

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 37	
2. CONTRACT (Proc. hist. Ident.) NO. HDTRA1-15-C-0041		3. EFFECTIVE DATE 09 Apr 2015		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. J9CBA14212			
5. ISSUED BY CODE DEFENSE THREAT REDUCTION AGENCY/J4C 8725 JOHN J. KINGMAN ROAD, MSC 6201 FORT BELVOIR VA 22060-6201		HDTRA1		6. ADMINISTERED BY (If other than Item 5) DCMA GARDEN CITY 605 STEWART AVENUE GARDEN CITY NY 11530-4761		CODE S3309A	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) ECOHEALTH ALLIANCE INC. MR. ALEKSEI CHMURA 460 W 34TH ST 17TH FL NEW YORK NY 10001-2320				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
CODE 3MMU3		FACILITY CODE					
11. SHIP TO/MARK FOR CODE DEFENSE THREAT REDUCTION AGENCY SEE SEPARATE LETTER 8725 JOHN J. KINGMAN RD., MSC 6201 FORT BELVOIR VA 22060		HDTRA1		12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATIONS P.O. BOX 182266 COLUMBUS OH 43218-2266		CODE HQ0337	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$2,217,037.00	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	17 - 36
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
	C	DESCRIPTION/ SPECS / WORK STATEMENT		X	J	LIST OF ATTACHMENTS	37
X	D	PACKAGING AND MARKING	4	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	5		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	6		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	7 - 11		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	12 - 16				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return 1 copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print) HARVEY KASDAN, CFO				20A. NAME OF CONTRACTING OFFICER Brian D. Nuckols, Contracting Officer TEL: 703-767-3526 EMAIL: brian.d.nuckols.civ@mail.mil			
19B. NAME OF CONTRACTOR BY Harry Kasdan (Signature of person authorized to sign)		19C. DATE SIGNED 7/9/2015		20B. UNITED STATES OF AMERICA NUCKOLS.BRIAN.D.12 80774452 Digitally signed by NUCKOLS.BRIAN.D.1280774452 DN: c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=DTRA, cn=NUCKOLS.BRIAN.D.1280774452 Date: 2015.04.09 12:50:45 -0400		20C. DATE SIGNED 04/09/2015	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lot		\$2,217,037.00
	Base Period - PSC: AD92				
	COST				
	The Contractor shall perform the project entitled "Global Rapid Identification System (GRITS)," in accordance with Tasks 1-7 in the Statement of Work dated March 13, 2015 and incorporated into this contract as Attachment 1.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: J9CBA14212				
				ESTIMATED COST	\$2,217,037.00
	ACRN AB				\$2,117,486.21
	CIN: J9CBA142120001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002			Lot		\$0.00
	CDRLs				
	COST				
	CDRLs in accordance Exhibit A Contract Data Requirements List.				
	FOB: Destination				
				ESTIMATED COST	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		1	Lot		\$2,262,641.00
OPTION	Option I Period - PSC: AD92				
	COST				
	The Contractor shall perform the project entitled "Global Rapid Identification System (GRITS)," in accordance with Tasks 8-15 in the Statement of Work dated March 13, 2015 and incorporated into this contract as Attachment 1.				
	FOB: Destination				
				ESTIMATED COST	\$2,262,641.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002			Lot		\$0.00
OPTION	CDRLs				
	COST				
	CDRLs in accordance Exhibit A Contract Data Requirements List.				
	FOB: Destination				
				ESTIMATED COST	\$0.00

BAA REFERENCE

This contract is awarded as a result of HDTRA1-14-CHEM-BIO-BAA, Research and Development Broad Agency Announcement (BAA).

Section D - Packaging and Marking

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252.247-9001 PACKAGING AND MARKING

(a) All data contained in Exhibit A, Contract Data Requirements List (CDRL), DD Form 1423 delivered under this contract shall be delivered using best commercial practices to meet the packaging requirements of the carrier and to insure delivery, to the addressees specified on the Data Item Cover Sheet, at destination and in accordance with applicable security requirements.

(b) All data and correspondence submitted to the Contracting Officer shall reference the Contract Number, the CDRL number, and the date submitted. A copy of all correspondence sent to the Contracting Officer's Representative (COR) or Project Manager shall be simultaneously provided to the Contracting Officer.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-9 Inspection Of Research And Development (Short Form) APR 1984

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252.246-9000 INSPECTION AND ACCEPTANCE (JUL 2007)

Government inspection and acceptance of data is specified on the Contract Data Requirements List, DD Form 1423. In accordance with FAR 52.246-9, inspection and acceptance for all work performed at any and all times under this contract shall be the responsibility of the:

 X Contracting Officer's Representative (COR) or Project Manager (PM). The Wide Area Work Flow (WAWF) Acceptor DoDDAC is located in DTRA 252.201-9000 *Project Manager* or DTRA 252.201-9002 *Contracting Officer's Representative*.

 Administrative Contracting Officer (ACO). The WAWF Acceptor DoDAAC can be found in the "Administered By" block on page 1 of the contract.

(End of Clause)

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 09-APR-2015 TO 08-APR-2016	N/A	DEFENSE THREAT REDUCTION AGENCY HDTRA1 SEE SEPARATE LETTER 8725 JOHN J. KINGMAN RD., MSC 6201 FORT BELVOIR VA 22060 FOB: Destination	
0002	POP 09-APR-2015 TO 08-APR-2016	N/A	N/A FOB: Destination	
1001	POP 09-APR-2016 TO 08-APR-2017	N/A	DEFENSE THREAT REDUCTION AGENCY HDTRA1 SEE SEPARATE LETTER 8725 JOHN J. KINGMAN RD., MSC 6201 FORT BELVOIR VA 22060 FOB: Destination	
1002	POP 09-APR-2016 TO 08-APR-2017	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AB: 044315 097 0400 000 N 20152016 D 2620 0602384BP_CB_CBA_RC 1516_0400_2620_TM2DN DTRA 255
 AMOUNT: \$2,117,486.21
 CIN J9CBA142120001: \$2,117,486.21

CLAUSES INCORPORATED BY REFERENCE

52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7006	Billing Instructions	OCT 2005
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7006	Wide Area WorkFlow Payment Instructions	MAY 2013

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252.201-9002 CONTRACTING OFFICER'S REPRESENTATIVE (MAY 2007)

- a. The Contracting Officer's Representative (COR) for this contract is:
 __X__ SEE SEPARATE LETTER

 Defense Threat Reduction Agency/_____
 1680 Texas St SE
 Kirtland AFB NM 87117-5669
 Telephone number (505) ____-____
 e-mail address____@abq.dtra.mil.
 WAWF Acceptor DoDAAC: HDTRA2

b. The COR will act as the Contracting Officer's Representative for technical matters providing technical direction and discussion as necessary with respect to the specification/statement of work and monitoring the progress and quality of the Contractor's performance. The COR is NOT an Administrative Contracting Officer (ACO) and does not have the authority to take any action, either directly or indirectly that would change the pricing, quality, quantity, place of performance, delivery schedule, or any other terms and conditions of the contract, or to direct the accomplishment of effort, which goes beyond the scope of the specifications/statement of work in the contract.

c. When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract, the contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract or has otherwise resolved the issue.

