

<b>ORDER FOR SUPPLIES OR SERVICES</b>										PAGE 1 OF 45			
1. CONTRACT PURCH ORDER AGREEMENT NO. HDTRA 118D0003			2. DELIVERY ORDER CALL NO. HDTRA 119F0077P00006		3. DATE OF ORDER CALL (YYYYMMDD) 2019 Aug 01		4. REQ. PURCH. REQUEST NO. HDTRA 931826		5. PRIORITY				
6. ISSUED BY DEFENSE THREAT REDUCTION AGENCY/AL-ACO 8725 JOHN J. KINGMAN RD FT BELVOIR VA 22060-6201				7. ADMINISTERED BY (if other than 6) CODE <b>SEE ITEM 6</b>				8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)					
9. CONTRACTOR CODE 03JT9 <div style="border: 1px solid red; padding: 2px;">BLACK &amp; VEATCH SPECIAL PROJECTS CORP. NAME (b)(6) AND 8800 W 115TH STREET SUITE 2200 ADDRESS OVERLAND PARK KS 66211-2420</div>				FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <b>SEE SCHEDULE</b>		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED					
14. SHIP TO CODE HDTRA1 <div style="border: 1px solid red; padding: 2px;">DEFENSE THREAT REDUCTION AGENCY/PICT (b)(6) 8725 JOHN J. KINGMAN RD FT BELVOIR VA 22060-6201</div>				15. PAYMENT WILL BE MADE BY CODE HQ0647 <div style="border: 1px solid red; padding: 2px;">DFAS INDIANAPOLIS 3699 EAST 56TH STREET ATTN: DFAS IN (VENDOR PAY) INDIANAPOLIS IN 46248-1525</div>				13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15			12. DISCOUNT TERMS		
16. TYPE OF ORDER DELIVERY CALL <input checked="" type="checkbox"/> PURCHASE <input type="checkbox"/> This delivery order call is issued on another Government agency's in accordance with and subject to terms and conditions of a duly numbered contract. 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 <b>See Schedule</b>													
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT		22. UNIT PRICE		23. AMOUNT	
<b>SEE SCHEDULE</b>													
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and enter by: <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="border: 1px solid red; padding: 2px;">           24. (b)(6) 25. (b)(6) </div> <div style="border: 1px solid red; padding: 2px;">           26. (b)(6) </div> <div style="text-align: right;">           25. TOTAL \$11,289,142.00 26. DIFFERENCES </div> </div>													
27a. 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													
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.		29. DO VOUCHER NO.		30. INITIALS			
f. TELEPHONE NUMBER				g. E-MAIL ADDRESS				32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR			
36. I certify this account is correct and proper for payment.													
a. DATE (YYYYMMDD)		b. 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. SR ACCOUNT NO.		42. SR VOUCHER NO.			

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Labor - Base CPFF The contractor shall provide support as set forth in Attachment 001, Statement of Work (SOW) entitled "Electronic Integrated Disease Surveillance System (EIDSS) and Pathogen Asset Control System (PACS) Implementation" dated 05 March 2019. The work to be performed under this CLIN is severable. FOB: Destination PURCHASE REQUEST NUMBER: HDTRA1931826 R799	1	Lot		(b)(4)
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	\$4,344,628.00
000101	Funding for CLIN 0001 CPFF BTRP FY19				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AA CIN: HDTRA19318260001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Travel - Base COST The contractor shall provide support as set forth in Attachment 001, Statement of Work (SOW) entitled "Electronic Integrated Disease Surveillance System (EIDSS) and Pathogen Asset Control System (PACS) Implementation" dated 05 March 2019. The work to be performed under this CLIN is severable. FOB: Destination R799	1	Lot		(b)(4)
				ESTIMATED COST	
000201	Funding for CLIN 0002 COST BTRP FY19				\$0.00
				ESTIMATED COST	\$0.00
	ACRN AA CIN: HDTRA19318260002				(b)(4)
0003	Equipment and Materials - Base CPFF The contractor shall provide support as set forth in Attachment 001, Statement of Work (SOW) entitled "Electronic Integrated Disease Surveillance System (EIDSS) and Pathogen Asset Control System (PACS) Implementation" dated 05 March 2019. The work to be performed under this CLIN is severable. FOB: Destination R799	1	Lot		(b)(4)
				ESTIMATED COST FIXED FEE	
				TOTAL EST COST + FEE	\$1,270,129.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000301	Funding for CLIN 0003 CPFF BTRP FY19				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AA CIN: HDTRA19318260003				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Other Direct Costs - Base CPFF The contractor shall provide support as set forth in Attachment 001, Statement of Work (SOW) entitled "Electronic Integrated Disease Surveillance System (EIDSS) and Pathogen Asset Control System (PACS) Implementation" dated 05 March 2019. The work to be performed under this CLIN is severable. FOB: Destination R799	1	Lot		(b)(4)
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	\$1,856,864.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000401	Funding for CLIN 0004 CPFF BTRP FY19				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AA CIN: HDTRA19318260004				(b)(4)



