

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30			1. REQUISITION NUMBER		PAGE 1 OF 37	
2. CONTRACT NO. W52P1J-13-D-0121-P00007		3. AWARD/EFFECTIVE DATE 01-Nov-2013	4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NUMBER (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY W4MM USA JOINT MUNITIONS CMD - W52P1J ARMY CONTRACTING COMMAND ROCKISLAND BLDG 350 RODMAN AVE ROCK ISLAND IL 61299-5000 TEL: FAX:		CODE W52P1J	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS: 488320		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	12. DISCOUNT TERMS Net 30 Days
15. DELIVER TO SEE SCHEDULE		CODE	16. ADMINISTERED BY USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62225-5357		CODE HTC711	
17a. CONTRACTOR/OFFEROR KGL INTERNATIONAL FOR PORTS, WAREHOUSING SCOTT BEVERLY SHUWAIKH PORT-60 KUWAIT CITY 13106 TEL. 965 1888700 EXT 217		CODE SDT08	18a. PAYMENT WILL BE MADE BY DFAS-LIMESTONE - F89900 ACCTG DISB STA NR 389900 ATT: DFAS LI TFMS M 27 ARKANSAS RD STE 600 LIMESTONE ME 04751-6217		CODE F89900	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	
SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
				\$99,000,000.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED		
				27-Sep-2013		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) BECKY S. MOLLOY / CONTRACTING OFFICER TEL: 618-220-7097 EMAIL: becky.s.molloy.civ@mail.mil			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)						PAGE 2 OF 37
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL
37. CHECK NUMBER						
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY <i>(Print)</i>		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		
				42b. RECEIVED AT <i>(Location)</i>		
				42c. DATE REC'D <i>(YY/MM/DD)</i>		42d. TOTAL CONTAINERS

Section SF 30 - BLOCK 14 CONTINUATION PAGE

ORDERING INSTRUCTIONS

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	STEVEDORING & RELATED TERMINAL SERVICES FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AA	VESSEL LOADING, SCHEDULE 1A FFP Vessel loading for the various commodities identified in Schedule 1A in accordance with the Performance Work Statement. FOB: Destination SIGNAL CODE: A	1	Lot	(b)(4)	(b)(4)
				MAX NET AMT	(b)(4)

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AB	DISCHARGE VESSEL, SCHEDULE 1B FFP Vessel unloading for the various commodities identified in Schedule 1B in accordance with the Performance Work Statement. FOB: Destination SIGNAL CODE: A	1	Lot	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AC	UNLOAD INLAND TRANSPORT, SCHEDULE 1C FFP Receipt of cargo for the various commodities identified in Schedule 1C in accordance with the Performance Work Statement. FOB: Destination SIGNAL CODE: A	1	Lot	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AD	LOAD INLAND TRANSPORT, SCHEDULE 1D FFP Disposition of cargo for the various commodities identified in Schedule 1D in accordance with the Performance Work Statement. FOB: Destination SIGNAL CODE: A	1	Lot	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AE	STUFFING/UNSTUFFING, SCHEDULE 1E FFP Stuffing and Un-stuffing of cargo containers for the various commodities identified in Schedule 1E in accordance with the Performance Work Statement. FOB: Destination SIGNAL CODE: A	1	Lot	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AF	TRANSFER, SCHEDULE 1F FFP All actions necessary to facilitate relocation/transfer of vessel cargo for the various commodities identified in Schedule 1F in accordance with the Performance Work Statement. FOB: Destination SIGNAL CODE: A	1	Lot	(b)(4)	(b)(4)

MAX NET AMT (b)(4)

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	REGULAR EXTRA LABOR RATES, SCHEDULE 2 FFP Provide necessary labor/man-hours identified in Schedule 2 in accordance with the Performance Work Statement. FOB: Destination SIGNAL CODE: A	1	Lot	(b)(4)	(b)(4)

MAX NET AMT (b)(4)