**252.204-9002 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION
CITATIONS (MAY 2012)**

In accordance with DFARS 204.7108 Payment Instructions, payment shall be made by the numbered payment instruction identified below:

Line item specific: sequential ACRN order.

252.204-0002 Line Item Specific: Sequential ACRN Order. (SEP 2009)

If there is more than one ACRN within a contract line item, the payment office will make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/Numeric; Numeric/Alpha; and Numeric/Numeric.

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

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

(End of clause)

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252.232-9000 CONTRACT FUNDING PROFILE (OCT 1998)

Subject to FAR Clause 52.232-22, Limitation of Funds, the amount of \$2,117,486.21 is obligated for work to be performed during the period beginning with contract award and continuing through the end of the base period. Additional incremental funding planned, but not obligated, is: \$99,551.79.

(End of clause)

252.232-9001 PRICES/COST

a. Subject to the provisions of the Clauses of this Contract entitled LIMITATION OF FUNDS, ALLOWABLE COST AND PAYMENT, and FIXED FEE, the total allowable cost under this Contract shall not exceed \$_____ A _____, which is the total estimated cost of the Contractor's performance hereunder, exclusive of fixed fee. In addition, the Government shall pay the Contractor a fixed fee of \$_____ B _____ for the performance of this Contract. It is understood and agreed that the Government's obligation is limited to INCREMENTAL FUNDING in the amount of \$_____ C _____. Within this amount (\$_____ C _____), the fixed fee shall bear the same relationship to the total fixed fee, as the costs incurred bear to the total estimated cost.

b. Interim payment vouchers may be submitted for provisional payment pursuant to the Clauses of this Contract entitled ALLOWABLE COST AND PAYMENT and FIXED FEE.

Fill in the dollar amounts as applicable:

CLIN 0001

A: \$2,217,037.00

B: \$0

C: \$2,117,486.21

252.232-9012 WIDE AREA WORK FLOW (WAWF) – RECEIPT AND ACCEPTANCE (RA) INSTRUCTIONS (November 2011)

(a) As prescribed in DFARS clause 252.232-7003 Electronic Submission of Payment Requests (Jan 2004), Contractors must submit payment requests in electronic form. Paper copies will no longer be accepted or processed for payment unless the conditions of DFARS clause 252.232-7003(c) apply. To facilitate this electronic submission, the Defense Threat Reduction Agency (DTRA) has implemented the DoD sanctioned Wide Area Workflow-Receipt and Acceptance (WAWF-RA) for contractors to submit electronic payment requests and receiving reports. The contractor shall submit electronic payment requests and receiving reports via WAWF-RA. **Vendors shall send an email notification to the Contracting Officer Representative (COR), Program/Project Manager or other government acceptance official identified in the contract by clicking on the Send Additional Email Notifications link upon every submission of an invoice/cost voucher in WAWF-RA. To access WAWF, go to <https://wawf.eb.mil>.**

**** For questions, contact the DTRA WAWF Team at wawfhelp@dtra.mil ****

(b) Definitions:

Acceptor: Contracting Officer's Representative, Program/Project Manager, or other government acceptance official as identified in the contract/order.

Pay Official: Defense Finance and Accounting Service (DFAS) payment office identified in the contract/order.

SHIP To/Service Acceptor DoDAAC: Acceptor DoDAAC or DCMA DoDAAC (as specified in the contract/order).

DCAA Auditor DoDAAC: Needed when invoicing on cost-reimbursable contracts. (Go to www.dcaa.mil and click on the appropriate link under the Audit Office Locator to search for your DCAA DoDAAC.)

>>>>> For contracts that are administered by the Office of Naval Research (ONR): <<<<<<
Enter the ONR DoDAAC in the DCAA Auditor DoDAAC field in WAWF.

(c) WAWF Contractor Input Information:

The contractor shall use the following information in creating electronic payment requests in WAWF:

Invoice Type in WAWF:

If billing for Cost Type/Reimbursable contracts (including T&M and LH), select “Cost Voucher”

If billing for Firm-Fixed Price (FFP) Materials Only, select “Combo”

If billing for FFP Materials and Service, select “Combo”

If billing for FFP Services Only, select “2-n-1 (Services Only)”

**** If the contract contains both FFP and Cost Type (including T&M and LH) line items, they must be invoiced separately on appropriate types mentioned above. Upon the written approval of the Project Manager or Contracting Officer’s Representative, the contractor may invoice both line items in one type of invoice.**

For WAWF Routing Information, See Table Below:

Description	SF 26	SF 33	SF 1449	DD 1155
	Located in Block/Section			
Contract Number	2	2	2	1
Delivery Order	See Individual Order		4	2
CAGE Code	7	15a	17a	9
Pay DoDAAC	12	25	18a	15
Inspection	Section E (except SF 1449, See Entitled): INSPECTION AND ACCEPTANCE			
Acceptance	Section E (except SF 1449, See Entitled): INSPECTION AND ACCEPTANCE			
Issue Date	3	5	3	3
Issue By DoDAAC	5	7	9	6
Admin DoDAAC	6	24	16	7
Ship To / Service Acceptor DoDAAC	6	24	16	7
Ship to Extension	Do Not Fill In			
Services or Supplies	Based on majority of requirement as determined by monetary value			
Final Invoice?	Do not change “N” (no) to “Y” (yes) unless this is the last invoice and the contract is ready for closeout.			

(d) Final Invoices/Vouchers -Final Payment shall be made in accordance with the Federal Acquisition Regulation (FAR) 52.216-7, entitled “Allowable Cost and Payment.”

Invoices - Invoice 2-n-1 (Services Only) and Invoice and Receiving Report (Combo)

Select the “Y” selection from the “**Final Invoice?**” drop-down box when submitting the final invoice for payment for a contract. Upon successful submission of the final invoice, click on the ***Send Additional Email Notifications*** link to send an additional email notification to the Contracting Officer Representative (COR), Program/Project Manager or other government acceptance official identified in the contract.

Cost Vouchers - Once the final DCAA audit is complete for cost reimbursable contracts and authorization is received to submit the final cost voucher, select the “Y” selection from the “**Final Voucher?**” drop-down box when submitting the final cost voucher. Upon successful submission of the final cost voucher, click on the ***Send Additional Email Notifications*** link to send an additional email notification to the following email address:

finalcostvouchers@dtra.mil

(e) WAWF Training may be accessed online at <http://www.wawftraining.com>. To practice creating documents in WAWF, visit the practice site at <https://wawftraining.eb.mil>. General DFAS information may be accessed using the DFAS website at <http://www.dfas.mil/>. Payment status information may be accessed using the myInvoice system at <https://myinvoice.csd.disa.mil>. Your contract number and shipment/invoice number will be required to check status of your payment.

Note: For specific invoice related inquiries email: vendorpay@dtra.mil. Vendors shall forward any additional DTRA related WAWF questions to wawfhelp@dtra.mil.

252.242-9003 - ASSIGNMENT OF CONTRACT ADMINISTRATION SERVICES (CAS) FUNCTIONS (FEB 2012)

- a. The contract administration functions stated in FAR 42.302(a) are assigned to: See Page 1, Section A, Block 6 of this contract.
- b. Notwithstanding that assignment, in accordance with FAR 42.202(b)(2), the following functions are determined to be best performed by the PCO and are retained by the DTRA Contracting Office:
 - (1) FAR 42.302(a)(3) Conduct post-award orientation conferences.
 - (2) FAR 42.302(a)(20) Ensure processing and execution of duty-free entry certificates.
 - (3) FAR 42.302(a)(40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.
 - (4) FAR 42.302(a)(51) Consent to the placement of subcontracts.
 - (5) Approval or disapproval of the data items listed on Exhibit A, DD Form 1423, Contract Data Requirements List.