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	Labor - EIDSS 1 CPFF The contractor shall provide support as set forth in Attachment 001, Statement of Work (SOW) entitled "Electronic Integrated Disease Surveillance System (EIDSS) and Pathogen Asset Control System (PACS) Implementation" dated 05 March 2019. The work to be performed under this CLIN is severable. FOB: Destination R799	1	Lot		(b)(4)
				ESTIMATED COST FIXED FEE	
				TOTAL EST COST + FEE	\$192,761.00
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	Travel - EIDSS 1 COST The contractor shall provide support as set forth in Attachment 001, Statement of Work (SOW) entitled "Electronic Integrated Disease Surveillance System (EIDSS) and Pathogen Asset Control System (PACS) Implementation" dated 05 March 2019. The work to be performed under this CLIN is severable. FOB: Destination R799	1	Lot		(b)(4)
				ESTIMATED COST	
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	Equipment and Materials - EIDSS 1 CPFF The contractor shall provide support as set forth in Attachment 001, Statement of Work (SOW) entitled "Electronic Integrated Disease Surveillance System (EIDSS) and Pathogen Asset Control System (PACS) Implementation" dated 05 March 2019. The work to be performed under this CLIN is severable. FOB: Destination R799	1	Lot		(b)(4)
				ESTIMATED COST FIXED FEE	
				TOTAL EST COST + FEE	\$93,119.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	Other Direct Costs - EIDSS 1 CPFF The contractor shall provide support as set forth in Attachment 001, Statement of Work (SOW) entitled "Electronic Integrated Disease Surveillance System (EIDSS) and Pathogen Asset Control System (PACS) Implementation" dated 05 March 2019. The work to be performed under this CLIN is severable. FOB: Destination R799	1	Lot		(b)(4)
				ESTIMATED COST FIXED FEE	
				TOTAL EST COST + FEE	\$184,855.00
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	Labor - EIDSS 2 CPFF The contractor shall provide support as set forth in Attachment 001, Statement of Work (SOW) entitled "Electronic Integrated Disease Surveillance System (EIDSS) and Pathogen Asset Control System (PACS) Implementation" dated 05 March 2019. The work to be performed under this CLIN is severable. FOB: Destination R799	1	Lot		(b)(4)
				ESTIMATED COST FIXED FEE	
				TOTAL EST COST + FEE	\$192,761.00
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010 OPTION	Travel - EIDSS 2 COST The contractor shall provide support as set forth in Attachment 001, Statement of Work (SOW) entitled "Electronic Integrated Disease Surveillance System (EIDSS) and Pathogen Asset Control System (PACS) Implementation" dated 05 March 2019. The work to be performed under this CLIN is severable. FOB: Destination R799	1	Lot		(b)(4)
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011 OPTION	Equipment and Materials - EIDSS 2 CPFF The contractor shall provide support as set forth in Attachment 001, Statement of Work (SOW) entitled "Electronic Integrated Disease Surveillance System (EIDSS) and Pathogen Asset Control System (PACS) Implementation" dated 05 March 2019. The work to be performed under this CLIN is severable. FOB: Destination R799	1	Lot		(b)(4)
				ESTIMATED COST FIXED FEE	
				TOTAL EST COST + FEE	\$93,119.00
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012 OPTION	Other Direct Costs - EIDSS 2 CPFF The contractor shall provide support as set forth in Attachment 001, Statement of Work (SOW) entitled "Electronic Integrated Disease Surveillance System (EIDSS) and Pathogen Asset Control System (PACS) Implementation" dated 05 March 2019. The work to be performed under this CLIN is severable. FOB: Destination R799	1	Lot		(b)(4)
				ESTIMATED COST FIXED FEE	
				TOTAL EST COST + FEE	\$184,855.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013		1	Lot		(b)(4)
OPTION	Labor - EIDSS 3 CPFF The contractor shall provide support as set forth in Attachment 001, Statement of Work (SOW) entitled "Electronic Integrated Disease Surveillance System (EIDSS) and Pathogen Asset Control System (PACS) Implementation" dated 05 March 2019. The work to be performed under this CLIN is severable. FOB: Destination R799				
				ESTIMATED COST FIXED FEE	
				TOTAL EST COST + FEE	\$192,761.00
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014		1	Lot		(b)(4)
OPTION	Travel - EIDSS 3 COST The contractor shall provide support as set forth in Attachment 001, Statement of Work (SOW) entitled "Electronic Integrated Disease Surveillance System (EIDSS) and Pathogen Asset Control System (PACS) Implementation" dated 05 March 2019. The work to be performed under this CLIN is severable. FOB: Destination R799				
				ESTIMATED COST	
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015		1	Lot		(b)(4)
OPTION	Equipment and Materials - EIDSS 3 CPFF The contractor shall provide support as set forth in Attachment 001, Statement of Work (SOW) entitled "Electronic Integrated Disease Surveillance System (EIDSS) and Pathogen Asset Control System (PACS) Implementation" dated 05 March 2019. The work to be performed under this CLIN is severable. FOB: Destination R799				
				ESTIMATED COST FIXED FEE	
				TOTAL EST COST + FEE	\$93,119.00



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016 OPTION	Other Direct Costs - EIDSS 3 CPFF The contractor shall provide support as set forth in Attachment 001, Statement of Work (SOW) entitled "Electronic Integrated Disease Surveillance System (EIDSS) and Pathogen Asset Control System (PACS) Implementation" dated 05 March 2019. The work to be performed under this CLIN is severable. FOB: Destination R799	1	Lot		(b)(4)
				ESTIMATED COST FIXED FEE	
				TOTAL EST COST + FEE	\$184,855.00
ITEM NO 1001 EXERCISED OPTION	Labor - Option Period 1 CPFF The contractor shall provide support as set forth in Attachment 001, Statement of Work (SOW) entitled "Electronic Integrated Disease Surveillance System (EIDSS) and Pathogen Asset Control System (PACS) Implementation" dated 05 March 2019. The work to be performed under this CLIN is severable. FOB: Destination R799	1	Lot		(b)(4)
				ESTIMATED COST FIXED FEE	
				TOTAL EST COST + FEE	\$1,933,419.00
	ACRN AB CIN: HDTRA11383700001				(b)(4)
ITEM NO 100101	Funding for CLIN 1001 CPFF				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AB				\$0.00

