ATTACHMENT 0027 SPECIAL CONTRACT REQUIREMENTS

H-1 OPTION EXERCISE CLAUSE (AFM III-WEST)

1. The Government reserves the right to exercise the options herein in accordance with its requirements for services and/or hardware provided under the option CLINs.

2. The Government may exercise the options by issuing a unilateral modification to the contract, executed by the Contracting Officer, specifying the CLIN(s) and dollar value of each option exercised.

3. In accordance with FAR 52.217-8, the Government may extend the performance of services of the contract by written notice to the Contractor. The Government may unilaterally exercise the option CLINs. The Government is not obligated to exercise any of the options.

4. In accordance with FAR 52.217-9, the Government may extend the term of the contract by written notice to the Contractor at any time prior to the expiration of the current period of performance. The Government may unilaterally exercise the option CLINs. The Government is not obligated to exercise any of the options.

5. The Government may exercise the options more than once during the option exercise period. Initial option exercise of CLINs during an option exercise period shall be at no less than the minimum quantity stated for the CLIN.

   a. Fixed Hourly Rates (T&M labor for MWO, LRC/CAB Passback/TSC/FMS)

      This section applies to CLINs 2010, 2110, 2210, 2310, 2410, 2510, 2610, 2710, 2810, and 2910. The Government may exercise options for the above numbered line items at the prices/rates stated in the pricing template attached to the Request for Proposal (RFP) (Attachment 0018). Other than the stated ceiling price of TBD, this CLIN shall have no minimum, nor maximum limitations placed on the number of hours that can be exercised. The Government may exercise the options more than once during any option exercise period. Option exercise of the CLIN in any option exercise period will be at the rates listed in the pricing template RFP Attachment 0018. The period of performance for these CLINs shall be specified in the option exercise.

   b. Material & Non-Material and Travel (Support for T&M Labor)

      This section applies to CLINs 2011, 2111, 2211, 2311, 2411, 2511, 2611, 2711, 2811, and 2911 for Material & Non-Material; and CLINs, 2012, 2112, 2212, 2312, 2412, 2512, 2612, 2712, 2812, and 2912 for Travel. The Government may exercise options for the above numbered line items at amounts based on the Government’s anticipated costs for these items during any given program year.

   c. Housing Allowances (Support for T&M Labor)

      This section applies to CLINs 2013, 2113, 2213, 2313, 2413, 2513, 2613, 2713, 2813, and 2913. The Government may exercise options for the above numbered line items at amounts based on the Government’s anticipated costs for these items during any given program year.

   d. Cost Plus Fixed Fee Level of Effort – Contingency Ops
      This section applies to CLINs 2020, 2120, 2220, 2320, 2420, 2520, 2620, 2720, 2820, and 2920. The Government may exercise options for the above numbered

line items at the prices/rates stated in Section B of the RFP. The Government may exercise the options more than once during any option exercise period. The period of performance for these CLINs shall be specified in the option exercise. Also see section 6 (Level of Effort – Cost Plus Fixed Fee Term Option).

e. Material & Non-Material and Travel (Support for CPFF LOE – Contingency Ops)

This section applies to CLINs 2021, 2121, 2221, 2321, 2421, 2521, 2621, 2721, 2821, and 2921 for Material & Non-Material; and CLINs 2022, 2122, 2222, 2322, 2422, 2522, 2622, 2722, 2822, and 2922 for Travel. The Government may exercise options for the above numbered line items at amounts based on the Government's anticipated costs for these items during any given program year. These CLINs shall have no minimum or maximum limitations.

f. Housing Allowances (Support for CPFF LOE – Contingency Ops)

This section applies to CLINs 2023, 2123, 2223, 2323, 2423, 2523, 2623, 2723, 2823, and 2923. The Government may exercise options for the above numbered line items at amounts based on the Government's anticipated costs for these items during any given program year. These CLINs have no minimum or maximum limitations.

