Statement of Scope (SOS)

AFRL Supplemental Requirements

Version 26.2

10 JUNE 2026

Solicitation No. FA875126R0005

1. INTRODUCTION. The following paragraphs are also considered be a part of the SOS requirements and the Contractor is responsible for compliance to the same extent as the rest of the SOS.

2. PACKAGING AND MARKING.

PACKAGING AND MARKING

a. All hardware deliverable contract items shall be packaged in accordance with established commercial practices.

b. When special delivery and/or handling instructions are required, all boxes and/or crates must contain the following statement in plain sight and in bold letters:

INSTRUCTION TO RECEIVING OFFICE – DO NOT OPEN; CONTENTS ARE SENSITIVE TO DAMAGE WHEN IMPROPERLY OPENED OR HANDLED. CONTACT THE RESPONSIBLE TECHNICAL PROJECT OFFICER IMMEDIATELY UPON RECEIPT. CONTACT INFORMATION: Jason Hallahan / (315) 330-3413 / Jason.Hallahan.1@us.af.mil

3. COMSEC MONITORING.

COMMUNICATIONS SECURITY (COMSEC) MONITORING

All communications with DoD organizations are subject to Communications Security (COMSEC) review. Contractor personnel will be aware that telecommunications networks are continually subject to interception by unfriendly intelligence organizations. The DoD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from or terminating at DoD organizations. Therefore civilian Contractor personnel are advised that any time they place a call to or receive a call from a USAF organization they are subject to COMSEC procedures. The Contractor will assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing with official DoD information.

4. CONTRACTOR SYSTEMS DECLARATION AND TRACKING.

CONTRACTOR SYSTEMS DECLARATION AND TRACKING

Compliance with Air Force Manual (AFMAN) 17-1301 is mandatory. Air Force policy requires that all contractor-owned or operated information systems equipment on-site be tracked for purposes of operational awareness and to locate system owners in the event that such a device is recovered by AFRL/RIOS or another entity. Whenever contractor personnel will be on-site at AFRL/RF and a contractor-owned or operated system (e.g.; laptop) will be brought into any of the facilities, the Contractor Systems Declaration Template at https://usaf.dps.mil/sites/20708/rios/cybersecurity/requests/sitepages/Home.aspx#contractorsystem must be completed. In the event Contractor personnel have not been issued a Common Access Card (CAC) per DAFFARS 5352.242-9001, and therefore cannot complete the template, the Contractor shall provide the required information to the COR/COTR for input into the template.

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5. OMBUDSMAN

OMBUDSMAN

An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.

Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman:

Ombudsman: AFRL/PK Technical Director
Alternate Ombudsman: AFRL/PK Deputy Director
1864 4th Street
WPAFB OH 45433
Phone: (937) 904-9700
FAX: (937) 656-7321
Email: Afrl.pk.workflow@us.af.mil

Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/FLDCOM/DRU ombudsman level, may be brought by the interested party for further consideration to the Department of the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

The ombudsman has no authority to render a decision that binds the agency.

Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer.

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6. ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS).

ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS)

(a) Contractors shall not:

1. Provide any service or product with any specification, standard, drawing, or other document that requires the use of a Class I ODS in the test, operation, or maintenance of any system, subsystem, item, component, or process; or

    a. Provide any specification, standard, drawing, or other document that establishes a test, operation, or maintenance requirement that can only be met by use of a Class I ODS as part of this contract/order.

2. For the purposes of Department of the Air Force policy, the following products that are pure (i.e., they meet the relevant product specification identified in AFI 32-7086[AR2]) are Class I ODSs:

    a. Halons: 1011, 1202, 1211, 1301, and 2402;

3. Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and

    a. Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

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7. INSURANCE CLAUSE IMPLEMENTATION.

INSURANCE CLAUSE IMPLEMENTATION

The Contractor shall obtain and maintain the minimum kinds and amounts of insurance during performance of this contract as specified by FAR 28.307-2, Liability, and contemplated by FAR 52.228-5, Insurance--Work on a Government Installation, and/or 52.228-7, Insurance--Liability to Third Persons.