CIN: HDTRA11383700001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 EXERCISED OPTION	Travel - Option Period 1 COST The contractor shall provide support as set forth in Attachment 001, Statement of Work (SOW) entitled "Electronic Integrated Disease Surveillance System (EIDSS) and Pathogen Asset Control System (PACS) Implementation" dated 05 March 2019. The work to be performed under this CLIN is severable. FOB: Destination R799  ACRN AB CIN: HDTRA11383700002	1	Lot	ESTIMATED COST	(b)(4)
1003 EXERCISED OPTION	Equipment and Materials- Option Period 1 CPFF The contractor shall provide support as set forth in Attachment 001, Statement of Work (SOW) entitled "Electronic Integrated Disease Surveillance System (EIDSS) and Pathogen Asset Control System (PACS) Implementation" dated 05 March 2019. The work to be performed under this CLIN is severable. FOB: Destination R799  ESTIMATED COST FIXED FEE  TOTAL EST COST + FEE  ACRN AB CIN: HDTRA11383700003	1	Lot		(b)(4)  \$644,789.00 (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100301	Funding for CLIN 1003 CPFF				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AB CIN: HDTRA11383700003				\$0.00
ITEM NO 1004 EXERCISED OPTION	SUPPLIES/SERVICES Other Direct Costs - Option Period 1 CPFF The contractor shall provide support as set forth in Attachment 001, Statement of Work (SOW) entitled "Electronic Integrated Disease Surveillance System (EIDSS) and Pathogen Asset Control System (PACS) Implementation" dated 05 March 2019. The work to be performed under this CLIN is severable. FOB: Destination R799	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
				ESTIMATED COST	(b)(4)
				FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	\$793,731.00
	ACRN AB CIN: HDTRA11383700004				(b)(4)
ITEM NO 100401	SUPPLIES/SERVICES Funding for CLIN 1004 CPFF	QUANTITY	UNIT	UNIT PRICE	AMOUNT
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AB CIN: HDTRA11383700004				\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Labor - Option Period 2 CPFF The contractor shall provide support as set forth in Attachment 001, Statement of Work (SOW) entitled "Electronic Integrated Disease Surveillance System (EIDSS) and Pathogen Asset Control System (PACS) Implementation" dated 05 March 2019. The work to be performed under this CLIN is severable. FOB: Destination R799	1	Lot		(b)(4)
				ESTIMATED COST FIXED FEE	
				TOTAL EST COST + FEE	\$1,499,117.00
2002 OPTION	Travel - Option Period 2 COST The contractor shall provide support as set forth in Attachment 001, Statement of Work (SOW) entitled "Electronic Integrated Disease Surveillance System (EIDSS) and Pathogen Asset Control System (PACS) Implementation" dated 05 March 2019. The work to be performed under this CLIN is severable. FOB: Destination R799	1	Lot		(b)(4)
				ESTIMATED COST	
2003 OPTION	Equipment and Materials- Option Period 2 CPFF The contractor shall provide support as set forth in Attachment 001, Statement of Work (SOW) entitled "Electronic Integrated Disease Surveillance System (EIDSS) and Pathogen Asset Control System (PACS) Implementation" dated 05 March 2019. The work to be performed under this CLIN is severable. FOB: Destination R799	1	Lot		(b)(4)
				ESTIMATED COST FIXED FEE	
				TOTAL EST COST + FEE	\$305,851.00



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004		1	Lot		(b)(4)
OPTION	Other Direct Costs - Option Period 2 CPFF The contractor shall provide support as set forth in Attachment 001, Statement of Work (SOW) entitled "Electronic Integrated Disease Surveillance System (EIDSS) and Pathogen Asset Control System (PACS) Implementation" dated 05 March 2019. The work to be performed under this CLIN is severable. FOB: Destination R799				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	\$623,334.00
3001		1	Lot		(b)(4)
OPTION	Labor - Option Period 3 CPFF The contractor shall provide support as set forth in Attachment 001, Statement of Work (SOW) entitled "Electronic Integrated Disease Surveillance System (EIDSS) and Pathogen Asset Control System (PACS) Implementation" dated 05 March 2019. The work to be performed under this CLIN is severable. FOB: Destination R799				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	\$1,499,117.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		1	Lot		(b)(4)
OPTION	Travel - Option Period 3				
	COST				
	The contractor shall provide support as set forth in Attachment 001, Statement of Work (SOW) entitled "Electronic Integrated Disease Surveillance System (EIDSS) and Pathogen Asset Control System (PACS) Implementation" dated 05 March 2019. The work to be performed under this CLIN is severable.				
	FOB: Destination				
	R799				
	ESTIMATED COST				
3003		1	Lot		(b)(4)
OPTION	Equipment and Materials- Option Period 3				
	CPFF				
	The contractor shall provide support as set forth in Attachment 001, Statement of Work (SOW) entitled "Electronic Integrated Disease Surveillance System (EIDSS) and Pathogen Asset Control System (PACS) Implementation" dated 05 March 2019. The work to be performed under this CLIN is severable.				
	FOB: Destination				
	R799				
	ESTIMATED COST				
	FIXED FEE				
	TOTAL EST COST + FEE				\$305,851.00
3004		1	Lot		(b)(4)
OPTION	Other Direct Costs - Option Period 3				
	CPFF				
	The contractor shall provide support as set forth in Attachment 001, Statement of Work (SOW) entitled "Electronic Integrated Disease Surveillance System (EIDSS) and Pathogen Asset Control System (PACS) Implementation" dated 05 March 2019. The work to be performed under this CLIN is severable.				
	FOB: Destination				
	R799				
	ESTIMATED COST				
	FIXED FEE				
	TOTAL EST COST + FEE				\$623,334.00

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	N/A	N/A	N/A	N/A
0002	Destination	Government	Destination	Government
000201	N/A	N/A	N/A	N/A
0003	Destination	Government	Destination	Government
000301	N/A	N/A	N/A	N/A
0004	Destination	Government	Destination	Government
000401	N/A	N/A	N/A	N/A
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
100101	N/A	N/A	N/A	N/A
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
100301	N/A	N/A	N/A	N/A
1004	Destination	Government	Destination	Government
100401	N/A	N/A	N/A	N/A
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY FULL TEXT

252.201-9000 PROJECT MANAGER (SEP 2013)

The Project Manager for this requirement is:

X	(b)(6)
Defense Threat Reduction Agency/PI-CTB	
8725 John J. Kingman Rd., MS 6201	
Fort Belvoir VA 22060-6201	
Telephone number :	(b)(6)
e-mail address:	(b)(6)
WAWF Acceptor DoDAAC: HAA722	