g. Service Contract Reporting

This section applies to CLINs 2030, 2130, 2230, 2330, 2430, 2530, 2630, 2730, 2830, and 2930. Option exercise of the Service Contract Reporting CLIN in any option exercise period will be at the price corresponding in Section B of the RFP. The Service Contract Reporting CLIN will be exercised only once in any given Ordering Period/Option Exercise Period. The option exercise shall state the required delivery schedule.

h. Transition In and Transition Out

This section applies to CLINs 2000, 2040, 2140, 2240, 2340, 2440, 2540, 2640, 2740, 2840, and 2940. Option exercise of the Transition In and Transition Out CLINs in any option exercise period will be at the price corresponding in Section B of the RFP. Each CLIN will be exercised only one time during the contract period. Subsequent option exercise would occur only if a break in performance occurred.

i. CDRL, DD Form 1423

This section applies to CLINs 2050, 2150, 2250, 2350, 2450, 2550, 2650, 2750, 2850, and 2950. Option exercise of the CDRL, DD Form 1423 CLIN in any option exercise period will be at the price corresponding in Section B of the RFP (NSP). The CDRL, DD Form 1423 CLIN for AFM-West will be exercised only once during the contract period (subsequent option exercise may occur if the option to extend services is exercised). The option exercise shall state the required delivery schedule.

j. Option to Extend Services

This section applies to CLINs 2960 (T&M labor for MWO, LRC/CAB Passback/TSC/FMS), 2961 (Mat/Non-Mat Support for T&M Labor), 2962 (Travel Support for T&M Labor), 2963 (Housing Allowances for T&M Labor), 2970 (Contingency Ops Labor), 2971 (Mat/Non-Mat Support for Contingency Ops

Labor), 2972 (Travel Support for Contingency Ops Labor), 2973 (Housing Allowances for Contingency Ops Labor), and 2980 (Transition-Out). To prevent a break in service until the follow-on competitive requirement is awarded, the Government may exercise options for the above numbered items at one-half of Option Year 9 in accordance with FAR 52.217-8.

6. Level of Effort (Cost Plus Fixed Fee Term Option)

a. The level of effort estimated to be ordered during the option period stated below includes man-hours of direct labor detailed below including authorized subcontractor labor, if any. The Contractor shall not, under any circumstances, exceed the ceiling price (cost plus fee) specified in this option.

b. FAR Clause 52.232-20, "Limitation of Cost" applies to fully funded options and FAR Clause 52.232-22, "Limitation of Funds" applies to incrementally funded options. Nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either FAR Clause 52.232-20 or FAR Clause 52.232-22.

c. In the event that less than one hundred (100%) percent of the established level of effort hours of the term option is actually expended by the completion date of the contract (or if said Level of Effort has been previously revised upward, or the fee bearing portion of the additional hours by which the Level of Effort was last increased), the Government shall have the option of requiring the Contractor to continue performance, subject to the provisions of the FAR Clause 52.232-20 or 52.232-22, as applicable, until the effort expended equals 100% of the established Level of Effort hours.

d. The Contractor shall notify the Procuring Contracting Officer immediately in writing whenever it has reason to believe that:

(1) The level of effort hours the Contractor expects to incur under any term option in the next 60 days, when added to the level of effort previously expended in the performance of that option, will exceed seventy-five (75%) percent of the level of effort hours established for that option; or

(2) The level of effort hours required to perform a particular term option will be greater than the level of effort established for that option. As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort hours required to perform the option. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor.

e. Within thirty days after completion of the work under each term option, the Contractor shall submit the following information directly, in writing, to the Contracting Officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

The total number of man-hours of direct labor, including subcontract labor, expended and a breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the option, including the identification of the key employees utilized;

(1) The Contractor's estimate of the total allowable cost incurred under

the task order; and

(2) In the case of a cost under run, the amount by which the estimated cost of the option may be reduced to recover excess funds.

f. If the expended level of effort hours of a term option exceeds the established level of effort hours by ten (10%) percent or less but does not exceed the estimated cost of the option; the Contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The Contractor shall not be paid fixed fee, however, on level of effort hours more than one hundred (100%) percent without complying with subsection (d) above. This understanding does not supersede or change subsection (d) above, whereby the Contractor and Government may agree on a change to the option level of effort with an equitable adjustment for both cost and fee.

