximately 400-1000 mg/kg total petroleum hydrocarbons (TPH)). Waterway and Maritime remediation shall be sufficient to meet the intent of the Oil Pollution Act of 1990 (OPA 90) or equivalent. Environmental protection matters shall be coordinated with the PCO or designated representative and Commander responsible for the AO.

1.13.2 Compliance Requirements. The PCO or designated representative, or other regulatory officials on a non-notice basis may inspect any of the facilities occupied or serviced

by the Contractor. Access for inspection by authorized personnel shall be granted upon request.

1.13.3 Citations. The contractor shall indemnify and hold the US Army harmless for any fines and penalties that are received or issued as a result of contractor's failure to comply with environmental laws, regulations or orders unless such fines or penalties are incurred as a result of specific instructions by the PCO, after the contractor has informed the PCO of the potential violation. The Government shall have the right to offset any such monies due.

1.14 Safety and Health Program. The Contractor shall establish a safety and health program, including methods and procedures for ensuring compliance with applicable Health and Safety standards. The Contractor's program shall be based upon applicable requirements from OSHA, AR 385-10 and EM 385-1-1. The Contractor shall coordinate with the PCO or designated representative to tailor program requirements and procedures in order to accommodate anticipated conditions in theater.

1.14.1 Safety Orientation. Before starting work, the Contractor shall give each new employee a safety orientation concerning the hazards and precautions of the job assigned. A continuous training program shall be instituted by the Contractor to make employees aware of existing hazards and all new hazards.

1.14.2 Reporting. The Contractor shall IMMEDIATELY report telephonically to the PCO and designated representative any bodily injury which result in a lost-time accident, death, damage to Government property, and accidental loss of Government property resulting from the activities of the Contractor, his agents, or employees. A written accident report shall be forwarded to the PCO and designated representative within two working days after the date of the accident. All accident records required shall be maintained by the Contractor and will be made available to the Government upon request.

1.14.3 Accident Analysis. The contractor shall make a thorough analysis of all accidents in order to eliminate the cause(s) of such accidents. The Contractor shall provide corrective action to support the results of the review to the PCO and designated representative.

1.14.4 Liability. If citations are issued to the Government due to Contractor non-compliance with any standard the PCO shall deduct the fine from any monies due the Contractor.

2.0 Requirements.

2.1 Construct pipeline crossing of the Tigris River in the vicinity of the Al Fatah Bridge. —

In the original workplan approved for RIO, it was anticipated the Al Fatah Bridge would be repaired through the USAID program. The RIO portion of replacing the pipelines under the bridge was the only costs and effort envisioned with that plan. The timeline for the bridge replacement has been determined to be a year away and that timeline does not meet RIO requirements to have the functional replacement pipeline. The pipelines will be able to increase oil flow from 300,000 barrels per day to 500,000 barrels per day, so any delay has significant

economic impact. No temporary bridging plan is available because the Iraqi Ministry of Housing and Construction has advised that only the bridge foundations will be used, so no significant structure will be available to hang new pipelines on. The task envisioned under this task order is to construct a new, pipeline-only bridge across the river or to tunnel under the river. The deciding factors for this decision will be time – in as much as the economic impact is stated above. There are up to 16 associated product pipelines to be included in the replacement river crossing. Provide plan for course of action, schedule, cost estimates and upon approval, execute the construction of the new river crossing.

2.2 Provide assistance to the Ministry of Oil staff, plan, procure and install 50 kilometers of 40-inch pipeline from Kirkuk to the Tigris River as required. The pipeline is approximately 15 years old and has reached the end of its design life. Corrosion and poor condition has caused the pipeline capacity to be downrated and transfers can only be accomplished at low flow rates and decreased pressures. The Ministry of Oil (MOO) and the State Company for Construction projects (SCOP) have begun work, both design and replacement of the pipeline. The determination has been made to completely replace the pipe and by replacing, flow rates can be increased from approximately 500,000 barrel per day to 800,000 barrels per day, displaying a significant economic impact of having the new pipeline available for use. The underground pipeline will also provide significant security improvements over the exposed, above-ground pipeline. SCOP will continue to work on the project. The effort under this task order consists of design and construction of three horizontal, directionally drilled crossings at the Kirkuk Irrigation Canal, the Riad Access Road and Irrigation Canal and the Zegeton River crossing. These crossings are to be closely coordinated with SCOP efforts to construct the pipeline and timelines are to coincide for the two efforts. Monitor pipeline construction and SCOP quality assurance program to assure compatibility of the efforts. Coordinate and assist activities of SCOP as required to assure coordination and timely completion of the two coincidental efforts. Procure materials as required to support the completion of the pipeline.

2.3 Install Emergency back-up generation capability. RIO and MOO efforts to restore the oil infrastructure have been adversely impacted by lack of stable power at key locations. The power grid improvements for the country have been delayed and stable power is required for many of the production facilities. For purposes of this task order, coordinate with MOO and ACO to develop a plan to procure and install emergency back up generation capacity at designated key infrastructure locations as directed by the ACO.

3.0 Government Furnished Information (GFI). In order to facilitate contractor responsiveness, the Government will provide information on the Iraqi oil infrastructure and the evolving situation in theater within security constraints. Contractor access to and use of the information is subject to strict compliance with security requirements. In addition, the Government will provide the contractor with pertinent information on CESWD administrative plans, logistical needs, and technical requirements associated with the Project. The Contractor shall establish liaison with CESWD to facilitate rapid communication of any information needs.

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DACA63-03-D-0005 – Task Order # 0006

conduct such inspection and surveillance of the Contractor's performance under the contract as determined appropriate and necessary. The PCO/representative shall exercise these responsibilities through his staff and in connection with Inspector General and any related agencies necessary to insure that the standards set forth herein are met.

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- a. Contractors will be staged as directed by ACO.
- b. Contractors will not travel with maneuver combat elements.

DACA63-03-D-0005 - Task Order # 0006

- c. Contractor will move only with a task-organized unit that will include security.

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. A63-03-D-0005	2. DELIVERY ORDER/ CALL NO. 00050007	3. DATE OF ORDER/CALL 2003 Dec 04	4. REQ/ PURCH. REQUEST NO. W81G68-3337-2656	5. PRIORITY
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ISSUED BY USACE, FT. WORTH DISTRICT CONTRACTING DIVISION 819 TAYLOR STREET, RM 2A19 P O BOX 17300 FORT WORTH TX 76102-0300	CODE DACA63	7. ADMINISTERED BY <p align="center">SEE ITEM 6</p>	CODE	8. DELIVERY FOB <input checked="" type="checkbox"/> DEST <input type="checkbox"/> OTHER (See Schedule if other)
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9. CONTRACTOR KELLOGG BROWN & ROOT SERVICES, INC. 4100 CLINTON DRIVE HOUSTON TX 77020-0000	CODE 3GJU9	FACILITY 3GJU9	10. DELIVER TO FOB POINT BY (Date) statement of work	12. DISCOUNT TERMS	11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15					

14. SHIP TO <p align="center">SEE SCHEDULE</p>	CODE	15. PAYMENT WILL BE MADE BY MILLINGTON USACE FINANCE CENTER, ATTN: CEFC-AO P 5722 INTEGRITY DRIVE MILLINGTON TN 38054-6005	CODE PAYOFF	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
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16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Govt. agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE	<input type="checkbox"/>	Reference your quote dated Furnish the following on terms specified herein. REF:

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:			

17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE
 21420200000 088070 251122FD8521304500000 VIRQ 41443

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	24. UNITED STATES OF AMERICA TEL: EMAIL: BY:	25. TOTAL \$325,000,000.00 29. DIFFERENCES 30. INITIALS
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26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED DATE _____ SIGNATURE OF AUTHORIZED GOVT. REP. _____	27. SHIP NO. <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	28. DO VOUCHER NO.	32. PAID BY 33. AMOUNT VERIFIED CORRECT FOR 34. CHECK NUMBER 35. BILL OF LADING NO.
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36. I certify this account is correct and proper for payment. DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER _____	31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL
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RECEIVED AT	38. RECEIVED BY	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.
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STATEMENT OF WORK
Iraq Oil Restoration Post 2004 Supplemental

3 Dec 2003

1.0 (U) General.