(END OF CLAUSE)

Section H - Special Contract Requirements

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252.201-9003 LIMITATION OF AUTHORITY (JUN 2009)

No person in the Government, other than a Contracting Officer, has the authority to provide direction to the Contractor, which alters the Contractor's obligations or changes this contract in any way. If any person representing the Government, other than a Contracting Officer, attempts to alter contract obligations, change the contract specifications/statement of work or tells the contractor to perform some effort which the Contractor believes to be outside the scope of this contract, the Contractor shall immediately notify the Procuring Contracting Officer (PCO). Contractor personnel shall not comply with any order or direction which they believe to be outside the scope of this contract unless the order or direction is issued by a Contracting Officer.

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

- (a) The use of senior mentors by the Defense Threat Reduction Agency (DTRA) enhances the readiness of the Agency across a wide range of strategic, operational, joint, functional, technical, management and development mission areas. The relevant prior service, joint force experience, and unique expertise of these senior consultants provide senior leadership with valuable insights and contribute to the continuous improvement of the Agencies' operations.
- (b) For the purposes of this clause, Senior Mentor is defined as a retired flag, general or other military officers (O-6) or retired senior civilian official (Senior Executive Service (SES), Senior Level (SL), Scientific and Professional (ST)) who provides expert experience-based mentoring, teaching, training, advice, and recommendations to senior military officers, staffs and students as they participate in war games, warfighting courses, operational planning, operational exercises, and decision-making exercises.
- (c) In accordance with Secretary of Defense Memorandum entitled "Policy on Senior Mentors" dated April 1, 2010, DTRA will hire all senior mentors as highly qualified experts (HQE) under 5 U.S.C. 9903. This policy balances the need for DTRA to secure the specialized knowledge required for these operational exercises with the need to hire such experts in a manner that promotes public trust and confidence.
- (d) The Contractor shall not include the use of senior mentors in bids or proposals for services/supplies offered to DTRA.
- (e) The Contractor shall include the substance of this clause in all subcontracts.

(End of Clause)

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252.209-9002 NON-GOVERNMENT SUPPORT PERSONNEL (JAN 2008)

The following companies may have access to contractor information, technical data or computer software that may be marked as proprietary or otherwise marked with restrictive legends: JAB Solutions (Contract Specialist support); Quanterion Solutions, Inc. (DTRIAC Technical Engineering Services); Booz Allen Hamilton (administrative support); TASC (advisory and assistance services); Kforce Government Solutions, Inc. (Accounting and Financial Systems Support). Each contract contains organizational conflict of interest provisions and/or includes contractual requirements for non-disclosure of proprietary contractor information or data/software marked with restrictive legends. The contractor, by submitting a proposal or entering into this contract, is deemed to have consented to the disclosure of its information to JAB Solutions, Quanterion Solutions, Inc., Booz Allen Hamilton, TASC, and Kforce Government Solutions, Inc. under the conditions and limitations described herein.

CLAUSES INCORPORATED BY FULL TEXT

252.215-9004 KEY PERSONNEL (AUG 2012)

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

Principal Investigator

CLAUSES INCORPORATED BY FULL TEXT

252.216-9003 CONSULTANTS (OCT 1998)

Services of consultants shall be at rates and for periods approved in advance by the Contracting Officer. Requests for approval shall be submitted to the Contracting Officer sufficiently in advance of the need to use a consultant under this Contract. The request shall include (a) a copy of the proposed consultant agreement, (b) a brief biography of the consultant, and (c) an indication of the area(s) in which consultant's expertise will be utilized and why it is essential for contract performance. In addition, significant deviations from the dollar amount approved for consultant services, or changes in the consultants to be utilized, must likewise be approved in advance upon submission of adequate justification.

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252.223-9004 – Environmental, Radiation, Safety Notification, Compliance and Liability (JUN 2013)

- (a) Environmental, Radiation, and Safety Notification: The Contractor shall notify the Contracting Officer (CO) and Contracting Officer Representative (COR) of any occurrence of non-compliance with Environmental, Radiation, and Safety regulations that occur at any of the Contractor's facilities at which government property is located as soon as practicable, but not later than 24 hours after identification of an incident. The Contractor shall make initial notification by telephone or email. Then, shall follow-up with a written report within 10 business days.
- (b) The Contractor shall notify the CO/COR of any external Environmental, Radiation, and Safety audits or inspections conducted at the facility and provide any reports resulting from the audit. The final report shall be provided to the CO/COR within 30 days following the audit.
- (c) The Contractor shall comply with all Federal, State, and local Environmental, Radiation, and Safety regulations, including, without limitation, statutes, ordinances, court orders, consent decrees, administrative orders, or compliance agreements applicable to the facilities where the Government Property is located.
- (d) The Contractor shall acquire all necessary permits, and licenses.
- (e) DTRA will not be responsible, financially or otherwise, for the investigation, monitoring, cleanup, containment, restoration, removal, or other remedial activity with respect to any hazardous substances present in the soil, ground water, or building(s) that (i) results from activities conducted by entities other than DTRA during the term of this contract, or (ii) results from activities conducted pursuant to any contract, lease, or occupancy agreement that is not associated with DTRA-owned property or activities.

(End of Clause)

CLAUSES INCORPORATED BY FULL TEXT

252.235-9000 SOURCES OF INFORMATION (JULY 2000)

a. The results of the research to be delivered to the Government under this Contract shall embody the most recent reliable information in the field which is available to the Contractor from private and governmental sources, and the Contractor agrees to utilize all sources of such information available to it. In this connection, information in this field which is in the control of DTRA shall, with the consent of the Contracting Officer's Representative (COR) and under such safeguards and procedures as he/she may prescribe, be made available to the Contractor on request. Additionally, the Contractor is encouraged to make use of the resources available through the Defense Threat Reduction Information Analysis Center (DTRIAC), 1680 Texas Street, Southeast, Kirtland AFB, New Mexico 87117.

b. Reasonable assistance in obtaining access to information, or in obtaining permission to use Government or private facilities, will be given to the Contractor by DTRA. Specifically, the Contractor must register with the Defense Technical Information Center, ATTN: DTIC, 8725 John J. Kingman Road, Suite 0944, Fort Belvoir, VA 22060-6218, in accordance with Defense Logistics Agency (DLA) Regulation 4185.10, Certification and Registration for Access to DoD Defense Technical Information. DD Form 1540, the registration form, shall be forwarded to the DTRA Contracting Officer for approval (DFARS 35.010(b)).
(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.237-9001 - Enterprise-wide Contractor Manpower Reporting Application (APR 2013)

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

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

(End of Clause)

252.242-9000 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS) (NOV 2002)

1. As required by FAR Part 42.1503, and DTRA policy for the Contractor Performance Assessment Reporting System (CPARS) and Past Performance Automated Information System (PPAIS) effective July, 2001, the Government shall complete a CPAR each year of the period of performance of this contract. The contractor will have an opportunity to provide their comments in each CPAR before it is finalized. In accordance with DTRA CPARS policy the completed CPARS will be entered into the Department of Defense Past Performance Automated Information System (PPAIS), a retrieval system for source selection teams to access the CPARS of contractors' performance. The DTRA CPARS and PPAIS policy includes an explanation of the process and procedures that will be utilized under this contract. A copy is available for contractor reference via the DTRALink (www.dtra.mil) by accessing Acquisition, How We Do Business.

