

Flowdown Attachment

FDA-2021.0458

Delivery Order Contract No.: S-G30002-01-RAY-TO2-BY003

IDIQ Contract No.: S-G30002-IDIQ-01-RAY

Prime Contract No.: GS00Q14OADU304-47QFCA20F0022

DPAS Rating: None

SAS DUNS number: 799855812

If the Purchase Order is valued at or above \$700,000, and is not for commercial items, the following applies:

In order to meet the requirements of FAR 52.219-9 or DFARS 252.219-7004, the Seller agrees to provide a Small Business Subcontracting Plan prior to the award of a Purchase Order. The referenced plan should contain goals for subcontracting with small businesses, small disadvantaged businesses, woman-owned small business, historically under-utilized small business, veteran owned and service disabled veteran owned businesses in accordance with the plan requirements outlined in FAR 52.219-9 or DFARS 252.219-7004.

In addition, the Seller must submit an Individual Subcontracting Report (ISR) via the Electronic Subcontracting Reporting System (eSRS) (<http://www.esrs.gov>) on a semi-annual basis for reporting periods ending on March 31st and September 30th. Reports are due no later than 15 days after the close of each reporting period.

Email for Seller's official acknowledging or rejecting the ISR: sas.esrs.mail@raytheon.com
(Seller must include contractor official on the ISR report email notification)

The following customer contract requirements apply to this Purchase Order to the extent indicated below and are hereby incorporated into the Purchase Order by reference:

In all clauses listed herein terms shall be revised to suitably identify the party to establish Seller's obligations to Buyer and to the Government; and to enable Buyer to meet its obligations under its prime contract. Without limiting the generality of the foregoing, and except where further clarified or modified below, the term "Government" and equivalent phrases shall mean "Buyer", the term "Contracting Officer" shall mean "Buyer's Purchasing Representative", the term "Contractor" or "Offeror" shall mean "Seller", "Subcontractor" shall mean "Seller's Subcontractor" under this Purchase Order, and the term "Contract" shall mean this "Purchase Order". For the avoidance of doubt, the words "Government" and "Contracting Officer" do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative, such as in FAR 52.227-1 and FAR 52.227-2 and (2) when title to property is to be transferred directly to the Government. Seller shall incorporate into each lower tier contract issued in support of this Purchase Order all applicable FAR and DFARS clauses in accordance with the flow down requirements specified in such clauses.

SPECIAL CONTRACT REQUIREMENTS:**H.12.1 REQUIRED TRAINING**

The following is a list of the required TO training for all contractor personnel including subcontractors and teaming partners. This is not an exhaustive list and is subject to change. The requirements below for taking training within 30 calendar days of the individual's start date are waived if the contractor can provide a certificate or other evidence to the FEDSIM COR that the individual has completed the training within the last 12 months. At a minimum and as applicable, all contractor personnel shall complete the following:

- a. OPSEC Level 1 Training: Per AR 530-1, Operations Security, all contractor personnel shall complete Level I OPSEC Awareness training within 30 calendar days of the individual's TO start date and annually thereafter.
- b. Antiterrorism (AT) Level I Awareness Training: All contractor personnel requiring access to U.S. installations, facilities, and controlled access areas shall complete AT Level I Awareness Training within 30 calendar days of the individual's TO start date and annually thereafter.
- c. iWATCH Training: The contractor shall brief all personnel on the local iWATCH program (training standards will be provided by the requiring activity AT Officer). This locally developed training shall be used to inform contractor personnel of the types of behavior to watch for and to instruct contractor personnel to report any suspicious activity to the Government. This training shall be completed within 30 calendar days of the individual's TO start date.
- d. IA Training: All contractor personnel requiring access to U.S. Government information systems shall complete the DoD IA Cyber Awareness Training within 30 calendar days of the individual's TO start date and annually thereafter.
- e. IA/IT certification. Per DoD 8570.01-M , DFARS 252.239.700,1 and AR 25-2, the contractor employees supporting IA/IT functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DoD 8570.01-M shall be completed upon contract award.

H.13.1 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

If a contractor has performed, is currently performing work, or anticipates performing work that creates or represents an actual or potential OCI, the contractor shall immediately disclose this actual or potential OCI to the FEDSIM CO in accordance with FAR Subpart 9.5. The nature of the OCI may involve the prime contractor, subcontractors of any tier, or teaming partners.