1.1 (U) Purpose and Period of Performance.

1.1.1 (U) Purpose. Hostilities in Iraq have resulted in damage to the Iraqi oil infrastructure, interrupted and degraded operational control of oil systems, caused a shortage of fuels and the ability to distribute those fuels. DoD-GC has determined that maintaining availability of fuel for domestic use is a responsibility of DoD under international law. The effort required by this statement of work (SOW) is to repair fuel product distribution systems, procure, import and distribute refined products (liquid products) and gas products (mixtures of propane and butanes referred to as LPG) in order to meet the domestic demand for fuels commercial and private use within Iraq, monitor fuel demand and availability as necessary to prevent localized or large-scale fuel shortfalls.

1.1.2 US) Period of Performance. The contractor shall complete delivery of discrete quantities of fuel products and lubricants as directed by the ACO and complete all the work required by this SOW **from date of award until 31 Mar 2004 or until funds are expended, which ever occurs sooner.**

1.2 (U) Executive Agency. The Secretary of the Army has designated the U.S. Army Corps of Engineers (USACE) as the executive agent for the oil restoration mission. The Commander, USACE has assigned the mission to the Commander, Southwestern Division (CESWD). The Commander has established Task Force Restoration of Iraqi Oil (TF RIO) as the planning and executing organization for management and operations to restore Iraq's oil production capabilities. CESWD is the supporting division for TF RIO and provides technical, contracting and administrative support. The CESWD Contracting Officer or designated representative(s) will be the contractor's source of definitive guidance.

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the ACO and designated representatives.

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who endangers persons or property; whose continued employment is inconsistent with the interests of military security, whose presence deters the accomplishment of work or whose conduct or appearance reflects disgrace or dishonor upon the Department of the Army. Furthermore, the Government reserves the right to refuse to permit any contractor employee to perform services under this contract who is not in compliance with requirements of this contract (for example, employees found to be lacking required qualifications or without legal immigration status). In such cases, the PCO/representative will advise the Contractor of the reason for requesting an employee's removal or withdrawing his authorization. The removal from the job site of a contractor employee shall not relieve the Contractor of the requirement to provide sufficient personnel to complete the specified tasks outlined herein.

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1.13 (U) Environmental Protection.

1.13.1 (U) Regulations and Laws. Current industry standards shall apply to conduct of the work covered by this SOW. Any Contractor personnel working on this contract are required to adhere to sound environmental practices and all applicable Environmental Protection and Enhancement laws and regulations. Current policy as adopted by U.S. Central Command (CENTCOM) will be the primary environmental guidance. The guidance will be attached to the CENTCOM operational order when available as a separate environmental annex. CENTCOM policy as currently stated is compliance with the Overseas Environmental Baseline Guidance Document (OEBGD, DoD Instruction (DODI) 4715.5-G, 15 Mar 2000). In keeping with the OEBGD, it is not the government's intention to remediate pre-existing sites (i.e. situations not caused by U.S. forces during hostilities, or by agents of the U.S. Government post-hostilities). General conditions for areas may be documented in United Nations reports published within the last five years. To document site-specific liabilities, initial assessments need to document

(photographically, etc.) the condition of sites relative to pre-existing conditions. More detailed evaluation (e.g. analyses of samples of environmental media) may be pursued if visual evidence, likely site history (i.e. past use coupled with process knowledge), etc. warrant. Deviation from the general OEBGD guidelines will be at the direction of the theater commander or subsequent appointed authority. Such deviations may be dictated to protect health and safety or to ensure effective execution of operations (e.g. restoration of petroleum production). As a general guide, soil remediation shall be limited to world industrial/commercial standards (i.e. approximately 400-1000 mg/kg total petroleum hydrocarbons (TPH)). Waterway and Maritime remediation shall be sufficient to meet the intent of the Oil Pollution Act of 1990 (OPA 90) or equivalent. Environmental protection matters shall be coordinated with the PCO or designated representative and Commander responsible for the AO.

1.13.2 (U) Compliance Requirements. The PCO or designated representative, or other regulatory officials on a non-notice basis may inspect any of the facilities occupied or serviced by the Contractor. Access for inspection by authorized personnel shall be granted upon request.

1.13.3 (U) Citations. The contractor shall indemnify and hold the US Army harmless for any fines and penalties that are received or issued as a result of contractor's failure to comply with environmental laws, regulations or orders unless such fines or penalties are incurred as a result of specific instructions by the PCO, after the contractor has informed the PCO of the potential violation. The Government shall have the right to offset any such monies due.

1.14 (U) Safety and Health Program. The Contractor shall establish a safety and health program, including methods and procedures for ensuring compliance with applicable Health and Safety standards. The Contractor's program shall be based upon applicable requirements from OSHA, AR 385-10 and EM 385-1-1. The Contractor shall coordinate with the PCO or designated representative to tailor program requirements and procedures in order to accommodate anticipated conditions in theater.

1.14.1 (U) Safety Orientation. Before starting work, the Contractor shall give each new employee a safety orientation concerning the hazards and precautions of the job assigned. A continuous training program shall be instituted by the Contractor to make employees aware of existing hazards and all new hazards.

1.14.2 (U) Reporting. The Contractor shall IMMEDIATELY report telephonically to the PCO and designated representative any bodily injury which result in a lost-time accident, death, damage to Government property, and accidental loss of Government property resulting from the activities of the Contractor, his agents, or employees. A written accident report shall be forwarded to the PCO and designated representative within two working days after the date of the accident. All accident records required shall be maintained by the Contractor and will be made available to the Government upon request.

1.14.3 (U) Accident Analysis. The contractor shall make a thorough analysis of all accidents in order to eliminate the cause(s) of such accidents. The Contractor shall provide corrective action to support the results of the review to the PCO and designated representative.

1.14.4 (U) Liability. If citations are issued to the Government due to Contractor non-compliance with any standard the PCO shall deduct the fine from any monies due the Contractor.

2.0 (U) Requirements.

2.1 (U) The Contractor shall preserve a distribution capacity by assessing and upon order from ACO, repairing fuel product distribution systems, providing logistics management services, procurement and transportation of refined products (liquid product) and gas products (mixtures of propane and butanes referred to as LPG) to support the Iraqi refining and distribution organizations in order to meet the domestic demand for fuels for power production, commercial and private use within Iraq. The contractor shall maximize reliance upon established Iraqi mechanisms, but work with them to monitor fuel demand and availability as directed by the ACO, assist the Iraqi organizations as necessary by providing lubrication and fuel products and services as necessary to prevent localized or large-scale fuel shortfalls. The Contractor shall receive direction only from the ACO but perform work in close coordination with the Iraq Oil Ministry (IOM), FEST-M (RIO) and others as necessary to gather real-time field information and coordinate specific requirements and deliveries. The Contractor shall recommend for ACO approval any procurements.

