

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			<b>1. Contract ID Code</b> Firm Fixed Price	<b>Page</b> 1 <b>Of</b> 2
<b>2. Amendment/Modification No.</b> P00001	<b>3. Effective Date</b> 01 December 2013	<b>4. Requisition/Purchase Req No.</b> SEE SCHEDULE		<b>5. Project No. (If applicable)</b>
<b>6. Issued By</b> Code W52P1J ARMY CONTRACTING COMMAND - RI MITZI WAGNER ROCK ISLAND, IL 61299-8000 BLDGS 60 & 390  EMAIL: MITZI.WAGNER@US.ARMY.MIL		<b>7. Administered By (If other than Item 6)</b> Code		
<b>8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)</b> KGL INTERNATIONAL FOR PORTS, WAREHOUSING & TRANSPORTATI SHUWAIKH PORT-60 KUWAIT CITY, KW KUWAIT		<input type="checkbox"/>	<b>9A. Amendment Of Solicitation No.</b>	
			<b>9B. Dated (See Item 11)</b>	
		<input checked="" type="checkbox"/>	<b>10A. Modification Of Contract/Order No.</b> W52P1J-13-D-0121	
			<b>10B. Dated (See Item 13)</b> 2013SEP27	
<b>Code</b> SDT08	<b>Facility Code</b>			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. Accounting And Appropriation Data (If required)**

NO CHANGE TO OBLIGATION DATA

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**  
It Modifies The Contract/Order No. As Described In Item 14.

- A. This Change Order is Issued Pursuant To:** \_\_\_\_\_ **The Changes Set Forth In Item 14 Are Made In** \_\_\_\_\_  
**The Contract/Order No. In Item 10A.**
- B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).**
- C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:** \_\_\_\_\_
- D. Other (Specify type of modification and authority)** \_\_\_\_\_

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

**14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

<b>15A. Name And Title Of Signer (Type or print)</b>		<b>16A. Name And Title Of Contracting Officer (Type or print)</b> MITZI WAGNER MITZI.WAGNER@US.ARMY.MIL (309)782-4657	
<b>15B. Contractor/Offeror</b>  _____ (Signature of person authorized to sign)	<b>15C. Date Signed</b>	<b>16B. United States Of America</b>  By _____ (Signature of Contracting Officer)	<b>16C. Date Signed</b>

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 2 of 2**

PIIN/SIIN W52P1J-13-D-0121

MOD/AMD P00001

**Name of Offeror or Contractor:** KGL INTERNATIONAL FOR PORTS, WAREHOUSING & TRANSPORTATI

## SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: MITZI WAGNER  
Buyer Office Symbol/Telephone Number: CCRC-RT/(309)782-4657  
Type of Contract: Firm Fixed Price  
Kind of Contract: Service Contracts  
Type of Business: Foreign Concern/Entity  
Surveillance Criticality Designator: C  
Contract Expiration Date: 2014NOV30

\*\*\* End of Narrative A0000 \*\*\*

1. The purpose of modification P00001 under contract W52P1J-13-D-0121 is to revise the period of performance.
2. The period of performance is changed as follows:

## Base Period-

From: 01 November 2013 - 31 October 2014  
To: 01 December 2013 - 30 November 2014

## Option Period 1-

From: 01 November 2014 - 31 October 2015  
To: 01 December 2014 - 30 November 2015

## Option Period 2-

From: 01 November 2015 - 31 October 2016  
To: 01 December 2015 - 30 November 2016

3. All other terms and conditions of the contract remain unchanged and in full effect.

\*\*\* END OF NARRATIVE A0002 \*\*\*

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm Fixed Price

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2. Amendment/Modification No. P00002
3. Effective Date 19 November 2013
4. Requisition/Purchase Req No. SEE SCHEDULE
5. Project No. (If applicable)

6. Issued By ARMY CONTRACTING COMMAND - RI
JEFFREY KILGARD
ROCK ISLAND, IL 61299-8000
BLDGS 60 & 390
EMAIL: JEFFREY.KILGARD@US.ARMY.MIL
Code W52P1J
7. Administered By (If other than Item 6) Code