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8. INFORMATION REGARDING NON-US CITIZENS ASSIGNED TO THIS PROJECT.

INFORMATION REGARDING NON-US CITIZENS ASSIGNED TO THIS PROJECT

(a) Contractor employees requiring access to USAF bases, AFRL facilities, and/or access to U.S. Government Information Technology (IT) networks in connection with the work on this contract must be U.S. citizens. For the purpose of base and network access, possession of a permanent resident card (“Green Card”) does not equate to U.S. citizenship. This requirement does not apply to foreign nationals approved by the U.S. Department of Defense or U.S. State Department under international personnel exchange agreements with foreign governments. It also does not apply to dual citizens who possess US citizenship, to include Naturalized citizens. Any waivers to this requirement must be granted in writing by the Contracting Officer prior to providing access. Specific format for waiver request will be provided upon request to the Contracting Officer. The above requirements are in addition to any other contract requirements related to obtaining a Common Access Card (CAC).

(b) In compliance with the REAL ID Act of 2005 and DoDM 5200.08V3_DAFMAN 31-101V3_DAFGM 2024-01, Installation Perimeter Access Control, effective 7 May 2025, all entrants to a Department of Air Force installation will be required to present REAL ID-compliant identification

(c) For purposes of paragraph (a) above, if an IT network/system does not require AFRL to endorse a contractor's application to said network/system in order to gain access, the organization operating the IT network/system is responsible for controlling access to its system. If an IT network/system requires an U.S. Government sponsor to endorse the application in order for access to the IT network/system; AFRL will only endorse the following types of applications; consistent with the requirements above:

(1) Contractor employees who are U.S. citizens performing work under this contract.
(2) Contractor employees who are non-U.S. citizens and who have been granted a waiver.

Any additional access restrictions established by the IT network/system owner apply.

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9. REGARDING EXPORT CONTROL.

REGARDING EXPORT CONTROL

The items to be delivered under this contract are being developed for both civil and military applications (reference ITAR, 22 CFR Part 121, Category XI (Military Electronics), (a)(7) Note 1 to Paragraph (a)(7) – sub reference (c). As stated in DFARS 252.225-7048, the Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this requirement.

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10. NOTIFICATION OF GOVERNMENT SECURITY ACTIVITIES.

NOTIFICATION OF GOVERNMENT SECURITY ACTIVITIES

This contract contains a DD Form 254, DOD Contract Security Classification Specification, and requires performance at a government location in the U.S. or overseas. Prior to beginning operations involving classified information on an installation identified on the DD Form 254, the contractor shall take the following actions:

(a) At least thirty days prior to beginning operations, notify the Information Protection Office shown in the distribution block of the DD Form 254 as to:

1. The name, address, and telephone number of this contract company's representative and designated alternate in the U.S. or overseas area, as appropriate;
2. The contract number and military contracting command;
3. The highest classification category of defense information to which contractor employees will have access;
4. The Department of the Air Force installations in the U.S. (in overseas areas, identify only the APO number(s)) where the contract work will be performed;
5. The date contractor operations will begin on base in the U.S. or in the overseas area;
6. The estimated completion date of operations on base in the U.S. or in the overseas area; and,

7. Any changes to information previously provided.

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11. SECURITY INCIDENT REPORTING AND PROCEDURES.

SECURITY INCIDENT REPORTING AND PROCEDURES

(a) The contractor shall follow the below guidance when a contract contains a DD Form 254, DOD Contract Security Classification Specification:

1. The contractor shall notify the Government Contracting Activity (GCA) of any security incident involving the potential or actual loss, compromise, or suspected compromise of Top Secret, Secret, and/or Confidential information, referred to as classified information, when the incident is discovered at the contractor's location.
    i. The contractor shall conduct the requisite inquiry(ies) in accordance with 32 CFR Part 117 and Cognizant Security Office (e.g., Defense Counterintelligence and Security Agency) guidance.
2. Security incidents occurring at government performance locations where the contractor is categorized as a visitor will be processed and reported in accordance with government host security procedures.
3. Security incidents involving the potential or actual loss, compromise, or suspected compromise of Special Access Program and/or Sensitive Compartmented Information is under the jurisdiction of the GCA and the contractor shall follow GCA guidance in lieu of this requirement.
4. This requirement does not relieve the contractor from reporting requirements set forth in 32 CFR Part 117, DFARS 252.204-7012, or as otherwise directed by contract requirements and/or its Cognizant Security Office (e.g., Defense Counterintelligence and Security Agency).
5. This requirement does not relieve the contractor from adhering to security incident guidance set forth by its Cognizant Security Office (e.g., Defense Counterintelligence and Security Agency).
6. The contractor is responsible for ensuring all applicable subcontracts include these security incident reporting requirements.
7. If the lost or compromised information is beyond the jurisdiction of the U.S. Government and cannot be recovered (e.g., media leak, public website posting, or loss in a foreign country), the notification and location of the compromise (e.g., geographic location of unrecoverable equipment) shall be classified commensurate with the classification level of the compromised material to prevent further unauthorized disclosure in accordance with DoDM5200.01 Volume 3, Enclosure 6. The contractor will contact the GCA for instructions on how to communicate the notification prior to submission in all cases where lost or compromised information is beyond the jurisdiction of the U.S. Government and cannot be recovered.
8. The contractor shall ensure all notifications determined to contain classified information are properly transmitted and marked in accordance with derivative classification and overarching marking guidelines in accordance with 32 CFR Part 117.

(b) Initial Notification of Security Incident

1. The contractor shall provide an initial notification of security incident to the GCA within 72 hours of discovery of any incident where classified information may have been subjected

to loss, compromise, or suspected compromise for all security incidents involving the contractor's location unless otherwise directed by contract requirements.

2. The initial notification to the GCA is considered Controlled Unclassified Information (CUI) [CUI category OPSEC, FEDCON Distribution/Dissemination Control] unless otherwise determined by the GCA, marked in accordance with DoDI5200.48, and shall be transmitted to the GCA through authorized means (e.g., encrypted email or DoD SAFE).

3. If the initial notification contains classified information either by content or through classification through compilation, the contractor will contact the GCA for submission guidance and ensure the notification is properly marked in accordance with derivative classification and overarching marking guidelines in accordance with 32 CFR Part 117.

4. The initial notification shall contain the following information, as available at the time of report:

    i. Prime contract number associated with the security incident.

    ii. Date of security incident occurrence.

    iii. Date of security incident discovery if different from date of occurrence.

    iv. Security Classification Guide (SCG) or guidance used to validate classification level of information involved (unclassified title/date); if SCG title is either classified or if listing SCG information will cause the notification to be classified by compilation, do not include and indicate as such in the initial notification.

    v. Classification level of information involved (e.g., Top Secret, Secret, or Confidential)

    vi. Brief description of incident prompting initial notification. If incident directly or indirectly involved government personnel, include government personnel name(s), email address(s), and office information.

    vii. Communicate whether it is possible for the contractor to properly retain and/or provide the suspected information in question for GCA classification review and/or damage assessment.

(c) Final Notification of Security Incident

1. The contractor shall provide a final notification to the GCA 10 business days from date of initial notification. If the final notification cannot be made 10 business days from the date of the initial notification, the contractor shall request an extension and receive approval in writing from the GCA.

2. The final notification to the GCA does not relieve the contractor from reporting requirements set forth by 32 CFR Part 117, DFARS 252.204-7012, or as otherwise directed by contract requirements and/or its Cognizant Security Office (e.g., Defense Counterintelligence and Security Agency).

3. The final notification will be considered CUI [CUI category OPSEC, FEDCON Distribution/Dissemination Control] unless otherwise determined by the GCA, marked in accordance with DoDI5200.48, and sent through authorized means (e.g., encrypted email or DoD SAFE).

4. If the final notification contains classified information either by content or through classification through compilation, the contractor is required to contact the GCA for submission guidance and ensure the notification is properly marked in accordance with

derivative classification and overarching marking guidelines in accordance with 32 CFR Part 117.