2.1.1 (U) Scope. In general, the scope of work includes, but is not limited to:

- a. Identify and coordinate with the Iraqi refining and distribution organizations to determine status and critical needs of the product production and distribution systems;
- b. Coordinate and report fuel availability for power generation needs with the FEST-M (RIO) which will in turn coordinate with the ORHA Infrastructure Coordinating Group;
- c. Report critical needs and shortfalls to RIO and others as directed;
- d. Assess, develop a plan and upon approval of ACO, repair and restore fuel product distribution systems, such as pump stations, storage terminals, distribution centers, loading facilities, and LPG bottling and distribution plants;
- e. Manage receipt, accounting and reporting of information regarding fuels located by Coalition forces;
- f. Perform field investigation to determine capacity, condition and inventory of storage facilities identified by the ACO or others, if field information is not available;
- g. Manage receipt, accounting and reporting of information regarding fuel needs as reported by Coalition forces;
- h. Procure, import and deliver bulk and package fuels and lubricants to distribution nodes within Iraq;
- i. Coordinate delivery of fuels and lubricants provided or procured by others to distribution nodes within Iraq;
- j. Transport bulk and package fuels and lubricants to retail locations;
- k. NOT USED

- l. Allocation and management of fuel inventories in storage.
- m. Provide on-call or on-line information regarding current fuel inventories, requirements, allocations and scheduled deliveries;
- n. Coordinate delivery of donated fuels by other countries or nongovernmental agencies and provide fuels to meet remaining shortfalls.

2.1.2 (U) Deliverables. Contractor deliverables shall include, but not be limited to:

- a. Spreadsheet of fuel inventories by location and type (maintain online);
- b. List of fuel inventories newly reported by Coalition forces (daily);
- c. List of fuel receipts and deliverables (daily);
- d. Report any predicted or actual shortfalls in supply to the FEST-M (RIO) which will coordinate with the Humanitarian Operations Center (HOC) and the ORHA oil cell to provide an opportunity for other organizations, such as other countries or non-government agencies to assist, and to allow ORHA to participate in risk management decisions;
- e. Assessment reports of fuel facilities as required by the ACO.

3.0 (U) Government Furnished Information (GFI). In order to facilitate contractor responsiveness, the Government will provide information on the Iraqi oil infrastructure and the evolving situation in theater within security constraints. Contractor access to and use of the information is subject to strict compliance with security requirements. In addition, the Government will provide the contractor with pertinent information on CESWD administrative plans, logistical needs, and technical requirements associated with the Project. The Contractor shall establish liaison with CESWD to facilitate rapid communication of any information needs.

4.0. (U) Government Directives and Applicable Documents. Contractor is responsible for the acquisition of all currently updated references or other applicable documents necessary for the satisfactory completion of this effort herein. Government is not responsible for the comprehensive listing of all applicable or necessary references for this effort. Initial documents and sources for initiating this effort are:

- 4.1. (U) Army Regulation (AR) 385-10, Army Safety Program
- 4.2. (U) AR 570-9, Host Nation Support.
- 4.3. (U) AR 715-9, Contractors Accompanying the Force.
- 4.4. (U) Army Field Manual (FM) 100-21, Contractors on the Battlefield.
- 4.5. (U) Department of the Army (DA) Pam 690-80, Use and Administration of Local Civilians in Foreign Areas During Hostilities.
- 4.6. (U) Army Corps of Engineers Manual (EM) 385-1-1, Safety and Health Requirements Manual.

4.7. (U) 29 Code of Federal Regulations (CFR), Part 1910, Occupational Safety and Health Standards

4.8. (U) 29 CFR 1926, Health and Safety Regulations for Construction

5.0 (U) Government Directives and Applicable Documents: General. The Contractor is obligated to follow and adhere to the governing directives and applicable documents as listed in the contract and the SOW. Supplements or amendments to those documents shall be considered to be in full force and effect upon receipt by the Contractor, except when such document is deemed to cause an increase or decrease in the cost of contract performance. In such event, the Contractor shall inform the Contracting Officer in writing prior to implementation of such supplement or change. If applicable, a negotiated change in contract price shall be made to the mutual satisfaction of both the Contractor and Government prior to implementation of the change.

6.0 (U) Performance Assessment: Inspection and Acceptance. The inspection and acceptance of executed and completed work will be at the site where work is performed.

6.1 (U) Contractor's Quality Control Program. The Contractor's inspection system shall contain measures for prompt detection of any condition that fails to conform to the contract requirements. Corrective action procedures shall include, as a minimum, action to correct the deficiency and necessary measures to prevent recurrence of such deficiencies.

6.2 (U) Rights. The Government shall have the right to inspect the Contractor's performance under this contract IAW the Inspection and Acceptance clauses. The PCO/representative may conduct such inspection and surveillance of the Contractor's performance under the contract as determined appropriate and necessary. The PCO/representative shall exercise these responsibilities through his staff and in connection with Inspector General and any related agencies necessary to insure that the standards set forth herein are met.

6.3 (U) Standards. The standards set forth in each Task Order shall be the criteria by which the Contractor's performance will be inspected. These standards may either be in full text or incorporated by reference (regulations, etc.).

6.4 (U) Methods. Government inspection personnel may monitor the Contractor's performance by physical inspection, review of reports and documentation.

6.5 (U) Corrective Actions. Direction to take corrective action for deficiencies identified by the Government will be provided by the ACO.

6.6 (U) Performance Evaluation Meetings. The PCO or his representative will specify the method and frequency of Performance Evaluation Meetings. A mutual effort will be made to resolve any and all problems identified.

7.0 (U) Reports. The Contractor shall coordinate with the PCO or designated representative to

establish expected reporting schedule and formats. Report requirements may include, but will not necessarily be limited to:

7.1 (U) Situation Reports (SITREPs). The Contractor will prepare, maintain and provide a daily SITREP. The Contractor will provide all SITREPs to the ACO. All issues that may impact on the contract scope, cost or schedule shall be referred to the ACO for approval. If classified information is to be reported, it will be addressed in each task order.

7.2 (U) After Action Review: The Contractor will prepare, maintain and provide an After Action Review (AAR) to include Lessons Learned, as applicable. The Contracting Officer or designated representative will prescribe the schedule for submittal of draft and final documents at a later date.

7.3 (U) Cost/Schedule/Performance Status Reports. The Contractor will prepare, maintain and provide the Cost/Schedule/Performance Status Reports, on a weekly basis to include the next week's planned and resourced activities for contractor personnel and the locations where work is to be performed. All issues that may impact on the contract scope, cost or schedule shall be referred to the PCO/representative for approval. If classified information is to be reported, it will be addressed in each task order.

7.4 (U) Trip Reports shall be submitted within seven calendar days after completion of each trip.

7.5 (U) Technical Reports shall be submitted on a prescribed schedule to describe activities of each major functional area, such as: See paragraph 2.1.2.

8.0 (U) Contractor Movement. Contractor movement will be limited as follows:

- a. Contractors will not be staged for missions any closer than the most recent line of departure unless otherwise directed by ACO.
- b. Contractors will not travel with maneuver combat elements.
- c. Contractor will move only with a task-organized unit that will include security.

