SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			FA489018R0003	08-Nov-2018

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No Collect Calls)*	8. OFFER DUE DATE/LOCAL TIME
	RYAN E. LIVERGOOD	(850) 884-5122	02:00 PM 03 Jan 2019

9. ISSUED BY CODE FA4890

505 CCW/PK - FA4890
505 CCW/PK
138 HARTSON STREET
HURLBURT FIELD FL 32544

TEL: 579-9087
FAX:

10. THIS ACQUISITION IS [ ] UNRESTRICTED OR [X] SET ASIDE: 100 % FOR:

[X] SMALL BUSINESS
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
[ ] HUBZONE SMALL BUSINESS
[ ] EDWOSB
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
[ ] 8(A)

NAICS: 541715

SIZE STANDARD: 1,000

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
[ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE F2KTAB

705 CTS / DMOC
CATERCIA DEWITT
4500 ABERDEEN AVE. SE
KIRTLAND NM 87117-5748
TEL: 505-853-0910 / DSN: 263-0910 FAX: 505-846-9019

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY CODE

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

[ ] 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*	31c. DATE SIGNED
		TEL: EMAIL:	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		12	Months		

Labor-DMOC-O&M
FFP
This CLIN is for fixed price Core O&M funded labor. The Contractor shall furnish the necessary qualified personnel, supplies, and services to perform Battle Space Operations Support in accordance with the Performance Work Statement (PWS) entitled, Command and Control Technical Support Contract (C2TSC), which is attached under Section J.

CLIN Total Price: $x,xxx,000.00.
This service is incrementally funded.
Total incremental funds awarded for CLIN - $x,xxx,000.00.

FOB: Destination
SIGNAL CODE: A

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		12	Months		

Labor-DMOC-RDT&E
FFP
This CLIN is for fixed price Core RDT&E funded labor. The Contractor shall furnish the necessary qualified personnel, supplies, and services to perform Battle Space Operations Support in accordance with the Performance Work Statement (PWS) entitled, Command and Control Technical Support Contract (C2TSC), which is attached under Section J.

CLIN Total Price: $x,xxx,000.00.
This service is incrementally funded.
Total incremental funds awarded for CLIN - $x,xxx,000.00.

FOB: Destination
SIGNAL CODE: A

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lot		

Travel-DMOC-O&M
COST
This CLIN is for travel associated O&M Support. Per diem, air fare and all other allowable travel costs shall be reimbursed in accordance with the Federal Acquisition Regulation. Contractor must submit travel requests and receive Government approval prior to performing any actual travel. Contractors are responsible for maintaining and providing upon request travel logs that show travel itinerary and purpose information as well as estimated and actual costs. Contractor must notify Government personnel once 80% of travel funds have been obligated. This CLIN is Cost Reimbursable. No fee associated. Contractor's applicable overhead only. Contractors shall provide a Travel G&A rate in the space provided under Table B-1, which is to be applied to travel under this CLIN.

CLIN Total Price: $80,000.00.
This service is incrementally funded.
Total incremental funds awarded for CLIN - $x,xxx,000.00.
FOB: Destination
SIGNAL CODE: A

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Lot		

Travel-DMOC-RDTE
COST
This CLIN is for travel associated RDT&E Support. Per diem, air fare and all other allowable travel costs shall be reimbursed in accordance with the Federal Acquisition Regulation. Contractor must submit travel requests and receive Government approval prior to performing any actual travel. Contractors are responsible for maintaining and providing upon request travel logs that show travel itinerary and purpose information as well as estimated and actual costs. Contractor must notify Government personnel once 80% of travel funds have been obligated. This CLIN is Cost Reimbursable. No fee associated. Contractor's applicable overhead only. Contractors shall provide a Travel G&A rate in the space provided under Table B-1, which is to be applied to travel under this CLIN.

CLIN Total Price: $30,000.00.
This service is incrementally funded.
Total incremental funds awarded for CLIN - $x,xxx,000.00.
FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Lot		

DMOC Ex & Training (O&M)
LH
This CLIN is for External O&M Support that is more appropriate to be priced in a labor hour format. Labor Rates are established in Table B-1. Quantity and labor types are to be negotiated. Deemed appropriate for surge efforts beyond core contract O&M support. Pricing will be IAW Pre-Priced agreement listed on Table B-1.

This CLIN has a not to exceed value of: $802,000.00.
This service is incrementally funded.
Total incremental funds awarded for CLIN - $0.00.

FOB: Destination

TOT ESTIMATED PRICE
CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1	Lot		

DMOC Ex & Training (RDT&E)
LH
This CLIN is for External RDT&E Support that is more appropriate to be priced in a labor hour format. Labor Rates are established in Table B-1. Quantity and labor types are to be negotiated. Deemed appropriate for surge efforts beyond core contract RDT&E support. Pricing will be IAW Pre-Priced agreement listed on Table B-1.

This CLIN has a not to exceed value of: $267,000.00.
This service is incrementally funded.
Total incremental funds awarded for CLIN - $0.00.

FOB: Destination

TOT ESTIMATED PRICE
CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		1	Lot		

Travel-DMOC-CSP
COST
This CLIN is for travel associated CSP Support. Per diem, air fare and all other allowable travel costs shall be reimbursed in accordance with the Federal Acquisition Regulation. Contractor must submit travel requests and receive Government approval prior to performing any actual travel. Contractors are responsible for maintaining and providing upon request travel logs that show travel itinerary and purpose information as well as estimated and actual costs. Contractor must notify Government personnel once 80% of travel funds have been obligated. This CLIN is Cost Reimbursable. No fee associated. Contractor's applicable overhead only. Contractors shall provide a Travel G&A rate in the space provided under Table B-1, which is to be applied to travel under this CLIN.