7. Liability Provision:

The Government is not guaranteeing the procurement of any Options within this contract. Options included in this contract may be independently exercised unless otherwise specifically noted in the contract. Failure to exercise any option under this contract will not cause the Government to incur any additional obligation or liability for preceding Option Exercise Periods.

8. Options within this contract may be exercised at the prices established in Section B of the RFP to satisfy Army, Army National Guard (ARNG), Army Reserve (USAR), other Department of War (DoW) Agencies, other Government Agencies, and Foreign Military Sales (FMS) customers. Each option exercise shall state the required delivery schedule.

H-2 CONTRACTOR ORGANIZATION OF WORK

a. The Contractor shall submit to the Contracting Officer for review, all operating schedules, plans, procedures, and policies specified in the PWS. Submission shall be made prior to contract start date unless specified otherwise in the PWS, and implementation shall be on contract start date. The Contractor shall abide by the schedule, plans, policies, and procedures as reviewed. Any deviation shall be submitted to the Contracting Officer for review 30 days prior to the proposed implementation date.

b. Access Rosters. Not later than 15 days prior to contract start date; the Contractor shall provide to the Contracting Officer a roster of all key personnel. The roster shall include each employee's full name, identification card number, branch or section, and security clearance. Changes to rosters shall be provided to the Contracting Officer five workdays prior to a change of personnel.

c. Detailed Functional Organization Chart with Employee Name, Labor Category, Building and Telephone Numbers, traceable to CDRL A002 Contractor Personnel & Manning, to include key positions. Not later than 10 calendar days prior to the contract start date; the Contractor shall provide to the Contracting Officer an organization chart depicting the structure of his operation.

H-3 PROPERTY ACCOUNTABILITY

a. Accountability of facilities and equipment (except when transferred to the Contractor as specified below) will remain with the Government throughout

contract performance.

b. In accordance with FAR 52.245-1, Government Property, Section I, and FAR Part 45, Subpart 5, the Contractor shall establish a written property control system. The system shall address the control, protection, preservation, and maintenance of all Government property made available to the Contractor. The property control plan shall be submitted to the Contracting Officer for approval within sixty (60) days of contract award.

c. In accounting for Government property in its possession, the Contractor shall comply with provisions of AR 710-2 and AR 58-1.

H-4 HOLIDAY REIMBURSEMENT

The hourly billing rates set forth in RFP Attachment 0018, AFM TM Labor Rate Tables includes an allowance for the holidays set forth below, and other similar events where the Contractor does not have access to base facilities. The Government will not be billed for these holidays when work is not actually performed. Therefore, where work on a holiday is approved by the Contracting Officer and performed, the Contractor shall be reimbursed at the rate as set forth in the contract. In the event a holiday occurs on a day which a Contractor does not normally work, the Contractor shall designate a normal workday consistent with the using activities observance of such holidays. Holidays in addition to those below that are designated by the using activity and are not provided for through the use of down days will be considered as billable days. The holidays are those celebrated for New Year’s Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. Alaska has an additional holiday, Good Friday.

H-5 CONTRACTOR TRANSPORTATION

a. When Contractor employees are in the Continental United States (CONUS) on temporary duty status, Government provided transportation may be authorized, provided it is specified in the contract and approved by the Contracting Officer. Government transportation shall be limited to the duration of the TDY in accordance with FAR 31.205-46, for period of performance and location. Use of transportation will be restricted for the conduct of official business and transportation of team personnel to worksite from quarters and return.

b. When Contractor employees are overseas, the Government may provide transportation to and from the work site, when authorized by the Contracting Officer, and to the extent set forth in the contract.

c. For purposes of this provision, Government provided transportation includes the use of Government-furnished vehicles, vehicle rental, or mileage reimbursement on a privately owned vehicle.

d. The Contractor shall be authorized an additional $0.10 per mile for transportation costs associated with hauling Government property by personally owned vehicle (POV) and/or reimbursement for cost of trailer rental when required and approved by Contracting Office.