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	OT & SHIFT DIFFERENTIAL RATES, SCHED. 3 FFP Provide necessary labor/man-hours identified in Schedule 3 in accordance with the Performance Work Statement. FOB: Destination SIGNAL CODE: A	1	Lot	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	EQUIPMENT, SCHEDULE 4 FFP Provide required rental equipment identified in Schedule 4 in accordance with the Performance Work Statement. FOB: Destination SIGNAL CODE: A	1	Lot	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	STORAGE, SCHEDULE 5 FFP Storage services for the commodities and categories identified in Schedule 5 in accordance with the Performance Work Statement. FOB: Destination SIGNAL CODE: A	1	Lot	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006	UTILIZATION OF FACILITIES, SCHEDULE 6 FFP Provide required rental facilities identified in Schedule 6 in accordance with the Performance Work Statement. FOB: Destination SIGNAL CODE: A	1	Lot	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008	MISCELLANEOUS, SCHEDULE 8 FFP Provide miscellaneous support services as identified in Schedule 8 in accordance with the Performance Work Statement. FOB: Destination SIGNAL CODE: A	1	Lot	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009	INLAND TRANSPORT, SCHEDULE 9 FFP Inland transportation services for the various commodities identified in Schedule 9 in accordance with the Performance Work Statement. FOB: Destination SIGNAL CODE: A	1	Lot	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010	RINSING OF CARGO, SCHEDULE 10 FFP Rinsing services for the various commodities identified in Schedule 10 in accordance with the Performance Work Statement. FOB: Destination SIGNAL CODE: A	1	Lot	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011	CONTRACTOR MANPOWER REPORTING FFP The contractor shall complete monthly, the Contractor Manpower Reporting for performance in fiscal year 2014. The contractor is required to completely fill in all the information in the format using the following web address: http://cmra.army.mil in accordance with paragraph 9.0 of the Performance Work Statement. FOB: Destination SIGNAL CODE: A	1	Each		NSP

MAX
NET AMT

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001 EXERCISED OPTION	STEVEDORING & RELATED TERMINAL SERVICES FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001AA EXERCISED OPTION	VESSEL LOADING, SCHEDULE 1A FFP Vessel loading for the various commodities identified in Schedule 1A in accordance with the Performance Work Statement. FOB: Destination SIGNAL CODE: A	1	Lot	(b)(4)	(b)(4)
MAX NET AMT					(b)(4)

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001AB EXERCISED OPTION	DISCHARGE VESSEL, SCHEDULE 1B FFP Vessel unloading for the various commodities identified in Schedule 1B in accordance with the Performance Work Statement. FOB: Destination SIGNAL CODE: A	1	Lot	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001AC EXERCISED OPTION	UNLOAD INLAND TRANSPORT, SCHEDULE 1C FFP Receipt of cargo for the various commodities identified in Schedule 1C in accordance with the Performance Work Statement. FOB: Destination SIGNAL CODE: A	1	Lot	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001AD EXERCISED OPTION	LOAD INLAND TRANSPORT, SCHEDULE 1D FFP Disposition of cargo for the various commodities identified in Schedule 1D in accordance with the Performance Work Statement. FOB: Destination SIGNAL CODE: A	1	Lot	(b)(4)	(b)(4)

MAX NET AMT (b)(4)

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001AE EXERCISED OPTION	STUFFING/UNSTUFFING, SCHEDULE 1E FFP Stuffing and Un-stuffing of cargo containers for the various commodities identified in Schedule 1E in accordance with the Performance Work Statement. FOB: Destination SIGNAL CODE: A	1	Lot	(b)(4)	(b)(4)

MAX NET AMT (b)(4)

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001AF EXERCISED OPTION	TRANSFER, SCHEDULE 1F FFP All actions necessary to facilitate relocation/transfer of vessel cargo for the various commodities identified in Schedule 1F in accordance with the Performance Work Statement. FOB: Destination SIGNAL CODE: A	1	Lot	(b)(4)	(b)(4)
MAX NET AMT					(b)(4)

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002 EXERCISED OPTION	REGULAR EXTRA LABOR RATES, SCHEDULE 2 FFP Provide necessary labor/man-hours identified in Schedule 2 in accordance with the Performance Work Statement. FOB: Destination SIGNAL CODE: A	1	Lot	(b)(4)	(b)(4)
MAX NET AMT					(b)(4)

