### **Attachment J-4**

## **Department of Defense Required Provisions and Clauses for Task Orders**

As referenced in Section I.1.1 Contract Clauses, the following agency specific Department of Defense (DOD) provisions and clauses are provided for Task Orders solicited and issued under the Master Contract. Periodically during the term of the Master Contract, an update to this *Attachment J-4 Department of Defense Required Clauses* may be executed on the Master Contract **via a unilateral contract modification**.

#### ORDER OF PRECEDENCE

FAR 52.215-8 Order of Precedence-uniform Contract Format (Oct 1997) is applicable to the Master Level contract. If there is a conflict between task order terms and conditions and Master Contract terms and conditions, the Master Contract terms shall take precedence.

### **PROVISIONS**

### PROVISIONS INCORPORATED BY REFERENCE

PROVISION #	PROVISION TITLE	DATE	FP	CR	TM	SB	UR
DFARS 252.203-7005	Representation Relating to Compensation of Former DOD Officials	SEP 2022	Х	X	X	Х	Х
DFARS 252.203-7998	Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements-Representation (Deviation 2016-O0010)	FEB 2015	Х	X	X	Х	Х
DFARS 252.204-7008	Compliance with Safeguarding Covered Defense Information Controls	OCT 2016	Х	Х	Х	Х	Х
DFARS 252.209-7002	Disclosure of Ownership or Control by a Foreign Government	DEC 2022	Х	Х	Х	Х	Х
DFARS 252.209-7008	Notice of Prohibition Relating to Organizational Conflict of Interest – Major Defense Acquisition Program	DEC 2010	Х	Х	Х	Х	Х

PROVISION #	PROVISION TITLE	DATE	FP	CR	TM	SB	UR
DFARS 252.215-7008	Only One Offer	DEC 2022	Х	Х	Х	Х	Х
DFARS 252.216-7002	Alternate A, Time-and-Materials/Labor-Hour Proposal Requirements – Non-Commercial Item Acquisition with Adequate Price Competition	JAN 2023			X	Х	Х
DFARS 252.225-7003	Report of Intended Performance Outside the United States and Canada—Submission with Offer	OCT 2020	Х	Х	Х	Х	Х
DFARS 252.225-7020	Trade Agreements Certificate-Basic	NOV 2014	Х	Х		Х	Х
DFARS 252.225-7031	Secondary Arab Boycott of Israel	JUN 2005	Х	Х	Х	Х	Х
DFARS 252.225-7035	Buy America Act- Free Trade Agreements – Balance of Payment Program Certificate –Basic	DEC 2022	Х	Х	Х	Х	Х
DFARS 252.234-7001	Notice of Earned Value Management System	APR 2008	Х	Х		Х	Х

### FULL TEXT PROVISIONS / REPRESENTATIONS AND CERTIFICATIONS

Offeror must complete and return the following provisions with their DOD Task Order proposal whenever responding to a DOD procurement requirement.

DFARS 252.204-7007, Alternate A, Annual Representations and Certifications (MAY 2021)

Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

(b)(1) If the provision at FAR 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:
(i) Paragraph (e) applies.
(ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.
(d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:
(i) <u>252.204-7016</u> , Covered Defense Telecommunications Equipment or Services—Representation. Applies to all solicitations.
(ii) <u>252.216-7008</u> , Economic Price Adjustment—Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.
(iii) <u>252.225-7042</u> , Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.
(iv) <u>252.225-7049</u> , Prohibition on Acquisition of Certain Foreign Commercial Satellite Services—Representations. Applies to solicitations for the acquisition of commercial satellite services.
(v) <u>252.225-7050</u> , Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vi) <u>252.229-7012</u> , Tax Exemptions (Italy)—Representation. Applies to solicitations and contracts when contract performance will be in Italy.
(vii) <u>252.229-7013</u> , Tax Exemptions (Spain)—Representation. Applies to solicitations and contracts when contract performance will be in Spain.
(ix) <u>252.247-7022</u> , Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.
(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]
(i) <u>252.209-7002</u> , Disclosure of Ownership or Control by a Foreign Government.
(ii) <u>252.225-7000</u> , Buy American—Balance of Payments Program Certificate.
(iii) <u>252.225-7020</u> , Trade Agreements Certificate.
Use with Alternate I.
(iv) 252.225-7031, Secondary Arab Boycott of Israel.
(v) 252.225-7035, Buy American—Free Trade Agreements—Balance of Payments Program Certificate.
Use with Alternate I.