CLIN Total Price: $4,500.00.
This service is incrementally funded.
Total incremental funds awarded for CLIN - $x,xxx,000.00.
FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1	Lot		
	Contract Phase-in/Transition FFP Any Fee associated with initiating and assuming requirement performance. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION		12	Months		
	Labor-DMOC-O&M FFP This CLIN is for fixed price Core O&M funded labor. The Contractor shall furnish the necessary qualified personnel, supplies, and services to perform Battle Space Operations Support in accordance with the Performance Work Statement (PWS) entitled, Command and Control Technical Support Contract (C2TSC), which is attached under Section J. CLIN Total Price: $x,xxx,000.00. This service is incrementally funded. Total incremental funds awarded for CLIN - $x,xxx,000.00. FOB: Destination SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	Labor-DMOC-RDT&E FFP This CLIN is for fixed price Core RDT&E funded labor. The Contractor shall furnish the necessary qualified personnel, supplies, and services to perform Battle Space Operations Support in accordance with the Performance Work Statement (PWS) entitled, Command and Control Technical Support Contract (C2TSC), which is attached under Section J. CLIN Total Price: $x,xxx,000.00. This service is incrementally funded. Total incremental funds awarded for CLIN - $x,xxx,000.00. FOB: Destination SIGNAL CODE: A	12	Months		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	Travel-DMOC-O&M COST This CLIN is for travel associated O&M Support. Per diem, air fare and all other allowable travel costs shall be reimbursed in accordance with the Federal Acquisition Regulation. Contractor must submit travel requests and receive Government approval prior to performing any actual travel. Contractors are responsible for maintaining and providing upon request travel logs that show travel itinerary and purpose information as well as estimated and actual costs. Contractor must notify Government personnel once 80% of travel funds have been obligated. This CLIN is Cost Reimbursable. No fee associated. Contractor's applicable overhead only. Contractors shall provide a Travel G&A rate in the space provided under Table B-1, which is to be applied to travel under this CLIN. CLIN Total Price: $80,000.00. This service is incrementally funded. Total incremental funds awarded for CLIN - $x,xxx,000.00. FOB: Destination SIGNAL CODE: A	1	Lot		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004 OPTION	Travel-DMOC-RDTE COST This CLIN is for travel associated RDT&E Support. Per diem, air fare and all other allowable travel costs shall be reimbursed in accordance with the Federal Acquisition Regulation. Contractor must submit travel requests and receive Government approval prior to performing any actual travel. Contractors are responsible for maintaining and providing upon request travel logs that show travel itinerary and purpose information as well as estimated and actual costs. Contractor must notify Government personnel once 80% of travel funds have been obligated. This CLIN is Cost Reimbursable. No fee associated. Contractor's applicable overhead only. Contractors shall provide a Travel G&A rate in the space provided under Table B-1, which is to be applied to travel under this CLIN. CLIN Total Price: $30,000.00. This service is incrementally funded. Total incremental funds awarded for CLIN - $x,xxx,000.00. FOB: Destination	1	Lot		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005 OPTION	DMOC Ex & Training (O&M) LH This CLIN is for External O&M Support that is more appropriate to be priced in a labor hour format. Labor Rates are established in Table B-1. Quantity and labor types are to be negotiated. Deemed appropriate for surge efforts beyond core contract O&M support. Pricing will be IAW Pre-Priced agreement listed on Table B-1. This CLIN has a not to exceed value of: $816,000.00. This service is incrementally funded. Total incremental funds awarded for CLIN - $0.00. FOB: Destination	1	Lot		
				TOT ESTIMATED PRICE CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006 OPTION	DMOC Ex & Training (RDT&E) LH This CLIN is for External RDT&E Support that is more appropriate to be priced in a labor hour format. Labor Rates are established in Table B-1. Quantity and labor types are to be negotiated. Deemed appropriate for surge efforts beyond core contract RDT&E support. Pricing will be IAW Pre-Priced agreement listed on Table B-1. This CLIN has a not to exceed value of: $272,000.00. This service is incrementally funded. Total incremental funds awarded for CLIN - $0.00. FOB: Destination	1	Lot		
				TOT ESTIMATED PRICE CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007 OPTION	Travel-DMOC-CSP COST This CLIN is for travel associated CSP Support. Per diem, air fare and all other allowable travel costs shall be reimbursed in accordance with the Federal Acquisition Regulation. Contractor must submit travel requests and receive Government approval prior to performing any actual travel. Contractors are responsible for maintaining and providing upon request travel logs that show travel itinerary and purpose information as well as estimated and actual costs. Contractor must notify Government personnel once 80% of travel funds have been obligated. This CLIN is Cost Reimbursable. No fee associated. Contractor's applicable overhead only. Contractors shall provide a Travel G&A rate in the space provided under Table B-1, which is to be applied to travel under this CLIN. CLIN Total Price: $4,500.00. This service is incrementally funded. Total incremental funds awarded for CLIN - $x,xxx,000.00. FOB: Destination	1	Lot		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Labor-DMOC-O&M FFP This CLIN is for fixed price Core O&M funded labor. The Contractor shall furnish the necessary qualified personnel, supplies, and services to perform Battle Space Operations Support in accordance with the Performance Work Statement (PWS) entitled, Command and Control Technical Support Contract (C2TSC), which is attached under Section J. CLIN Total Price: $x,xxx,000.00. This service is incrementally funded. Total incremental funds awarded for CLIN - $x,xxx,000.00. FOB: Destination SIGNAL CODE: A	12	Months		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	Labor-DMOC-RDT&E FFP This CLIN is for fixed price Core RDT&E funded labor. The Contractor shall furnish the necessary qualified personnel, supplies, and services to perform Battle Space Operations Support in accordance with the Performance Work Statement (PWS) entitled, Command and Control Technical Support Contract (C2TSC), which is attached under Section J. CLIN Total Price: $x,xxx,000.00. This service is incrementally funded. Total incremental funds awarded for CLIN - $x,xxx,000.00. FOB: Destination SIGNAL CODE: A	12	Months		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003		1	Lot		
OPTION	Travel-DMOC-O&M COST This CLIN is for travel associated O&M Support. Per diem, air fare and all other allowable travel costs shall be reimbursed in accordance with the Federal Acquisition Regulation. Contractor must submit travel requests and receive Government approval prior to performing any actual travel. Contractors are responsible for maintaining and providing upon request travel logs that show travel itinerary and purpose information as well as estimated and actual costs. Contractor must notify Government personnel once 80% of travel funds have been obligated. This CLIN is Cost Reimbursable. No fee associated. Contractor's applicable overhead only. Contractors shall provide a Travel G&A rate in the space provided under Table B-1, which is to be applied to travel under this CLIN. CLIN Total Price: $85,000.00. This service is incrementally funded. Total incremental funds awarded for CLIN - $x,xxx,000.00. FOB: Destination SIGNAL CODE: A				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004		1	Lot		