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003 EXERCISED OPTION	OT & SHIFT DIFFERENTIAL RATES, SCHED. 2 FFP Provide necessary labor/man-hours identified in Schedule 3 in accordance with the Performance Work Statement. FOB: Destination SIGNAL CODE: A	1	Lot	(b)(4)	(b)(4)

MAX NET AMT (b)(4)

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1004 EXERCISED OPTION	EQUIPMENT, SCHEDULE 4 FFP Provide required rental equipment identified in Schedule 4 in accordance with the Performance Work Statement. FOB: Destination SIGNAL CODE: A	1	Lot	(b)(4)	(b)(4)

MAX NET AMT (b)(4)

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1005 EXERCISED OPTION	STORAGE, SCHEDULE 5 FFP Storage services for the commodities and categories identified in Schedule 5 in accordance with the Performance Work Statement. FOB: Destination SIGNAL CODE: A	1	Lot	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1006 EXERCISED OPTION	UTILIZATION OF FACILITIES, SCHEDULE 6 FFP Provide required rental facilities identified in Schedule 6 in accordance with the Performance Work Statement. FOB: Destination SIGNAL CODE: A	1	Lot	(b)(4)	(b)(4)

MAX
NET AMT

(b)(4)

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1008 EXERCISED OPTION	MISCELLANEOUS, SCHEDULE 8 FFP Provide miscellaneous support services as identified in Schedule 8 in accordance with the Performance Work Statement. FOB: Destination SIGNAL CODE: A	1	Lot	(b)(4)	(b)(4)

MAX NET AMT (b)(4)

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1009 EXERCISED OPTION	INLAND TRANSPORT, SCHEDULE 9 FFP Inland transportation services for the various commodities identified in Schedule 9 in accordance with the Performance Work Statement. FOB: Destination SIGNAL CODE: A	1	Lot	(b)(4)	(b)(4)

MAX NET AMT (b)(4)

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1010 EXERCISED OPTION	RINSING OF CARGO, SCHEDULE 10 FFP Rinsing services for the various commodities identified in Schedule 10 in accordance with the Performance Work Statement. FOB: Destination SIGNAL CODE: A	1	Lot	(b)(4)	(b)(4)
MAX NET AMT					(b)(4)

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1011 EXERCISED OPTION	CONTRACTOR MANPOWER REPORTING FFP Manpower Reporting for performance in fiscal year 2014. The contractor is required to completely fill in all the information in the format using the following web address: http://cmra.army.mil in accordance with paragraph 9.0 of the Performance Work Statement. FOB: Destination	1	Each		NSP
MAX NET AMT					

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001 OPTION	STEVEDORING & RELATED TERMINAL SERVICES 2001 has been cancelled on 11/18/2015. FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001AA	VESSEL LOADING, SCHEDULE 1A 2001AA has been cancelled on 11/18/2015. The quantity decreased from 1.00 Lot by 1.00 to 0.00 . The unit cost decreased from (b)(4) by (b)(4) to \$0.00. FFP Vessel loading for the various commodities identified in Schedule 1A in accordance with the Performance Work Statement. FOB: Destination SIGNAL CODE: A		Lot	\$0.00	\$0.00
MAX NET AMT					\$0.00

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001AB			Lot	\$0.00	\$0.00

DISCHARGE VESSEL, SCHEDULE 1B

2001AB has been cancelled on 11/18/2015. The quantity decreased from 1.00 Lot by 1.00 to 0.00 . The unit cost decreased from (b)(4) by (b)(4) to \$0.00.

FFP

Vessel unloading for the various commodities identified in Schedule 1B in accordance with the Performance Work Statement.

FOB: Destination

SIGNAL CODE: A

MAX
NET AMT

\$0.00

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001AC			Lot	\$0.00	\$0.00

UNLOAD INLAND TRANSPORT, SCHEDULE 1C

2001AC has been cancelled on 11/18/2015. The quantity decreased from 1.00 Lot by 1.00 to 0.00 . The unit cost decreased from (b)(4) by (b)(4) to \$0.00.