SUPERVISION

The Contactor shall not supervise, direct, or control the activities of Government personnel or the employee of any other Contractor under OASIS and the Government will not exercise any

supervision or control over the Contractor in the performance of contractual services under OASIS. The Contractor is accountable to the Government for the actions of its personnel.

Contractor employees shall not represent themselves as Government employees, agents, or representatives or state orally or in writing at any time that they are acting on behalf of the Government.

In all communications with third parties in connection with OASIS, the Contractor must ensure that all Contractor employees identify themselves as Contractor employees and identify the name of the company for which they work and, must not carry out any direction that violates the terms and conditions of OASIS.

The Contractor shall ensure that all of its employees, including Subcontractor employees, working under OASIS are informed of the substance of this Section.

If the Contractor believes any action or communication has been given that would create a personal services relationship between the Government and any Contractor employee or any other potential supervision or duty violation, the Contractor must notify the OCO and OASIS CO immediately of this communication or action.

CONDUCT

The Contractor shall not discuss with unauthorized persons any information obtained in the performance of work under OASIS; conduct business other than that which is covered by OASIS during periods funded by the Government; conduct business not directly related to OASIS on Government premises; use Government computer systems and/or other Government facilities for company or personal business; recruit on Government premises; or otherwise act to disrupt official Government business.

The Contractor shall ensure that all of its employees, including Subcontractor employees, working under OASIS are informed of the substance of this clause.

If the Contractor believes any action or communication has been given that would create a business ethic or conduct violation, the Contractor must notify the OCO and OASIS CO immediately of this communication or action.

GOVERNMENT FACILITIES

The Contractor shall arrange with the OCO or other designated representative for means of access to premises, delivery and storage of materials and equipment, use of approaches, use of corridors, stairways, elevators, and similar matters.

A Contractor working in a government facility shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking disciplinary action with respect to their employees as necessary.

The Contractor is responsible for ensuring that their employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized. Each employee is expected to adhere to standards of behavior that reflect favorably on their employer and the Federal Government.

The Contactor shall ensure that all of its employees, including Subcontractor employees, working under OASIS are informed of the substance of this clause.

FAR AND DFARS CLAUSES INCORPORATED BY REFERENCE:

Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)
52.203-5	Covenant Against Contingent Fees (May 2014)	Applicable to Purchase Orders over the Simplified Acquisition Threshold.
52.203-16	Preventing Personal Conflicts of Interest (Dec 2011)	Applicable to Purchase Orders over \$150,000 that include a requirement for services that involve performance of acquisition functions closely associated with inherently governmental functions for, or on behalf of, a Federal agency or department.
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)	Supply chain should obtain the representation set out in this provision from suppliers that will be providing covered telecommunications equipment or services as defined in the clause.
52.215-16	Facilities Capital Cost of Money (Jun 2003)	Flows on a Cost Reimbursement, Time & Material or Labor Hour Purchase Orders. Applies if Seller proposed FCCM and if the Purchase Order is subject to FAR 31.2 cost principles.
52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997)	Applies if Seller does not propose FCCM and the Purchase Order is subject to FAR 31.2 cost principles
52.219-9	Small Business Subcontracting Plan (Aug 2018) - Alternate II (Nov 2016)	Applicable to Purchase Orders over \$700,000 and to Purchase Orders to the extent that the work under the Purchase Order will be performed in the United States or its outlying areas or Seller is recruiting employees in the United States or its outlying areas to work on the Purchase Order. Not applicable to Purchase Orders for commercial items.
52.222-19	Child Labor--Cooperation With Authorities And Remedies (Jan 2018)	Applicable to Purchase Orders for the acquisition of supplies that are expected to exceed the micro-purchase thresholds
52.222-27	Affirmative Action Compliance Requirements for Construction (Feb 1999)	Applicable to all Purchase Orders that involve any construction trade and is greater than \$10,000
52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)	Applicable to all Purchase Orders that provide for performance on a Federal facility per the terms of the clause.

Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)
52.223-6	Drug-Free Workplace (May 2001)	Applicable to Purchase Orders except when (i) the value of the acquisition is at or below the Simplified Acquisition Threshold, however, the requirements shall apply to contracts of any value awarded to an individual; (ii) the Purchase Order is for the acquisition of commercial items; or (iii) performance or partial performance will be outside the United States and its outlying areas.
52.223-16	Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015)	Applicable to all Purchase Orders for personal computer products as defined in the clause
52.224-1	Privacy Act Notification (Apr 1984)	Applicable to Purchase Orders when the design, development, or operation of a system of records on individuals is required to accomplish an agency function.
52.224-2	Privacy Act (Apr 1984)	Applicable to Purchase Orders that require the design, development, or operation of any system of records on individuals that is subject to the Privacy Act.
52.225-2	Buy American Act Certificate (May 2014)	Applicable to all Purchase Orders except for commercially available off-the-shelf items (COTS) as defined at FAR 2.101.
52.227-17	Rights in Data -- Special Works (Dec 2007)	Applicable to Purchase Orders for the for the production or compilation of data (other than limited rights data or restricted computer software) for the Government's internal use, or when there is a specific need to limit distribution and use of the data or to obtain indemnity for liabilities that may arise out of the content, performance, or disclosure of the data. Examples are in 27.405-1.
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	Applicable to all Purchase Orders involving EULA, TOS, or similar software agreement.
52.237-3	Continuity of Services (Jan 1991)	Applicable to Purchase Orders when services under the contract are considered vital to the Government and must be continued without interruption.
52.230-2	Cost Accounting Standards (Deviation 2018-O0015) (May 2018)	Applicable when stated in the Purchase Order.
52.230-3	Disclosure and Consistency of Cost Accounting Practices (Deviation 2018-O0015) (May 2018)	Applicable when stated in the Purchase Order.
52.230-4	Consistency in Cost Accounting Practices (Deviation 2018-O0015)	Applicable when stated in the Purchase Order.
52.243-2	Changes-Cost-Reimbursement (Aug 1987)	Applicable to cost-reimbursement Purchase Orders

Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)
52.243-2	Changes-Cost-Reimbursement (Aug 1987) - Alternate I (Apr 1984)	Applicable to cost-reimbursement Purchase Orders.
52.243-2	Changes-Cost-Reimbursement (Aug 1987) - Alternate V (Apr 1984)	Applicable to cost-reimbursement Purchase Orders.
52.243-3	Changes-Time-and-Materials or Labor-Hours (Sep 2000)	Applicable to time and material or labor hour Purchase Orders,
52.245-1	Government Property (Aug 2010)	Applicable to all Purchase Orders when Government property is acquired or furnished (see PT-001).
52.245-1	Government Property (Apr 2012)	Applicable to all Purchase Orders when Government property is acquired or furnished (see PT-001).
52.245-1	Government Property (Jan 2017)	Applicable to all Purchase Orders when Government property is acquired or furnished (see PT-001).
52.245-9	Use and Charges (Apr 2012)	Applicable to all Purchase Orders when Government property is acquired or furnished (see PT-001).
52.251-1	Government Supply Sources (Apr 2012)	Applicable to Purchase Orders when Buyer flows express authorization for Seller to use Government Supply Sources.
252.203-7000	Requirements Relating to Compensation of Former DoD Officials (Sep 2011)	Applicable to all Purchase Orders.
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (Oct 2015)	Applies to all Purchase Orders.
252.223-7004	Drug-Free Work Force (Sep 1988)	Applicable to Purchase Orders except when (i) performance or partial performance will be outside the United States and its outlying areas. (ii) the value of the acquisition is at or below the Simplified Acquisition Threshold, or (iii) the Purchase order is for Commercial Items.
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Sep 2014)	Applicable to all Purchase Orders that require, may require, or permit a Seller or its lower tier subcontractors access to a DoD installation.
252.239-7001	Information Assurance Contractor Training and Certification (Jan 2008)	Applicable to all Purchase Orders involving Seller performance of information assurance functions as described in DoD 8570.01-M.
252.246-7001	Warranty of Data (Mar 2014)	Applicable to Purchase Orders when Buyer will be required to deliver to the Government Seller's technical data pertaining to noncommercial items, or pertaining to commercial items for which the Government will have paid for any portion of the development costs.

Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)
252.251-7000	Ordering From Government Supply Sources	Applicable to Purchase Orders when (i) Seller's performance is listed on a Government Supply Source list and (ii) such performance may be purchased pursuant to Government authorization and (iii) Buyer expressly includes such authorization via order specific text on the Purchase Order.

GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM) CLAUSES INCORPORATED BY REFERENCE:

Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)
552.212-4	Contract Terms And Conditions – Commercial Items (May 2015) (Alternate II – Jul 2009) (FAR Deviation – JUL 2015)	Applicable to Purchase Orders for acquisitions of commercial items in lieu of FAR 52.212-4 or 52.212-4 Alternate I. The contracting officer may tailor this clause in accordance with FAR 12.302 and GSAM 512.302.
552.212-71	Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items (May 2019)	Applicable to all Purchase Orders when listed clauses apply. The clause provides for incorporation by reference of terms and conditions which are, to the maximum extent practicable, consistent with customary commercial practice. If necessary, tailor this clause.
552.228-5	Government as Additional Insured (May 2009)	Applicable to all Purchase Orders where the contract amount is expected to exceed the simplified acquisition threshold; and The contract will require work to be performed on Government property.
552.232-25	Prompt Payment (Nov 2009)	Applicable to all Purchase Orders when GSA has obtained a FAR Deviation to authorize payment within 10 days of receipt of a proper invoice.
552.232-39	Unenforceability of Unauthorized Obligations. (FAR Deviation) (Feb. 2018)	Applicable to all Purchase Orders where the supplies or services are offered under a commercial supplier agreement (as defined in 502.101).

GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM) CLAUSES INCORPORATED BY FULL TEXT:

552.204-9 PERSONAL IDENTITY VERIFICATION REQUIREMENTS (OCT 2012)

(Applicable to all Purchase Orders when the subcontractor is required to have access to a GSA-controlled facility or access to a GSA-controlled information system.)

(a) The contractor shall comply with GSA personal identity verification requirements, identified at <http://www.gsa.gov/hspd12>, if contractor employees require access to GSA General Services

Administration 552.211–76 controlled facilities or information systems to perform contract requirements.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have access to a GSA-controlled facility or access to a GSA-controlled information system.

552.215-70 EXAMINATION OF RECORDS BY GSA (JUN 2016)

(Applicable to all Purchase Orders including acquisitions of leasehold interests in real property.)

The Contractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term “subcontract” as used in this clause excludes (a) purchase orders not exceeding the simplified acquisition threshold and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

552.216-74 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (JAN 2017)

(Applicable to all Purchase Orders)

(a) GSA has designated a Task-Order and Delivery-Order Ombudsman who will review complaints from contractors and ensure that they are afforded a fair opportunity for consideration in the award of task or delivery orders under Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts, consistent with the procedures in the contract. Written complaints shall be submitted to the Ombudsman, with a copy to the Contracting Officer.

(b) In the case that the contractor is not satisfied with the resolution of the complaint by the GSA Task-Order and Delivery-Order Ombudsman, the contractor may follow the procedures outlined in subpart 33.1.

(c) The GSA Task-Order and Delivery Order Ombudsman is located at the General Services Administration (GSA), Office of Government-wide Policy (OGP), Office of Acquisition Policy (MV). Contact information for the GSA Task-Order and Delivery-Order Ombudsman can be found at: <http://www.gsa.gov/ombudsman>.

552.237-73 RESTRICTION ON DISCLOSURE OF INFORMATION (JUNE 2009)

(Applicable to all Purchase Orders for proposal evaluation and analysis services.)

(a) The Contractor shall, in the performance of this contract, keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor shall not publish or otherwise divulge such information in whole or in part, in any manner or form, nor authorize or permit others to do so. The Contractor shall take such reasonable measures as are necessary to restrict access to such information, while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor shall immediately notify, in writing, the Contracting Officer in the event that the Contractor determines or has reason to suspect a breach of this requirement.

(b) The Contractor shall not disclose any information concerning the work under this contract to any persons or entity unless the Contractor obtains prior written approval from the Contracting Officer.

(c) The Contractor shall insert the substance of this clause in any consultant agreement or subcontract under this contract.

(d) Any unauthorized disclosure of information may result in termination of this contract for cause.

FAR AND DFARS CLAUSES INCORPORATED BY FULL TEXT:

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA—MODIFICATIONS (OCT 2010) – ALTERNATE IV (OCT 2010)

(Applicable to all Purchase Orders if certified cost or pricing data are not expected to be required because an exception may apply, but data other than certified cost or pricing data will be required as described in 15.403-3.)

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: [Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with 15.403-3 .]

52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2011)

(Applicable to Cost Reimbursement or Time & Material Purchase Orders. Seller must execute assignment documents in accordance with requirements in the clause)

(a) Invoicing. (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and

reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the _____ [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only—

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made—

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless—

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General Organizational information and Executive compensation for the five most highly compensated executives. See 31.205–6(p). Additional salary reference information is available at <http://www.whitehouse.gov/omb/procurementindexexeclcomp/>.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10–K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may—

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates—

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except—

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

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

(Applicable to all Purchase Orders that require performance or travel outside the U.S., except subcontractors who are a foreign government, a representative of a foreign government, or a foreign corporation wholly owned by a foreign government.)