5. The final notification shall contain the following information:

    i. Prime contract number associated with the security incident.

    ii. Date of security incident occurrence.

    iii. Date of security incident discovery if different from date of occurrence.

    iv. Security Classification Guide (SCG) or guidance used to validate classification level of information involved (unclassified title/date); if SCG title is either classified or if listing SCG information will cause the report to be classified by compilation, do not include this information, and indicate as such in the final notification.

    v. Classification level of information involved (e.g., Top Secret, Secret, or Confidential)

    vi. Detailed description of incident and include the following:

        Sequence of events: When, where, and how did the incident occur?

        What persons, situations, and/or conditions caused or contributed to the incident?

        If incident originated with government personnel, include government personnel name(s), email address(s), and office information.

        Include the name(s), email address(s), and office information of all government personnel involved, either directly or indirectly, as appropriate

        If classified information is alleged to have been physically lost (e.g., lost classified document), what steps were taken to locate the material?

        If security incident was categorized as a data spill, include measures taken to properly sanitize all impacted assets.

    vii. Corrective actions taken to prevent future occurrences

    viii. Result of inquiry (e.g., loss, compromise, suspected compromise, or no compromise)

    ix. A copy of the supporting DD Form 254(s) associated with prime contract. If DD Form 254 cannot be provided, the contractor shall indicate the reasons why in the final report.

(d) Definitions

“32 CFR Part 117” means National Industrial Security Program Operating Manual. “Business days” means days that do not include federal holidays or weekends.

“Classified information” means information the government designates as requiring protection against unauthorized disclosure in the interest of national security, pursuant to E.O. 13526, Classified National Security Information, or any predecessor order, and the Atomic Energy Act of 1954, as amended. Classified information includes national security information (NSI), restricted data (RD), and formerly restricted data (FRD), regardless of its physical form or characteristics (including tangible items other than documents).

“Cognizant security agencies (CSAs)” means agencies E.O. 12829, sec. 202, designates as having National Industrial Security Program implementation and security responsibilities for its own agencies (including component agencies) and any entities and non-CSA agencies under

their cognizance. The CSAs are: Department of Defense (DoD); Department of Energy (DOE); Nuclear Regulatory Commission (NRC); Office of the Director of National Intelligence (ODNI); and Department of Homeland Security (DHS).

“Cognizant Security Office” means an organizational unit to which the head of a CSA delegates authority to administer industrial security services on behalf of the CSA.

“Compromise” means an unauthorized disclosure of classified information.

“Data spill” means electronic transmission of classified information via unsecure means such as classified information transmitted over an unclassified network.

“DD Form 254” means the Department of Defense Contract Security Classification Specification.

“Derivative classification” means incorporating, paraphrasing, restating, or generating in new form information that is already classified, and marking the newly developed material consistent with the classification markings that apply to the source information. Includes the classification of information based on classification guidance. The duplication or reproduction of existing classified information is not derivative classification.

“Final Notification of Security Incident” means contractor (or subcontractor) notification to the Government Contracting Activity communicating the results of the inquiry conducted.

“Government Contracting Activity” means an element of a Component designated and delegated by the Component head or designee with broad authority regarding acquisition functions to include the appropriate resources and personnel (e.g., contracting officers or their designees, program managers, program offices, and security personnel) as defined in DoDM 5220.32, Volume 1.

“Initial Notification of Security Incident” means the contractor’s (or subcontractor) notification to the Government Contracting Activity of a security incident occurrence and surrounding details of occurrence.

“Inquiry” means the initial fact-finding and analysis process to determine the facts of any security incident and conducted to determine whether or not there was a loss of classified information or whether or not unauthorized personnel had, or could have had, access to the information.

“Loss” means the inability to physically locate or account for classified information.

“Security classification guide” means a documentary form of classification guidance issued by an Original Classification Authority that identifies the elements of information regarding a specific subject that must be classified and establishes the level and duration of classification for each such element.

“Security Incident” means an incident that results from the mishandling of classified information.

“Suspected Compromise” means when a result of no loss or compromise of classified information cannot be determined with certainty.