FFP

Receipt of cargo for the various commodities identified in Schedule 1C in accordance with the Performance Work Statement.

FOB: Destination

SIGNAL CODE: A

MAX
NET AMT

\$0.00

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001AD	LOAD INLAND TRANSPORT, SCHEDULE 1D 2001AD has been cancelled on 11/18/2015. The quantity decreased from 1.00 Lot by 1.00 to 0.00 . The unit cost decreased from (b)(4) by (b)(4) to \$0.00. FFP Disposition of cargo for the various commodities identified in Schedule 1D in accordance with the Performance Work Statement. FOB: Destination SIGNAL CODE: A		Lot	\$0.00	\$0.00
				MAX NET AMT	\$0.00

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001AE	STUFFING/UNSTUFFING, SCHEDULE 1E 2001AE has been cancelled on 11/18/2015. The quantity decreased from 1.00 Lot by 1.00 to 0.00 . The unit cost decreased from (b)(4) by \$ (b)(4) to \$0.00. FFP Stuffing and Un-stuffing of cargo containers for the various commodities identified in Schedule 1E in accordance with the Performance Work Statement. FOB: Destination SIGNAL CODE: A		Lot	\$0.00	\$0.00
				MAX NET AMT	\$0.00

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001AF			Lot	\$0.00	\$0.00

TRANSFER, SCHEDULE 1F

2001AF has been cancelled on 11/18/2015. The quantity decreased from 1.00 Lot by 1.00 to 0.00 . The unit cost decreased from (b)(4) by (b)(4) to \$0.00.

FFP

All actions necessary to facilitate relocation/transfer of vessel cargo for the various commodities identified in Schedule 1F in accordance with the Performance Work Statement.

FOB: Destination

SIGNAL CODE: A

MAX NET AMT	\$0.00
-------------	--------

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002			Lot	\$0.00	\$0.00

REGULAR EXTRA LABOR RATES, SCHEDULE 2

2002 has been cancelled on 11/18/2015. The quantity decreased from 1.00 Lot by 1.00 to 0.00 . The unit cost decreased from (b)(4) by (b)(4) to \$0.00.

FFP

Provide necessary labor/man-hours identified in Schedule 2 in accordance with the Performance Work Statement.

FOB: Destination

SIGNAL CODE: A

MAX NET AMT	\$0.00
-------------	--------

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003	OT & SHIFT DIFFERENTIAL RATES, SCHED. 2		Lot	\$0.00	\$0.00
	2003 has been cancelled on 11/18/2015. The quantity decreased from 1.00 Lot by 1.00 to 0.00 . The unit cost decreased from (b)(4) by (b)(4) to \$0.00.				
	FFP				
	Provide necessary labor/man-hours identified in Schedule 3 in accordance with the Performance Work Statement.				
	FOB: Destination				
	SIGNAL CODE: A				
				MAX NET AMT	\$0.00

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2004	EQUIPMENT, SCHEDULE 4		Lot	\$0.00	\$0.00
	2004 has been cancelled on 11/18/2015. The quantity decreased from 1.00 Lot by 1.00 to 0.00 . The unit cost decreased from (b)(4) by (b)(4) to \$0.00.				
	FFP				
	Provide required rental equipment identified in Schedule 4 in accordance with the Performance Work Statement.				
	FOB: Destination				
	SIGNAL CODE: A				
				MAX NET AMT	\$0.00

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2005	STORAGE, SCHEDULE 5		Lot	\$0.00	\$0.00
	<p>2005 has been cancelled on 11/18/2015. The quantity decreased from 1.00 Lot by 1.00 to 0.00 . The unit cost decreased from (b)(4) by (b)(4) to \$0.00.</p> <p>FFP</p> <p>Storage services for the commodities and categories identified in Schedule 5 in accordance with the Performance Work Statement.</p> <p>FOB: Destination</p> <p>SIGNAL CODE: A</p>				
				MAX NET AMT	\$0.00