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].

252.225-7976 CONTRACTOR PERSONNEL PERFORMING IN JAPAN (DEVIATION 2018-O0019)(AUG 2018)

(Applicable to all Purchase Orders for the acquisitions of commercial items, that will require contractor personnel to perform in Japan. The clause requires DoD contractors to account for contractor personnel and dependents in the Synchronized Predeployment and Operational Tracker, in order for the contractor personnel and dependents to be eligible for coverage under the Status of Forces Agreement.)

(a) Definitions. As used in this clause—

“Commander” means the Commander of the United States Forces Japan (USFJ).

“Dependent” means spouse, and children under 21; and parents, and children over 21, if dependent for over half their support upon a member of the United States Armed Forces or civilian component.

“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.

“SOFA Article I(b) status” means a designation by the Commander of contractor personnel as Members of the Civilian Component under Article I(b) of the Status of Forces Agreement (SOFA), in accordance with agreement by the Joint Committee. To receive such a designation, an individual must—

- (1) Be a United States national;
- (2) Not be ordinarily resident in Japan (or if ordinarily resident, complete the procedures set forth in USFJ Instruction 36-2611 (Change of Status by Persons in Japan to One of the Categories Authorized by the Status of Forces Agreement, available at [http://www.usfj.mil/Portals/80/Documents/Instructions/36-2611%20\(USFJI\).pdf](http://www.usfj.mil/Portals/80/Documents/Instructions/36-2611%20(USFJI).pdf));
- (3) Be present in Japan at the official invitation of the United States Government and solely for official purposes in connection with the United States Armed Forces;
- (4) Not have SOFA Article XIV status; and
- (5) Be essential to the mission of the United States Armed Forces and has a high degree of skill or knowledge for the accomplishment of mission requirements by fulfilling the following:
 - (i) Has acquired the skill and knowledge through a process of higher education or specialized training and experience; or
 - (ii) Possesses a security clearance recognized by the United States to perform his or her duties; or
 - (iii) Possesses a license or certification issued by a U.S. Federal department or agency, U.S. state, U.S. Territory, or the District of Columbia to perform his or her duties; or
 - (iv) Be identified by the United States Armed Forces as necessary in an emergent situation and will remain in Japan for less than 91 days to fulfill specialized duties; or
 - (v) Is an employee of a military banking facility; or
 - (vi) Is specifically authorized by the Joint Committee.

“SOFA Article XIV status” means designation by the Commander to persons, including corporations organized under the laws of the United States and its personnel, that are ordinarily resident in the United States and whose presence in Japan is solely for the purpose of executing contracts with the United States for the benefit of the United States Armed Forces. Such designations are made in extremely limited circumstances and only after consultation with the Government of Japan. Article XIV designations are restricted to cases where open competitive bidding is not practicable due to—

- (1) Security considerations;
- (2) The technical qualification of the contractors involved;
- (3) The unavailability of materials or services required by United States standards; and

(4) Limitations of United States law.

“SOFA-covered contractor personnel” means contractor personnel who have been designated as having SOFA Article I(b) status or SOFA Article XIV status, which is documented on a Letter of Authorization (LOA) signed by the Contracting Officer.

“SOFA status” means either SOFA Article I(b) status or SOFA Article XIV status or a dependent under Article I(c).

“Status of Forces Agreement” means the “Agreement under Article VI of the Treaty of Mutual Cooperation and Security between Japan and the United States of America, Regarding Facilities and Areas and the Status of United States Armed Forces in Japan,” dated January 19, 1960, and all supplementary agreements to the SOFA, including the agreement signed on January 16, 2017.

“United States national” means a citizen of the United States, or a person who, though not a citizen of the United States, owes permanent allegiance to the United States.

(b) General.

(1) This clause applies to SOFA-covered contractor personnel when performing in Japan. The requirements of paragraph (c)(2) and (e)(1) of this clause must be specified in the statement of work to be applied to non-SOFA-covered contractor personnel.