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)
KGL INTERNATIONAL FOR PORTS, WAREHOUSING & TRANSPORTATI
SHUWAIKH PORT-60
KUWAIT CITY, KW
KUWAIT
9A. Amendment Of Solicitation No.
9B. Dated (See Item 11)
10A. Modification Of Contract/Order No.
W52P1J-13-D-0121
10B. Dated (See Item 13)
2013SEP27
Code SDT08 Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
(a) By completing items 8 and 15, and returning copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)

NO CHANGE TO OBLIGATION DATA

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.

A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In
The Contract/Order No. In Item 10A.
B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:
D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)
16A. Name And Title Of Contracting Officer (Type or print)
MITZI WAGNER
MITZI.WAGNER@US.ARMY.MIL (309)782-4657
15B. Contractor/Offeror
15C. Date Signed
16B. United States Of America
By (Signature of Contracting Officer)
16C. Date Signed
(Signature of person authorized to sign)

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 2 of 3****PIIN/SIIN** W52P1J-13-D-0121**MOD/AMD** P00002**Name of Offeror or Contractor:** KGL INTERNATIONAL FOR PORTS, WAREHOUSING & TRANSPORTATI

## SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: JEFFREY KILGARD  
Buyer Office Symbol/Telephone Number: CCRC-RT/(309)782-7967  
Type of Contract: Firm Fixed Price  
Kind of Contract: Service Contracts  
Type of Business: Foreign Concern/Entity  
Surveillance Criticality Designator: C  
Contract Expiration Date: 2014NOV30

\*\*\* End of Narrative A0000 \*\*\*

1. The purpose of Modification P00002 under contract W52P1J-13-D-0121 for Stevedoring & Related Terminal Services (S&RTS) in the Sultanate of Oman is to revise the Performance Work Statement (PWS) to reflect the correct submission period for invoices.
2. Page 8, Section 3.9.2. - Invoices, is revised to reflect a thirty (30) day period for the contractor to submit invoices. The revised PWS (revision 2, dated 19 November 2013) is included as Attachment 0001 to this modification.
3. All other terms and conditions of contract W52P1J-13-D-0121 remain unchanged and in full effect.

\*\*\* END OF NARRATIVE A0003 \*\*\*

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 3 of 3****PIIN/SIIN** W52P1J-13-D-0121**MOD/AMD** P00002**Name of Offeror or Contractor:** KGL INTERNATIONAL FOR PORTS, WAREHOUSING & TRANSPORTATI

## SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 0001	PERFORMANCE WORK STATEMENT - REVISION 2	19-NOV-2013	059	EMAIL

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code  
Firm Fixed Price

Page 1 Of 2

2. Amendment/Modification No. P00003	3. Effective Date 12 December 2013	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By Code W52P1J ARMY CONTRACTING COMMAND - RI JEFFREY KILGARD ROCK ISLAND, IL 61299-8000 BLDGS 60 & 390 EMAIL: JEFFREY.KILGARD@US.ARMY.MIL	7. Administered By (If other than Item 6) Code
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) KGL INTERNATIONAL FOR PORTS, WAREHOUSING & TRANSPORTATI SHUWAIKH PORT-60 KUWAIT CITY, KW KUWAIT	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
		9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W52P1J-13-D-0121
		10B. Dated (See Item 13) 2013SEP27
Code SDT08	Facility Code	

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  
 is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)  
NO CHANGE TO OBLIGATION DATA

### 13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input checked="" type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

### 14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to transfer purchasing office responsibility from W52P1J(SR W0K8 USA ROCK ISL ARSENAL) TO HTC711(USTRANSCOM-AQ).