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2006	UTILIZATION OF FACILITIES, SCHEDULE 6		Lot	\$0.00	\$0.00
	<p>2006 has been cancelled on 11/18/2015. The quantity decreased from 1.00 Lot by 1.00 to 0.00 . The unit cost decreased from (b)(4) by (b)(4) to \$0.00.</p> <p>FFP</p> <p>Provide required rental facilities identified in Schedule 6 in accordance with the Performance Work Statement.</p> <p>FOB: Destination</p> <p>SIGNAL CODE: A</p>				
				MAX NET AMT	\$0.00

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2008	MISCELLANEOUS, SCHEDULE 8 2008 has been cancelled on 11/18/2015. The quantity decreased from 1.00 Lot by 1.00 to 0.00 . The unit cost decreased from (b)(4) by (b)(4) to \$0.00. FFP Provide miscellaneous support services as identified in Schedule 8 in accordance with the Performance Work Statement. FOB: Destination SIGNAL CODE: A		Lot	\$0.00	\$0.00
MAX NET AMT					\$0.00

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2009	INLAND TRANSPORT, SCHEDULE 9 2009 has been cancelled on 11/18/2015. The quantity decreased from 1.00 Lot by 1.00 to 0.00 . The unit cost decreased from (b)(4) by \$ (b)(4) to \$0.00. FFP Inland transportation services for the various commodities identified in Schedule 9 in accordance with the Performance Work Statement. FOB: Destination SIGNAL CODE: A		Lot	\$0.00	\$0.00
MAX NET AMT					\$0.00

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2010	RINSING OF CARGO, SCHEDULE 10 2010 has been cancelled on 11/18/2015. The quantity decreased from 1.00 Lot by 1.00 to 0.00 . The unit cost decreased from (b)(4) by (b)(4) to \$0.00. FFP Rinsing services for the various commodities identified in Schedule 10 in accordance with the Performance Work Statement. FOB: Destination SIGNAL CODE: A		Lot	\$0.00	\$0.00
MAX NET AMT					\$0.00

PSC Code: V114

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2011	CONTRACTOR MANPOWER REPORTING 2011 has been cancelled on 11/18/2015. The quantity decreased from 1.00 Each by 1.00 to 0.00 . The unit cost remained the same. FFP Manpower Reporting for performance in fiscal year 2014. The contractor is required to completely fill in all the information in the format using the following web address: http://cmra.army.mil in accordance with paragraph 9.0 of the Performance Work Statement. FOB: Destination		Each		NSP
MAX NET AMT					

PSC Code: V114

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

PSC Code: V114

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0001AD	Destination	Government	Destination	Government
0001AE	Destination	Government	Destination	Government
0001AF	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
1001	N/A	N/A	N/A	Government
1001AA	Destination	Government	Destination	Government
1001AB	Destination	Government	Destination	Government
1001AC	Destination	Government	Destination	Government
1001AD	Destination	Government	Destination	Government
1001AE	Destination	Government	Destination	Government
1001AF	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government

1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1008	Destination	Government	Destination	Government
1009	Destination	Government	Destination	Government
1010	Destination	Government	Destination	Government
1011	N/A	N/A	N/A	Government
2001	N/A	N/A	N/A	Government
2001AA	Destination	Government	Destination	Government
2001AB	Destination	Government	Destination	Government
2001AC	Destination	Government	Destination	Government
2001AD	Destination	Government	Destination	Government
2001AE	Destination	Government	Destination	Government
2001AF	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
2008	Destination	Government	Destination	Government
2009	Destination	Government	Destination	Government
2010	Destination	Government	Destination	Government
2011	N/A	N/A	N/A	Government
3001	Destination	Government	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0001AA	POP 01-DEC-2013 TO 30-NOV-2014	N/A	W1DJ 831ST TSB SALALAH OPS - W56CGJ WADE DOCKERYJR OPERATION ENDUIRNG FREEDOM APO AE 09328 618-220-5468 FOB: Destination	W56CGJ
0001AB	POP 01-DEC-2013 TO 30-NOV-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56CGJ
0001AC	POP 01-DEC-2013 TO 30-NOV-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56CGJ
0001AD	POP 01-DEC-2013 TO 30-NOV-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56CGJ
0001AE	POP 01-DEC-2013 TO 30-NOV-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56CGJ