2. The CPARs shall occur annually in accordance with the schedule established below:

(i) Initial CPAR: 12 months after contract start date (date performance begins)
TBD (by PCO)

(ii) Interim CPAR(s) will be performed annually on the anniversary of the contract start date according to the following schedule:

TBD (by PCO)

(iii) A Final CPAR will be completed upon contract termination, transfer of program management/contract management responsibility outside of DTRA, the delivery of the final end item on contract and/or the completion of the performance period.

(iv) An Out-of-Cycle CPAR may be required when there is a significant change in performance that alters the assessment in one or more evaluation area(s). An Out-of-Cycle CPAR is optional and shall be processed in accordance with Attachment____

3. Each CPAR shall only cover the period elapsing from the last annual CPAR. The final CPAR shall not be used to summarize or "roll-up" the contractor's performance under the entire contract. Each annual CPAR and the final CPAR together will comprise a total picture of contractor performance.

4. At the request of the Government, a verbal, informal review of the Contractor's performance may be held 3-6 months before the completion of the Interim or Final Evaluation periods. This review entails discussing any problems or areas of concern regarding the Contractor's performance to date. No written evaluation form or other formal documentation is required for this evaluation. It may be conducted with the Contractor by telephone, teleconference or face-to-face. This is designed to offer the Contractor an opportunity to correct known deficiencies or weaknesses prior to the formal written evaluation.

5. As set forth in DTRA CPARS policy, any disagreements between the Contractor and the Program Manager regarding the CPAR(s) that cannot be resolved shall be reviewed by the designated Reviewing Official prior to finalization of the CPAR.

6. Special Requirements for Indefinite Delivery Contracts (IDIQ and Requirements type), CPARs shall be processed (select one)

____ for all existing orders (combined) at the time the CPAR is processed

____ on an order-by-order basis

____ on a grouped order basis

7. The policy and procedures set forth in this clause and DTRA CPARS policy are not subject to "Disputes" as described in FAR Part 33.

Section I - Contract Clauses

UPDATED CLAUSES

52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)
 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2015)
 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE
 GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (DEC 2014)

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-18	Commercial and Government Entity Code Maintenance	NOV 2014
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-2 Alt II	Audit and Records--Negotiation (Oct 2010) - Alternate II	APR 1998
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-11	Cost Contract--No Fee	APR 1984

52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-9 ALT II (Dev)	Small Business Subcontracting Plan (Deviation 2013-O0014) - Alternate II	OCT 2014
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-54	Employment Eligibility Verification	AUG 2013
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1 Alt I	Authorization And Consent (Dec 2007) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-11 Alt II	Patent Rights--Ownership by the Contractor (May 2014) - Alternate II	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	MAY 2014
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-25 Alt I	Prompt Payment (July 2013) Alternate I	FEB 2002
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-5	Termination For Convenience Of The Government (Educational And Other Nonprofit Institutions)	SEP 1996
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7000	Disclosure Of Information	AUG 2013

252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	OCT 2014
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2011
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.242-7006	Accounting System Administration	FEB 2012
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAY 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.251-7000	Ordering From Government Supply Sources	AUG 2012

CLAUSES INCORPORATED BY FULL TEXT

52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013)

(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 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 subparagraph (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) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(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 limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.

(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.

(End of clause)

52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013) -- ALTERNATE IV (AUG 2012)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but not more often than once every two weeks, in amounts determined to be allowable by the Contracting Officer in accordance with FAR subpart 31.7 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 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 subparagraph (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) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(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 limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at

http://www.whitehouse.gov/omb/procurement_index_exec_comp/.

- (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.

(End of clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 24 months.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

- (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
 - (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
- (c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.
- (d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.
- (e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.
- (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.
- (g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, (X) is not a small business concern under NAICS Code 541711- assigned to contract number HDTRA1-15-C-0041.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work --
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
 - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
 - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

52.244-2 SUBCONTRACTS (OCT 2010)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Kitware, Inc.
International Society for Infectious Diseases

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Acquisition Regulations System, Department Of Defense (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-9004 IMPLEMENTATION OF DISCLOSURE OF INFORMATION (AUG 2014)

In accordance with DFARS 252.204-7000 Disclosure of Information, any information to be released shall be submitted at least 10 days before the proposed release date, for security and policy review. Submit one copy to each below:

(a) Office of Public Affairs, DTRA/J0XGP, 8725 John J. Kingman Dr, MS 6201, Ft Belvoir VA 22060-6201.

(b) Contracting Officer, Brian Nuckols, DTRA/J4CRC, 8725 John J. Kingman Dr, MS 6201, Ft Belvoir VA 22060-6201.

(c) Program Manager, Christopher Kiley, DTRA/J9CB, 8725 John J. Kingman Dr, MS 6201, Ft Belvoir VA 22060-6201.

(End of Clause)

252.235-7010 Acknowledgment of Support and Disclaimer. (MAY 1995)

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the Defense Threat Reduction Agency under Contract No. HDTRA1-15-C-0041.

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Defense Threat Reduction Agency.

(End of clause)

252.245-9000 Government Property (MAY 2013)

(a) In accordance with FAR 52.245-1(b), Property Management, and FAR 52.245-1(f), Contractor Plans and Systems, the Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession.

(b) The Contractor shall complete and return the applicable attachment(s) electronically:
i. Requisitioned Government-Furnished Property (RGFP) to include the following:

If Non-Reimbursable:

Item#
Description
CAGE Code
Marking Instrument
NSN
Nomen
Part or Indent#
Quantity
Type Designator
Unit Acquisition Cost

If Reimbursable:

Item#
Description
\$ Limit Authorized
Marking Instrument
NSN
Nomen
Part or Indent
Quantity
Unit of Measure
Use As Is

Unit of Measure
Use As Is

- ii. Scheduled Government-Furnished Property (SGFP) to include the following:

<u>If Serialized Items List:</u>	<u>If Non –Serialized Items List:</u>
Item#	Item#
Description	Description
CAGE	CAGE
Marking Instrument	Marking Instrument
Model#	Model#
NSN	NSN
Nomen	Nomen
Part#	Part#
Part or Indent#	Part or Indent
Quantity	Quantity
Serial#	Type Designator
Type Designator	Unit Acquisition Cost
Unit Acquisition Cost	Unit of Measure
Unit of Measure	Use As Is
Use As Is	

The electronic property links are as follows:

Requisitioned Government-Furnished Property (RGFP):

<http://www.acq.osd.mil/dpap/pdi/pc/docs/RequisitionedGovernmentFurnishedPropertyFORM.pdf>

Scheduled Government-Furnished Property (SGFP):

<http://www.acq.osd.mil/dpap/pdi/pc/docs/ScheduledGovernmentFurnishedPropertyFORM.pdf>

(c) The Government Site Visits/Physical Inventory – The DTRA will annually verify the Property in the Possession of the Contractor. The Contactor’s Point of Contact shall coordinate with the Program Manager/Contracting Officer Representative or DTRA Accountable Property Officer (APO) on prearranged site visits upon request.