(End of Clause)

252.201-9001 CONTRACTING OFFICE POINT OF CONTACT (POC) (Dec 2007)

The POC in the Procuring Contracting Office for this contract action is (b)(6)		Contracting Officer DTRA/A
ACC, telephone number (b)(6)	email address (b)(6)	



## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-AUG-2019 TO 31-JUL-2021	N/A	DEFENSE THREAT REDUCTION AGENCY/PI-CTB (b)(6) 8725 JOHN J. KINGMAN RD FT BELVOIR VA 22060-6201 (b)(6) FOB: Destination	HDTRA1
000101	N/A	N/A	N/A	N/A
0002	POP 01-AUG-2019 TO 31-JUL-2021	N/A	DEFENSE THREAT REDUCTION AGENCY/PI-CTB (b)(6) 8725 JOHN J. KINGMAN RD FT BELVOIR VA 22060-6201 (b)(6) FOB: Destination	HDTRA1
000201	N/A	N/A	N/A	N/A
0003	POP 01-AUG-2019 TO 31-JUL-2021	N/A	DEFENSE THREAT REDUCTION AGENCY/PI-CTB (b)(6) 8725 JOHN J. KINGMAN RD FT BELVOIR VA 22060-6201 (b)(6) FOB: Destination	HDTRA1
000301	N/A	N/A	N/A	N/A
0004	POP 01-AUG-2019 TO 31-JUL-2021	N/A	DEFENSE THREAT REDUCTION AGENCY/PI-CTB (b)(6) 8725 JOHN J. KINGMAN RD FT BELVOIR VA 22060-6201 (b)(6) FOB: Destination	HDTRA1
000401	N/A	N/A	N/A	N/A

0005	12 mths. AOE	1	<div style="border: 2px solid red; padding: 5px;">           DEFENSE THREAT REDUCTION            AGENCY/PI-CTB            (b)(6)            8725 JOHN J. KINGMAN RD            FT BELVOIR VA 22060-6201            (b)(6)            FOB: Destination         </div>	HDTRA1
0006	12 mths. AOE	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HDTRA1
0007	12 mths. AOE	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HDTRA1
0008	12 mths. AOE	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HDTRA1
0009	12 mths. AOE	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HDTRA1
0010	12 mths. AOE	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HDTRA1
0011	12 mths. AOE	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HDTRA1
0012	12 mths. AOE	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HDTRA1
0013	12 mths. AOE	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HDTRA1
0014	12 mths. AOE	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HDTRA1
0015	12 mths. AOE	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HDTRA1
0016	12 mths. AOE	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HDTRA1
1001	01-AUG-2022	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HDTRA1
100101	N/A	N/A	N/A	N/A
1002	01-AUG-2022	1	<div style="border: 2px solid red; padding: 5px;">           DEFENSE THREAT REDUCTION            AGENCY/PI-CTB            (b)(6)            8725 JOHN J. KINGMAN RD            FT BELVOIR VA 22060-6201            (b)(6)            FOB: Destination         </div>	HDTRA1

1003	01-AUG-2022	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HDTRA1
100301	N/A	N/A	N/A	N/A
1004	01-AUG-2022	1	<div style="border: 2px solid red; padding: 5px;">           DEFENSE THREAT REDUCTION            AGENCY/PI-CTB            (b)(6)            8725 JOHN J. KINGMAN RD            FT BELVOIR VA 22060-6201            (b)(6)            FOB: Destination         </div>	HDTRA1
100401	N/A	N/A	N/A	N/A
2001	12 mths. AOE	1	<div style="border: 2px solid red; padding: 5px;">           DEFENSE THREAT REDUCTION            AGENCY/PI-CTB            (b)(6)            8725 JOHN J. KINGMAN RD            FT BELVOIR VA 22060-6201            (b)(6)            FOB: Destination         </div>	HDTRA1
2002	12 mths. AOE	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HDTRA1
2003	12 mths. AOE	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HDTRA1
2004	12 mths. AOE	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HDTRA1
3001	12 mths. AOE	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HDTRA1
3002	12 mths. AOE	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HDTRA1
3003	12 mths. AOE	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HDTRA1
3004	12 mths. AOE	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	HDTRA1

## Section G - Contract Administration Data

PGI 204.7108

PGI 204.7108 - For Payment Instruction See:

[https://www.acq.osd.mil/dpap/dars/pgi/pgi.htm/current/PGI204\\_71.htm/payment\\_instructions](https://www.acq.osd.mil/dpap/dars/pgi/pgi.htm/current/PGI204_71.htm/payment_instructions)

## ACCOUNTING AND APPROPRIATION DATA

AA: 044315 097 0134 000 N 20192021 D 3400 0901515BR\_KD\_BP\_TB\_19 1921\_0134\_3400\_PRICT DTRA 251  
 AMOUNT: (b)(4)

AB: 044315 097 0134 000 N 20212023 D 3400 0901515BR\_KD\_BP\_TB\_21 2123\_0134\_3400\_PRICT DTRA 251  
 AMOUNT: (b)(4)

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	000101	HDTRA19318260001	(b)(4)
	000201	HDTRA19318260002	
	000301	HDTRA19318260003	
	000401	HDTRA19318260004	
AB	1001	HDTRA11383700001	
	100101	HDTRA11383700001	
	1002	HDTRA11383700002	
	1003	HDTRA11383700003	
	100301	HDTRA11383700003	
	1004	HDTRA11383700004	
	100401	HDTRA11383700004	

## CLAUSES INCORPORATED BY REFERENCE

52.232-22	Limitation Of Funds	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7006	Billing Instructions	OCT 2005

## CLAUSES INCORPORATED BY FULL TEXT

**252.216-9005 PROFIT OR FEE ON TRAVEL COSTS (JUL 2008)**

Travel shall not be a profit or fee bearing cost element.