(2) The Contractor shall comply with the instructions of the Contracting Officer concerning the entry of its personnel, equipment, and supplies into Japan, applicable Japanese laws and regulations, and USFJ and USFJ-component policies and instructions during the performance of this contract. Specifically, the Contractor shall comply with—

(i) USFJ Instruction 64-100, Contract Performance in Japan;

(ii) USFJ Instruction 36-2811, Indoctrination Training Programs;

(iii) USFJ Instruction 36-2611, Change of Status by Persons in Japan to One of the Categories Authorized by the Status of Forces Agreement; and

(iv) USFJ Instruction 64-102, United States Official Contractors and Their Employees, as applicable to contractors and contractor personnel with SOFA Article XIV status.

(3) Application for status under the SOFA shall be in accordance with USFJ Instruction 64-100 and, in specific and limited circumstances, USFJ Instruction 64-102.

(i) The Contracting Officer, through consultation with their legal counsel and the USFJ/J06 office, makes the determination of status under SOFA Article I(b) for contractor personnel.

(ii) If the Contracting Officer makes a request for status as a United States Official Contractor under Article XIV, USFJ Headquarters (HQ USFJ) shall make the final determination on the Contractor’s SOFA status upon consultation with the government of Japan.

(iii) The Contractor shall request a determination of status under the SOFA for its eligible personnel through the Synchronized Predeployment and Operational Tracker (SPOT) system (see paragraph (f) of this clause). The Contracting Officer will approve a LOA generated in SPOT (see paragraph (c)(2) of this clause) indicating the SOFA status of the contractor personnel only after verifying that eligibility criteria described in USFJ Instruction 64-100 are met.

(iv) Contractor personnel dependent information is also required to be entered into SPOT as part of the employee record.

(4) The importation and personal possession of firearms, swords, and other weapons is highly restricted and controlled in Japan. Contractor personnel considering bringing personal firearms, swords, or other weapons into Japan must comply with USFJ Instruction 31-207, "Firearms and Other Weapons in Japan" available from USFJ/J023 at pacom.yokota.usfj.mbx.j023@mail.mil. The importation and possession of firearms and weapons to perform services under a contract will be addressed separately in the contract.

(5) Offenses committed by the Contractor or contractor personnel may be subject to United States or host nation prosecution and/or civil liability (see paragraph (d) of this clause). Japan authorities have the right to exercise jurisdiction over SOFA-covered contractor personnel, including dependents, in relation to offenses committed in Japan and punishable by the law of Japan. In those cases in which the Japanese authorities have the primary right to exercise jurisdiction but decide not to do so, the United States shall have the right to exercise such jurisdiction as is conferred on it by the law of the United States.

(c) Support.

(1) Security plan. The Commander will develop a security plan that identifies contingency procedures and potential evacuation of nonessential SOFA-covered contractor personnel.

(2) Letter of authorization. A SPOT-generated LOA signed by the Contracting Officer is required for SOFA-covered contractor personnel travel to, from, or within Japan.

(i) The LOA will identify any additional authorizations, privileges, or Government support that contractor personnel are entitled to under this contract. USFJ has limited capability to provide Government-furnished routine medical services to contractors in Japan. In instances where Government-furnished routine medical services are neither available nor authorized in the contract, the SPOT-generated LOA shall be annotated with "None" checked for Government-furnished routine medical services.

(ii) Contractor personnel shall present a valid LOA to Japanese immigration officials upon entry into and exit from Japan to receive government of Japan recognition as a Member of the Civilian Component under the SOFA or as a contractor with Article XIV status.

(iii) Contractor personnel who are issued a LOA shall maintain possession a DoD-issued identification credential at all times while performing under this contract in Japan. If the contractor personnel does not possess a DoD-issued identification credential, he or she shall maintain possession of a copy of the LOA and their passport at all times while performing under this contract in Japan.

(3) SOFA-status contractor personnel privileges. Contractor personnel and their dependents granted authority to enter Japan under SOFA Article I(b) may be accorded the following benefits of the SOFA:

(i) Access to and movement between facilities and areas in use by the United States Armed Forces and between such facilities and areas and the ports or airports of Japan as provided for in paragraph 2 of the SOFA Article V.

(ii) Entry into Japan and exemption from Japanese laws and regulations on the registration and control of aliens as provided for in SOFA Article IX.

(iii) Acceptance as valid by Japan, without a driving test or fee, a USFJ Operator's Permit for Civilian Vehicle as provided for in SOFA Article X. Issuance of such permit shall be subject to applicable military regulation.