(d) The physical inventory report shall be validated/confirmed via signature by both the Contractor’s Property Administrator and the DTRA’s Government Representative (i.e. COR, APO, etc.). Inventory discrepancies must be reported immediately to the Contracting Officer, COR/Program Manager and resolved by the DTRA APO.

(e) Inventory Disposal Schedule – When applicable, the Contractor shall submit the inventory disposal schedule to the DTRA Logistics Office (DTRA J4L) for approval 45 days prior to submission of an inventory disposal schedule to the Plant Clearance Officer.

(End of Clause)

252.203-7999

**Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements.
(DEVIATION 2015-O0010)(FEB 2015)**

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.



(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	CDRLs	6	08-APR-2015
Attachment 1	Statement of Work	3	13-MAR-2015
Attachment 2	Subcontracting Plan	6	27-MAR-2015
Attachment 3	Data Rights Assertion List 1		12-SEP-2014

CONTRACT DATA REQUIREMENTS LIST										Form Approved OMB No. 0704-0188					
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/Pr No. listed in Block E.															
A. CONTRACT LINE ITEM NO. 0002 (Base) & 1002 (Option I)				B. EXHIBIT A			C. CATEGORY: TDP _____ TM _____ OTHER <u>Management</u>								
D. SYSTEM/ITEM Global Rapid Identification Tool Set (GRITS)				E. CONTRACT/PR NO. HDTRA1-15-C-0041			F. CONTRACTOR EcoHealth Alliance								
1. DATA ITEM NO. A001		2. TITLE OF DATA ITEM Project Spend Plan					3. SUBTITLE								
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81468				5. CONTRACT REFERENCE N/A			6. REQUIRING OFFICE DTRA-J9CBA								
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED N/A		10. FREQUENCY See Block 16		12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION							
8. APP CODE A				11. AS OF DATE See Block 16		13. DATE OF SUBSEQUENT SUBMISSION See Block 16		a. ADDRESSEE		b. COPIES					
										Draft		Final			
										Reg		Repro			
16. REMARKS 1. Submission shall be furnished electronically via e-mail in contractor format 2. First submission within 30 days of contract award. Updates to be made annually.								DTRA-J9CBA		0		1		0	
								DTRA-J4CRC		0		1		0	
								15. TOTAL							
										0		2		0	
G. PREPARED BY  Christopher Kiley, S&T Manager				H. DATE 4/8/2015		I. APPROVED BY  Christopher Kiley, S&T Manager				J. DATE 4/8/2015					



17. PRICE GROUP
18. ESTIMATED TOTAL PRICE



CONTRACT DATA REQUIREMENTS LIST										Form Approved OMB No. 0704-0188			
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/Pr No. listed in Block E.													
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D. SYSTEM/ITEM Global Rapid Identification Tool Set (GRITS)				E. CONTRACT/PR NO. HDTRA1-15-C-0041			F. CONTRACTOR EcoHealth Alliance						
1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM Meeting/Teleconference Minutes					3. SUBTITLE						
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81505				5. CONTRACT REFERENCE N/A			6. REQUIRING OFFICE DTRA-J9CBA						
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED		10. FREQUENCY See Block 16		12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION					
8. APP CODE A				11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION N/A		a. ADDRESSEE		b. COPIES			
16. REMARKS BLOCK 10: Frequency depends on number of meetings and teleconferences BLOCK 12: The contractor shall provide meeting minutes within 7 days after all meetings/teleconferences. The minutes shall be provided via email in Microsoft Office compatible format.								Draft		Final			
								Reg		Repro			
								DTRA-J9CBA		0	1	0	
								DTRA-J4CRC		0	1	0	
								15. TOTAL		0	2	0	
G. PREPARED BY Christopher Kiley, S&T Manager				H. DATE 4/8/2015			I. APPROVED BY Christopher Kiley, S&T Manager				J. DATE 4/8/2015		



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A. CONTRACT LINE ITEM NO. 0002 (Base) & 1002 (Option I)		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER <u>Management</u>			
D. SYSTEM/ITEM Global Rapid Identification Tool Set (GRITS)		E. CONTRACT/PR NO. HDTRA1-15-C-0041		F. CONTRACTOR EcoHealth Alliance			
1. DATA ITEM NO. A003		2. TITLE OF DATA ITEM Monthly Progress & Cost Status Report			3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80555A		5. CONTRACT REFERENCE N/A			6. REQUIRING OFFICE DTRA-J9CBA		
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED		10. FREQUENCY Monthly		12. DATE OF FIRST SUBMISSION 5 calendar days after month's end	
8. APP CODE A		11. AS OF DATE Contract Award		13. DATE OF SUBSEQUENT SUBMISSION 5 calendar days after end of each month		14. DISTRIBUTION	
16. REMARKS				a. ADDRESSEE		b. COPIES	
<p>The Monthly Progress & Cost Status Report shall highlight the technical progress made during the previous month, as well as provide quantitative estimates of cost, performance, and schedule, by month.</p> <p>BLOCK 4: Paragraphs, subparagraphs, and line items described in DI-MGMT-80555A may be omitted or edited for appropriateness with prior approval from the Contracting Office. Please provide final recommended content and format to the contracting office with the response to the fact finding letter.</p> <p>Monthly Progress Reports shall be provided via email in Microsoft Office compatible format to the Contracting Officer's Representative (COR).</p>				Draft		Final	
				Reg		Repro	
				0		2	
15. TOTAL				0		0	
G. PREPARED BY Christopher Kiley, S&T Manager		H. DATE 4/8/2015		I. APPROVED BY Christopher Kiley, S&T Manager		J. DATE 4/8/2015	

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A. CONTRACT LINE ITEM NO. 0002 (Base) & 1002 (Option I)		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER <u>Management</u>			
D. SYSTEM/ITEM Global Rapid Identification Tool Set (GRITS)		E. CONTRACT/PR NO. HDTRA1-15-C-0041		F. CONTRACTOR EcoHealth Alliance			
1. DATA ITEM NO. A004		2. TITLE OF DATA ITEM Patents - Reporting of Subject Inventions			3. SUBTITLE N/A		
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE N/A		6. REQUIRING OFFICE DTRA-J9CBA		
7. DD 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY See Block 16		12. DATE OF FIRST SUBMISSION See Block 16	
8. APP CODE		11. AS OF DATE See Block 16		13. DATE OF SUBSEQUENT SUBMISSION See Block 16		14. DISTRIBUTION	
						b. COPIES	
						a. ADDRESSEE	
						Draft	
						Final	
						Reg Repro	
16. REMARKS Invention Disclosures/Patents – Subject Inventions Disclosures and Reports in accordance with either DFARS 252.227-7039 (Patents – Reporting of Subject Inventions)/FAR 52.227-11 (Patent Rights – Ownership by the Contractor) or DFARS 252.227-7038 (Patent Rights – Ownership by the Contractor) (Large Business) : (1) Provide copies of invention disclosures for subject inventions within 2 months of an employee inventor reporting a subject invention to the Contractor (or, for large businesses, within 6 months after the Contractor first becomes aware that a subject invention has been made, whichever is earlier); (2) submit DD Form 882 every 12 months from the date of the contract award, even if no inventions are made during that period; (3) submit DD Form 882 in a final report, even if no inventions are made during the contract term; (4) submit a written statement of Contractor's election whether or not to retain ownership in a subject invention within 2 years of providing the invention disclosure, or, if any publication, on sale or public use of the subject invention has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, not later than 60 days prior to the end of the statutory period; (5) provide a copy of either a filed provisional or a filed nonprovisional patent application on an elected subject invention within 1 year after the election of title of the subject invention, or within the 1-year statutory period if it has been initiated, with an acknowledgement of government rights in the specification as identified at 37 C.F.R. § 401.14(f)(4), (6) provide a copy of a filed nonprovisional patent application on an elected subject invention within 10 months after filing the provisional patent application on the elected subject invention; and (7) provide for every subject invention upon which a patent application has been filed or a patent issued, a nonexclusive, nontransferable, irrevocable, paid-up license to the Government to practice, or have practiced for or on its behalf, the subject invention throughout the world, and an irrevocable power to inspect and make copies of the patent application file.				DTRA-J9CBA		0 1 0	
				DTRA-J4CRC		0 1 0	
				15. TOTAL		0 2 0	
G. PREPARED BY  Christopher Kiley, S&T Manager		H. DATE 4/8/2015		I. APPROVED BY  Christopher Kiley, S&T Manager		J. DATE 4/8/2015	