12. VISIT REQUESTS.

VISIT REQUESTS

All requests for Government certification of Contractor employees' need-to-know and visit authorizations to other Government installations or Contractor facilities shall be forwarded for approval to the Contracting Officer's Technical Representative (COTR), whose mailing address is:

ATTN: Jason Hallahan
Air Force Research Laboratory/RIGB
525 Brooks Road
Rome, NY 13441

In compliance with the REAL ID Act of 2005 and DoDM 5200.08V3_DAFMAN 31-101V3_DAFGM 2024-01, *Installation Perimeter Access Control,* effective 7 May 2025, all entrants to a Department of Air Force installation will be required to present REAL ID-compliant identification.

13. HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS.

HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS

In performing work under this contract on a Government installation, the contractor shall:

1. Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and
    a. Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.
2. The contracting officer may, by written order, direct Department of the Air Force Occupational Safety and Health (AFOSH) Standards and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.
3. Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

14. CONTRACTOR ACCESS TO DEPARTMENT OF THE AIR FORCE INSTALLATIONS.

CONTRACTOR ACCESS TO DEPARTMENT OF THE AIR FORCE INSTALLATIONS.

The contractor shall obtain base or installation identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Department of the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base or installation. The letter will also specify the individual(s) authorized to sign for a request for base or installation identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or Security Forces/Police for processing. When reporting to the registration/security police office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, and valid vehicle insurance certificate to obtain a vehicle pass.

During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with *DAFI 31-101, Integrated Defense, and DODMAN5200.02_DAFMAN 16-1405 , Air Force Personnel Security Program*.

Upon completion or termination of the contract or expiration of the identification passes/badges, the prime contractor shall ensure that all base or installation identification passes issued to employees and subcontractor employees are returned to the issuing office.

The contractor shall provide an after-hours contact number or after-hours email in the Emergency Mass Notification System (EMNS) for each of their personnel, whose normal place of duty is on a DoD installation or within a DoD facility. The contractor shall comply with any additional requirements in DAFMAN 10-206 for emergency operational reporting. Foreign Nationals may participate and may remove themselves from the Emergency Mass Notification System at any time. To update information, personnel can access the globe icon on their system desktop screens and choose the "Access Self-Service" option.

Failure to comply with these requirements may result in withholding of final payment.

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15. COMMON ACCESS CARDS (CAC) FOR CONTRACTOR PERSONNEL.

COMMON ACCESS CARDS (CAC) FOR CONTRACTOR PERSONNEL.

For installation(s)/location(s) cited in the contract, contractors shall ensure Common Access Cards (CACs) are obtained by all contract or subcontract personnel who meet one or both of the following criteria:

- Require logical access to Department of Defense computer networks and systems in either:
  - the unclassified environment; or
  - the classified environment where authorized by governing security directives.
- Perform work, which requires the use of a CAC for installation entry control or physical access to facilities and buildings.

Contractors and their personnel shall use the following procedures to obtain CACs:

- Contractors shall provide a listing of personnel who require a CAC to the contracting officer. The government will provide the contractor instruction on how to complete the Contractor Verification System (CVS) application and then notify the contractor when approved.

- Contractor personnel shall obtain a CAC from the nearest Real Time Automated Personnel Identification Documentation System (RAPIDS) Issuing Facility (typically the local Military Personnel Flight (MPF)).

While visiting or performing work on installation(s)/location(s), contractor personnel shall wear or prominently display the CAC as required by the governing local policy.

During the performance period of the contract, the contractor shall:

- Within 7 working days of any changes to the listing of the contract personnel authorized a CAC, provide an updated listing to the contracting officer who will provide the updated listing to the authorizing government official;
- Return CACs in accordance with local policy/directives within 7 working days of a change in status for contractor personnel who no longer require logical or physical access;
- Return CACs in accordance with local policy/directives within 7 working days following a CACs expiration date; and
- Report lost or stolen CACs in accordance with local policy/directives.

Within 7 working days following completion/termination of the contract, the contractor shall return all CACs issued to their personnel to the issuing office or the location specified by local policy/directives.