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. 163-03-D-0005		2. DELIVERY ORDER/ CALL NO. 00050008		3. DATE OF ORDER/CALL 2004 Jan 30		4. REQ./ PURCH. REQUEST NO. WB1G68-4030-3131		5. PRIORITY	
6. ISSUED BY USACE, FT. WORTH DISTRICT CONTRACTING DIVISION 819 TAYLOR STREET, RM 2A19 P O BOX 17300 FORT WORTH TX 76102-0300				7. ADMINISTERED BY SEE ITEM 6		8. DELIVERY FOB <input checked="" type="checkbox"/> DEST <input type="checkbox"/> OTHER (See Schedule if other)			
9. CONTRACTOR KELLOGG BROWN & ROOT SERVICES, INC. 4100 CLINTON DRIVE HOUSTON TX 77020-0000		CODE 3GJU9		FACILITY 3GJU9		10. DELIVER TO FOB POINT BY (Date) SEE SCHEDULE		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED	
						12. DISCOUNT TERMS		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15	
14. SHIP TO SEE SCHEDULE		CODE		15. PAYMENT WILL BE MADE BY MILLINGTON USACE FINANCE CENTER, ATTN: CEFC-AO P 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005		CODE		PAYOFF MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER		DELIVERY/ CALL <input checked="" type="checkbox"/>		This delivery order/call is issued on another Govt. agency or in accordance with and subject to terms and conditions of above numbered contract.					
		PURCHASE		Reference your quote dated Furnish the following on terms specified herein. REF:					
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.									
NAME OF CONTRACTOR		SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)	
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:									
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE 21420200000 088070 252G22FD8521304500000 VIRQ 41443									
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE		23. AMOUNT
	SEE SCHEDULE								
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA TEL: EMAIL: BY:		JOHN H. RODGERS CONTRACTING OFFICER		25. TOTAL \$180,000,000.00	
26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED				27. SHIP NO.		28. DO VOUCHER NO.		29. DIFFERENCES	
DATE		SIGNATURE OF AUTHORIZED GOVT. REP.			31. PAYMENT <input type="checkbox"/> PARTIAL <input checked="" type="checkbox"/> FINAL		32. PAID BY		30. INITIALS
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Iraq Oil Restoration Post 2004 Supplemental

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(photographically, etc.) the condition of sites relative to pre-existing conditions. More detailed evaluation (e.g. analyses of samples of environmental media) may be pursued if visual evidence, likely site history (i.e. past use coupled with process knowledge), etc. warrant. Deviation from the general OEBGD guidelines will be at the direction of the theater commander or subsequent appointed authority. Such deviations may be dictated to protect health and safety or to ensure effective execution of operations (e.g. restoration of petroleum production). As a general guide, soil remediation shall be limited to world industrial/commercial standards (i.e. approximately 400-1000 mg/kg total petroleum hydrocarbons (TPH)). Waterway and Maritime remediation shall be sufficient to meet the intent of the Oil Pollution Act of 1990 (OPA 90) or equivalent. Environmental protection matters shall be coordinated with the PCO or designated representative and Commander responsible for the AO.

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2.1 (U) The Contractor shall preserve a distribution capacity by assessing and upon order from ACO, repairing fuel product distribution systems, providing logistics management services, procurement and transportation of refined products (liquid product) and gas products (mixtures of propane and butanes referred to as LPG) to support the Iraqi refining and distribution organizations in order to meet the domestic demand for fuels for power production, commercial and private use within Iraq. The contractor shall maximize reliance upon established Iraqi mechanisms, but work with them to monitor fuel demand and availability as directed by the ACO, assist the Iraqi organizations as necessary by providing lubrication and fuel products and services as necessary to prevent localized or large-scale fuel shortfalls. The Contractor shall receive direction only from the ACO but perform work in close coordination with the Iraq Oil Ministry (IOM), FEST-M (RIO) and others as necessary to gather real-time field information and coordinate specific requirements and deliveries. The Contractor shall recommend for ACO approval any procurements.

2.1.1 (U) Scope. In general, the scope of work includes, but is not limited to:

- a. Identify and coordinate with the Iraqi refining and distribution organizations to determine status and critical needs of the product production and distribution systems;
- b. Coordinate and report fuel availability for power generation needs with the FEST-M (RIO) which will in turn coordinate with the ORHA Infrastructure Coordinating Group;
- c. Report critical needs and shortfalls to RIO and others as directed;
- d. Assess, develop a plan and upon approval of ACO, repair and restore fuel product distribution systems, such as pump stations, storage terminals, distribution centers, loading facilities, and LPG bottling and distribution plants;
- e. Manage receipt, accounting and reporting of information regarding fuels located by Coalition forces;
- f. Perform field investigation to determine capacity, condition and inventory of storage facilities identified by the ACO or others, if field information is not available;
- g. Manage receipt, accounting and reporting of information regarding fuel needs as reported by Coalition forces;
- h. Procure, import and deliver bulk and package fuels and lubricants to distribution nodes within Iraq;
- i. Coordinate delivery of fuels and lubricants provided or procured by others to distribution nodes within Iraq;
- j. Transport bulk and package fuels and lubricants to retail locations;
- k. NOT USED

- l. Allocation and management of fuel inventories in storage.
- m. Provide on-call or on-line information regarding current fuel inventories, requirements, allocations and scheduled deliveries;
- n. Coordinate delivery of donated fuels by other countries or nongovernmental agencies and provide fuels to meet remaining shortfalls.

2.1.2 (U) Deliverables. Contractor deliverables shall include, but not be limited to:

- a. Spreadsheet of fuel inventories by location and type (maintain online);
- b. List of fuel inventories newly reported by Coalition forces (daily);
- c. List of fuel receipts and deliverables (daily);
- d. Report any predicted or actual shortfalls in supply to the FEST-M (RIO) which will coordinate with the Humanitarian Operations Center (HOC) and the ORHA oil cell to provide an opportunity for other organizations, such as other countries or non-government agencies to assist, and to allow ORHA to participate in risk management decisions;
- e. Assessment reports of fuel facilities as required by the ACO.

3.0 (U) Government Furnished Information (GFI). In order to facilitate contractor responsiveness, the Government will provide information on the Iraqi oil infrastructure and the evolving situation in theater within security constraints. Contractor access to and use of the information is subject to strict compliance with security requirements. In addition, the Government will provide the contractor with pertinent information on CESWD administrative plans, logistical needs, and technical requirements associated with the Project. The Contractor shall establish liaison with CESWD to facilitate rapid communication of any information needs.

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- 4.1. (U) Army Regulation (AR) 385-10, Army Safety Program
- 4.2. (U) AR 570-9, Host Nation Support.
- 4.3. (U) AR 715-9, Contractors Accompanying the Force.
- 4.4. (U) Army Field Manual (FM) 100-21, Contractors on the Battlefield.
- 4.5. (U) Department of the Army (DA) Pam 690-80, Use and Administration of Local Civilians in Foreign Areas During Hostilities.
- 4.6. (U) Army Corps of Engineers Manual (EM) 385-1-1, Safety and Health Requirements Manual.