Use with Alternate II.			
Use with Alternate III.			
Use with Alternate IV.			
Use with Alternate V.			
(vi) <u>252.226-7002</u> , Representation for Dem	onstration Project for Co	ontractors Employ	ng Persons with Disabilities.
(vii) <u>252.232-7015</u> , Performance-Based Pa	yments—Representatio	n.	
(e) The Offeror has completed the annual representations and certifications currently posted (d) of this provision have been entered or update solicitation (including the business size standard and are incorporated in this offer by reference (sidentifying change by provision number, title, day offer and are current, accurate, and complete as	SAM database informated electronically that appeared within the last 12 more applicable to the NAICS see FAR 4.1201); exceptive. These amended rep	ion, the Offeror ve bly to this solicitation of the current, a scode referenced for the changes in tresentation(s) and	erifies by submission of the offer that the on as indicated in FAR 52.204-8(c) and paragraph accurate, complete, and applicable to this for this solicitation), as of the date of this offer, dentified below [Offeror to insert changes,
FAR/DFARS Provision #	Title	Date	Change

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

# <u>DFARS 252.209-7998</u>, Representation Regarding Conviction of a Felony Criminal Violation under any Federal or State Law (Deviation 2012-O0007 (MAR 2012)

See Class Deviation 2012-O0007, Prohibition Against Contracting with Corporations that Have a Felony Conviction, dated March 9, 2012. Contracting officers shall include the provision at <a href="252.209-7998">252.209-7998</a> in all solicitations that will use funds made available by Division H of the Consolidated Appropriations Act, 2012, including solicitations for acquisition of commercial items under FAR part 12, and shall apply the restrictions included in the deviation. This deviation is effective beginning March 9, 2012, and remains in effect until incorporated in the FAR or DFARS or otherwise rescinded.

# <u>DFARS 252.209-7999 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under Any Federal Law (Deviation 2012-00004) (JAN 2012)</u>

See Class Deviation 2012-O0004, Prohibition Against Contracting With Corporations That Have an Unpaid Delinquent Tax Liability or a Felony Conviction under Federal Law, dated January 23, 2012. Contracting officers shall include this provision in all solicitations that will use funds made available by Division A of the Consolidated Appropriations Act, 2012, including solicitations for acquisition of commercial items under FAR part 12, and shall apply the restrictions included in the deviation. This deviation is effective beginning January 23, 2012, and remains in effect until incorporated in the FAR or DFARS or otherwise rescinded.

(End of Provision)

### DFARS 252.217-7002, Offering Property for Exchange (JUN 2012)

- (a) The property described in item number \_\_\_\_\_\_, is being offered in accordance with the exchange provisions of 40 U.S.C., 503.
- (b) The property is located at (insert address). Offerors may inspect the property during the period (insert beginning and ending dates and insert hours during day).

(End of provision)

### DFARS 252.227-7017, Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2023)

- (a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—
- (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data—Other Than Commercial Products and Commercial Services clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Other Than Commercial Technical Data and Computer Software—Small Business Innovation Research (SBIR) Program clause.

- (2) If a successful offeror will not be required to deliver technical data, the Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Other Than Commercial Technical Data and Computer Software—Small Business Innovation Research (SBIR) Program clause.
- (b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.
- (c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.
- (d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Computer Software			Name of Person
to be Furnished	Basis for	Asserted Rights	Asserting

Technical Data or

With Restrictions\* Assertion\*\* Category\*\*\* Restrictions\*\*\*\*

(LIST)****	(LIST)	(LIST)	(LIST)						
	echnical data and each	such item, component, or pro	ponents, or processes developed at private ocess. For computer software or computer						
**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.									
***Enter asserted rights category (e.g., contract, limited, restricted, or government	•		ract, rights in SBIR data generated under another pecially negotiated licenses).						
****Corporation, individual, or other per	son, as appropriate.								
*****Enter "none" when all data or softw	vare will be submitted w	vithout restrictions.							
Date									
Printed Name and Title	_								
	_								

Signature

(End of identification and assertion)

- (e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.
- (f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of Provision)

#### DFARS 252.227-7028, Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify—

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of Provision)