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print) MITZI WAGNER MITZI.WAGNER@US.ARMY.MIL (309)782-4657		
15B. Contractor/Offeror  (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ (Signature of Contracting Officer)	16C. Date Signed

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>		<b>Page 2 of 2</b>
	<b>PIIN/SIIN</b> W52P1J-13-D-0121	<b>MOD/AMD</b> P00003	
<b>Name of Offeror or Contractor:</b> KGL INTERNATIONAL FOR PORTS, WAREHOUSING & TRANSPORTATI			

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: JEFFREY KILGARD  
Buyer Office Symbol/Telephone Number: CCRC-RT/(309)782-7967  
Type of Contract: Firm Fixed Price  
Kind of Contract: Service Contracts  
Type of Business: Foreign Concern/Entity  
Surveillance Criticality Designator: C  
Contract Expiration Date: 2014NOV30

\*\*\* End of Narrative A0000 \*\*\*

1. The purpose of this modification is to transfer contract W52P1J-13-D-0121 from US Army Contracting Command (ACC) - Rock Island, Rock Island, IL to US Transportation Command (TRANSCOM) Acquisition Center, Scott Air Force Base, IL in accordance with acquisition realignment directed by the US Military Surface Deployment Distribution Command (SDDC) HQ, TRANSCOM HQ, and ACC HQ on 01 October 2013. As a result of this transfer, TRANSCOM AQ is the Contracting Office of record for all contractual decisions made, execution, and administration on this contract. The TRANSCOM POC is Ms. Jill Wodocheck, Commercial Phone: 618-220-6413 or email at jill.m.wodocheck.civ@mail.mil.

2. All other terms and conditions of the contract remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A0004 \*\*\*

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE J	PAGE OF PAGES 1   3	
2. AMENDMENT/MODIFICATION NO. P00004		3. EFFECTIVE DATE 01-Dec-2014	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62225-5357		CODE HTC711	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) KGL INTERNATIONAL FOR PORTS, WAREHOUSING SCOTT BEVERLY SHUWAIKH PORT-60 KUWAIT CITY 13106				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. W52P1J-13-D-0121	
				X	10B. DATED (SEE ITEM 13) 01-Nov-2013	
CODE SDT08		FACILITY CODE				
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. <p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:          (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;          or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) FAR 52.217-9, Option to Extend the Term of the Contract						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: tcthouj15373 The purpose of this modification is to exercise Option Period One from 1 Dec 14 through 30 Nov 15.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) WILLIAM R. HENDERSON / CONTRACTING OFFICER TEL: 618-220-7033 EMAIL: william.r.henderson12.civ@mail.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 17-Nov-2014	



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4) .

SUPPLIES OR SERVICES AND PRICES

CLIN 1001

The option status has changed from Option to Option Exercised.

SUBCLIN 1001AA

The option status has changed from Option to Option Exercised.

SUBCLIN 1001AB

The option status has changed from Option to Option Exercised.

SUBCLIN 1001AC

The option status has changed from Option to Option Exercised.

SUBCLIN 1001AD

The option status has changed from Option to Option Exercised.

SUBCLIN 1001AE

The option status has changed from Option to Option Exercised.

SUBCLIN 1001AF

The option status has changed from Option to Option Exercised.

CLIN 1002

The option status has changed from Option to Option Exercised.

CLIN 1003

The option status has changed from Option to Option Exercised.

CLIN 1004

The option status has changed from Option to Option Exercised.

CLIN 1005

The option status has changed from Option to Option Exercised.

CLIN 1006

The option status has changed from Option to Option Exercised.

CLIN 1008

The option status has changed from Option to Option Exercised.

CLIN 1009

The option status has changed from Option to Option Exercised.

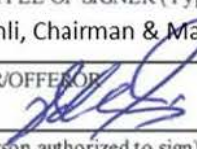
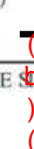
CLIN 1010

The option status has changed from Option to Option Exercised.