4.7. (U) 29 Code of Federal Regulations (CFR), Part 1910, Occupational Safety and Health Standards

4.8. (U) 29 CFR 1926, Health and Safety Regulations for Construction

5.0 (U) Government Directives and Applicable Documents: General. The Contractor is obligated to follow and adhere to the governing directives and applicable documents as listed in the contract and the SOW. Supplements or amendments to those documents shall be considered to be in full force and effect upon receipt by the Contractor, except when such document is deemed to cause an increase or decrease in the cost of contract performance. In such event, the Contractor shall inform the Contracting Officer in writing prior to implementation of such supplement or change. If applicable, a negotiated change in contract price shall be made to the mutual satisfaction of both the Contractor and Government prior to implementation of the change.

6.0 (U) Performance Assessment: Inspection and Acceptance. The inspection and acceptance of executed and completed work will be at the site where work is performed.

6.1 (U) Contractor's Quality Control Program. The Contractor's inspection system shall contain measures for prompt detection of any condition that fails to conform to the contract requirements. Corrective action procedures shall include, as a minimum, action to correct the deficiency and necessary measures to prevent recurrence of such deficiencies.

6.2 (U) Rights. The Government shall have the right to inspect the Contractor's performance under this contract IAW the Inspection and Acceptance clauses. The PCO/representative may conduct such inspection and surveillance of the Contractor's performance under the contract as determined appropriate and necessary. The PCO/representative shall exercise these responsibilities through his staff and in connection with Inspector General and any related agencies necessary to insure that the standards set forth herein are met.

6.3 (U) Standards. The standards set forth in each Task Order shall be the criteria by which the Contractor's performance will be inspected. These standards may either be in full text or incorporated by reference (regulations, etc.).

6.4 (U) Methods. Government inspection personnel may monitor the Contractor's performance by physical inspection, review of reports and documentation.

6.5 (U) Corrective Actions. Direction to take corrective action for deficiencies identified by the Government will be provided by the ACO.

6.6 (U) Performance Evaluation Meetings. The PCO or his representative will specify the method and frequency of Performance Evaluation Meetings. A mutual effort will be made to resolve any and all problems identified.

7.0 (U) Reports. The Contractor shall coordinate with the PCO or designated representative to

establish expected reporting schedule and formats. Report requirements may include, but will not necessarily be limited to:

7.1 (U) Situation Reports (SITREPs). The Contractor will prepare, maintain and provide a daily SITREP. The Contractor will provide all SITREPs to the ACO. All issues that may impact on the contract scope, cost or schedule shall be referred to the ACO for approval. If classified information is to be reported, it will be addressed in each task order.

7.2 (U) After Action Review: The Contractor will prepare, maintain and provide an After Action Review (AAR) to include Lessons Learned, as applicable. The Contracting Officer or designated representative will prescribe the schedule for submittal of draft and final documents at a later date.

7.3 (U) Cost/Schedule/Performance Status Reports. The Contractor will prepare, maintain and provide the Cost/Schedule/Performance Status Reports, on a weekly basis to include the next week's planned and resourced activities for contractor personnel and the locations where work is to be performed. All issues that may impact on the contract scope, cost or schedule shall be referred to the PCO/representative for approval. If classified information is to be reported, it will be addressed in each task order.

7.4 (U) Trip Reports shall be submitted within seven calendar days after completion of each trip.

7.5 (U) Technical Reports shall be submitted on a prescribed schedule to describe activities of each major functional area, such as: See paragraph 2.1.2.

8.0 (U) Contractor Movement. Contractor movement will be limited as follows:

- a. Contractors will not be staged for missions any closer than the most recent line of departure unless otherwise directed by ACO.
- b. Contractors will not travel with maneuver combat elements.
- c. Contractor will move only with a task-organized unit that will include security.

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ REEMENT NO. JA63-03-D-0005	2. DELIVERY ORDER/ CALL NO. 00050009	3. DATE OF ORDER/CALL 2004 Mar 02	4. REQ / PURCH. REQUEST NO. W81G6840623378	5. PRIORITY
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6. ISSUED BY USACE, FT. WORTH DISTRICT CONTRACTING DIVISION 819 TAYLOR STREET, RM 2A19 P O BOX 17300 FORT WORTH TX 76102-0300	CODE DACA63	7. ADMINISTERED BY SEE ITEM 6	CODE	8. DELIVERY FOB <input checked="" type="checkbox"/> DEST <input type="checkbox"/> OTHER (See Schedule if other)
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9. CONTRACTOR KELLOGG BROWN & ROOT SERVICES, INC. 4100 CLINTON DRIVE HOUSTON TX 77020-0000	CODE 3GJU9	FACILITY 3GJU9	10. DELIVER TO FOR POINT BY (Date) 31 Mar 2004	11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
			12. DISCOUNT TERMS	13. MAIL INVOICES TO THE ADDRESS IN BLOCK See item 15

14. SHIP TO SEE SCHEDULE	CODE	15. PAYMENT WILL BE MADE BY MILLINGTON USACE FINANCE CENTER, ATTN: CEFC-AO P 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005	CODE	PAYOFF	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
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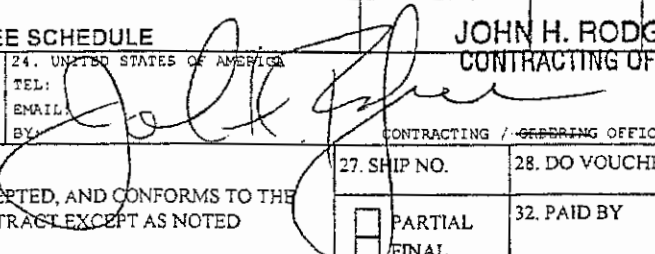
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Govt. agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE		Reference your quote dated Furnish the following on terms specified herein. REF:

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:			

17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE
21 NA 2004 2020.0000 MO 2004 21304500000 41443 252G 22FD85

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
	SEE SCHEDULE				

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	24. UNITED STATES OF AMERICA TEL: EMAIL: BY: 	25. TOTAL \$164,800,000.00	29. DIFFERENCES
26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED	27. SHIP NO.	28. DO VOUCHER NO.	30. INITIALS
DATE _____ SIGNATURE OF AUTHORIZED GOVT. REP. _____	<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR

36. I certify this account is correct and proper for payment. DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER _____	31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. CHECK NUMBER	35. BILL OF LADING NO.
37. RECEIVED AT	38. RECEIVED BY	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS
			41. S/R ACCOUNT NO.
			42. S/R VOUCHER NO.

STATEMENT OF WORK
Iraq Oil Restoration Post 2004 Supplemental

2 MAR 2004

1.0 (U) General.

1.1 (U) Purpose and Period of Performance.

1.1.1 (U) Purpose. Hostilities in Iraq have resulted in damage to the Iraqi oil infrastructure, interrupted and degraded operational control of oil systems, caused a shortage of fuels and the ability to distribute those fuels. DoD-GC has determined that maintaining availability of fuel for domestic use is a responsibility of DoD under international law. The effort required by this statement of work (SOW) is to repair fuel product distribution systems, procure, import and distribute refined products (liquid products) and gas products (mixtures of propane and butanes referred to as LPG) in order to meet the domestic demand for fuels commercial and private use within Iraq, monitor fuel demand and availability as necessary to prevent localized or large-scale fuel shortfalls.

1.1.2 US) Period of Performance. The contractor shall complete delivery of discrete quantities of fuel products and lubricants as directed by the ACO and complete all the work required by this SOW from date of award until 31 Mar 2004 or until funds are expended, which ever occurs sooner.