H-6 EXPORT-CONTROLLED DATA RESTRICTIONS

a. For the purpose of this clause,

(1) Foreign person is any person who is not a citizen or national of the U.S. or lawfully admitted to the U.S. for permanent residence under the Immigration and Nationality Act, and includes foreign corporations, international organizations, and foreign governments;

(2) Foreign representative is anyone, regardless of nationality or citizenship, acting as an agent, representative, official, or employee of a foreign government, a foreign-owned or influenced firm, corporation or person;

(3) Foreign sources are those sources (vendors, subcontractors, and suppliers) owned and controlled by a foreign person; and (b) The Contractor shall place a clause in subcontracts containing appropriate export control restrictions, set forth in this clause.

b. Nothing in this clause waives any requirement imposed by any other U.S. Government agency with respect to employment of foreign nationals or export controlled data and information.

c. Equipment and technical data generated or delivered under this contract are controlled by the International Traffic in Arms Regulation (ITAR), 22 CFR Sections 121 through 128. An export license is required before assigning any foreign source to perform work under this contract or before granting access to foreign persons to any equipment and technical data generated or delivered during performance (see 22 CFR Section 125). The Contractor shall notify the Contracting Officer and obtain written approval of the Contracting Officer prior to assigning or granting access to any work, equipment, or technical data generated or delivered under this contract to foreign persons or their representatives. The notification shall include the name and country of origin of the foreign person or representative, the specific work, equipment, or data to which the person will have access, and whether the foreign person is cleared to have access to technical data.

H-7 IMPROVEMENTS TO BUILDING OR LAND OWNED BY THE GOVERNMENT

The Contractor shall not construct or install any fixed improvement or structural alteration in Government buildings or other real property without advance written approval of the Contracting Officer. Fixed improvements or structural alterations, as used herein, mean any alteration or improvement in the nature of the building or other real property, which after completion, cannot be removed without substantial loss of value or damage to the premises. The term does not include foundations for production equipment.

H-8 ENVIRONMENTAL COMPLIANCE

1. The Contractor shall comply with the requirements of pertinent sections of the Clean Air Act (CAA) (42 U.S.C. 7414, as implemented by the Code of Federal Regulations (CFR)) and pertinent sections of the Clean Water Act (CWA) (33 U.S.C. 1318, as implemented by the CFR), relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 of the CAA and section 308 of the CWA, and all regulations and guidelines issued to implement those acts before the award of this contract. The Contractor shall insert the substance of this clause into any nonexempt subcontract.

   a. The Contractor agrees to perform all aspects of the Performance Work Statement consistent with existing Federal, state, and local environmental statutes and regulations, including Department of War, Army regulations or

directives, and any relevant changes thereto. The Contractor acknowledges its affirmative duty to be aware of changes to relevant and applicable environmental statutes and regulations and the duty to bring to the attention of the Contracting Officer any changes necessary to assure complete environmental compliance regarding the mission described in the Performance Work Statement for this contract. Complete compliance with Federal, state and local environmental statutes and regulations as directed by the Contracting Officer shall be deemed to be a critical element of this contract.

b. The Contractor agrees to indemnify the Government of any environmental fine, penalty, or assessment that is brought against the Government as the direct or indirect result of the Contractor's acts or omissions relating to this contract incurred during the contract period. The Contractor may make an environmental assessment during the transition-in period. The Contracting Officer must be notified in writing of any environmental concerns prior to the period of performance under the contract. This notification will serve to establish the environmental baseline.

   A closeout baseline review resulting in a release of liability will be conducted by the Government as part of the contract close-out process. The Contractor will not be liable for the negligent acts or omissions of the Government or third parties that are beyond the control of the Contractor.