(iv) Exemption from customs duties and other such charges on materials, supplies, and equipment which are to be incorporated into articles or facilities used by the United States Armed Forces; furniture, household goods for private use imported by person when they first arrive to work in Japan; vehicles and parts imported for private use; and reasonable quantities of clothing and household goods for everyday private use, which are mailed into Japan through United States military post offices as provided for in paragraphs 2 and 3 of SOFA Article XI.

(v) Exemption from the laws and regulations of Japan with respect to terms and conditions of employment as provided for in paragraph 7 of SOFA Article XII, except that such exemption shall not apply to the employment of local nationals in Japan.

(vi) Exemption from Japanese taxes to the government of Japan or to any other taxing agency in Japan on income received as a result of their service with the United States Armed Forces as provided for in SOFA Article XIII. The provisions of Article XIII do not exempt such persons from payment of Japanese taxes on income derived from Japanese sources.

(vii) If authorized by the installation commander or designee, permission to use exchanges, commissaries, messes, social clubs, theaters, newspapers and other non-appropriated fund organizations regulated by United States military authorities as provided for in SOFA Article XV and DoD Manual 1000.13-V2, DoD Identification (ID) Cards: Benefits for Members of the Uniformed Services, Their Dependents, and Other Eligible Individuals.

(viii) The transmission into or outside of Japan of United States dollar or dollar instruments realized as a result of contract performance as provided for in paragraph 2 of SOFA Article XIX.

(ix) Exemption from taxation in Japan on the holding, use transfer by death, or transfer to person or agencies entitled to tax exemption under the SOFA, of movable property, tangible or intangible, the presence of which in Japan is due solely to the temporary presence of these persons in Japan, provided such exemption shall not apply to property held for the purpose of investment or the conduct of other business in Japan or to any intangible property registered in Japan.

(4) Logistical Support.

(i) Logistical support may be authorized, when the Contracting Officer determines it necessary and appropriate, for contractor personnel in Japan. Generally, the full range of logistical support listed below is not necessary for contractor personnel performing services in Japan on a short-term basis, less than 91 days. Contractor personnel granted SOFA Article I(b) status and their dependents may be provided logistical support, subject to availability as determined by the installation commander or designee. Logistical support includes the following:

- (A) Base Exchange, including exchange service stations, theaters, and commissary.
- (B) Military banking facilities.
- (C) Transient billeting facilities.
- (D) Open mess (club) membership, as determined by each respective club.
- (E) Casualty assistance (mortuary services), on a reimbursable basis.
- (F) Emergency medical care, on a reimbursable basis.
- (G) Dental care, limited to relief of emergencies, on a reimbursable basis.
- (H) Department of Defense Dependent Schools, on a space-created and tuition-paying basis.
- (I) Postal support, as authorized by military postal regulations.
- (J) Local recreation services, on a space-available basis.
- (K) Issuance of USFJ Operator's Permit, if the Contracting Officer determines it necessary based on the length of contract performance.
- (L) Issuance of personal vehicle license plates.

(ii) No other logistical support is authorized for contractor personnel in Japan unless the Contracting Officer obtains a specific authorization from the installation commander where the support will be provided, after coordination with USFJ/J06.

(5) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in Japan under this contract. This support includes the Contractor responsibility for entry and exit from Japan to ensure compliance with Japanese laws concerning foreign personnel in their country.

(d) Compliance with laws and regulations.

(1) The Contractor shall comply with, and shall ensure that its personnel performing in Japan are familiar with and comply with, all applicable—

- (i) United States, host country, and third-country national laws;

- (ii) Provisions of applicable treaties and international agreements;
 - (iii) United States regulations, directives, instructions, policies, and procedures; and
 - (iv) Orders, directives, and instructions issued by the USFJ Commander and installation commanders, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.
- (2) If required by the contract, 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.
- (3) The Contractor shall ensure that all contractor personnel are aware—
- (i) Of the DoD definition of “sexual assault” in DoD Directive 6495.01, Sexual Assault Prevention and Response Program; and
 - (ii) That sexual misconduct may constitute offenses under the law of Japan, Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or both. All offenses have consequences for contractor personnel, including dependents.
- (4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under the Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code) or other Federal or local laws.
- (5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the operational 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/report-a-crime.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/ContactUs/Pages/ReportaCrime.aspx>;

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/Components/Administrative-Investigations/DoD-Hotline/>; or

(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 <http://www.dodig.mil/Components/Administrative-Investigations/DoD-Hotline/>. 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 personnel supporting the U.S. Armed Forces in Japan are aware of their rights to—

(A) Hold their own identity or immigration documents, such as passport or driver's license;

(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 in-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 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 and subcontractor personnel supporting the United States Armed Forces.