Failure to comply with these requirements may result in withholding of final payment.

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16. GOVERNMENT-FURNISHED SOFTWARE.

GOVERNMENT FURNISHED SOFTWARE

(a) The Government will provide to the Contractor, for use in performance of this contract, the following listed software, by the date shown:

GOVERNMENT FURNISHED SOFTWARE	DATE
1.) Documented Radiant Alfred Software Baseline (Binaries)	Within 30 days
2.) Documented Shadowcat Software Baseline (Binaries)	after contract effective date

(b) The Contractor agrees:

(1) That the software will not be used for any purpose, whether Governmental or commercial, that is not specifically required for performance of this contract;

(2) the software or modified version will not be provided to anyone without prior written approval of the Contracting Officer;

(3) except as specifically required for performance of this contract, no copies of the software will be made;

(4) to observe and honor any and all markings on the software concerning national defense security classification and limited or proprietary rights;

(5) to return all copies of the software to the Government upon completion of this contract.

(c) The software is provided “as is”; the Government is not liable nor responsible for maintenance, updating or correction of any errors contained in the software unless specified in this contract.

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17. PERFORMANCE IN REPUBLIC OF KOREA.

“(Applicable to orders where performance is in the Republic of Korea.)”

INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS - REPUBLIC OF KOREA

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) Reg 4901.01, which can be found under the "publications" tab on the US Forces Korea homepage http://www.usfk.mil.

(a) Definitions. As used in this requirement-

"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 US 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, Assistant Chief of Staff, 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 Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 4901.01).

"Responsible Officer" (RO) means a senior DOD employee (such as a military E5 and above or civilian GS-7 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 of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.

(c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg 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 USFK Reg 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 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 and that performance is 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 regulation(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 Sponsoring Agency (SA) and Responsible Officer (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 USFK Reg 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) Invited Contractor and Technical Representative 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 regulations.

(l) It is agreed that the withdrawal of invited contractor or technical representative 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 USFK Reg 4901.01, Section II, paragraph 6 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) 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.

(i) 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.

(ii) 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 regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea 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. "off-limits"), 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 DOD 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 Required 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 DOD 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 requirement.

18. CONTINUANCE OF PERFORMANCE DURING ANY STATE OF EMERGENCY IN THE REPUBLIC OF KOREA (ROK)

CONTINUANCE OF PERFORMANCE DURING ANY STATE OF EMERGENCY IN THE REPUBLIC OF KOREA (ROK)

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) Reg 4901.01, which can be found under the "publications" tab on the US Forces Korea homepage http://www.usfk.mil

(a) Definitions. As used in this requirement-

"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 US forces would be sent to the Combined Forces Command fighting components.

"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, Assistant Chief of Staff, 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 Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 4901.01).

"Responsible Officer" (RO) means a senior DOD employee (such as a military E5 and above or civilian GS-7 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.

"Theater of Operations" means an area defined by the combatant commander for the conduct or support of specified operations.

"Uniform Code of Military Justice" means 10 U.S.C. Chapter 47.

(b) General.

(1) This requirement applies when contractor personnel deploy with or otherwise provide support in the theater of operations (specifically, the Korean Theater of Operations) to U.S. military forces deployed/located outside the United States in-

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. military forces may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations. The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

(3) Contractor personnel are not combatants and shall not undertake any role that would jeopardize their status. Contractor personnel shall not use force or otherwise directly participate in acts likely to cause actual harm to enemy armed forces.

(c) 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) 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.

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

(ii) 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.

(d) Compliance with laws and regulations. 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 requirement are familiar with and comply with, all applicable-

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

(i) The Military Extraterritorial Jurisdiction Act may apply to contractor personnel if contractor personnel commit crimes outside the United States.

(ii) Under the War Crimes Act, United States citizens (including contractor personnel) who commit war crimes may be subject to federal criminal jurisdiction.

(iii) When Congress formally declares war, contractor personnel authorized to accompany the force may be subject to the Uniform Code of Military Justice.

(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. "off-limits"), prostitution and human trafficking and curfew restrictions.