OPTION	Travel-DMOC-RDTE COST This CLIN is for travel associated RDT&E Support. Per diem, air fare and all other allowable travel costs shall be reimbursed in accordance with the Federal Acquisition Regulation. Contractor must submit travel requests and receive Government approval prior to performing any actual travel. Contractors are responsible for maintaining and providing upon request travel logs that show travel itinerary and purpose information as well as estimated and actual costs. Contractor must notify Government personnel once 80% of travel funds have been obligated. This CLIN is Cost Reimbursable. No fee associated. Contractor's applicable overhead only. Contractors shall provide a Travel G&A rate in the space provided under Table B-1, which is to be applied to travel under this CLIN. CLIN Total Price: $35,000.00. This service is incrementally funded. Total incremental funds awarded for CLIN - $x,xxx,000.00. FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005 OPTION	DMOC Ex & Training (O&M) LH This CLIN is for External O&M Support that is more appropriate to be priced in a labor hour format. Labor Rates are established in Table B-1. Quantity and labor types are to be negotiated. Deemed appropriate for surge efforts beyond core contract O&M support. Pricing will be IAW Pre-Priced agreement listed on Table B-1. This CLIN has a not to exceed value of: $837,000.00. This service is incrementally funded. Total incremental funds awarded for CLIN - $0.00. FOB: Destination	1	Lot		
				TOT ESTIMATED PRICE CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006 OPTION	DMOC Ex & Training (RDT&E) LH This CLIN is for External RDT&E Support that is more appropriate to be priced in a labor hour format. Labor Rates are established in Table B-1. Quantity and labor types are to be negotiated. Deemed appropriate for surge efforts beyond core contract RDT&E support. Pricing will be IAW Pre-Priced agreement listed on Table B-1. This CLIN has a not to exceed value of: $279,000.00. This service is incrementally funded. Total incremental funds awarded for CLIN - $0.00. FOB: Destination	1	Lot		
				TOT ESTIMATED PRICE CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007 OPTION	Travel-DMOC-CSP COST This CLIN is for travel associated CSP Support. Per diem, air fare and all other allowable travel costs shall be reimbursed in accordance with the Federal Acquisition Regulation. Contractor must submit travel requests and receive Government approval prior to performing any actual travel. Contractors are responsible for maintaining and providing upon request travel logs that show travel itinerary and purpose information as well as estimated and actual costs. Contractor must notify Government personnel once 80% of travel funds have been obligated. This CLIN is Cost Reimbursable. No fee associated. Contractor's applicable overhead only. Contractors shall provide a Travel G&A rate in the space provided under Table B-1, which is to be applied to travel under this CLIN. CLIN Total Price: $4,500.00. This service is incrementally funded. Total incremental funds awarded for CLIN - $x,xxx,000.00. FOB: Destination	1	Lot		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	Labor-DMOC-O&M FFP This CLIN is for fixed price Core O&M funded labor. The Contractor shall furnish the necessary qualified personnel, supplies, and services to perform Battle Space Operations Support in accordance with the Performance Work Statement (PWS) entitled, Command and Control Technical Support Contract (C2TSC), which is attached under Section J. CLIN Total Price: $x,xxx,000.00. This service is incrementally funded. Total incremental funds awarded for CLIN - $x,xxx,000.00. FOB: Destination SIGNAL CODE: A	12	Months		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 OPTION	Labor-DMOC-RDT&E FFP This CLIN is for fixed price Core Labor RDT&E funded labor. The Contractor shall furnish the necessary qualified personnel, supplies, and services to perform Battle Space Operations Support in accordance with the Performance Work Statement (PWS) entitled, Command and Control Technical Support Contract (C2TSC), which is attached under Section J. CLIN Total Price: $x,xxx,000.00. This service is incrementally funded. Total incremental funds awarded for CLIN - $x,xxx,000.00. FOB: Destination SIGNAL CODE: A	12	Months		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003 OPTION	Travel-DMOC-O&M COST This CLIN is for travel associated O&M Support. Per diem, air fare and all other allowable travel costs shall be reimbursed in accordance with the Federal Acquisition Regulation. Contractor must submit travel requests and receive Government approval prior to performing any actual travel. Contractors are responsible for maintaining and providing upon request travel logs that show travel itinerary and purpose information as well as estimated and actual costs. Contractor must notify Government personnel once 80% of travel funds have been obligated. This CLIN is Cost Reimbursable. No fee associated. Contractor's applicable overhead only. Contractors shall provide a Travel G&A rate in the space provided under Table B-1, which is to be applied to travel under this CLIN. CLIN Total Price: $85,000.00. This service is incrementally funded. Total incremental funds awarded for CLIN - $x,xxx,000.00. FOB: Destination SIGNAL CODE: A	1	Lot		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004		1	Lot		
OPTION	Travel-DMOC-RDTE COST This CLIN is for travel associated RDT&E Support. Per diem, air fare and all other allowable travel costs shall be reimbursed in accordance with the Federal Acquisition Regulation. Contractor must submit travel requests and receive Government approval prior to performing any actual travel. Contractors are responsible for maintaining and providing upon request travel logs that show travel itinerary and purpose information as well as estimated and actual costs. Contractor must notify Government personnel once 80% of travel funds have been obligated. This CLIN is Cost Reimbursable. No fee associated. Contractor's applicable overhead only. Contractors shall provide a Travel G&A rate in the space provided under Table B-1, which is to be applied to travel under this CLIN. CLIN Total Price: $35,000.00. This service is incrementally funded. Total incremental funds awarded for CLIN - $x,xxx,000.00. FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005		1	Lot		
OPTION	DMOC Ex & Training (O&M) LH This CLIN is for External O&M Support that is more appropriate to be priced in a labor hour format. Labor Rates are established in Table B-1. Quantity and labor types are to be negotiated. Deemed appropriate for surge efforts beyond core contract O&M support. Pricing will be IAW Pre-Priced agreement listed on Table B-1. This CLIN has a not to exceed value of: $858,000.00. This service is incrementally funded. Total incremental funds awarded for CLIN - $0.00. FOB: Destination				
				TOT ESTIMATED PRICE CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006 OPTION		1	Lot		