### DFARS 252.246-7005, Notice of Warranty Tracking of Serialized Items (MAR 2016)

- (a) *Definitions*. "Duration," "enterprise," "enterprise identifier," "fixed expiration," "item type," "serialized item," "starting event," "unique item identifier," "usage," "warranty administrator," "warranty guarantor," and "warranty tracking" are defined in the clause at <u>252.246-7006</u>, Warranty Tracking of Serialized Items.
- (b) Reporting of data for warranty tracking and administration.
  - (1) The Offeror shall provide the information required by the attachment entitled "Warranty Tracking Information" on each contract line item number, subline item number, or exhibit line item number for warranted items with its offer. Information required in the warranty attachment for each warranted item shall include such information as duration, fixed expiration, item type, starting event, usage, warranty administrator enterprise identifier, and warranty guarantor enterprise identifier.
  - (2) The successful offeror will be required to provide the following information no later than when the warranted items are presented for receipt and/or acceptance, in accordance with the clause at <u>252.246-7006</u>—
    - (A) The unique item identifier for each warranted item required by the attachment entitled "Warranty Tracking Information;" and
    - (B) All information required by the attachment entitled "Source of Repair Instructions" for each warranted item.
  - (3) For additional information on warranty attachments, see the "Warranty and Source of Repair" training and "Warranty and Source of Repair Tracking User Guide" accessible on the Product Data Reporting and Evaluation Program (PDREP) website at <a href="https://www.pdrep.csd.disa.mil/pdrep\_files/other/wsr.htm">https://www.pdrep.csd.disa.mil/pdrep\_files/other/wsr.htm</a>.

(End of Provision)

### **CLAUSES INCORPORATED BY REFERENCE**

CLAUSE #	CLAUSE TITLE	DATE	FP	CR	TM	SB	UR
DFARS 252.201-7000	Contracting Officer's Representative	DEC 1991	Х	Х	Х	Х	Х
DFARS 252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011	Х	Х	Х	Х	Х
DFARS 252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	JAN 2023	Х	Х	Х	Х	Х
DFARS 252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022	Х	Х	Х	Х	Х
DFARS 252.203-7003	Agency Office of the Inspector General	AUG 2019	Х	Х	Х	Х	Х
DFARS 252.203-7004	Display of Hotline Posters	JAN 2023	Х	Х	Х	Х	Х
DFARS 252.204-7000	Disclosure of Information	OCT 2016	Х	Х	Х	Х	Х
DFARS 252.204-7002	Payment for Contract Line or Subline Items Not Separately Priced	APR 2020	Х	Х	Х	Х	Х
DFARS 252.204-7003	Control of Government Personnel Work Product	APR 1992	Х	Х	Х	Х	Х
DFARS 252.204-7004	Level I Antiterrorism Awareness Training for Contractors	JAN 2023	Х	Х	Х	Х	Х
DFARS 252.204-7006	Billing Instructions	OCT 2005	Х	Х	Х	Х	Х
DFARS 252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023	Х	Х	Х	Х	Х
DFARS 252.204-7015	Disclosure of Information to Litigation Support Contractors	JAN 2023	Х	Х	Х	Х	Х
DFARS 252.205-7000	Provision of Information to Cooperative Agreement Holders	DEC 1991	Х	Х	Х	Х	Х
DFARS	Subcontracting with Firms that are Owned or Controlled by	MAY 2019	Х	Х	Х	Χ	Х

CLAUSE #	CLAUSE TITLE	DATE	FP	CR	TM	SB	UR
252.209-7004	the Government of a Country that is a State Sponsor of Terrorism						
DFARS 252.209-7007	Prohibited Financial Interests for Lead System Integrators	DEC 2022	X	Х	Х	Х	Х
DFARS 252.209-7009	Organizational Conflict of Interest-Major Defense Acquisition Program	MAY 2019	Х	Х	Х	Х	Х
DFARS 252.211-7003	Item Unique Identification and Valuation	JAN 2023	Х	Х	Х	Х	Х
DFARS 252.211-7007	Reporting of Government-Furnished Property	MAR 2022	X	Х	Х	X	Х
DFARS 252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010	Х	Х	Х	Х	Х
DFARS 252.215-7002	Cost Estimating System Requirements	DEC 2012	Х	Х	Х	Х	Х
DFARS 252.215-7009	Proposal Adequacy Checklist	MAR 2023	Х	Х	Х	Х	Х
DFARS 252.216-7004	Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel	SEP 2011	Х	Х	Х	Х	Х
DFARS 252.216-7009	Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding	DEC 2022	Х	Х	Х	Х	Х
DFARS 252.217-7001	Surge Option (applicable to Order Only if Surge Option will be required)	DEC 2018	Х	Х	Х	Х	Х
DFARS 252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019	Х	Х	Х	Х	Х