1.2 (U) Executive Agency. The Secretary of the Army has designated the U.S. Army Corps of Engineers (USACE) as the executive agent for the oil restoration mission. The Commander, USACE has assigned the mission to the Commander, Southwestern Division (CESWD). The Commander has established Task Force Restoration of Iraqi Oil (TF RIO) as the planning and executing organization for management and operations to restore Iraq's oil production capabilities. CESWD is the supporting division for TF RIO and provides technical, contracting and administrative support. The CESWD Contracting Officer or designated representative(s) will be the contractor's source of definitive guidance.

1.3 (U) Contract Management. As the Contracting Activity for this contract CESWD has the authority, through a duly appointed Procuring Contracting Officer (PCO), to enter into, administer, and/or terminate this contract and make related determinations and findings. The PCO may delegate specific authorities to Administrative Contracting Officers (ACOs) and/or Contracting Officer's Representatives (CORs). The PCO will identify his authorized representatives in writing to the Contractor. Responsibilities after award are in accordance with those defined in the contract and those applicable portions of the Federal Acquisition Regulation (FAR) and its supplements.

1.4 (U) Performance Standards. The Contractor will develop and provide the following material and services in accordance with this Statement of Work (SOW). Unless indicated otherwise, performance standards will be in accordance with current industry standards for the type of work being performed. For the instances this SOW requires development of plans, schedules, lists or other program documentation, copies of those deliverables will be provided to

the ACO and designated representatives.

1.5 (U) Requirements. Contractor will execute directed missions as described in Section 2 of this SOW.

1.6 (U) Operational Security (OPSEC) Plan. The memo, subject: Change in Classification of Oil Project and certain aspects of the project, effective 22 March 2003, addresses certain aspects of the mission. For clarity under this task order, the Contingency Support Plan, as a document, retains the SECRET/NOFORN classification until notification by the PCO changes that classification. The OPSEC Plan submitted under task order 1 for this contract will be used during execution of this statement of work.

1.7 (U) Travel Requirements: Travel necessary for the performance of this contract will be reimbursed IAW the SOW, FAR 31.205-46 and the Joint Travel Regulations (JTR).

1.7.1 (U) Allowable Costs. Projected travel cost shall be identified as a separate cost element when submitting cost estimates. Travel costs include per diem, car rental, local ground transportation and airfares. Per Diem will not exceed rates authorized by the JTR in effect at the time the expense is incurring. Travel costs do not include the wages and salaries of the travelers, nor other costs such as allocated direct costs and indirect costs.

1.7.2 (U) Prior Approval. The contractor shall furnish the following information to the PCO or designated representative for approval prior to the date of travel: a) purpose of travel, b) proposed destination, c) proposed duration of travel, d) proposed number of personnel that will be traveling and e) estimated cost of travel.

1.7.3 (U) Unscheduled Travel. In cases where prior notice is not feasible, Contractor shall notify the PCO or designated representative within 5 working days after travel begins, providing the above information, plus a justification statement which addresses the urgent need for travel and the circumstances that prevented prior notification.

1.8 (U) Information Systems. Over the life of this task order, the Contractor will utilize their existing network for passing data within the approved facility only. OPSEC conditions apply. When notified by the ACO, that the mission is declassified, the contractor will utilize their existing network for passing data from the theater sites to the home office and to Government sites as required during conduct of the mission. Information furnished to Government personnel and organizations shall be made using systems compatible with Government systems.

1.9 (U) Contractor/Government Relationships. As an independent Contractor, the Contractor shall have exclusive supervisory authority and responsibility over employees. The government shall manage the contract but will not exert control or supervision over contractor employees.

1.10 (U) Standards of Conduct. All contractor personnel or representatives shall comply with all applicable regulations in effect during the contract period. The PCO or designated representative reserves the right to require removal from the job site any contractor employee

who endangers persons or property; whose continued employment is inconsistent with the interests of military security, whose presence deters the accomplishment of work or whose conduct or appearance reflects disgrace or dishonor upon the Department of the Army. Furthermore, the Government reserves the right to refuse to permit any contractor employee to perform services under this contract who is not in compliance with requirements of this contract (for example, employees found to be lacking required qualifications or without legal immigration status). In such cases, the PCO/representative will advise the Contractor of the reason for requesting an employee's removal or withdrawing his authorization. The removal from the job site of a contractor employee shall not relieve the Contractor of the requirement to provide sufficient personnel to complete the specified tasks outlined herein.

1.11 (U) Access to Procedures, Records, Data, and Facilities. The Contractor shall allow the PCO or his duly authorized representatives access at any reasonable time to and 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 contract. Contractor shall maintain a Quality Control file of all inspections or tests conducted by the Contractor to include a record of any corrective actions taken. This file shall be subject to Government review at PCO, ACO or designated representative's discretion during the contract term. The file shall be the property of the Government and shall be turned over to the Government upon completion or termination of the contract or this task order.

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- e. Manage receipt, accounting and reporting of information regarding fuels located by Coalition forces;
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- h. Procure, import and deliver bulk and package fuels and lubricants to distribution nodes within Iraq;
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DACA63-03-D-0005 – Task Order # 0009

establish expected reporting schedule and formats. Report requirements may include, but will not necessarily be limited to:

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- a. Contractors will not be staged for missions any closer than the most recent line of departure unless otherwise directed by ACO.
- b. Contractors will not travel with maneuver combat elements.
- c. Contractor will move only with a task-organized unit that will include security.

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. DACA63-03-D-0005	2. DELIVERY ORDER/ CALL NO. 00050010	3. DATE OF ORDER/CALL 2004 Mar 19	4. REQ./PURCH. REQUEST NO. W81G840793569	5. PRIORITY
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6. ISSUED BY US ARMY ENGINEER DISTRICT, FORT WORTH ATTN: CESWF-CT 819 TAYLOR ST., ROOM 2A19 P.O. BOX 17300 FORT WORTH TX 76102-0300	CODE W9128G	7. ADMINISTERED BY SEE ITEM 6	CODE	8. DELIVERY FOB <input checked="" type="checkbox"/> DEST <input type="checkbox"/> OTHER (See Schedule if other)
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9. CONTRACTOR KELLOGG BROWN & ROOT SERVICES, INC. 4100 CLINTON DRIVE HOUSTON TX 77020-0000	CODE 3GJU9	FACILITY 3GJU9	10. DELIVER TO FOB POINT BY (Date) SEE SCHEDULE	11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
12. DISCOUNT TERMS				13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15 (3-Copies)

14. SHIP TO SEE SCHEDULE	CODE	15. PAYMENT WILL BE MADE BY MILLINGTON USACE FINANCE CENTER, ATTN: CEFC-AO P 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005	CODE PAYOFF	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
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16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Govt. agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE		Reference your quote dated Furnish the following on terms specified herein. REF:

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:			

17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE

21 NA 2004 2020.0000 MO 2004 08 8070 21304500000 41443 252G 22FD85 GD8D85 \$50,000,000

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
	SEE SCHEDULE				

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	24. UNITED STATES OF AMERICA TEL: (817) 886-1048 EMAIL: BY:	CONTRACTING OFFICER	ORDERING OFFICER	25. TOTAL \$50,000,000.00
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26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED	27. SHIP NO.	28. DO VOUCHER NO.	30. INITIALS
DATE	SIGNATURE OF AUTHORIZED GOVT. REP.	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR

36. I certify this account is correct and proper for payment.	31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. CHECK NUMBER	35. BILL OF LADING NO
DATE	SIGNATURE AND TITLE OF CERTIFYING OFFICER		

37. RECEIVED AT	38. RECEIVED BY	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.
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Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	IDIQ CONTRACT FEST-M FFP Iraq Oil Restoration in accordance with the attached scope of work. PURCHASE REQUEST NUMBER: SEE SCHEDULE	1	Lump Sum	\$50,000,000.00	\$50,000,000.00 NTE

NET AMT \$50,000,000.00

ACRN AA Funded Amount \$50,000,000.00

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	31-MAR-2004	1	N/A FOB: Destination	

STATEMENT OF WORK
Iraq Oil Restoration Post 2004 Supplemental

19 MAR 2004

1.0 (U) General.