DMOC Ex & Training (RDT&E)
LH
This CLIN is for External RDT&E Support that is more appropriate to be priced in a labor hour format. Labor Rates are established in Table B-1. Quantity and labor types are to be negotiated. Deemed appropriate for surge efforts beyond core contract RDT&E support. Pricing will be IAW Pre-Priced agreement listed on Table B-1.

This CLIN has a not to exceed value of: $286,000.00.
This service is incrementally funded.
Total incremental funds awarded for CLIN - $0.00.

FOB: Destination

TOT ESTIMATED PRICE
CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007 OPTION		1	Lot		

Travel-DMOC-CSP
COST
This CLIN is for travel associated CSP Support. Per diem, air fare and all other allowable travel costs shall be reimbursed in accordance with the Federal Acquisition Regulation. Contractor must submit travel requests and receive Government approval prior to performing any actual travel. Contractors are responsible for maintaining and providing upon request travel logs that show travel itinerary and purpose information as well as estimated and actual costs. Contractor must notify Government personnel once 80% of travel funds have been obligated. This CLIN is Cost Reimbursable. No fee associated. Contractor's applicable overhead only. Contractors shall provide a Travel G&A rate in the space provided under Table B-1, which is to be applied to travel under this CLIN.

CLIN Total Price: $4,500.00.
This service is incrementally funded.
Total incremental funds awarded for CLIN - $x,xxx,000.00.
FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	Labor-DMOC-O&M FFP This CLIN is for fixed price Core O&M funded labor. The Contractor shall furnish the necessary qualified personnel, supplies, and services to perform Battle Space Operations Support in accordance with the Performance Work Statement (PWS) entitled, Command and Control Technical Support Contract (C2TSC), which is attached under Section J. CLIN Total Price: $x,xxx,000.00. This service is incrementally funded. Total incremental funds awarded for CLIN - $x,xxx,000.00. FOB: Destination SIGNAL CODE: A	12	Months		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002 OPTION	Labor-DMOC-RDT&E FFP This CLIN is for fixed price Core RDT&E funded labor. The Contractor shall furnish the necessary qualified personnel, supplies, and services to perform Battle Space Operations Support in accordance with the Performance Work Statement (PWS) entitled, Command and Control Technical Support Contract (C2TSC), which is attached under Section J. CLIN Total Price: $x,xxx,000.00. This service is incrementally funded. Total incremental funds awarded for CLIN - $x,xxx,000.00. FOB: Destination SIGNAL CODE: A	12	Months		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003		1	Lot		
OPTION	Travel-DMOC-O&M COST This CLIN is for travel associated O&M Support. Per diem, air fare and all other allowable travel costs shall be reimbursed in accordance with the Federal Acquisition Regulation. Contractor must submit travel requests and receive Government approval prior to performing any actual travel. Contractors are responsible for maintaining and providing upon request travel logs that show travel itinerary and purpose information as well as estimated and actual costs. Contractor must notify Government personnel once 80% of travel funds have been obligated. This CLIN is Cost Reimbursable. No fee associated. Contractor's applicable overhead only. Contractors shall provide a Travel G&A rate in the space provided under Table B-1, which is to be applied to travel under this CLIN. CLIN Total Price: $90,000.00. This service is incrementally funded. Total incremental funds awarded for CLIN - $x,xxx,000.00. FOB: Destination SIGNAL CODE: A				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004		1	Lot		
OPTION	Travel-DMOC-RDTE COST This CLIN is for travel associated RDT&E Support. Per diem, air fare and all other allowable travel costs shall be reimbursed in accordance with the Federal Acquisition Regulation. Contractor must submit travel requests and receive Government approval prior to performing any actual travel. Contractors are responsible for maintaining and providing upon request travel logs that show travel itinerary and purpose information as well as estimated and actual costs. Contractor must notify Government personnel once 80% of travel funds have been obligated. This CLIN is Cost Reimbursable. No fee associated. Contractor's applicable overhead only. Contractors shall provide a Travel G&A rate in the space provided under Table B-1, which is to be applied to travel under this CLIN. CLIN Total Price: $35,000.00. This service is incrementally funded. Total incremental funds awarded for CLIN - $x,xxx,000.00. FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005 OPTION	DMOC Ex & Training (O&M) LH This CLIN is for External O&M Support that is more appropriate to be priced in a labor hour format. Labor Rates are established in Table B-1. Quantity and labor types are to be negotiated. Deemed appropriate for surge efforts beyond core contract O&M support. Pricing will be IAW Pre-Priced agreement listed on Table B-1. This CLIN has a not to exceed value of: $879,000.00. This service is incrementally funded. Total incremental funds awarded for CLIN - $0.00. FOB: Destination	1	Lot		
				TOT ESTIMATED PRICE CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006 OPTION	DMOC Ex & Training (RDT&E) LH This CLIN is for External RDT&E Support that is more appropriate to be priced in a labor hour format. Labor Rates are established in Table B-1. Quantity and labor types are to be negotiated. Deemed appropriate for surge efforts beyond core contract RDT&E support. Pricing will be IAW Pre-Priced agreement listed on Table B-1. This CLIN has a not to exceed value of: $293,000.00. This service is incrementally funded. Total incremental funds awarded for CLIN - $0.00. FOB: Destination	1	Lot		
				TOT ESTIMATED PRICE CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007 OPTION	Travel-DMOC-CSP COST This CLIN is for travel associated CSP Support. Per diem, air fare and all other allowable travel costs shall be reimbursed in accordance with the Federal Acquisition Regulation. Contractor must submit travel requests and receive Government approval prior to performing any actual travel. Contractors are responsible for maintaining and providing upon request travel logs that show travel itinerary and purpose information as well as estimated and actual costs. Contractor must notify Government personnel once 80% of travel funds have been obligated. This CLIN is Cost Reimbursable. No fee associated. Contractor's applicable overhead only. Contractors shall provide a Travel G&A rate in the space provided under Table B-1, which is to be applied to travel under this CLIN. CLIN Total Price: $4,500.00. This service is incrementally funded. Total incremental funds awarded for CLIN - $x,xxx,000.00. FOB: Destination	1	Lot		
				ESTIMATED COST	