CLAUSE #	CLAUSE TITLE	DATE	FP	CR	TM	SB	UR
DFARS 252.219-7003	Alternate A	DEC 2019	Х	X	X	Х	Х
DFARS 252.219-7011	Notification to Delay Performance	JUN 1998	Х		Х	Х	Х
DFARS 252.222-7002	Compliance with Local Labor Laws (Overseas)	JUN 1997	Х	Х	Х	Х	Х
DFARS 252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	JAN 2023	Х	Х	Х	Х	Х
DFARS 252.223-7004	Drug Free Work Force	SEP 1988	Х	Х	Х	Х	Х
DFARS 252.223-7006	Prohibition on Storage Treatment and Disposal of Toxic or Hazardous Materials—Basic	SEP 2014	Х	Х	Х	Х	Х
DFARS 252.223-7008	Prohibition of Hexavalent Chromium	JAN 2023	Х	Х	Х	Х	Х
DFARS 252.225-7001	Buy American Act and Balance of Payments Program-Basic	JAN 2023	Х	Х	Х	Х	Х
DFARS 252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022	Х	Х	Х	Х	Х
DFARS 252.225-7004	Report of Intended Performance Outside the United States and Canada—Submission after Award	OCT 2020	Х	Х	Х	Х	Х
DFARS 252.225-7005	Identification of Expenditures in the United States	JUN 2005	Х	Х	Х	Х	Х

CLAUSE #	CLAUSE TITLE	DATE	FP	CR	TM	SB	UR
DFARS 252.225-7012	Preference for Certain Domestic Commodities	APR 2022	X	Х	X	Х	Х
DFARS 252.225-7013	Duty-Free Entry	DEC 2022	Х	Х	Х	Х	Х
DFARS 252.225-7021	Trade Agreements - Basic	JAN 2023	Х	Х		Х	Х
DFARS 252.225-7048	Export Controlled Items	JUN 2013	Х	Х	Х	Х	Х
DFARS 252.225-7997	Contractor Demobilization. (DEVIATION 2013-00017)	AUG 2013	Х	Х	Х	Х	Х
DFARS 252.226-7001	Utilization of Indian Organizations Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns	JAN 2023	Х	Х	Х	Х	Х
DFARS 252.227-7013	Rights In Technical Data–Other than Commercial Products and Commercial Services	MAR 2023	Х	Х	Х	Х	Х
DFARS 252.227-7014	Rights In Noncommercial Computer Software and Noncommercial Computer Software Documentation	MAR 2023	Х	Х	Х	Х	Х
DFARS 252.227-7015	Technical Data-Commercial Items	MAR 2023	Х	Х	Х	Х	Х
DFARS 252.227-7016	Rights in Bid or Proposal Information	JAN 2023	Х	Х	Х	Х	Х
DFARS 252.227-7019	Validation of Asserted Restrictions-Computer Software	JAN 2023	Х	Х	Х	Х	Х

CLAUSE #	CLAUSE TITLE	DATE	FP	CR	TM	SB	UR
DFARS 252.227-7020	Rights In Data-Special Works	JUN 1995	Х	Х	X	X	Х
DFARS 252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	JAN 2023	Х	Х	Х	Х	Х
DFARS 252.227-7027	Deferred Ordering Of Technical Data or Computer Software	APR 1988	Х	Х	Х	Х	Х
DFARS 252.227-7030	Technical Data – Withholding of Payment	MAR 2000	Х	Х	Х	Х	Х
DFARS 252.227-7037	Validation of Restrictive Markings on Technical Data	JAN 2023	Х	Х	Х	Х	Х
DFARS 252.231-7000	Supplemental Cost Principles	DEC 1991	Х	Х	Х	Х	Х
DFARS 252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018	Х	Х	Х	Х	Х
DFARS 252.232-7006	Wide Area Workflow Payment Instructions	JAN 2023	Х	Х	Х	Х	Х
DFARS 252.232-7007	Limitation of Government's Obligation	APR 2014	Х			Х	Х
DFARS 252.232-7010	Levies on Contract Payments	DEC 2006	Х	Х	X	X	Х
DFARS 252.239-7000	Protection Against Compromising Emanations	OCT 2019	Х	Х	Х	Х	Х