1.1 (U) Purpose and Period of Performance.

1.1.1 (U) Purpose. Hostilities in Iraq have resulted in damage to the Iraqi oil infrastructure, interrupted and degraded operational control of oil systems, caused a shortage of fuels and the ability to distribute those fuels. DoD-GC has determined that maintaining availability of fuel for domestic use is a responsibility of DoD under international law. The effort required by this statement of work (SOW) is to repair fuel product distribution systems, procure, import and distribute refined products (liquid products) and gas products (mixtures of propane and butanes referred to as LPG) in order to meet the domestic demand for fuels commercial and private use within Iraq, monitor fuel demand and availability as necessary to prevent localized or large-scale fuel shortfalls.

1.1.2 US) Period of Performance. The contractor shall complete delivery of discrete quantities of fuel products and lubricants as directed by the ACO and complete all the work required by this SOW from date of award until 31 Mar 2004 or until funds are expended, which ever occurs sooner.

1.2 (U) Executive Agency. The Secretary of the Army has designated the U.S. Army Corps of Engineers (USACE) as the executive agent for the oil restoration mission. The Commander, USACE has assigned the mission to the Commander, Southwestern Division (CESWD). The Commander has established Task Force Restoration of Iraqi Oil (TF RIO) as the planning and executing organization for management and operations to restore Iraq's oil production capabilities. CESWD is the supporting division for TF RIO and provides technical, contracting and administrative support. The CESWD Contracting Officer or designated representative(s) will be the contractor's source of definitive guidance.

1.3 (U) Contract Management. As the Contracting Activity for this contract CESWD has the authority, through a duly appointed Procuring Contracting Officer (PCO), to enter into, administer, and/or terminate this contract and make related determinations and findings. The PCO may delegate specific authorities to Administrative Contracting Officers (ACOs) and/or Contracting Officer's Representatives (CORs). The PCO will identify his authorized representatives in writing to the Contractor. Responsibilities after award are in accordance with those defined in the contract and those applicable portions of the Federal Acquisition Regulation (FAR) and its supplements.

1.4 (U) Performance Standards. The Contractor will develop and provide the following material and services in accordance with this Statement of Work (SOW). Unless indicated otherwise, performance standards will be in accordance with current industry standards for the type of work being performed. For the instances this SOW requires development of plans, schedules, lists or other program documentation, copies of those deliverables will be provided to

the ACO and designated representatives.

1.5 (U) Requirements. Contractor will execute directed missions as described in Section 2 of this SOW.

1.6 (U) Operational Security (OPSEC) Plan. The memo, subject: Change in Classification of Oil Project and certain aspects of the project, effective 22 March 2003, addresses certain aspects of the mission. For clarity under this task order, the Contingency Support Plan, as a document, retains the SECRET/NOFORN classification until notification by the PCO changes that classification. The OPSEC Plan submitted under task order 1 for this contract will be used during execution of this statement of work.

1.7 (U) Travel Requirements: Travel necessary for the performance of this contract will be reimbursed IAW the SOW, FAR 31.205-46 and the Joint Travel Regulations (JTR).

1.7.1 (U) Allowable Costs. Projected travel cost shall be identified as a separate cost element when submitting cost estimates. Travel costs include per diem, car rental, local ground transportation and airfares. Per Diem will not exceed rates authorized by the JTR in effect at the time the expense is incurring. Travel costs do not include the wages and salaries of the travelers, nor other costs such as allocated direct costs and indirect costs.

1.7.2 (U) Prior Approval. The contractor shall furnish the following information to the PCO or designated representative for approval prior to the date of travel: a) purpose of travel, b) proposed destination, c) proposed duration of travel, d) proposed number of personnel that will be traveling and e) estimated cost of travel.

1.7.3 (U) Unscheduled Travel. In cases where prior notice is not feasible, Contractor shall notify the PCO or designated representative within 5 working days after travel begins, providing the above information, plus a justification statement which addresses the urgent need for travel and the circumstances that prevented prior notification.

1.8 (U) Information Systems. Over the life of this task order, the Contractor will utilize their existing network for passing data within the approved facility only. OPSEC conditions apply. When notified by the ACO, that the mission is declassified, the contractor will utilize their existing network for passing data from the theater sites to the home office and to Government sites as required during conduct of the mission. Information furnished to Government personnel and organizations shall be made using systems compatible with Government systems.

1.9 (U) Contractor/Government Relationships. As an independent Contractor, the Contractor shall have exclusive supervisory authority and responsibility over employees. The government shall manage the contract but will not exert control or supervision over contractor employees.

1.10 (U) Standards of Conduct. All contractor personnel or representatives shall comply with all applicable regulations in effect during the contract period. The PCO or designated representative reserves the right to require removal from the job site any contractor employee

who endangers persons or property; whose continued employment is inconsistent with the interests of military security, whose presence deters the accomplishment of work or whose conduct or appearance reflects disgrace or dishonor upon the Department of the Army. Furthermore, the Government reserves the right to refuse to permit any contractor employee to perform services under this contract who is not in compliance with requirements of this contract (for example, employees found to be lacking required qualifications or without legal immigration status). In such cases, the PCO/representative will advise the Contractor of the reason for requesting an employee's removal or withdrawing his authorization. The removal from the job site of a contractor employee shall not relieve the Contractor of the requirement to provide sufficient personnel to complete the specified tasks outlined herein.

1.11 (U) Access to Procedures, Records, Data, and Facilities. The Contractor shall allow the PCO or his duly authorized representatives access at any reasonable time to and 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 contract. Contractor shall maintain a Quality Control file of all inspections or tests conducted by the Contractor to include a record of any corrective actions taken. This file shall be subject to Government review at PCO, ACO or designated representative's discretion during the contract term. The file shall be the property of the Government and shall be turned over to the Government upon completion or termination of the contract or this task order.

1.12 (U) Project Schedule. The Contractor will develop a Project Schedule using the current version of Primavera products for the update/revision of the plans showing each activity and duration and estimated costs. Items to be included in the project schedule are (as a minimum): activation, subcontracting, transportation, mobilization/demobilization, logistical support, firefighting, oil spill response, assessments, surveying, site work, site visits and other significant activities covered in this scope of work. These schedules shall be submitted in electronic format and a hard copy to the ACO for review and coordination of schedule requirements within 7 days after award of task order with updates submitted every week. Weekly updates will display actual status of completed work as well as work planned for the next seven days. The update will display variances between planned work and actual work for the past seven days.

1.13 (U) Environmental Protection.