CONTRACT DATA REQUIREMENTS LIST						Form Approved OMB No. 0704-0188		
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/Pr No. listed in Block E.								
A. CONTRACT LINE ITEM NO. 0002 (Base) & 1002 (Option I)		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER <u>Software</u>				
D. SYSTEM/ITEM Global Rapid Identification Tool Set (GRITS)		E. CONTRACT/PR NO. HDTRA1-15-C-0041		F. CONTRACTOR EcoHealth Alliance				
1. DATA ITEM NO. A005		2. TITLE OF DATA ITEM Computer Software Product			3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80711A			5. CONTRACT REFERENCE Statement of Work		6. REQUIRING OFFICE DTRA-J9CBA			
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED		10. FREQUENCY See Block 16		12. DATE OF FIRST SUBMISSION See Block 16		
8. APP CODE A		11. AS OF DATE See Block 16		13. DATE OF SUBSEQUENT SUBMISSION See Block 16		14. DISTRIBUTION		
16. REMARKS The contractor will deliver software that can interface with the Biosurveillance Ecosystem (BSVE) and should include both source and executable codes. The software deliverables will be the following: Within 12 months of contract award: <ul style="list-style-type: none"> Connect GRITS Girder database to the BSVE Prototype GRITS event recommendations and filtering Connect GRITS diagnostic and text-mining APIs to the BSVE Build BSVE interface to GRITS with the SDK Build mechanisms to crowdsource annotations Incorporate disease network graphs to assist diagnostics Support diagnostic algorithm development with dashboard Populated EDIR database Crowdsourced labels and annotations Within 24 months of contract award: <ul style="list-style-type: none"> Expand diagnostic capability to arbitrary data feeds Connect GRITS to EIDR/Mantle Update diagnostic model in near-realtime Use text mining to extend network graphs/ontologies Connect EIDR collective intelligence editor to the BSVE Connect GRITS diagnostic data filtering to the BSVE Generate disease summary reports from diagnostics Forecast disease emergence Expanded EDIR database 				a. ADDRESSEE		b. COPIES		
				Draft		Final		
						Reg	Repro	
				DTRA-J9CBA		0	1	0
				DTRA/ J4LP		0	1	0
				DTRA/ J8CKF		0	1	0
				DTRA-J4CRC		0	1	0
				15. TOTAL		0	4	0
G. PREPARED BY  Christopher Kiley, S&T Manager		H. DATE 4/8/2015		I. APPROVED BY  Christopher Kiley, S&T Manager		J. DATE 4/8/2015		

CONTRACT DATA REQUIREMENTS LIST						Form Approved OMB No. 0704-0188					
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/Pr No. listed in Block E.											
A. CONTRACT LINE ITEM NO. 0002 (Base) & 1002 (Option I)		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER <u>Reports</u>							
D. SYSTEM/ITEM Global Rapid Identification Tool Set (GRITS)		E. CONTRACT/PR NO. HDTRA1-15-C-0041		F. CONTRACTOR EcoHealth Alliance							
1. DATA ITEM NO. A006		2. TITLE OF DATA ITEM Scientific and Technical Reports			3. SUBTITLE						
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80711A			5. CONTRACT REFERENCE Statement of Work		6. REQUIRING OFFICE DTRA-J9CBA						
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED		10. FREQUENCY See Block 16		12. DATE OF FIRST SUBMISSION See Block 16					
8. APP CODE A		11. AS OF DATE See Block 16		13. DATE OF SUBSEQUENT SUBMISSION See Block 16		14. DISTRIBUTION					
Blk 4-5: Per DID referenced elements, contractor format is acceptable. Report shall detail all work performed under this effort, including the results of analysis, and appropriate conclusions and/or recommendations. Dataset compatible with Microsoft Excel or contractor recommended database application. A final technical report is required by the end of the base period. Updates to this report will be required at the end of the Option Year, if exercised. The report should include the following elements: 1) A description of the research and development processes used to arrive at the results of the study 2) A detailed compilation of the results generated 3) A description of the performance characteristics of the developed software and an analysis of its likely utility for additional development and deployment 4) Recommendations for the next stages of development 5) Description of what data are required to feed the delivered algorithms and an approach for the Government to maintain access to those data feeds. Additionally, the contractor will deliver: <ul style="list-style-type: none"> • Feedback on diagnostic dashboard (Updates provided each 12 months) • Documentation on near-realtime architecture (24 months after contract award) • Documentation for GRITS APIs (Updates provided each 12 months) Blk 14: Submission by electronic media is preferred; E-mail, or CD ROM in a current version of Microsoft or Adobe products readable by the COR.						a. ADDRESSEE		b. COPIES			
						Draft		Final			
						Reg		Repro			
						0		1		0	
						DTRA/ J4LP		0		1	
						DTRA/ J8CKF		0		1	
						DTRA-J4CRC		0		1	
15. TOTAL						0		4		0	
G. PREPARED BY  Christopher Kiley, S&T Manager		H. DATE 4/8/2015		I. APPROVED BY  Christopher Kiley, S&T Manager		J. DATE 4/8/2015					

Statement of Work

1.0 - Objective:

EcoHealth Alliance (EHA) proposes a Global Rapid Identification Tool System (GRITS) for diagnosing infectious disease bioevents. Our current GRITS media diagnostic tool (GRITS.md) delivers ranked differential diagnoses to identify disease threats more rapidly than current public health systems. Our specific objective with this proposal is to leverage the GRITS platform, developed with DTRA support since January 2013, and expand it to deliver near-real-time disease diagnostics, decision support, and data processing to the BSVE. We propose scaling this system to handle large data volumes in near-real-time, along with enhancing diagnostic capabilities, thereby allowing users of GRITS and the BSVE to monitor live data feeds for diseases or disease characteristics of interest. These enhanced capabilities will be powered by GRITS analytics, visualizations, and data; all connected to our network of experts from digital surveillance, disease ecology, and open source communities.