(e) Pre-deployment/departure requirements. The Contractor shall ensure that the following requirements are met prior to deploying/locating personnel in support of U.S. military forces in the Republic of Korea. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(1) All required security and background checks are complete and acceptable.

(2) All contractor personnel meet the minimum medical screening requirements and have received all required immunizations. In the Republic of Korea, all contractor employees subject to this requirement shall comply with the same DoD immunization requirements applicable to Emergency Essential DoD civilians- INCLUDING ANTHRAX

IMMUNIZATION. The Government will provide, at no cost to the Contractor, any Korean theater-specific immunizations and/or medications not available to the general public.

(3) Contractor personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card from the deployment center or CONUS personnel office if applicable.

(4) Country and theater clearance is obtained for contractor personnel. Clearance requirements are in DOD Directive 4500.54, Official Temporary Duty Abroad, DOD 4500.54-G, DOD Foreign Clearance Guide, and USFK Reg 1-40, United States Forces Korea Travel Clearance Guide. Contractor personnel are considered non-DOD personnel traveling under DOD sponsorship.

(f) Processing and departure points. Deployed contractor personnel shall-

(1) Under contingency conditions or under other conditions as specified by the Contracting Officer, process through the applicable deployment center prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) If processing through a deployment center, process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) Personnel data list.

(1) The Contractor shall establish and maintain with the designated Government official a current list of all contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. military forces as specified in paragraph (b)(1) of this requirement. The Synchronized Predeployment and Operational Tracker (SPOT) is the designated automated system to use for this effort. This accountability requirement is separate and distinct from the personnel accountability requirement listed in the U.S-ROK SOFA's Invited Contractor/Technical Representative Program (as promulgated in USFK Regulation 4901.01).

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this requirement. Contractors shall replace designated personnel within 72 hours, or at the Contracting Officer's direction. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during

deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer and USFK Sponsoring Agency (see USFK Reg 4901.01) upon request. The plan shall-

(i) Identify all personnel who are subject to U.S. or Republic of Korea military mobilization;

(ii) Identify any exemptions thereto;

(iii) Detail how the position would be filled if the individual were mobilized; and

(iv) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(vi) Military clothing and protective equipment.

(3) Contractor personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this requirement are prohibited from wearing military clothing unless specifically authorized in writing by the COMUSK. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures and the Geneva Conventions.

(4) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective clothing.

(5) The deployment center, the Combatant Commander, or the Sponsoring Agency shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(6) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the COMUSK. The COMUSK will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons will be allowed.

(2) The Contractor shall ensure that its personnel who are authorized to carry weapons-

(i) Are adequately trained;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the COMUSK regarding possession, use, safety, and accountability of weapons and ammunition.

(iii) The use of deadly force by persons subject to this requirement shall be made only in self-defense, except:

(v) Persons subject to this requirement who primarily provide private security are authorized to use deadly force only as defined in the terms and conditions of this

contract in accordance with USFK regulations and policies (especially, USFK Regulation 190-50).

(vi) Liability for the use of any weapon by persons subject to this requirement is solely the responsibility of the individual person and the contractor.

(3) Upon redeployment or revocation by the COMUSK of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Evacuation.

(1) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(l) "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.

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

(n) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(o) Subcontracts. The Contractor shall incorporate the substance of this requirement, including this paragraph, in all subcontracts that require subcontractor personnel to be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed/stationed outside the United States in-

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or exercises designated by the Combatant Commander.\

(p) The Contracting Officer will discern any additional GFP or logistical support necessary to facilitate the performance of the enhanced requirement or necessary for the protection of contractor personnel. These items will be furnished to the Contractor at the sole discretion of the Contracting Officer and may be provided only on a reimbursable basis.

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19. CONTRACTOR IDENTIFICATION.

CONTRACTOR IDENTIFICATION

(a) Contractor personnel and their subcontractors must identify themselves as Contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(b) Contractor-occupied facilities (on AFMC or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates, or other identification, showing that these are work areas for Contractor or subcontractor personnel.

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20. TRAVEL.