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
2007	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government
3007	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4005	Destination	Government	Destination	Government
4006	Destination	Government	Destination	Government
4007	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 26-MAR-2019 TO 25-MAR-2020	N/A	705 CTS / DMOC CATERCIA DEWITT 4500 ABERDEEN AVE. SE KIRTLAND NM 87117-5748 505-853-0910 / DSN: 263-0910 FOB: Destination	F2KTAB
0002	POP 26-MAR-2019 TO 25-MAR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2KTAB
0003	POP 26-MAR-2019 TO 25-MAR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2KTAB
0004	POP 26-MAR-2019 TO 25-MAR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2KTAB
0005	POP 26-MAR-2019 TO 25-MAR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2KTAB
0006	POP 26-MAR-2019 TO 25-MAR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2KTAB
0007	POP 26-MAR-2019 TO 25-MAR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2KTAB
0008	POP 26-FEB-2019 TO 25-MAR-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2KTAB
1001	POP 26-MAR-2020 TO 25-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2KTAB
1002	POP 26-MAR-2020 TO 25-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2KTAB
1003	POP 26-MAR-2020 TO 25-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2KTAB
1004	POP 26-MAR-2020 TO 25-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2KTAB
1005	POP 26-MAR-2020 TO 25-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2KTAB

1006	POP 26-MAR-2020 TO 25-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2KTAB
1007	POP 26-MAR-2020 TO 25-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2KTAB
2001	POP 26-MAR-2021 TO 25-MAR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2KTAB
2002	POP 26-MAR-2021 TO 25-MAR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2KTAB
2003	POP 26-MAR-2021 TO 25-MAR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2KTAB
2004	POP 26-MAR-2021 TO 25-MAR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2KTAB
2005	POP 26-MAR-2021 TO 25-MAR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2KTAB
2006	POP 26-MAR-2021 TO 25-MAR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2KTAB
2007	POP 26-MAR-2021 TO 25-MAR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2KTAB
3001	POP 26-MAR-2022 TO 25-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2KTAB
3002	POP 26-MAR-2022 TO 25-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2KTAB
3003	POP 26-MAR-2022 TO 25-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2KTAB
3004	POP 26-MAR-2022 TO 25-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2KTAB
3005	POP 26-MAR-2022 TO 25-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2KTAB
3006	POP 26-MAR-2022 TO 25-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2KTAB
3007	POP 26-MAR-2022 TO 25-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2KTAB
4001	POP 26-MAR-2023 TO 25-MAR-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2KTAB
4002	POP 26-MAR-2023 TO 25-MAR-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2KTAB

4003	POP 26-MAR-2023 TO 25-MAR-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2KTAB
4004	POP 26-MAR-2023 TO 25-MAR-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2KTAB
4005	POP 26-MAR-2023 TO 25-MAR-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2KTAB
4006	POP 26-MAR-2023 TO 25-MAR-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2KTAB
4007	POP 26-MAR-2023 TO 25-MAR-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F2KTAB

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at https://wawf.eb.mil/.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

COMBO

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

N/A

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	F03000
Issue By DoDAAC	FA4890
Admin DoDAAC	FA4890
Inspect By DoDAAC	F2KTAB
Ship To Code	F2KTAB
Ship From Code	____
Mark For Code	____
Service Approver (DoDAAC)	____
Service Acceptor (DoDAAC)	F2KTAB
Accept at Other DoDAAC	____
LPO DoDAAC	____
DCAA Auditor DoDAAC	____
Other DoDAAC(s)	____

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Primary COR/Acceptor: catercia.dewitt.1@us.af.mil
Alternate COR/Acceptor: michael.graebel@us.af.mil alice.wakefield@us.af.mil
Contracts Manager/Specialist: Ryan.livergood.2@us.af.mil , christi.oleary@us.af.mil
Contracting Officer (KO): Eric.lingad@us.af.mil

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

N/A

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) All Contract line item(s) are incrementally funded. For these item(s), the sum is tracked on each individual CLIN and indicateds what is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For items(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract if fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract $--

Tracked on each individual CLIN.

(End of clause)

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5352.201-9101 OMBUDSMAN (AUG 2016)

(a) 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.

(b) 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).

(c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman, Lt Col Aaron D. Judge, OL KC AFICA, 114 Thompson St, Bldg, Room 129, Langley AFB, VA 23665-2769, Telephone: (757)764-5372, FAX: (757)764-4400, Email: aaron.judge@us.af.mil. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/HQ AFICA/AFISRA/SMC ombudsman level, may be brought by the interested party for further consideration to 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. (INTERIM CHANGE: See Policy Memo 14-C-05).