1.13.1 (U) Regulations and Laws. Current industry standards shall apply to conduct of the work covered by this SOW. Any Contractor personnel working on this contract are required to adhere to sound environmental practices and all applicable Environmental Protection and Enhancement laws and regulations. Current policy as adopted by U.S. Central Command (CENTCOM) will be the primary environmental guidance. The guidance will be attached to the CENTCOM operational order when available as a separate environmental annex. CENTCOM policy as currently stated is compliance with the Overseas Environmental Baseline Guidance Document (OEBGD, DoD Instruction (DODI) 4715.5-G, 15 Mar 2000). In keeping with the OEBGD, it is not the government's intention to remediate pre-existing sites (i.e. situations not caused by U.S. forces during hostilities, or by agents of the U.S. Government post-hostilities). General conditions for areas may be documented in United Nations reports published within the last five years. To document site-specific liabilities, initial assessments need to document

(photographically, etc.) the condition of sites relative to pre-existing conditions. More detailed evaluation (e.g. analyses of samples of environmental media) may be pursued if visual evidence, likely site history (i.e. past use coupled with process knowledge), etc. warrant. Deviation from the general OEBGD guidelines will be at the direction of the theater commander or subsequent appointed authority. Such deviations may be dictated to protect health and safety or to ensure effective execution of operations (e.g. restoration of petroleum production). As a general guide, soil remediation shall be limited to world industrial/commercial standards (i.e. approximately 400-1000 mg/kg total petroleum hydrocarbons (TPH)). Waterway and Maritime remediation shall be sufficient to meet the intent of the Oil Pollution Act of 1990 (OPA 90) or equivalent. Environmental protection matters shall be coordinated with the PCO or designated representative and Commander responsible for the AO.

1.13.2 (U) Compliance Requirements. The PCO or designated representative, or other regulatory officials on a non-notice basis may inspect any of the facilities occupied or serviced by the Contractor. Access for inspection by authorized personnel shall be granted upon request.

1.13.3 (U) Citations. The contractor shall indemnify and hold the US Army harmless for any fines and penalties that are received or issued as a result of contractor's failure to comply with environmental laws, regulations or orders unless such fines or penalties are incurred as a result of specific instructions by the PCO, after the contractor has informed the PCO of the potential violation. The Government shall have the right to offset any such monies due.

1.14 (U) Safety and Health Program. The Contractor shall establish a safety and health program, including methods and procedures for ensuring compliance with applicable Health and Safety standards. The Contractor's program shall be based upon applicable requirements from OSHA, AR 385-10 and EM 385-1-1. The Contractor shall coordinate with the PCO or designated representative to tailor program requirements and procedures in order to accommodate anticipated conditions in theater.

1.14.1 (U) Safety Orientation. Before starting work, the Contractor shall give each new employee a safety orientation concerning the hazards and precautions of the job assigned. A continuous training program shall be instituted by the Contractor to make employees aware of existing hazards and all new hazards.

1.14.2 (U) Reporting. The Contractor shall IMMEDIATELY report telephonically to the PCO and designated representative any bodily injury which result in a lost-time accident, death, damage to Government property, and accidental loss of Government property resulting from the activities of the Contractor, his agents, or employees. A written accident report shall be forwarded to the PCO and designated representative within two working days after the date of the accident. All accident records required shall be maintained by the Contractor and will be made available to the Government upon request.

1.14.3 (U) Accident Analysis. The contractor shall make a thorough analysis of all accidents in order to eliminate the cause(s) of such accidents. The Contractor shall provide corrective action to support the results of the review to the PCO and designated representative.

1.14.4 (U) Liability. If citations are issued to the Government due to Contractor non-compliance with any standard the PCO shall deduct the fine from any monies due the Contractor.

2.0 (U) Requirements.

2.1 (U) The Contractor shall preserve a distribution capacity by assessing and upon order from ACO, repairing fuel product distribution systems, providing logistics management services, procurement and transportation of refined products (liquid product) and gas products (mixtures of propane and butanes referred to as LPG) to support the Iraqi refining and distribution organizations in order to meet the domestic demand for fuels for power production, commercial and private use within Iraq. The contractor shall maximize reliance upon established Iraqi mechanisms, but work with them to monitor fuel demand and availability as directed by the ACO, assist the Iraqi organizations as necessary by providing lubrication and fuel products and services as necessary to prevent localized or large-scale fuel shortfalls. The Contractor shall receive direction only from the ACO but perform work in close coordination with the Iraq Oil Ministry (IOM), FEST-M (RIO) and others as necessary to gather real-time field information and coordinate specific requirements and deliveries. The Contractor shall recommend for ACO approval any procurements.

2.1.1 (U) Scope. In general, the scope of work includes, but is not limited to:

- a. Identify and coordinate with the Iraqi refining and distribution organizations to determine status and critical needs of the product production and distribution systems;
- b. Coordinate and report fuel availability for power generation needs with the FEST-M (RIO) which will in turn coordinate with the ORHA Infrastructure Coordinating Group;
- c. Report critical needs and shortfalls to RIO and others as directed;
- d. Assess, develop a plan and upon approval of ACO, repair and restore fuel product distribution systems, such as pump stations, storage terminals, distribution centers, loading facilities, and LPG bottling and distribution plants;
- e. Manage receipt, accounting and reporting of information regarding fuels located by Coalition forces;
- f. Perform field investigation to determine capacity, condition and inventory of storage facilities identified by the ACO or others, if field information is not available;
- g. Manage receipt, accounting and reporting of information regarding fuel needs as reported by Coalition forces;
- h. Procure, import and deliver bulk and package fuels and lubricants to distribution nodes within Iraq;
- i. Coordinate delivery of fuels and lubricants provided or procured by others to distribution nodes within Iraq;
- j. Transport bulk and package fuels and lubricants to retail locations;
- k. NOT USED

- l. Allocation and management of fuel inventories in storage.
- m. Provide on-call or on-line information regarding current fuel inventories, requirements, allocations and scheduled deliveries;
- n. Coordinate delivery of donated fuels by other countries or nongovernmental agencies and provide fuels to meet remaining shortfalls.

2.1.2 (U) Deliverables. Contractor deliverables shall include, but not be limited to:

- a. Spreadsheet of fuel inventories by location and type (maintain online);
- b. List of fuel inventories newly reported by Coalition forces (daily);
- c. List of fuel receipts and deliverables (daily);
- d. Report any predicted or actual shortfalls in supply to the FEST-M (RIO) which will coordinate with the Humanitarian Operations Center (HOC) and the ORHA oil cell to provide an opportunity for other organizations, such as other countries or non-government agencies to assist, and to allow ORHA to participate in risk management decisions;
- e. Assessment reports of fuel facilities as required by the ACO.

3.0 (U) Government Furnished Information (GFI). In order to facilitate contractor responsiveness, the Government will provide information on the Iraqi oil infrastructure and the evolving situation in theater within security constraints. Contractor access to and use of the information is subject to strict compliance with security requirements. In addition, the Government will provide the contractor with pertinent information on CESWD administrative plans, logistical needs, and technical requirements associated with the Project. The Contractor shall establish liaison with CESWD to facilitate rapid communication of any information needs.

4.0. (U) Government Directives and Applicable Documents. Contractor is responsible for the acquisition of all currently updated references or other applicable documents necessary for the satisfactory completion of this effort herein. Government is not responsible for the comprehensive listing of all applicable or necessary references for this effort. Initial documents and sources for initiating this effort are:

- 4.1. (U) Army Regulation (AR) 385-10, Army Safety Program
- 4.2. (U) AR 570-9, Host Nation Support.
- 4.3. (U) AR 715-9, Contractors Accompanying the Force.
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