TRAVEL

(a) The Contractor may be required to travel within the contiguous United States and overseas. The Contractor may be required to travel by Government-provided transportation. Travel requirements will be reimbursed by separate voucher and must be approved in advance by the Contracting Officer's Representative (COR). Travel requirements will be identified, proposed, and negotiated on an as required cost-reimbursement basis. Billable travel costs are air fare, ground transportation, and per diem costs - not labor hours. The Contractor shall be responsible for obtaining any passports or visas and making travel arrangements to and from any CONUS location.

(1) Per diem, air fare, and all other allowable travel costs shall be reimbursed in accordance with the Federal Acquisition Regulation. All travel within overseas areas shall be approved in advance by the Contracting Officer's Representative (COR).

(2) The travel CLIN is intended to pay for travel occurring at the direction of the Government performed in conjunction with a specific trip authorized in a task order. Travel by clerical support personnel shall be approved in advance by the Contracting Officer's Representative or Contracting Officer.

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21. IMPLEMENTATION OF ORDER LIMITATIONS.

IMPLEMENTATION OF ORDER LIMITATIONS

(a) Ordering procedures. Orders will be issued by a Procuring Contracting Officer in accordance with FAR 52.216-19 of this contract. However, the following procedures shall be used for negotiation of orders.

(1) The Contracting Officer will provide the Contractor with a copy of the notification of each proposed Order which will include a description of work to be performed, description of expertise required, and desired completion date.

(2) The Contractor shall then: (i) submit to the Contracting Officer a brief technical discussion describing how the work will be performed; and (ii) submit a price/cost proposal

(3) Upon receipt of the proposal, the Contracting Officer will analyze the proposal and, if acceptable, issue an Order directing the Contractor to commence performance, or if the proposal is not fully acceptable as offered, negotiations shall be conducted prior to issuance of any Order. In the event issues pertaining to a proposed work cannot be resolved to the satisfaction of the Contracting Officer, the Contracting Officer reserves the right to withdraw and cancel the proposed work. In such event, the Contractor shall be notified, via letter, of the

Contracting Officer's decision. This decision shall be final and conclusive and shall not be subject to the Disputes clause or the Contract Disputes Act.

(b) The Contractor is not authorized to commence performance prior to issuance of the Order by the Contracting Officer.

(c) The minimum guaranteed amount under this IDIQ will be the amount of the first order. The first order is anticipated to be for qty. sixteen (16) CLIN 0001, qty. two (2) CLIN 0002, qty. two (2) CLIN 0005, qty. two (2) CLIN 0006, qty. four (4) CLIN 0009, qty. four (4) CLIN 0013, qty. five (5) CLIN 0017, qty. two (2) CLIN 0018, qty. two (2) CLIN 0021, qty. two (2) CLIN 0022,, and qty. four (4) CLIN 0025.

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22. ORDERING PROCEDURES.

ORDERING PROCEDURES

When a new need arises, the Government will prepare a spreadsheet detailing the required items and quantities for the Firm Fixed-Price (FFP) line items. For applicable cost-reimbursable line items (i.e. travel, shipping, non-warrantied replacement parts, and consumables), the Government will establish a not to exceed/ceiling amount. The spreadsheet will be sent to the contractor for application of already established FFP unit prices at basic IDIQ level. The Government will in-turn review the contractor's completed spreadsheet to ensure appropriate application of established FFP unit prices. Any discrepancies will be discussed and negotiated as necessary.

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23. INTELLIGENCE OR INTELLIGENCE-RELATED ACTIVITES.

INTELLIGENCE OR INTELLIGENCE-RELATED ACTIVITES

Contractors will complete the customer-provided Intelligence Oversight training as required by customer requirements and will report any Questionable Intelligence Activity (QIA), Significant/Highly Sensitive Matter (S/HSM), and/or Federal Crimes IA W procedures established in DoD Directive 5148.13, Intelligence Oversight, and AFI 14-104, Intelligence Oversight. For contracts involving cryptographic matters in addition to DoDD and AFI reference, USSID 18, Legal Compliance and US. Persons Minimization Procedures.