CLIN 1011

The option status has changed from Option to Option Exercised.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	2
2. AMENDMENT/MODIFICATION NO. <b>P00005</b>	3. EFFECTIVE DATE 13-Aug-2015	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)		
6. ISSUED BY USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62225-5357	CODE HTC711	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) KGL INTERNATIONAL FOR PORTS, WAREHOUSING SCOTT BEVERLY SHUWAIKH PORT-60 KUWAIT CITY 13106				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. W52P1J-13-D-0121	
				X	10B. DATED (SEE ITEM 13) 01-Nov-2013	
CODE SDT08	FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.						
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) FAR 52.212-4 (c) Changes						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: tcdanibs151552 The purpose of this modification is to add a revised Performance Work Statement (PWS) and Schedule of Rates (SOR) for the Port of Duqm. The contractor shall invoice for the actual work performed in accordance with the PWS at the unit prices in the SOR. All other terms and conditions remain the same.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print) Fadhel A. AlBaghli, Chairman & Managing Director				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 618-220-7097 becky.s.molloy.civ@mail.mil		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED Aug 13, 2015	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				J	1   14
2. AMENDMENT/MODIFICATION NO. <b>P00006</b>	3. EFFECTIVE DATE 01-Dec-2015	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62225-5357	CODE HTC711	7. ADMINISTERED BY (If other than item 6)		CODE	
		<b>See Item 6</b>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) KGL INTERNATIONAL FOR PORTS, WAREHOUSING SCOTT BEVERLY SHUWAIKH PORT-60 KUWAIT CITY 13106				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X	10A. MOD. OF CONTRACT/ORDER NO. W52P1J-13-D-0121
				X	10B. DATED (SEE ITEM 13) 01-Nov-2013
CODE SDT08	FACILITY CODE				
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.217-9, Option to Extend the Term of the Contract, & 52.212-4(c), Changes.					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: tcf00tm16246 The purpose of this modification is the following: - exercise Option Period 2 - incorporate new ordering and invoicing procedures applicable to all Stevedoring & Related Terminal Services contracts - incorporates updated FAR/DFARS clauses - no cost cancel the current CLIN structure and add a single CLIN for S&RTS for administrative purposes only					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) <b>Scott Beverly, Director of Government Programs</b>			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED 30 Nov 2015		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)				BY _____	
				(Signature of Contracting Officer)	
16C. DATE SIGNED					

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

ORDERING INSTRUCTIONS

New ordering and invoicing procedures found in attachment included with modification entitled "S&RTS Invoicing Instruction (FINAL)", dated 14 July 2015.

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) to \$99,000,000.00.

SUPPLIES OR SERVICES AND PRICES

CLIN 2001

This CLIN has been cancelled.

SUBCLIN 2001AA

This SUBCLIN has been cancelled.

The pricing detail quantity has decreased by 1.00 from 1.00 to 0.00.

The unit price amount has decreased by (b)(4) from (b)(4) to \$0.00.

The option status has changed from Option to No Status.

The total cost of this line item has decreased by (b)(4) from (b)(4) to \$0.00.

SUBCLIN 2001AB

This SUBCLIN has been cancelled.

The pricing detail quantity has decreased by 1.00 from 1.00 to 0.00.

The unit price amount has decreased by (b)(4) from (b)(4) to \$0.00.

The option status has changed from Option to No Status.

The total cost of this line item has decreased by (b)(4) from (b)(4) to \$0.00.



## SUBCLIN 2001AC

This SUBCLIN has been cancelled.

The pricing detail quantity has decreased by 1.00 from 1.00 to 0.00.

The unit price amount has decreased by (b)(4) from (b)(4) to \$0.00.

The option status has changed from Option to No Status.

The total cost of this line item has decreased by (b)(4) from (b)(4) to \$0.00.

## SUBCLIN 2001AD

This SUBCLIN has been cancelled.

The pricing detail quantity has decreased by 1.00 from 1.00 to 0.00.

The unit price amount has decreased by (b)(4) from (b)(4) to \$0.00.

The option status has changed from Option to No Status.

The total cost of this line item has decreased by (b)(4) from (b)(4) to \$0.00.

## SUBCLIN 2001AE

This SUBCLIN has been cancelled.

The pricing detail quantity has decreased by 1.00 from 1.00 to 0.00.

The unit price amount has decreased by (b)(4) from (b)(4) to \$0.00.

The option status has changed from Option to No Status.

The total cost of this line item has decreased by (b)(4) from (b)(4) to \$0.00.