2.0 - Scope:

The **technology areas** to be investigated are mathematical disease models, disease detection, web data mining, scientific application development, digital disease surveillance, animal and human biosurveillance data, spatial environmental health data, and information storage and retrieval.

The **primary objective** is to deliver an application that facilitates rapid and accurate diagnosis of outbreaks to identify disease threats more rapidly than current methods of digital disease surveillance and to help BSVE analysts constrain complex infectious disease outbreak scenarios.

Major milestones:

1. Build BSVE interface to GRITS with the SDK
2. Build mechanisms to crowd source annotations
3. Expand diagnostic capability to arbitrary data feeds
4. Connect GRITS to EIDR and Mantle
5. Crowd source improvements to the GRITS media diagnostic tool
6. Connect GRITS diagnostic data filtering to the BSVE
7. Enrich diagnostic dashboard with dynamic visualizations
8. Forecast disease emergence spatially

3.0 - Background:

This is an extension of a previously funded DTRA initiative. Relevant documents can be found in the references section of the technical proposal.

4.0 - Tasks/Technical Requirements:

Task 1: Connect GRITS Girder database to the BSVE (Base Period)

1. Solicit feedback on GRITS data API from BSVE team
2. Create API key generation and assignment infrastructure for GRITS
3. Connect Girder data storage to API key infrastructure
4. Incorporate feedback from the BSVE team into GRITS API

5. Generate documentation for API access

Task 2: Develop recommendation and decision support capabilities (Base Period)

1. Set up job to extract and store features of incoming articles
2. Provide recommendations based on keywords
3. Recommend similar articles based on an article or portfolio
4. Create mechanism for people and organizations to opt in to be recommended
5. Recommend people or organizations based on keywords, articles, or portfolios
6. Identify missing features that differentiate between top diagnoses for an article
7. Connect recommendation system to API

Task 3: Connect GRITS diagnostic and text-mining APIs to the BSVE (Base Period)

1. Connect diagnosis and text-mining to API infrastructure
2. Write documentation on diagnosis and text mining APIs for BSVE team
3. Incorporate feedback from the BSVE team into GRITS API
4. Support BSVE team as they integrate GRITS extracted features and diagnostics

Task 4: Build BSVE interface to GRITS with the SDK (Base Period)

1. Obtain and review SDK documentation from BSVE
2. Develop backend component to access GRITS API
3. Set up mechanism for BSVE users to authenticate and/or register with GRITS
4. Develop frontend component to allow submission
5. Develop frontend component to provide diagnosis and dashboard links
6. Coordinate with BSVE to deploy application

Task 5: Build mechanisms to crowd source annotations (Base Period)

1. Prepare annotation interface to allow correcting annotations
2. Write documentation of annotation interface
3. Test annotation interface and incorporate feedback
4. Develop infrastructure to identify and assign annotation tasks
5. Integrate annotation interface into Mechanical Turk or similar platform
6. Integrate and deploy citizen science platform
7. Evaluate obtained annotations and report on quality (e.g., inter-annotator agreement)

Task 6: Incorporate disease network graphs to assist diagnostics (Base Period)

1. Develop features to extract from texts and map to ontologies
2. Develop geographic, ecological, and transportation network graphs
3. Develop information network graph
4. Build graph visualizations with Tangelo
5. Develop tool to identifies 'blind spots' in the information network

Task 7: Support diagnostic algorithm development with dashboard (Base Period)

1. Develop infrastructure for training multiple machine learning algorithms
2. Create interface to select algorithms and compare results
3. Create interface for selecting algorithm parameters
4. Automate algorithms and record performance

Task 8: Expand diagnostic capability to arbitrary data feeds (Option Year 1)

1. Build a submission interface for users to submit arbitrary feed
2. Integrate article-processing pipeline with a translation service to process non-English articles in near real time.

Task 9: Connect GRITS to EIDR/Mantle (Option Year 1)

1. Evaluate existing EIDR/Mantle API against needs of recommendation system
2. Develop capacity of EIDR/Mantle API to deliver historic event matches
3. Recommend EIDR/Mantle events (e.g., current event is similar to past outbreak)
4. Use EIDR/Mantle media to improve diagnostics and recommendation quality
5. Match GRITS data to events in EIDR and Mantle (expanding from EIDs to all outbreaks)

Task 10: Update diagnostic model in near real time (Option Year 1)

1. Create a service for retraining the classifier with new labeled data
2. Research distributed training and incremental retraining algorithms
3. Add features to the UI that allow users to confirm or correct classifications

Task 11: Use text mining to extend network graphs/ontologies (Option Year 1)

1. Infer set of subjects (e.g., EID events) and predicates (hasCase, reportedBy)
2. Create feature extractors for interesting subject-predicate-object groups
3. Use named entity classification or related technologies to identify diseases and disease attributes that are unknown to our system in advance (e.g., novel diseases, viral strains that have mutated, bacteria that have developed antibiotic resistance).

Task 12: Connect EIDR collective intelligence editor to the BSVE (Option Year 1)

1. Evaluate and implement changes to EIDR API for of GRITS diagnostic needs
2. Generate keywords and rules from EIDR data to incorporate into GRITS text mining
3. Incorporate EIDR data into diagnostic model training
4. Design user interface for expert review and editing of EIDR events
5. Implement expert review and editing interface
6. Set up mechanism for registering and authenticating BSVE users with EIDR

Task 13: Connect GRITS diagnostic data filtering to the BSVE (Option Year 1)

1. Generate diagnostic rules to match regions and diseases of interest
2. Test filtered results with experts to determine accuracy of filtering
3. Add near-real-time diagnostic filtering to GRITS API

Task 14: Generate disease summary reports from diagnostics (Option Year 1)

1. Create algorithms for generating statistics (e.g., case counts) and visualizations (e.g., epidemic curves) to include in the summary report.
2. Integrate diagnostic filtering to identify data sources for the summary report

Task 15: Forecast disease emergence (Option Year 1)

1. Build a mathematical model of disease emergence that incorporates GRITS networks
2. Create a geo visualization for GRITS dashboard
3. Add geocoded hotspot data to the API

5.0 - CDRLs/Other Deliverables:

- Project Spend Plan (In accordance with Exhibit A Contract Data Requirements List)
- Meeting and Teleconference Minutes (In accordance with Exhibit A Contract Data Requirements List)
- Monthly Progress & Cost Status Reports (In accordance with Exhibit A Contract Data Requirements List)
- Software (In accordance with Exhibit A Contract Data Requirements List)
- Reports (In accordance with Exhibit A Contract Data Requirements List)

March 26, 2015

EcoHealth Alliance Subcontracting Plan for HDTRA114-AMD1-CBA-03-2-0022

Per FAR 19.704, we have detailed below our individual subcontracting plan to maximize small business potential in our contracting efforts for Base Year, Option Year 1.