CLAUSE #	CLAUSE TITLE	DATE	FP	CR	TM	SB	UR
DFARS 252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008	X	Х	X	X	Х
DFARS 252.239-7018	Supply Chain Risk	DEC 2022	Х	Х	Х	Х	Х
DFARS 252.242-7004	Material Management and Accounting System	MAY 2011	Х	Х		Х	Х
DFARS 252.242-7005	Contractor Business Systems	FEB 2012	Х	Х	Х	Х	Х
DFARS 252.242-7006	Accounting System Administration	FEB 2012	Х	Х	Х	Х	Х
DFARS 252.243-7001	Pricing of Contract Modifications	DEC 1991	Х			Х	Х
DFARS 252.243-7002	Requests for Equitable Adjustment	DEC 2022	Х	Х	Х	Х	Х
DFARS 252.244-7000	Subcontracts for Commercial Items and Commercial Components (DOD Contracts)	JAN 2023	Х	Х	Х	Х	Х
DFARS 252.244-7001	Contractor Purchasing System Administration-Basic	MAY 2014	Х	Х	Х	Х	Х
DFARS 252.245-7001	Tagging, Labeling and Marking of Government-Furnished Property	APR 2012	Х	Х	Х	Х	Х
DFARS 252.245-7002	Reporting Loss of Government Property	JAN 2021	Х	Х	Х	Х	Х

CLAUSE #	CLAUSE TITLE	DATE	FP	CR	TM	SB	UR
DFARS 252.245-7003	Contractor Property Management System Administration	APR 2012	Х	Х	Х	Х	Х
DFARS 252.245-7004	Reporting, Reutilization and Disposal	DEC 2017	Х	Х	Х	Х	Х
DFARS 252.246-7001	Warranty of Data - Basic	MAR 2014		Х	Х	Х	Х
DFARS 252.246-7001	Alternate I	MAR 2014	Х			Х	Х
DFARS 252.246-7001	Alternate II	MAR 2014	Х			Х	Х
DFARS 252.246-7003	Notification of Potential Safety Issues	JAN 2023	Х	Х	Х	Х	Х
DFARS 252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations	OCT 2010	Х	Х	Х	Х	Х
DFARS 252.246-7006	Warranty Tracking of Serialized Items	MAR 2016	Х	Х	Х	Х	Х
DFARS 252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	JAN 2023	Х	Х	Х		Х
DFARS 252.246-7008	Sources of Electronic Parts	JAN 2023	Х	Х	Х	Х	Х
DFARS 252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer	JAN 2023	Х	Х	X	Х	Х

CLAUSE #	CLAUSE TITLE	DATE	FP	CR	TM	SB	UR
DFARS 252.247-7023	Transportation of Supplies by Sea – Basic	JAN 2023	X	X	X	X	Х
DFARS 252.249-7002	Notification of Anticipated Contract Termination or Reduction	DEC 2022	Х	Х	Х	Х	Х
DFARS 252.251-7000	Ordering From Government Supply Sources	AUG 2012	Х	Х	Х	Х	Х

### DFARS CLAUSES INCORPORATED BY FULL TEXT

DFARS 252.219-7003, Small Business Subcontracting Plan (DOD Contracts) – Basic (DEC 2019)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

(a) Definitions. As used in this clause—

"Summary Subcontract Report (SSR) Coordinator" means the individual who is registered in the Electronic Subcontracting Reporting System (eSRS) at the Department of Defense level and is responsible for acknowledging receipt or rejecting SSRs submitted under an individual subcontracting plan in eSRS for the Department of Defense.

- (b) Subcontracts awarded to qualified nonprofit agencies designated by the Committee for Purchase From People Who Are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractor's small business subcontracting goal (section 8025 of Pub. L. 108-87).
- (c) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to—
- (1) Protege firms which are qualified organizations employing the severely disabled; and

- (2) Former protege firms that meet the criteria in section 831(g)(4) of Public Law 101-510.
- (d) The master plan is approved by the Contractor's cognizant contract administration activity for the Contractor.
- (e) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.
- (f)(1) For DoD, the Contractor shall submit reports in eSRS as follows:
- (i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.
- (ii) Submit the consolidated SSR for an individual subcontracting plan to the "Department of Defense."
- (2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:
- (i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (f)(1)(i) of this clause.
- (ii) The authority to acknowledge receipt of or reject SSRs submitted under an individual subcontracting plan resides with the SSR Coordinator.
- (g) Include the clause at Defense Federal Acquisition Regulation Supplement (DFARS) <u>252.219-7004</u>, Small Business Subcontracting Plan (Test Program), in subcontracts with subcontractors that participate in the Test Program described in DFARS <u>219.702-70</u>, if the subcontract is expected to exceed the applicable threshold specified in Federal Acquisition Regulation 19.702(a), and to have further subcontracting opportunities.