(End of clause)

**252.237-9000 CONTRACT HOLIDAYS (JUN 2010)**



(a) The price/costs in Section B of the contract include federal holiday observances; accordingly, the Government will not be billed for such holidays, except when services are required by the Government and are actually performed on the federal holiday.

(b) The following days are contract holidays:

New Year's Day	01 January
Martin Luther King's Birthday	Third Monday in January
President's day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	04 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(c) If a federal holiday listed above falls on a Saturday or Sunday, the official observance of the holiday will be on the previous Friday or the following Monday.

(End of Clause)

## Section II - Special Contract Requirements

H2.

1. In accordance with section 1334 (b) of the Fiscal Year (FY) 2015 National Defense Authorization Act (NDAA), the contractor shall not engage in activities that incur expenditures in the Russian Federation, such as project management activities, procurement and shipping activities, travel, or direct and indirect cost incurrences. Specifically, the contractor shall not:
  - a. Procure Russian-origin equipment from a Russian vendor located in Russia
  - b. Procure non-Russian-origin equipment from a Russian vendor located in Russia
  - c. Procure Russian-origin equipment from a third party, non-Russian vendor located in Russia
  - d. Procure non-Russian-origin equipment from a third party, non-Russian vendor located in Russia
2. In accordance with section 1334 (b) of FY 2015 NDAA, the contractor may:
  - a. Procure Russian-origin equipment from a Russian vendor located outside of Russia
  - b. Procure Russian-origin equipment from a third party, non-Russian vendor located outside of Russia

(End of Clause)

H1.

## ADDITIONAL PAYMENT INSTRUCTION

The payment office shall not make payment using ACRN AA for any invoices submitted for work performed after **September 30, 2021**.

(End of Clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 252.209-9003 NON-GOVERNMENT SUPPORT PERSONNEL (APR 2011)

Select DTRA-employed support contractors may have access to contractor information, technical data or computer software that may be marked as proprietary or otherwise marked with restrictive legends. Each DTRA support contractor performs under a contract that contains organizational conflict of interest provisions and/or includes contractual requirements for nondisclosure of proprietary contractor information or data/software marked with restrictive legends. These contractors require access while providing DTRA such support as advisory and assistance services, contract specialist support, and support of the Defense Threat Reduction Information Analysis Center (DTRIAC). The contractor, by submitting a proposal or entering into this contract, is deemed to have consented to the disclosure of its information to DTRA's support contractors.

The following are, at present, the prime contractors anticipated to access such documentation: Booz Allen Hamilton and All Native Managed Services. This list is not all inclusive (e.g., subcontractors) and is subject to change.

(End of Clause)

## 252.215-9004 KEY PERSONNEL (AUG 2012)

The personnel listed below are considered essential to the work being performed hereunder. Prior to removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this Contract. No deviation shall be made by the Contractor without the prior written consent of the Contracting Officer; provided, that the Contracting Officer authorizes in writing the change, such authorization shall constitute the consent of the Contracting Officer required by this paragraph. The personnel listed below may, with the consent of the contracting parties, be amended from time to time during the course of the Contract to either add or delete personnel as appropriate.

(b)(6)



(End of Clause)

## Section I - Contract Clauses

### CLAUSES INCORPORATED BY REFERENCE

52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2018
52.232-20	Limitation Of Cost	APR 1984

### CLAUSES INCORPORATED BY FULL TEXT

#### 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of provision)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

#### 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)

(a) The Contractor shall--

(1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing workers' compensation insurance or qualifying as a self-insurer under the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act (42 U.S.C. 1651, et seq.), and continue to maintain provisions to provide such Defense Base Act benefits until contract performance is completed;

(2) Within ten days of an employee's injury or death or from the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 930(a), 20 CFR

702.201 to 702.203);



- (3) Pay all compensation due for disability or death within the time frames required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232);
  - (4) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 907, 20 CFR 702.402 and 702.419);
  - (5) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251);
  - (6) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment Of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234);
  - (7) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c) and (g), 20 CFR 702.234 and 702.235); and
  - (8) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.
- (b) For additional information on the Longshore and Harbor Workers' Compensation Act requirements see <http://www.dol.gov/owep/dlhw/lsdba.htm>.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts to which the Defense Base Act applies.

(End of clause)

#### 52.244-2 SUBCONTRACTS (OCT 2010)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

None identified.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—



(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

None identified.

(End of clause)

#### 252.203-9000 Prohibition on the Use of Senior Mentors (JUNE 2010)

(a) The use of senior mentors by the Defense Threat Reduction Agency (DTRA) enhances the readiness of the Agency across a wide range of strategic, operational, joint, functional, technical, management and development mission areas. The relevant prior service, joint force experience, and unique expertise of these senior consultants provide senior leadership with valuable insights and contribute to the continuous improvement of the Agencies' operations.

(b) For the purposes of this clause, Senior Mentor is defined as a retired flag, general or other military officers (O-6) or retired senior civilian official (Senior Executive Service (SES), Senior Level (SL), Scientific and Professional (ST)) who provides expert experience-based mentoring, teaching, training, advice, and recommendations to senior military officers, staffs and students as they participate in war games, warfighting courses, operational planning, operational exercises, and decision-making exercises.

(c) In accordance with Secretary of Defense Memorandum entitled "Policy on Senior Mentors" dated April 1, 2010, DTRA will hire all senior mentors as highly qualified experts (HQE) under 5 U.S.C. 9903. This policy balances the need for DTRA to secure the specialized knowledge required for these operational exercises with the need to hire such experts in a manner that promotes public trust and confidence.

(d) The Contractor shall not include the use of senior mentors in bids or proposals for services/supplies offered to DTRA.

(e) The Contractor shall include the substance of this clause in all subcontracts.

(End of Clause)

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS  
(OCT 2016)

(a) Definitions. As used in this provision--

Controlled technical information, covered contractor information system, covered defense information, cyber incident, information system, and technical information are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012 shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see 252.204-7012(b)(2))--

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by 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 are in effect at the time the solicitation is issued or as authorized by the contracting officer not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of--

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

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

(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.