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

(e) 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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5352.209-9000 ORGANIZATIONAL CONFLICT OF INTEREST (OCT 2010)

(a) The following restrictions and definitions apply to prevent conflicting roles which may bias the Contractor's judgment or objectivity, or to preclude the Contractor from obtaining an unfair competitive advantage in concurrent or future acquisitions.

(1) Descriptions or definitions:

"Contractor" means the business entity receiving the award of this contract, its parents, affiliates, divisions and subsidiaries.

"Development" means all efforts towards solution of broadly-defined problems. This may encompass research, evaluating technical feasibility, proof of design and test, or engineering of programs not yet approved for acquisition or operation.

"Proprietary Information" means all information designated as proprietary in accordance with law and regulation, and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited or restricted data, trade secrets, sensitive financial information, and computer software; and may appear in cost and pricing data or involve classified information.

"System" means the system that is the subject of this contract.

"System Life" means all phases of the system's development, production, or support.

"Systems Engineering" means preparing specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design.

"Technical Direction" means developing work statements, determining parameters, directing other Contractors' operations, or resolving technical controversies.

(2) Restrictions: The Contractor shall perform systems engineering and/or technical direction, but will not have overall contractual responsibility for the system's development, integration, assembly and checkout, or production. The parties recognize that the Contractor shall occupy a highly influential and responsible position in determining the system's basic concepts and supervising their execution by other Contractors. The Contractor's judgment and recommendations must be objective, impartial, and independent. To avoid the prospect of the Contractor's judgment or recommendations being influenced by its own products or capabilities, it is agreed that the Contractor is precluded for the life of the system from award of a DoD contract to supply the system or any of its major components, and from acting as a subcontractor or consultant to a DoD supplier for the system or any of its major components.

Identification of Contractor Employees

Each Contractor employee shall, while on duty, wear in plain view on the upper portion of his outer garment a metal or plastic identification badge to be furnished by the Contractor, containing the company name, employee’s name, and the section where the employee works. In addition, all contractor employees shall clearly distinguish

themselves as such in mail, e-mail, and verbal communications. Contractors with access to the base Local Area Network shall include their company name or the designation “Ktr” in their global address.

Data Rights

The government shall acquire unlimited rights to all data and deliverables developed at government expense, under this contract. The contractor shall grant the government unlimited or government purpose rights (as appropriate) to a master file information at any time during performance of the contract. Upon completion of the contract, the contractor shall deliver the appropriate contents of the master file to the government.

Contracting Officer’s Authority

No oral or written statement of any person other than the Contracting Officer will in any manner or degree modify or otherwise affect the terms of this contract. The Contracting Officer is the only person authorized to approve changes in any of the requirements under this contract and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

Continuity of Performance

(a) Continuity of performance and uninterrupted mission support must be maintained during any contract transition without degradation of performance/support occurring. This means the contractor must have sufficient number of fully qualified personnel on the start date of the Basic Period to accomplish the requirements of the contract without adverse mission impact to any area. Such fully qualified personnel shall have the necessary knowledge, skills, and abilities to perform the requirements of the contract.

(b) Prior to contract completion, if applicable, the incumbent shall provide sufficient orientation, training, and equipment/system familiarization information required by the follow-on contractor. The incumbent agrees to cooperate fully with the Government and the follow-on contractor to ensure an orderly transition and continuity is maintained. During the transition period, the contractor shall make available all official files, manuals, charts, records, drawings, and other official documentation that are the property of the government and shall remain on location for use by the government or follow-on contractor during the transition period.

Contractor Responsibility

Contractors operating on AF installations will be responsible to brief and ensure their employees, subcontractors, and suppliers adhere to all traffic rules and regulations. The foreman, job supervisor, and other personnel providing workman leadership will, when possible, insure the workers comply with these rules and regulations. The typical speed limit on Air Force installation is 25 mph; in housing areas it is 15 mph, and in parking lots it is 5 mph. Individuals shall obey all entry procedures. If instructions are given by the Security Police personnel on the entry points (gates), they will be complied with immediately.

The contractor shall be responsible for obtaining any necessary licenses, permits, passports and visas, and for complying with any applicable Federal, State and municipal laws, codes and regulations in connection with the prosecution of this work. He shall be similarly responsible for all injuries to persons or damage to property that

occurs as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

ROK SOFA CLAUSES

INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER U.S. - 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 700-19, which can be found under the "publications" tab on the US Forces Korea omepage 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 Satus 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 700-19).

"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 700-19. 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
700-19. 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 700-19.
(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 700-19, 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) Medical Support

(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 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 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. “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, nonemergency 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 clause.

(End of Clause)

CONTINGENCY CONDITIONS CLAUSE
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 700-19, which can be found under the “publications” tab on the US Forces Korea homepage 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 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 700-19).
"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 clause 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)

(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 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.

(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 clause 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 as specified in the contract. In the Republic of Korea, all contractor employees subject to this clause 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 deployment center designated in the contract, 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 clause. 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 700-19).

(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 clause. 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 700-19) 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.

(i) Military clothing and protective equipment.

(1) Contractor personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause 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.

(2) 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.

(3) 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.

(4) 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.

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

(v) Persons subject to this clause 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 clause 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 clause.

(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 clause, 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 GFE, 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.