(End of clause)

DFARS 252.222-7000, Restrictions on Employment of Personnel (MAR 2000)

(a) The Contractor shall employ, for the purpose of performing that portion of the contract work in	, individuals who are
residents thereof and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessition of the case of any craft or trade, possess or would be able to acquire promptly the necessition of the case of any craft or trade, possess or would be able to acquire promptly the necessition of the case of any craft or trade, possess or would be able to acquire promptly the necessition of the case of any craft or trade, possess or would be able to acquire promptly the necessition of the case of	cessary skills to perform the
contract.	

(b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.

(End of clause)

DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (OCT 2015)

(a) Definitions. As used in this clause—

"Combatant Commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

"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 n 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 shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate 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 operational area" means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

"Designated reception site" means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. 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 all international law for the conduct of hostilities 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 who are not designated as CAAF, such as local national (LN) employees and non-LN 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, 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.

- (b) General.
- (1) This clause applies to both CAAF and non-CAAF when performing in a designated operational area outside the United States to support U.S. Armed Forces deployed outside the United States in—
- (i) Contingency operations;
- (ii) Peace operations, consistent with Joint Publication 3-07.3; or
- (iii) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.
- (2) Contract performance in support of U.S. Armed Forces deployed outside the United States 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.
- (3) 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.

- (4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel supporting 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).
- (5) 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, non-CAAF employees who are injured while in the vicinity of U. S. Armed Forces will normally receive 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) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. 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 designated operational area under this contract.
- (d) Compliance with laws and regulations.
- (1) The Contractor shall comply with, and shall ensure that its personnel supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause 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 CAAF and non-CAAF are aware—
- (i) Of the DoD definition of "sexual assault" in DoD Directive 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 to 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) That 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.andrews.af.mil/library/factsheets/factsheet.asp?id=14522;
- (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;
- (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. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.
- (8)(i) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces are aware of their rights to—
- (A) Hold their own identity or immigration documents, such as passport or driver's license, regardless of the documents' issuing authority;
- (B) Receive agreed upon wages on time;
- (C) Take lunch and work-breaks;
- (D) Elect to terminate employment at any time;
- (E) Identify grievances without fear of reprisal;
- (F) Have a copy of their employment contract in a language they understand;
- (G) Receive wages that are not below the legal host-country minimum wage;
- (H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
- (I) If housing is provided, live in housing that meets host-country housing and safety standards.
- (ii) The Contractor shall post these rights in employee work spaces in English and in any foreign language(s) spoken by a significant portion of the workforce.
- (iii) The Contractor shall enforce the rights of Contractor personnel supporting the U.S. Armed Forces.
- (e) Preliminary personnel requirements.
- (1) The Contractor shall ensure that the following requirements are met prior to deploying 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 CAAF 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 CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the designated operational area 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 a designated operational area 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 contractor 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 CAAF. 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)); and
- (iv) In time of declared war or a contingency operation, 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.

- (vi) Such employees will be provided victim and witness protection and assistance.
- (f) Processing and departure points. CAAF 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 (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.
- (g) Personnel data.
- (1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, to enter and maintain the data for all CAAF and, as designated by USD(AT&L) or the Combatant Commander, non-CAAF supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause.
- (2) The Contractor shall enter the required information about their contractor personnel 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, to include 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.
- (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, to include 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. 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 (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.
- (3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.
- (4) The Contractor shall ensure that all issued OCIE 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 designated operational area 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, Operational Contractor Support. 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 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 designated operational area.

- (I) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the designated operational area 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 United States and third country national Contractor personnel.
- (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) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, 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 Contractor 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 when subcontractor personnel are supporting U.S. Armed Forces deployed outside the United States in—
- (1) Contingency operations;

- (2) Peace operations consistent with Joint Publication 3-07.3; or
- (3) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

(End of clause)

DFARS 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)

(End of Attachment J-4)