   The Contractor agrees to immediately notify the Contracting Officer and his/her authorized representative for environmental matters if regulators identify issues subject to potential enforcement procedures. Said notice shall include an offer to allow the Contracting Officer or his/her representative to participate in or observe any and all communications and negotiations.

c. The Contractor agrees to provide personnel at any time who, in the opinion of the Contracting Officer are necessary to assist the Government in the defense of any environmental fine, penalty assessment, sanction, notice of violation or other civil actions associated with the Performance Work Statement. The Contractor's cooperation in these actions shall be considered to be effort performed within the coverage of the contract Performance Work Statement. However, such does not authorize any cost to be a direct charge to the contract that would otherwise be an indirect charge under the Contractor's approved accounting system.

d. Notwithstanding any other provision of the contract, the Contractor's failure to perform the contract Performance Work Statement consistent with applicable Federal, state or local environmental laws or regulations shall serve as a complete and independent basis for default termination. Contractor indemnification of the Government shall not constitute an election of remedies that in any way waives or otherwise compromises the Government rights with regard to default termination.

2. The Contractor's environmental staff shall coordinate with and cooperate with the installation and higher headquarters environmental management and compliance personnel to ensure strict compliance with all Federal, state, and local laws and regulations and all Army and installation regulations and policies concerning environmental protection and compliance. The Contractor shall actively and continuously monitor all operations performed under this contract to ensure such compliance.

H-9 MARKINGS OF VEHICLES AND EQUIPMENT

Corporate markings are not permitted on Government-Furnished Equipment.

H-10 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)

CPARS is a web-based system used to input data on Contractor performance. Once the data is input to the CPARS system, this data is then uploaded to the Past Performance Information Retrieval System (PPIRS) database and is made available for use in source selections. The Contractor's success with timely award and management of subcontracts, including whether the Contractor met or exceeded small business, small disadvantaged business, small business HUBZone, veteran-owned small business, service-disabled veteran-owned small business, and women-owned small business participation and subcontracting goals will be assessed and documented in CPARS.

H-11 INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER U.S.-REPUBLIC OF KOREA (ROK)STATUS OF FORCES AGREEMENT (SOFA)

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) USFKI 4901.01, which can be found under the "publications" tab on the U.S. Forces Korea homepage at http://www.usfk.mil.

a. Definitions. As used in this clause—

"U.S.-ROK Status of Forces Agreement" (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended.

"Combatant Commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

"United States Forces Korea" (USFK) means the subordinate unified command through which U.S. forces would be sent to the Combined Forces Command fighting components.

"Commander, United States Forces Korea" (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

"USFK, Office of Acquisition Management" (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third-Country contractors under the (IC) and (TR) Program (USFKI 4901.01).

"Responsible Officer (RO)" means a DoWemployee (such as a military E5 and above or civilian GS-7/KGS-07 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

b. IC or TR status under the SOFA is subject to the written approval from the Office of Acquisition Management, USFK (FKAQ), Unit #15289, APO AP 96271-5289.

c. The Contracting Officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFKI 4901.01. FKAQ will determine the appropriate Contractor status under

the SOFA and notify the Contracting Officer of that determination.

d. Subject to the above determination, the Contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFKI 4901.01. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government-Furnished Property (GFP) or transferred on a reimbursable basis.

e. The Contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts IAW the SOFA.

f. The Contractor’s direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK instruction(s) pertaining to the direct employment and personnel administration of Korean National personnel.

g. The authorities of the ROK have the right to exercise jurisdiction over invited Contractors and technical representatives, including Contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases, in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible.

   Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

h. Invited Contractors and technical representatives agree to cooperate fully with the USFK SA and RO on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFKI 4901.01.

i. Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.

j. Except for Contractor air crews flying Air Mobility Command missions, all U.S. Contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

k. IC/TR status may be withdrawn by USFK/FKAQ upon:

   (1) Completion or termination of the contract.

   (2) Determination that the Contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.

(3) Determination that the Contractor or its employees are engaged in practices in contravention to Korean law or USFK instructions.

l. It is agreed that the withdrawal of IC or TR status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the Contractor in the performance of the contract and will not justify or excuse the Contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFKI 4901.01, Enclosure A, paragraph 4 shall not serve as a basis for the Contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

m. Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)

i. All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

ii. When the Government provides medical or emergency dental treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

iii. Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

n. Compliance with laws and directives. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable –

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

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals.