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 unclassified 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 controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/eui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

- (1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
- (2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or 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.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

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 covered defense information is recorded, stored, or printed within a covered contractor 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.

Rapidly report 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--Noncommercial 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 on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

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

(ii) 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.

(2) 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) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to 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" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at [osd.dibesia@mail.mil](mailto:osd.dibesia@mail.mil), within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(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 and identified in the contract, 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. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to 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 (c) 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 this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and
  - (2) Require subcontractors to--
    - (i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and
    - (ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS  
OUTSIDE THE UNITED STATES (JUN 2015)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from [ \_\_\_\_ Contracting Officer to insert applicable information cited in PGI 225.372-1].

(End of clause)

252.225-7048 EXPORT-CONTROLLED ITEMS (JUNE 2013)

(a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes--

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

(2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.



(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

#### 252.225-7980 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES AFRICA COMMAND AREA OF RESPONSIBILITY (DEVIATION 2016-O0008) (JUN 2016)

(a) Definitions. As used in this clause—

“Combatant Commander” means the Commander of the United States Africa Command (USAFRICOM).

“Contractors authorized to accompany the Force,” or “CAAF,” means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces in applicable operations shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander or subordinate joint force commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Designated reception site” means the designated place for the reception, staging, integration, and onward movement of contractors deploying to the USAFRICOM area of responsibility. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses the international law related to the conduct of hostilities that is binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

“Non-CAAF” means personnel in applicable operations who are not designated as CAAF, such as local national employees and non-local national employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, the U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not



apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Subordinate joint force commander” means a sub-unified commander or joint task force commander.

“U.S. Africa Command (USAFRICOM) area of responsibility,” as used in this clause, means

- (1) The entire continent of Africa, excluding Egypt;
- (2) The Atlantic Ocean east and south of the line from Antarctica at 024°W, north to 4°N/024°W, west to 30°W, then north to 21°N/030°W, then east to the African continent; and
- (3) The Indian Ocean west and south of the line from Antarctica at 68°E, north to 01°40’S/068°E, and west to the African coast at 01°40’S.

(b) General.

- (1) This clause applies to all contractor personnel when performing in the USAFRICOM area of responsibility.
- (2) Certain requirements in paragraphs (c)(3), (e)(1), and (f) must be specified in the statement of work to be applied to non-CAAF personnel.
- (3) Contract performance in the USAFRICOM area of responsibility may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.
- (4) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, contractor personnel are only authorized to use force for individual self-defense.
- (5) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).
- (6) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

- (1)(i) The Combatant Commander will develop a security plan for protection of contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—
  - (A) The Contractor cannot obtain effective security services;
  - (B) Effective security services are unavailable at a reasonable cost; or
  - (C) Threat conditions necessitate security through military means.
- (ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.
- (2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, all non-CAAF who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.
- (ii) When the Government provides medical treatment or transportation of contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.
- (iii) Medical or dental care beyond this standard is not authorized.
- (3)(i) A Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer is required for certain contractor personnel to process through a deployment center or to travel to, from, or within the USAFRICOM area of responsibility. The requirement applies to CAAF and, as specified in the statement of work, non-CAAF personnel.
- (ii) The letter of authorization will identify any additional authorizations, privileges, or Government support that contractor personnel are entitled to under this contract. USAFRICOM has limited capability to provide Government-furnished life-support services to contractors in the USAFRICOM area of responsibility. In instances where Government-furnished life support services are neither available nor authorized in the contract, the SPOT-generated letter of authorization, signed by the Contracting Officer, shall be annotated with “None” checked for Government-furnished life-support services.
- (iii) Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.



- (4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USAFRICOM area of responsibility under this contract.
- (d) Compliance with laws and regulations.
- (1) The Contractor shall comply with, and shall ensure that its personnel performing in the USAFRICOM area of responsibility are familiar with and comply with, all applicable
- (i) United States, host country, and third country national laws;
  - (ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;
  - (iii) United States regulations, directives, instructions, policies, and procedures; and
  - (iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.
- (2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.
- (3) The Contractor shall ensure that all contractor personnel are aware—
- (i) Of the DoD definition of “sexual assault” in DoDD 6495.01, Sexual Assault Prevention and Response Program;
  - (ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and
  - (iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences for the contractor employees (see paragraph (h)(1) of this clause).
- (4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—
- (i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or
  - (ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).
- (5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:
- (i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.
  - (ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.
  - (iii) This section does not create any rights or privileges that are not authorized by law or DoD policy.
- (6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—
- (i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;
  - (ii) Air Force Office of Special Investigations at <http://www.osi.af.mil>;
  - (iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;
  - (iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>; and
  - (v) To any command of any supported military element or the command of any base.
- (7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or [www.dodig.mil/HOTLINE/index.html](http://www.dodig.mil/HOTLINE/index.html). Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.
- (8) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to—
- (i) Hold their own identity or immigration documents, such as passport or driver’s license;
  - (ii) Receive agreed upon wages on time;
  - (iii) Take lunch and work-breaks;
  - (iv) Elect to terminate employment at any time;
  - (v) Identify grievances without fear of reprisal;
  - (vi) Have a copy of their employment contract in a language they understand;
  - (vii) Receive wages that are not below the legal in-country minimum wage;
  - (viii) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
  - (ix) If housing is provided, live in housing that meets host-country housing and safety standards.
- (e) Preliminary personnel requirements.
- (1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF and, as specified in the statement of work, non-CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):
- (i) All required security and background checks are complete and acceptable.