(End of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.204-2	Security Requirements	AUG 1996
52.204-7	System for Award Management	OCT 2016
52.204-8	Annual Representations and Certifications	JAN 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-14	Limitations On Subcontracting	JAN 2017
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-29	Notification Of Visa Denial	APR 2015
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	AUG 2018
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014

52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.233-1	Disputes	MAY 2014
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.243-1 Alt III	Changes--Fixed Price (Aug 1987) - Alternate III	APR 1984
52.245-9	Use And Charges	APR 2012
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-0001	Payment Instructions March 2018	JUN 2018
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7041	Correspondence in English	JUN 1997
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011

252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2016
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7007	Liability and Insurance	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (NOV 2013)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

(a) The solicitation, or amended solicitation, provides a different definition;

(b) The contracting parties agree to a different definition;

(c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or

(d) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(End of clause)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained

before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 Calendar Days.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 Calendar Days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 Calendar Days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed established base period and all prepriced option periods (including 6 months allowable under 52.217-8).

(End of clause)

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

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

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

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

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

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

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

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at http://www.sba.gov/content/table-small-business-size-standards.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The
Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code **541715**- assigned to contract number .

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

(End of clause)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS. (AUG 2018)

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

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror—

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any

transaction that exceeds $3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

52.229-10 STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (APR 2003)

(a) Within thirty (30) days after award of this contract, the Contractor shall advise the State of New Mexico of this contract by registering with the State of New Mexico, Taxation and Revenue Department, Revenue Division, pursuant to the Tax Administration Act of the State of New Mexico and shall identify the contract number.

(b) The Contractor shall pay the New Mexico gross receipts taxes, pursuant to the Gross Receipts and Compensating Tax Act of New Mexico, assessed against the contract fee and costs paid for performance of this contract, or of any part or portion thereof, within the State of New Mexico. The allowability of any gross receipts taxes or local option taxes lawfully paid to the State of New Mexico by the Contractor or its subcontractors will be determined in accordance with the Allowable Cost and Payment clause of this contract except as provided in paragraph (d) of this clause.

(c) The Contractor shall submit applications for Nontaxable Transaction Certificates, Form CSR-3C, to the State of New Mexico Taxation and Revenue Department, Revenue Division, P.O. Box 630, Santa Fe, New Mexico 87509. When the Type 15 Nontaxable Transaction Certificate is issued by the Revenue Division, the Contractor shall use these certificates strictly in accordance with this contract, and the agreement between the ___ and the New Mexico Taxation and Revenue Department.

(d) The Contractor shall provide Type 15 Nontaxable Transaction Certificates to each vendor in New Mexico selling tangible personal property to the Contractor for use in the performance of this contract. Failure to provide a Type 15 Nontaxable Transaction Certificate to vendors will result in the vendor's liability for the gross receipt taxes and those taxes, which are then passed on to the Contractor, shall not be reimbursable as an allowable cost by the Government.

(e) The Contractor shall pay the New Mexico compensating user tax for any tangible personal property which is purchased pursuant to a Nontaxable Transaction Certificate if such property is not used for Federal purposes.

(f) Out-of-state purchase of tangible personal property by the Contractor which would be otherwise subject to compensation tax shall be governed by the principles of this clause. Accordingly, compensating tax shall be due from the contractor only if such property is not used for Federal purposes.

(g) The ___ may receive information regarding the Contractor from the Revenue Division of the New Mexico Taxation and Revenue Department and, at the discretion of the ___ may participate in any matters or proceedings pertaining to this clause or the above-mentioned Agreement. This shall not preclude the Contractor from having its own representative nor does it obligate the ___ to represent its Contractor.

(h) The Contractor agrees to insert the substance of this clause, including this paragraph (h), in each subcontract which meets the criteria in 29.401-4(b)(1) through (3) of the Federal Acquisition Regulation, 48 CFR Part 29.

(i) Paragraphs (a) through (h) of this clause shall be null and void should the Agreement referred to in paragraph (c) of this clause be terminated; provided, however, that such termination shall not nullify obligations already incurred prior to the date of termination. (*Insert appropriate agency name in blanks)

(End of clause)

52.232-22 LIMITATION OF FUNDS (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or, (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the

contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of (1) the amount previously allotted by the Government or, (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

None

(End of clause)

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

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

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

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

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

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

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

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at http://www.archives.gov/cui/registry/category-list.html, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

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

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

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

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

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

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

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

Rapidly report means within 72 hours of discovery of any cyber incident.

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

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

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

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

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, ``Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations'' (available via the internet at http://dx.doi.org/10.6028/NIST.SP.800-171) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon aspractical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (https://www.fedramp.gov/resources/documents/) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

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

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

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

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

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

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

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

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

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

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

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

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor (``recipient'') that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

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

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

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

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to--

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (NOV 2012)

(a) 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
(2) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.
(b) The contracting officer may, by written order, direct 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.
(c) 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.
(End of clause)

5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (Nov 2012)
(a) The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on 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.
(b) 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. The letter will also specify the individual(s) authorized to sign for a request for base 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 for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and any other requirements Security team requires to obtain a vehicle pass.

(c) 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.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with Performance Work Statement (PWS) and appropriate security guidance regulations citing the appropriate paragraphs as applicable.
(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.
(f) Failure to comply with these requirements may result in withholding of final payment.

5352.242-9001 COMMON ACCESS CARDS (CACs) FOR CONTRACTOR PERSONNEL (NOV 2012)

(a) 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:

(1) Require logical access to Department of Defense computer networks and systems in either:

(i) the unclassified environment; or

(ii) the classified environment where authorized by governing security directives.

(2) Perform work which requires the use of a CAC for installation entry control or physical access to facilities and buildings.

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

(1) 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.

(2) 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)).

(c) 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.

(d) During the performance period of the contract, the contractor shall:

(1) 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;

(2) 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;

(3) Return CACs in accordance with local policy/directives within 7 working days following a CACs expiration date; and

(4) Report lost or stolen CACs in accordance with local policy/directives.

(e) 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.