0001AF	POP 01-DEC-2013 TO 30-NOV-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56CGJ
0002	POP 01-DEC-2013 TO 30-NOV-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56CGJ
0003	POP 01-DEC-2013 TO 30-NOV-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56CGJ
0004	POP 01-DEC-2013 TO 30-NOV-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56CGJ
0005	POP 01-DEC-2013 TO 30-NOV-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56CGJ
0006	POP 01-DEC-2013 TO 30-NOV-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56CGJ
0008	POP 01-DEC-2013 TO 30-NOV-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56CGJ
0009	POP 01-DEC-2013 TO 30-NOV-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56CGJ
0010	POP 01-DEC-2013 TO 30-NOV-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56CGJ
0011	POP 01-DEC-2013 TO 30-NOV-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56CGJ
1001	N/A	N/A	N/A	N/A
1001AA	POP 01-DEC-2014 TO 30-NOV-2015	N/A	W1DJ 831ST TSB SALALAH OPS - W56CGJ WADE DOCKERYJR OPERATION ENDUIRNG FREEDOM APO AE 09328 618-220-5468 FOB: Destination	W56CGJ
1001AB	POP 01-DEC-2014 TO 30-NOV-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56CGJ
1001AC	POP 01-DEC-2014 TO 30-NOV-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56CGJ
1001AD	POP 01-DEC-2014 TO 30-NOV-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56CGJ
1001AE	POP 01-DEC-2014 TO 30-NOV-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56CGJ
1001AF	POP 01-DEC-2014 TO 30-NOV-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56CGJ

1002	POP 01-DEC-2014 TO 30-NOV-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56CGJ
1003	POP 01-DEC-2014 TO 30-NOV-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56CGJ
1004	POP 01-DEC-2014 TO 30-NOV-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56CGJ
1005	POP 01-DEC-2014 TO 30-NOV-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56CGJ
1006	POP 01-DEC-2014 TO 30-NOV-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56CGJ
1008	POP 01-DEC-2014 TO 30-NOV-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56CGJ
1009	POP 01-DEC-2014 TO 30-NOV-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56CGJ
1010	POP 01-DEC-2014 TO 30-NOV-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56CGJ
1011	POP 01-DEC-2014 TO 30-NOV-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56CGJ
2001	N/A	N/A	N/A	N/A
2001AA	N/A	N/A	N/A	N/A
2001AB	N/A	N/A	N/A	N/A
2001AC	N/A	N/A	N/A	N/A
2001AD	N/A	N/A	N/A	N/A
2001AE	N/A	N/A	N/A	N/A
2001AF	N/A	N/A	N/A	N/A
2002	N/A	N/A	N/A	N/A
2003	N/A	N/A	N/A	N/A
2004	N/A	N/A	N/A	N/A
2005	N/A	N/A	N/A	N/A
2006	N/A	N/A	N/A	N/A
2008	N/A	N/A	N/A	N/A
2009	N/A	N/A	N/A	N/A

2010	N/A	N/A	N/A	N/A
2011	N/A	N/A	N/A	N/A
3001	POP 01-DEC-2015 TO 30-NOV-2016	N/A	W6GQ 595TH USA TRANS SURF BDE - W91M4B 1LT SCOTT SPENCER OPERATION INHERENT RESOLVE APO AE 09366 DSN 318-480-0759 FOB: Destination	W91M4B

CLAUSES INCORPORATED BY REFERENCE

252.225-7993 (Dev)	Prohibition on Providing Funds to the Enemy (Deviation 2015-O0016)	SEP 2015
252.225-7994 (Dev)	Additional Access to Contractor and Subcontractor Records in the United States Central Command Theater of Operations (Deviation)	MAR 2015
252.225-7995 (Dev)	Contractor Personnel Performing in the United States Central Command Area of Responsibility (Deviation)	JAN 2015
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012

CLAUSES INCORPORATED BY FULL TEXT

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after [insert date].

(End of clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

“Covered defense information” means unclassified information that—

(i) Is—

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

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

(ii) Falls in any of the following categories:

(A) Controlled technical information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Cyber incident reporting requirement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(m) Subcontracts. The Contractor shall—

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

(End of clause)