Table 1. Estimated Proposed Subcontracting Amounts for Base Year of Contract

Socioeconomic Concern	Base Year Amount Subcontracted to Small Business	Option 1 Amount Subcontracted to Small Business	Base Year Percentage of overall value of total Base Year contract (Small business subcontracted amount /Total contract amount)	Option Year 1 Percentage of overall value of total Option 1 Year contract (Small business subcontracted amount /Total contract amount)
Small Business (including ANC and Indian Tribes)	\$506,686.72	\$521,887.33	21%	21%
Veteran-owned small business	\$0	\$0	0%	0%
Service-Disabled Veteran Owned Small Business -	\$0	\$0	0%	0%
Service-Disabled Veteran Owned Small Business	\$0	\$0	0%	0%
HUBZone Small Business -	\$0	\$0	0%	0%
Small Disadvantaged Business (including ANCs and Indian tribes)	\$0	\$0	0%	0%
Women-Owned Small Business Concerns	\$0	\$0	0%	0%

1) The breakdown of our percentage goals for subcontracted dollars for the **Base Year** is as follows

- Small Business (including ANCs and Indian Tribes)- 20%
- Veteran-owned small business - 0%
- Service-Disabled Veteran owned Small Businesses- 0%
- HUBzone Small Business - 0%
- Small Disadvantaged Business (including ANCs and Indian tribes) - 0%
- Women-owned Small Business Concerns - 0%

The breakdown of our percentage goals for subcontracted dollars for **Option Year 1** is as follows

- Small Business (including ANCs and Indian Tribes)- 20%
- Veteran-owned small business - 0%
- Service-Disabled Veteran owned Small Businesses- 0%
- HUBzone Small Business - 0%
- Small Disadvantaged Business (including ANCs and Indian tribes) - 0%
- Women-owned Small Business Concerns - 0%

2) The total amount of dollars to be subcontracted for this proposal in the **Base year** is \$631,208.71. EcoHealth Alliance (EHA) plans to subcontract \$506, 686.72 in the Base Year to Small Businesses (Kitware). This is approximately 80% of all subcontracted dollars. This small business is not an ANC or Indian Tribe. EHA plans to subcontract \$0 to veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business (including ANCs and Indian tribes) and women-owned small business concerns.

The total amount of dollars to be subcontracted for this proposal in **Option Year 1** is \$650,144.98. EHA plans to subcontract \$521,887.33 in the Option Year 1 to Small Businesses (Kitware). This is approximately 80% of all subcontracted dollars. This small business is not an ANC or Indian Tribe. EHA plans to subcontract \$0 to veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business (including ANCs and Indian tribes) and women-owned small business concerns.

(3) Supplies and services to be contracted to our small business subcontractor (Kitware) includes machine learning, text analysis, software development, data management, and data visualization. Kitware is a unique scientific organization, selected on the basis of the nature of the work, good faith efforts to identify capable small business firms, and the precedent of successful prior collaborations with EHA. Specifically, they were selected on the basis of professional accomplishments, niche expertise, proven track record, and the precedent of previously having developed custom biosurveillance products to interfaced with their products and expertise.

(4) The total and categorical percentage awards are lower than DoD's goals due to the specialized work to be completed the proposed work and the previous collaboration with subcontractors on previous and related research and development contracts with EHA (funded by DTRA). These methods are used to develop subcontracting goals:

The Principal Investigator (PI; Dr. Andrew G. Huff) will consult with the Chief Financial Officer (CFO; Mr. Harvey Kasdan), to clearly identify the goods and services that will be subcontracted and will search source lists to identify small, disadvantaged, women-owned, SBA HUBzone, veteran owned, and service disabled veteran owned firms that can provide these goods and services. EHA will investigate the identified firms' capabilities and the past performance of these firms to determine if they are qualified to provide the goods and services required. If there are qualified small, disadvantaged, women-owned, SBA HUBzone, veteran owned, or service disabled veteran owned firms that offer the needed goods or services, they will be used whenever possible. Reasonable goals are established before considering the value of the needed subcontracts and the after identifying the pool of qualified firms.

(5) The internal identification and selection process for subcontractors are as follows:

1. Senior scientists survey and interview institutions and individuals recommended by our science staff, colleagues, industry groups, funders and, for in-country partner recommendations, local, regional and national governments and institutions.
2. Site visits are made as necessary, particularly for partners with whom we have not worked previously, to determine their capacity, and their local relationships. Extensive review includes CV's of principal investigators and their staff, organizational and administrative capacity, annual report and audit report reviews, indirect cost rate review, and history of the institution.
3. We conduct a complete review of prospective subcontractors among senior staff, with a recommendation to the President for final decision.
4. Source lists used in making the determinations:
 - www.pro-net.sba.gov, the SBA online database of small businesses
 - www.sba.gov/hubzone, the SBA online database of locations that qualify as HUBZones
 - Local Office of the Small Business Administration

(6) Indirect costs were not included in our goals. Kitware and ISDS have their own approved overhead and indirect rates. Their sub-award contains overhead and indirect rates.



(10) EHA agrees to cooperate in any studies or surveys that may be required. EHA agrees to submit periodic reports (annually, or when requested by DTRA) so the government can determine the extent of compliance by EHA to the subcontracting plan.

- EHA will submit an Individual Subcontract Report (ISR) and a Summary Subcontract Report (SSR) using eSRS when required.
- EHA will submit a ISR semi-annually and within 30 days of contract completion. We will use the eSRS system and follow the instructions detailed on the eSRS system
- EHA will submit an SSR annuals for the twelve month period ending September 30th. We will use the eSRS system and follow the instructions detailed on the eSRS system.
- EHA does not currently have, or plan to have subcontractors with subcontracting plans. None of EHA's subcontractors have subcontractors of their own.

(11) EHA agrees that it will maintain at least the following types of records to document compliance with the subcontracting plan:

- Source list, guides, and other data identifying SB, HUBZone SB, SDB, WOSB and veteran owned or service disabled veteran owned concerns.
- Organizations contacted to locate SB, HUBZone SB, SDB, WOSB and veteran owned or service disabled veteran owned concerns.
- On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, indicating for each solicitation (1) whether SB concerns were solicited, and if not, why not; (2) whether HUBZone SB concerns were solicited, and if not, why not; (3) whether SDB concerns were solicited, and if not, why not; (4) whether WOSB concerns were solicited, and if not, why not, (5) whether veteran owned or service disabled veteran concerns were solicited and if not, why not; and (6) reasons for the failure of solicited SB, HUBZone SB, SDB, WOSB and veteran owned or service disabled veteran owned concerns to receive the subcontract award.

Based upon the above criteria, we have selected our small business contractor in accordance with our plan. We are committed to the small business goals as outlined in FAR 19.702 and will continue to administer our subcontracting program, inclusive of contractual agreements and monthly invoices and reports, in accordance with these regulations.

Cheers,



Andrew G. Huff, Ph.D., M.S.

Senior Research Scientist

EcoHealth Alliance

460 West 34th Street – 17th floor

New York, NY 10001

1.212.380.4497 (direct)

1.612.743.1265 (mobile)

DATA RIGHTS ASSERTION LIST

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

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

Technical data or computer software to be furnished with restrictions*	Basis for assertion**	Asserted rights category***	Name of person asserting restrictions****
None	None	None	None

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

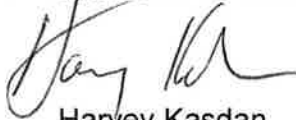
**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Signature: _



Date:

09/12/14

Printed Name:

Harvey Kasdan

Title:

Chief Financial Officer

Company Name:

EcoHealth Alliance

APL Use Only:

Forward to APL Prime Contract Representative, Program Manager and Office of Patent Counsel.