## SUBCLIN 2001AF

This SUBCLIN has been cancelled.

The pricing detail quantity has decreased by 1.00 from 1.00 to 0.00.

The unit price amount has decreased by (b)(4) from (b)(4) to \$0.00.

The option status has changed from Option to No Status.

The total cost of this line item has decreased by (b)(4) from (b)(4) to \$0.00.

## CLIN 2002

This CLIN has been cancelled.

The pricing detail quantity has decreased by 1.00 from 1.00 to 0.00.

The unit price amount has decreased by (b)(4) from (b)(4) to \$0.00.

The option status has changed from Option to No Status.

The total cost of this line item has decreased by (b)(4) from (b)(4) to \$0.00.

## CLIN 2003

This CLIN has been cancelled.

The pricing detail quantity has decreased by 1.00 from 1.00 to 0.00.

The unit price amount has decreased by (b)(4) from (b)(4) to \$0.00.  
The option status has changed from Option to No Status.  
The total cost of this line item has decreased by (b)(4) from (b)(4) to \$0.00.

## CLIN 2004

This CLIN has been cancelled.  
The pricing detail quantity has decreased by 1.00 from 1.00 to 0.00.  
The unit price amount has decreased by (b)(4) from (b)(4) to \$0.00.  
The option status has changed from Option to No Status.  
The total cost of this line item has decreased by (b)(4) from (b)(4) to \$0.00.

## CLIN 2005

This CLIN has been cancelled.  
The pricing detail quantity has decreased by 1.00 from 1.00 to 0.00.  
The unit price amount has decreased by (b)(4) from (b)(4) to \$0.00.  
The option status has changed from Option to No Status.  
The total cost of this line item has decreased by (b)(4) from (b)(4) to \$0.00.

## CLIN 2006

This CLIN has been cancelled.  
The pricing detail quantity has decreased by 1.00 from 1.00 to 0.00.  
The unit price amount has decreased by (b)(4) from \$ (b)(4) to \$0.00.  
The option status has changed from Option to No Status.  
The total cost of this line item has decreased by (b)(4) from (b)(4) to \$0.00.

## CLIN 2008

This CLIN has been cancelled.  
The pricing detail quantity has decreased by 1.00 from 1.00 to 0.00.  
The unit price amount has decreased by (b)(4) from (b)(4) to \$0.00.  
The option status has changed from Option to No Status.  
The total cost of this line item has decreased by (b)(4) from (b)(4) to \$0.00.

## CLIN 2009

This CLIN has been cancelled.  
The pricing detail quantity has decreased by 1.00 from 1.00 to 0.00.  
The unit price amount has decreased by (b)(4) from (b)(4) to \$0.00.  
The option status has changed from Option to No Status.  
The total cost of this line item has decreased by (b)(4) from (b)(4) to \$0.00.

CLIN 2010

This CLIN has been cancelled.  
The pricing detail quantity has decreased by 1.00 from 1.00 to 0.00.  
The unit price amount has decreased by (b)(4) from (b)(4) to \$0.00.  
The option status has changed from Option to No Status.  
The total cost of this line item has decreased by (b)(4) from (b)(4) to \$0.00.

CLIN 2011

This CLIN has been cancelled.  
The pricing detail quantity has decreased by 1.00 from 1.00 to 0.00.  
The option status has changed from Option to No Status.

CLIN 3001 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001 EXERCISED OPTION	S&RTS - Option Period 2 FFP Provide Stevedoring & Related Terminal Services in accordance with the applicable Performance Work Statement and Schedules of Rates. FOB: Destination SIGNAL CODE: A	1	Lot	(b)(4)	(b)(4)
MAX NET AMT					(b)(4)

PSC Code: V114

DELIVERIES AND PERFORMANCE

The following Delivery Schedule Item has been deleted from SUBCLIN 2001AA:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2015 TO 30-NOV-2016	N/A	W1DJ 831ST TSB SALALAH OPS - W56CGJ W56CGJ (b)(6) OPERATION ENDUIRNG FREEDOM APO AE 09328 618-220-5468 FOB: Destination	