Included in this list are force protection advisories, health advisories, area (i.e., "offlimits"), prostitution and human trafficking and curfew restrictions.

o. Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All Contractor employees/dependents must have either a Korean driver's license or a valid international driver's license to legally drive on Korean roads and must have a USFK driver's license to legally drive on USFK installations. Contractor employees/dependents will first obtain a Korean driver's license or a valid international driver's license then obtain a USFK driver's license.

p. Evacuation.

(1) If the COMUSK orders a non-mandatory or mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third-country national Contractor personnel.

(2) Non-combatant Evacuation Operations (NEO).

i. The Contractor shall designate a representative to provide Contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.

ii. If contract period of performance in the Republic of Korea is greater than six months, non-emergency essential Contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

q. Next of kin notification and personnel recovery.

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

(2) In the case of missing, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoW Directive 2310.2, Personnel Recovery.

(3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery Procedures and USFK Reg 350-2 Theater Specific Require Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

r. Mortuary affairs. Mortuary affairs for Contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DoW Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

s. USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

H-12 Army Contract Writing System (ACWS) Transition Information for Offerors

a. The Army Contracting Enterprise (ACE) is in the process of deploying new solicitation and contract writing software to Army contracting offices worldwide. Known as the Army Contract Writing System (ACWS), this modern software suite will soon replace most existing Army contract writing systems, including the system used to create and release this Solicitation.

b. During this transition period, Offerors are hereby advised:

(1) The Contracting Office may use any combination of contract writing systems to create and release documents related to this solicitation (e.g. solicitation amendments and awards, if any). Due to this:

i. This solicitation may contain different offer submission instructions than other solicitations released by the same Contracting Office (e.g. requiring offer submission via the PIEE Solicitation Module vs. e-mail). Offerors should review all offer submission instructions contained in the solicitation documents and direct any questions or concerns to the Contract Specialist or Contracting Officer.

ii. If the Contracting Office switches contract writing systems prior to award, documents you receive from the Contracting Officer or view on SAM.gov or other forums may appear noticeably different than the initial solicitation or previous solicitations or awards from the same Contracting Office. This is normal and expected.

iii. A change between contract writing systems may cause important information concerning solicitation response (amendments) or accepted terms (awards) to take on different formatting or appear in different parts of later documents issued. Offerors shall review all documents carefully to locate this important information and direct any questions or concerns to the Contract Specialist or Contracting Officer.

(2) The Government does not intend to use the transition between contract writing systems to effect any changes to solicitation or award terms and conditions without accompanying document narratives explicitly stating such changes are deliberate and desired. While the Contract Specialist and Contracting Officer will take care to minimize or eliminate any inadvertent changes when adapting to the new contract writing software, you, as the Offeror, may still be the first to spot such errors. Therefore, Offerors shall:

i. Notify the Contracting Officer immediately if any observed changes, removals, or additions affect your award eligibility, violate or alter existing quote/proposal terms, or could affect Contract performance post-award.

ii. Take special care to ensure all fill-in Clauses are populated and remain populated across documents received from the Contracting Office throughout the Solicitation and Award process.

iii. Contact the Contracting Officer listed on the first page of the solicitation or solicitation amendment for guidance if you notice or suspect any inadvertent change has occurred between document issuances.

(3) The Contracting Officer will correct problems affecting award documents (if any) via bilateral modification, at no cost to the Contractor. Any such modification will reconcile the award with the latest version of this solicitation reflecting deliberate action by the Contracting Officer (e.g. the first issuance if no amendments, or the latest amendment with accompanying narratives), inclusive of any documented pre-award negotiations or accepted supplemental offer terms.

(4) In the unlikely event a network disruption, contract writing system error, or financial system error threatens timely award of the requirement set forth in this solicitation, the Contracting Officer:

i. May elect to use alternative mechanisms to obligate funds and allow work or deliveries to legally begin to the benefit of, and with legal protection for, both parties.

ii. Will incorporate the latest version of this Solicitation into such mechanisms to serve as a framework for contract execution until any such system problems are resolved.

iii. Will ensure any action taken does not conflict with the stated offer evaluation and award methodology of this requirement.

iv. Will issue a complete, properly-formatted award accurately reflecting this requirement and all applicable terms and conditions once systems return to normal.