(e) Preliminary personnel requirements.

(1) The Contractor shall ensure that the following requirements are met prior to departure of SOFA-covered contractor personnel and, as specified in the statement of work, non-SOFA-covered contractor personnel (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 required USFJ Form 27, Contractor Employee Acknowledgement Forms.

(iii) All such personnel performing in support of an applicable operation—

(A) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the United States Indo-Pacific Command (USINDOPACOM) Combatant Commander (as posted to the USINDOPACOM Combatant Commander's website or other venue); and

(B) Have received all required immunizations as specified in the foreign clearance guide.

(1) All immunizations shall be obtained prior to arrival in Japan.

(2) All such personnel, as specified in the statement of work, shall bring to Japan 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.

(iv) Contractor personnel have all necessary passports, visas, and other documents required to enter and exit Japan, and other appropriate DoD identity credential.

(v) Special area, country, and theater clearance is obtained for all personnel. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, SOFA-covered contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(2) The Contractor shall notify its personnel, including dependents, who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such personnel, and dependents, 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, SOFA-covered contractor personnel and selected non-SOFA covered contractor personnel may be subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10);

(v) Contractor personnel are required to report offenses alleged to have been committed by or against other contractor personnel to appropriate investigative authorities; and

(vi) Contractor personnel will be provided victim and witness protection and assistance.

(f) Personnel data.

(1) The Contractor shall—

(i) Use the SPOT web-based system, or its successor, to account for all SOFA-covered contractor personnel performing in Japan under the contract;

(ii) Register for a SPOT account at <https://spot.dmdc.mil> for unclassified contracts and at <https://spot.dmdc.osd.smil.mil> for classified contracts using one of the following log-in methods, after which the SPOT Customer Support Team will contact the Contractor to validate user needs:

(A) A Common Access Card (CAC) or a SPOT-approved digital certificate.

(B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval;

(iii) Comply with the SPOT Business Rules located at <https://www.acq.osd.mil/log/PS/spot.html>;

(iv) Enter into the SPOT the required information on contractor personnel, accompanying dependents and equipment prior to departure and continue to use the SPOT to maintain accurate, up-to-date information throughout performance in Japan for all applicable 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; and

(v) Ensure the in-theater arrival date, closeout dates, and changes of the status of individual contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the performance in the operational area with their proper status, are updated in the system in accordance with the processes and timelines established in the SPOT business rules.

(2) SPOT non-compliance and deficiencies will be relevant to past performance evaluations for future contract opportunities, in accordance with Federal Acquisition Regulation subpart 42.15.

(g) Contractor personnel.

(1) Civilian personnel supporting the United States Armed Forces in Japan are guests in a foreign country and must at all times conduct themselves in an honorable and credible manner. Criminal conduct and dishonorable personal behavior, committed either on or off duty, adversely impacts United States and Japanese relations, tarnishes the image of the DoD and USFJ, and hampers the Force's military readiness.

(i) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel are familiar with, and comply with, all applicable—

(A) United States and host country laws;

(B) Treaties and international agreements;

(C) United States regulations, United States Armed Forces directives, instructions, policies, and procedures; and

(D) Orders, directives, and instructions issued by supported commanders, including those relating to force protection, security, health, safety, liberty policies, alcohol-related incidents, or relations and interaction with local nationals, should serve as guideposts in all on and off duty conduct and will be used as general principles in the application of the Government's discretion with regard to paragraph (ii), below.

(ii) Removal and replacement of Contractor personnel. The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of the contract, including those stipulated in this section. 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 or cause.

(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 installation 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 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 employment under this contract.

(h) Protective equipment.

(1) 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. Any required protective equipment should be identified in the statement of work in the contract.

(2) The Commander may issue organizational clothing and individual equipment and provide training, if necessary, as part of the security plan.

(3) The Contractor shall ensure that any issued organizational clothing is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Evacuation.

(1) If the 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.

(k) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of its personnel's designated next of kin in the event an individual 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 3002.01, Personnel Recovery in the Department of Defense.

(l) Mortuary affairs. Contractor personnel authorized to accompany United States Armed Forces may be covered by the DoD mortuary affairs program in accordance with DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contract Support.

(m) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (m), in all subcontracts that will require subcontractor personnel to perform in Japan.