The following Delivery Schedule Item has been deleted from SUBCLIN 2001AB:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2015 TO 30-NOV-2016	N/A	W1DJ 831ST TSB SALALAH OPS - W56CGJW56CGJ (b)(6) OPERATION ENDUIRNG FREEDOM APO AE 09328 618-220-5468 FOB: Destination	

The following Delivery Schedule Item has been deleted from SUBCLIN 2001AC:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2015 TO 30-NOV-2016	N/A	W1DJ 831ST TSB SALALAH OPS - W56CGJW56CGJ (b)(6) OPERATION ENDUIRNG FREEDOM APO AE 09328 618-220-5468 FOB: Destination	

The following Delivery Schedule Item has been deleted from SUBCLIN 2001AD:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2015 TO 30-NOV-2016	N/A	W1DJ 831ST TSB SALALAH OPS - W56CGJW56CGJ (b)(6) OPERATION ENDUIRNG FREEDOM APO AE 09328 618-220-5468 FOB: Destination	

The following Delivery Schedule Item has been deleted from SUBCLIN 2001AE:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2015 TO 30-NOV-2016	N/A	W1DJ 831ST TSB SALALAH OPS - W56CGJW56CGJ (b)(6) OPERATION ENDUIRNG FREEDOM APO AE 09328 618-220-5468 FOB: Destination	

The following Delivery Schedule Item has been deleted from SUBCLIN 2001AF:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2015 TO 30-NOV-2016	N/A	W1DJ 831ST TSB SALALAH OPS - W56CGJ W56CGJ (b)(6) OPERATION ENDUIRNG FREEDOM APO AE 09328 618-220-5468 FOB: Destination	

The following Delivery Schedule Item has been deleted from CLIN 2002:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2015 TO 30-NOV-2016	N/A	W1DJ 831ST TSB SALALAH OPS - W56CGJ W56CGJ (b)(6) OPERATION ENDUIRNG FREEDOM APO AE 09328 618-220-5468 FOB: Destination	

The following Delivery Schedule Item has been deleted from CLIN 2003:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2015 TO 30-NOV-2016	N/A	W1DJ 831ST TSB SALALAH OPS - W56CGJ W56CGJ (b)(6) OPERATION ENDUIRNG FREEDOM APO AE 09328 618-220-5468 FOB: Destination	

The following Delivery Schedule Item has been deleted from CLIN 2004:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2015 TO 30-NOV-2016	N/A	W1DJ 831ST TSB SALALAH OPS - W56CGJ W56CGJ (b)(6) OPERATION ENDUIRNG FREEDOM APO AE 09328 618-220-5468 FOB: Destination	

The following Delivery Schedule Item has been deleted from CLIN 2005:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 01-DEC-2015 TO 30-NOV-2016	N/A	W1DJ 831ST TSB SALALAH OPS - W56CGJW56CGJ (b)(6) OPERATION ENDUIRNG FREEDOM APO AE 09328 618-220-5468 FOB: Destination
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The following Delivery Schedule Item has been deleted from CLIN 2006:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2015 TO 30-NOV-2016	N/A	W1DJ 831ST TSB SALALAH OPS - W56CGJW56CGJ (b)(6) OPERATION ENDUIRNG FREEDOM APO AE 09328 618-220-5468 FOB: Destination	

The following Delivery Schedule Item has been deleted from CLIN 2008:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2015 TO 30-NOV-2016	N/A	W1DJ 831ST TSB SALALAH OPS - W56CGJW56CGJ (b)(6) OPERATION ENDUIRNG FREEDOM APO AE 09328 618-220-5468 FOB: Destination	

The following Delivery Schedule Item has been deleted from CLIN 2009:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2015 TO 30-NOV-2016	N/A	W1DJ 831ST TSB SALALAH OPS - W56CGJW56CGJ (b)(6) OPERATION ENDUIRNG FREEDOM APO AE 09328 618-220-5468 FOB: Destination	