H-13 RATE CAP ON INDIRECT RATES FOR COST NO FEE CLINS

The contractor's indirect costs billed for cost no fee (CNF) CLINs outlined in Narrative H-1, Paragraphs 5(e) and 5 (f) shall be based on indirect rates not to exceed the proposed capped indirect rates detailed within the applicable cost/price template(s), RFP Attachments 0017 and 0018, Section J. The contractor shall not bill indirect costs based on rates higher than the applicable capped rates for any CNF CLIN.

Notwithstanding RFO FAR clause 52.216-7 entitled "Allowable Cost and Payment," and any other clause in the contract pertaining to accounting and cost reimbursement, the cost reimbursed by the Government to the contractor for indirect burdens/rates for the CNF CLINs under this contract shall not exceed the capped indirect rates. If the contractor’s actual indirect rates are less than the capped indirect rates, the Government shall reimburse the contractor at the actual rates. The final indirect rates shall be determined by the cognizant Defense Contract Audit Agency (DCAA).

H-14 DELIVERY AND ACCOUNTABLITY OF CONTRACTOR-ACQUIRED PROPERTY (CAP) CONVERTED TO GOVERNMENT-FURNISHED PROPERTY (GFP)

In accordance with (IAW) Performance Work Statement (PWS) paragraph 3.1.7.2.3, FAR 52.245-1(e), and DFARS PGI 245.402-71, the Contractor shall deliver Contractor-Acquired Property (CAP) that is subsequently converted to Government-Furnished Property (GFP) to the Government using a designated Not Separately Priced (NSP) Contract Line-Item Number (CLIN).

An NSP CLIN will be established upon contract award to ensure appropriate property accountability and reporting. The Contractor shall not separately price this CLIN. All allowable costs associated with acquiring CAP are considered fully burdened and accounted for under the applicable priced execution CLINs.

The Contracting Officer shall direct the delivery of CAP items to the Government on the designated NSP CLIN as soon as the CAP item is identified as an applicable CAP item that meets or exceeds the $250,000.00 dollar threshold.

H-15 ORGANIZATIONAL CONFLICT OF INTEREST

Offerors are hereby notified that performance under the contract resulting from this solicitation may give rise to a potential Organizational Conflict of Interest (OCI), as described in RFO FAR Subpart 9.5. It is the intention of the parties that the successful awardee will not engage in any contractual activities which could cause a conflict of interest with its position under the resultant contract which may impair its ability to render unbiased advice and recommendations or in which it may have an unfair competitive advantage as a result of the knowledge, information, and experience gained during the performance of the resultant contract.

The successful Offeror shall enter into a written agreement with any firm whose proprietary data is used in connection with performance of the resultant contract to protect all proprietary information from unauthorized disclosure or use as long as it remains proprietary, to furnish the Contracting Officer with executed copies of all such agreements, and to refrain from using any proprietary information in supplying to the Government goods or services or for any purpose other than that for which it was furnished. The successful Offeror shall agree that any data furnished by the Government to the Contractor not generally available to other contractors shall be used only for performance under its contract, and all copies of such data shall be returned to the Government upon completion of the effort. Any data furnished by the Government containing trade secrets or commercial or financial data of other contractors shall be treated as proprietary data. Further, the successful Offeror shall agree not to reveal to third parties any data generated and/or reported to the Government in the performance of this effort. These restrictions are not intended to protect information furnished voluntarily without limitations on its use or availability to the U.S. Government or Contractor from other sources without restriction.

For the purpose of this clause, the terms "successful Offeror" and "Contractor" means the Contractor, its subsidiaries and affiliates, any joint venture involving the Contractor, any entity which the successor or assignee of the Contractor acting as a prime Contractor, subcontractor, or consultant to either the prime Contractor or subcontractor.

Furthermore, the parties agree that the successful Offeror shall ensure that this clause, "Organizational Conflict of Interest", is included in all subcontracts (changing identities of the
parties as appropriate), at any level necessary to meet the requirements of this clause.

The exclusionary provisions of this clause will be effective for the duration of any contract resulting from this RFP. The Contractor shall include the same exclusion in its subcontract agreements.