- (ii) All such personnel deploying in support of an applicable operation
  - (A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;
  - (B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the Geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and
  - (C) Have received all required immunizations as specified in the contract.
- (1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.
- (2) All other immunizations shall be obtained prior to arrival at the deployment center.
- (3) All such personnel, as specified in the statement of work, shall bring to the USAFRICOM area of responsibility a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.
- (iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USAFRICOM area of responsibility and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.
- (iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD personnel traveling under DoD sponsorship.
- (v) All deploying personnel have received personal security training. At a minimum, the training shall—
  - (A) Cover safety and security issues facing employees overseas;
  - (B) Identify safety and security contingency planning activities; and
  - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
- (vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.
- (vii) Personnel have received law of war training as follows:
  - (A) Basic training is required for all such personnel. The basic training will be provided through—
    - (1) A military-run training center; or
    - (2) A web-based source, if specified in the contract or approved by the Contracting Officer.
  - (B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.
- (2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—
  - (i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);
  - (ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;
  - (iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9));
  - (iv) In time of declared war or a contingency operation, CAAF and selected non-CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10);
  - (v) Such employees are required to report offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities; and,
  - (vi) Such employees will be provided victim and witness protection and assistance.
- (f) Processing and departure points. CAAF and, as specified in the statement of work, non-CAAF personnel shall
  - (1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;
  - (2) Use the point of departure and transportation mode directed by the Contracting Officer; and



- (3) Process through a designated reception site upon arrival at the deployed location. The designated reception site will validate personnel accountability, ensure that specific USAFRICOM area of responsibility entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.
- (g) Personnel data. The Contractor shall
  - (1) Use the SPOT web-based system, or its successor, to account for
    - (i) Data for all CAAF supporting the U.S. Armed Forces deployed outside the United States.
    - (ii) All contractor personnel who are United States citizens and third-country nationals, when the personnel will be performing in the USAFRICOM area of responsibility regardless of the length of performance or contract value; and
    - (iii) All private security contractor personnel and their equipment, and all other contractor personnel authorized to carry weapons, when the personnel are performing in the USAFRICOM area of responsibility regardless of the length of performance or contract value.
  - (2) Enter the required information about their Contractor personnel and their equipment prior to deployment and shall continue to use the SPOT web-based system at <https://spot.dmdc.mil> to maintain accurate, up-to-date information throughout the deployment for all Contractor personnel. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, including closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT Business Rules at [http://www.acq.osd.mil/log/PS/ctr\\_mgt\\_accountability.html](http://www.acq.osd.mil/log/PS/ctr_mgt_accountability.html).
  - (3) The Contractor shall submit to the Contracting Officer for SPOT reporting, not later than the 10th day of each month, an aggregate count of all local national employees performing in the USAFRICOM area of responsibility, by country of performance, for 30 days or longer under a contract valued at or above \$150,000 annually. Contractors using local national day laborers shall count each individual hired during the 30-day period only once.
  - (4) For classified contracts, users shall access SPOT at <https://spot.dmdc.osd.smil.mil>. To obtain access, contact the SPOT Customer Support Team via email: [dodhira.beau-alex.dmdc.mbx.spot-helpdesk@army.mil](mailto:dodhira.beau-alex.dmdc.mbx.spot-helpdesk@army.mil)
- (h) Contractor personnel.
  - (1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.
  - (2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's Representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.
  - (3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.
  - (4) Contractor personnel shall return all U.S. Government-issued identification, including the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).
- (i) Military clothing and protective equipment.
  - (1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander or subordinate joint force commanders. If authorized to wear military clothing, contractor personnel must—
    - (i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and
    - (ii) Carry the written authorization with them at all times.
  - (2) Contractor personnel may wear military-unique organizational clothing and individual equipment required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.
  - (3) The deployment center, or the Combatant Commander, shall issue organizational clothing and individual equipment and shall provide training, if necessary, to ensure the safety and security of contractor personnel.
  - (4) The Contractor shall ensure that all issued organizational clothing is returned to the point of issue, unless otherwise directed by the Contracting Officer.
- (j) Weapons.
  - (1) If the Contractor requests that its personnel performing in the USAFRICOM area of responsibility be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the



Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander, subordinate joint force commander, and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the USAFRICOM area of responsibility.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the USAFRICOM area of responsibility whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to contractor personnel who are U.S. citizens and third country nationals.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) The Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) Mortuary affairs. Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contract Support.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform in the USAFRICOM area of responsibility.

(End of clause)



Contractor shall comply and execute contract performance in accordance with the following excerpts from the relevant agreement between the United States of America and the Republic of Kazakhstan.

(a) Agreement between the Government of the United States of America and the Government of the Republic of Kazakhstan, concerning the Destruction of Silo Launchers of Intercontinental Ballistic Missiles, Emergency Response, and the Prevention of Proliferation of Nuclear Weapons dated December 13, 1993, Article VII.

"1. The Parties waive any and all claims against each other for damage to property owned by each party, or death or injury to any military personnel or civilian government personnel of either Party, arising out of any activities in the Republic of Kazakhstan related to this Agreement. Pursuant to this Agreement, the United States of America plans, to the maximum extent feasible, to avoid activities in the Republic of Kazakhstan which might give rise to damage to or loss of property, or death or injury to personnel.

2. Any and all claims by third parties arising out of any activities in the Republic of Kazakhstan related to this Agreement, other than those claims by citizens of the United States of America, shall be the responsibility of the Republic of Kazakhstan.

3. The provisions of paragraphs 1 and 2 of this Article shall not prevent the Parties from providing compensation in accordance with their national laws."

(b) Agreement between the Government of the United States of America and the Government of the Republic of Kazakhstan, concerning the Destruction of Silo Launchers of Intercontinental Ballistic Missiles, Emergency Response, and the Prevention of Proliferation of Nuclear Weapons dated December 13, 1993, Article IX.

"1. The United States of America, its military personnel and civilian government personnel, contractors, and contractors' personnel shall not be liable in any tax, fee, or similar charge imposed by national and local authorities, pursuant to any law or regulation of the Republic of Kazakhstan.

2. The United States of America, its military personnel and civilian government personnel, contractors, and contractors' personnel may import into the Republic of Kazakhstan any materials required to implement this Agreement. Such importation of materials shall not be subject to any license, other restrictions, tariffs, customs charges, duties, taxes, or any other charges imposed by national and local authorities, pursuant to the laws or regulations of the Republic of Kazakhstan. The exportation of this same material shall not be subject to any license, other restrictions, tariffs, customs, duties, taxes, or any other charges imposed by regulation of the Republic of Kazakhstan. For the importation and exportation of such material, the Republic of Kazakhstan shall ensure that simplified and prioritized customs procedures are applied.