The following Delivery Schedule Item has been deleted from CLIN 2010:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 01-DEC-2015 TO 30-NOV-2016	N/A	W1DJ 831ST TSB SALALAH OPS - W56CGJW56CGJ <span style="background-color: black; color: red;">(b)(6)</span> OPERATION ENDUIRNG FREEDOM APO AE 09328 618-220-5468 FOB: Destination
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The following Delivery Schedule Item has been deleted from CLIN 2011:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2015 TO 30-NOV-2016	N/A	W1DJ 831ST TSB SALALAH OPS - W56CGJW56CGJ <span style="background-color: black; color: red;">(b)(6)</span> OPERATION ENDUIRNG FREEDOM APO AE 09328 618-220-5468 FOB: Destination	

The following Delivery Schedule item has been added to CLIN 3001:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2015 TO 30-NOV-2016	N/A	W6GQ 595TH USA TRANS SURF BDE - W91M4B <span style="background-color: black; color: red;">(b)(6)</span> OPERATION INHERENT RESOLVE APO AE 09366 DSN 318-480-0759 FOB: Destination	W91M4B

**INSPECTION AND ACCEPTANCE**

The following Acceptance/Inspection Schedule was added for CLIN 3001:

INSPECT AT Destination	INSPECT BY Government	ACCEPT AT N/A	ACCEPT BY Government
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The following have been added by reference:

- 252.225-7993 (Dev) Prohibition on Providing Funds to the Enemy (Deviation 2015-O0016) SEP 2015
- 252.225-7994 (Dev) Additional Access to Contractor and Subcontractor Records in the United States Central Command Theater of Operations (Deviation) MAR 2015
- 252.225-7995 (Dev) Contractor Personnel Performing in the United States Central Command Area of Responsibility (Deviation) JAN 2015

The following have been added by full text:

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEVIATION 2016-O0001)(OCT 2015)

(a) Definitions. As used in this clause—

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Contractor information system” means an information system belonging to, or operated by or for, the Contractor.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified information that—

(i) Is—

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) Controlled technical information.

(B) Critical information (operations security). Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) Export control. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export

administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

“Cyber incident” means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapid(ly) report(ing)” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum—

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

(A) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations," (see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer with the exception of the derived security requirement 3.5.3 "Use of multifactor authentication for local and network access to privileged accounts and for network access to non-privileged accounts", which will be required not later than 9 months after award of the contract, if the Contractor notified the contracting officer in accordance with paragraph (c) of the provision 252.204-7008, Compliance with Safeguarding Covered Defense Information Controls (DEVIATION 2016-O0001)(OCT 2015); or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection approved in writing by an authorized representative of the DoD Chief Information Officer (CIO) prior to contract award; and

(2) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) Malicious software. The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
- (5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor’s responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

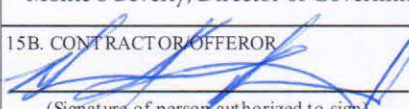
(m) Subcontracts. The Contractor shall—

- (1) Include the substance of this clause, including this paragraph (m), in all subcontracts, including subcontracts for commercial items; and
- (2) Require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.



(End of clause)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	2
2. AMENDMENT/MODIFICATION NO. <b>P00007</b>		3. EFFECTIVE DATE 15-Dec-2015	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY CODE USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62225-5357		HTC711	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) KGL INTERNATIONAL FOR PORTS, WAREHOUSING SCOTT BEVERLY SHUWAIKH PORT-60 KUWAIT CITY 13106				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. W52P1J-13-D-0121		
				X 10B. DATED (SEE ITEM 13) 01-Nov-2013		
CODE SDT08		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c), Changes						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: tcf00tm16353 The purpose of this modification is to update the Schedule of Rates (revised 14 Dec 2015) and PWS (revised 30 Nov 2015) as they apply to the Port of Duqm, to accommodate the Native Fury Exercise.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print) Monte S Beverly, Director of Government Programs			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Becky S. Molloy, Contracting Officer</b> TEL: _____ EMAIL: _____			
15B. CONTRACTOR OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 14 Dec 2015	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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