3. The obligations of the Republic of Kazakhstan under this Article shall remain in force for the duration of this Agreement and for a period of time thereafter required for the completion of activities initiated under this Agreement.

(c) Agreement between the Government of the United States of America and the Government of the Republic of Kazakhstan, concerning the Destruction of Silo Launchers of Intercontinental Ballistic Missiles, Emergency Response, and the Prevention of Proliferation of Nuclear Weapons dated, December 13, 1993, Article XII.

"1. In the event that the United States of America awards contracts for the acquisition of material and services, including those related to construction, to implement this Agreement, such contracts shall be awarded in accordance with the laws and regulations of the United States of America. Acquisition of material and services in the Republic of Kazakhstan by or on behalf of the United States of America for implementing this Agreement shall not be subject to any fees, duties, additional taxed, or similar charges imposed by national and local authorities, pursuant to any law or regulation of the Republic of Kazakhstan.

2. The provisions of paragraph 1 of this Article shall not prevent the Republic of Kazakhstan from awarding, using its own funds, any contract for the acquisition of material and services in connection with activities to implement this Agreement in accordance with the laws and regulations of the Republic of Kazakhstan."

(END OF CLAUSE)

252.225-9003 UMBRELLA AGREEMENT AND CIAR - UKRAINE (MAR 2015)

Contractor shall comply and execute contract performance in accordance with the following excerpts from the relevant agreement between the United States of America and the Ukraine as well as Counterintelligence Awareness and Reporting (CIAR).

(a) Agreement between the Government of the United States of America and the Government of the Ukraine. Concerning Assistance to Ukraine in the Elimination of Strategic Nuclear Arms, and the Prevention of Proliferation of Weapons of Mass Destruction dated October 25, 1993, Article VI.

"(1) Ukraine shall, in respect of legal proceedings and claims, other than contractual claims, hold harmless and bring no legal proceedings against the United States of America and personnel, contractors, and contractors' personnel of the United States of America, for damage or loss of property owned by Ukraine, or death or injury to any personnel of Ukraine, arising out of activities related to work under this Agreement.

(2) Claims, other than contractual claims, by third parties for deaths, injuries, damages, or loss of property in Ukraine, arising out of the acts or omissions of any employees of the United States of America related to work under this Agreement, shall be the responsibility of Ukraine.

(3) The provisions of this Article shall not prevent the Parties from providing compensation in accordance with their national laws."

(b) Agreement between the Government of the United States of America and the Government of the Ukraine. Concerning Assistance to Ukraine in the Elimination of Strategic Nuclear Arms, and the Prevention of Proliferation of Weapons of Mass Destruction dated October 25, 1993, Article VIII.

"(1) The United States of America, its personnel, contractors, and contractors' personnel shall be exempt from liability, in connection with activities under this Agreement, for payment of any tax or similar charges assessed on the territory of Ukraine.

(2) The United States of America, its personnel, contractors, and contractors' personnel may import into Ukraine any material which is required to implement this Agreement, and may export this same material out of Ukraine. The United States of America, its personnel, contractors, and contractors' personnel may also acquire in Ukraine and export any material which the Parties agree is required to implement this Agreement. All such imported and exported material shall not be subject to licensing, or other restrictions, customs fees, taxes, or all types of other charges assessed on the territory of Ukraine, and at entry, shall be free of customs inspections.

(3) The obligations of Ukraine under this Article shall remain in force for the duration of this Agreement, and for the period of time thereafter required for the completion in the shortest possible time of activities initiated under this Agreement."

(c) Agreement between the Government of the United States of America and the Government of the Ukraine. Concerning Assistance to Ukraine in the Elimination of Strategic Nuclear Arms, and the Prevention of Proliferation of Weapons of Mass Destruction dated October 25, 1993, Article IX.

"In the event that the United States of America awards contracts for the acquisition of material and services, including construction, to implement this Agreement, such contracts shall be awarded in accordance with the laws and regulations of the United States of America. Acquisition of material and



services in Ukraine by the United States of America for implementing this Agreement shall not be subject to any taxes, fees, duties, or similar charges on the territory of Ukraine, nor shall such taxes, fees, duties, or charges be passed on to the United States of America by any entity acquiring material or services for the United States of America in Ukraine."

(d) Counterintelligence Awareness and Reporting (CIAR) - The contractor shall comply with the requirements outlined in Department of Defense Directive (DoDD) 5240.06 Counterintelligence Awareness and Reporting (CIAR). DoDD 5240.06 applies to all US personnel performing work in Ukraine on behalf of the Department of Defense.

(END OF CLAUSE)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

(a) Definitions. As used in this clause--

Contract financing payment means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include--

(i) Advance payments;

(ii) Performance-based payments;

(iii) Commercial advance and interim payments;

(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;

(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include--

(i) Invoice payments;

(ii) Payments for partial deliveries; or

(iii) Lease and rental payments.

Electronic form means any automated system that transmits information electronically from the initiating system to affected systems.

Invoice payment means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include--

- (i) Payments for partial deliveries that have been accepted by the Government;
- (ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;
- (iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and
- (iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

Receiving report means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order.

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

(1) Electronic Data Interchange.

(2) Secure File Transfer Protocol.

(3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when-

(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or

(4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.

(e) Information regarding WAWF is available at <https://wawf.eb.mil>.

(f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.



(End of clause)

252.237-9001 - Enterprise-wide Contractor Manpower Reporting Application (Nov 2017)

(a) In accordance with Section 2330a of title 10, United States Code (10 USC 2330a), Contractors shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor shall completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>.

(b) Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at: <http://www.ecmra.mil/>.

(End of Clause)

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Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Revised SOW	24	26-OCT-2021