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

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

Attachment	Document Name	Date	Pages
1.	DD Form 254 (Draft)	----	4
2.	Performance Work Statement (PWS)	7 Nov 18	40
3.	Pre-Performance (Industry) Day Info	----	1
4.	Q-A Matrix Spreadsheet	----	1
5.	Pricing Spreadsheets	----	----

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS TO OFFERORS
Instructions to Offerors

1.0 GENERAL INSTRUCTIONS

1.1. This section of the RFP provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal volumes. The offeror's proposal must include all data and information requested in the RFP. The offeror shall comply with the solicitation requirements as stated and the PWS. The offeror's proposal must reflect a thorough understanding of the services required and display a logical development of the offeror's plans to implement all tasks.

1.2. ONLY THE MINIMUM AMOUNT OF INFORMATION REQUIRED TO PROVIDE FOR PROPER EVALUATION IS REQUESTED. EFFORTS SHOULD BE MADE TO KEEP OFFERS AS CONCISE AS POSSIBLE WITH THE EMPHASIS BEING ON PROVIDING INFORMATION ESSENTIAL FOR PROPER EVALUATION. The proposal shall be clear, concise, and include sufficient detail to provide for adequate evaluation and for substantiation of the validity of stated claims. Submitted documents must contain adequate information to enable the evaluation board to fully ascertain offerors capability to perform contract requirements, must meet the requirements of the RFP, and must address the evaluation factors for award.

1.3. Proposals shall not contain classified information. All information contained in the proposal that an offeror feels is proprietary should be labeled "Source Selection Information-See FAR 2.101 and 3.104."

1.4. A Pre-Performance Meeting is anticipated for Industry for 20 November 2018. See attached data sheet for additional visitor details.

2.0 FORMAL COMMUNICATIONS

2.1. Questions regarding the Request for Proposal must be submitted in writing via email to Ryan Livergood (KS) **ryan.livergood.2@us.af.mil** and Eric J. Lingad (KO) **eric.lingad@us.af.mil,** no later than 4 December 2018. Responses to questions will be sent by email to all contractors no later than 12 December 2018.

2.2. Remarks and Explanations. Any oral statements by Government representatives shall not be binding upon the Government; the KO will make all necessary changes in writing via an amendment if required. If an offeror discovers discrepancies or omissions in any portion of the solicitation, the matter should be submitted in writing and provided to the KO as soon as the discrepancy is noted or not later than five (5) days prior to the proposal due date.

3.0 SUBMISSION OF PROPOSALS

3.1. The proposal shall be emailed to the POC's listed in paragraph 2.0 above.

3.2. Proposals must be received no later than specified in the solicitation.

3.3. Offerors are cautioned to strictly comply with all instructions within this solicitation to ensure submission of a complete proposal. Failure to furnish a complete proposal at the time of proposal submission may result in the proposal being considered non-responsive to the Government and eliminated from consideration for award. By submission of its offer, the offeror accedes to all solicitation requirements, including terms and conditions and technical requirements, in addition to those identified as evaluation factors or criterion.

4.0 AMENDMENTS

4.1. Offerors shall acknowledge awareness of all amendments to the solicitation via email.

5.0 PRICE COMPETITION

5.1. The KO has determined there is a high probability of adequate price competition for this acquisition so offerors are cautioned to submit their best pricing and technical information up-front. Upon examination of the initial offers, and if in the KO's opinion, adequate price competition exists, no additional cost information will be requested and certification under FAR 15.406-2 will not be required. However, if at any time the KO determines that adequate price competition no longer exists, offerors may be required to submit other than cost and pricing data to the extent necessary for the KO to determine the reasonableness and affordability of the proposed price.

6.0 PROPOSAL PREPARATION INSTRUCTIONS

6.1. The following instructions prescribe the format for proposals, and describe the approach to be used for the development and presentation of the proposal data. The proposal shall include all of the information requested in the specific instructions. Failure to include all information requested may adversely affect the evaluation and may result in a determination that the proposal is non-responsive. A proposal that merely reiterates or promises to accomplish the requirements of the PWS will be considered unacceptable. A proposal that is orderly and sufficiently documented will enable the Government to easily understand the proposal and perform a thorough and fair evaluation of it. The Government may incorporate into the contract by reference or full text portions of the successful offeror's proposal as revised and supplemented through a finalized Proposal capturing any revisions submitted in response to the solicitation.

6.2. Proposals Proposal Volumes. Proposals shall be prepared in three (3) separate and distinct volumes:

Volume 1 – Technical
Volume 2 – Past performance
Volume 3 - Price

6.3. Proposal Format. Specific guidance regarding format and content is discussed in the following paragraphs. The Government will only read/evaluate the maximum number of pages allowed. The proposal content shall be formatted as follows:

Text: Single-spaced
Font Size: Microsoft Office Word, Times New Roman, 12 font
Margins: One Inch (l ") left, right, top andbottom
Paper Size: 8.5" x 11"
Page Numbering: Sequential (i.e., 1 through 50)

Note: The font size requirement does not apply to charts. However, the font size must be reasonable and easily readable.

Electronic files should be saved so that the government can clearly distinguish which file is each volume or document as required.

6.4. Page Limit. Evaluators will only read up to the maximum number of pages specified. All pages

provided by the offeror in excess of the stated limitations will be returned to the offeror unread. The page limitation includes all information, i.e., indices, photographs, appendices, attachments etc. Blank pages, title pages, tables of content, tabs, cover sheets, and transition plan are not included in the page count. Offeror shall submit proposals via email segregated by volume. All files shall be accessible and consistent with Microsoft Office 2000 or later or Adobe PDF Version 8 or earlier. Do NOT submit any documents in PDF format that are copied as " images " or Windows Photo Gallery etc. PDF files shall enable textual search and copy functions. Each volume shall be in a single searchable, editable file and stored in a folder that corresponds to the proposal volume it represents. Each Volume shall be marked "Original".

VOL	TITLE	Page Limit
1	TECHNICAL	120*
2	PAST PERFORMANCE	IAW Factor 2 Eval Criteria
3	PRICE	None

***Transition plan** not included in the 120 page Technical Volume limit.

7.0 INSTRUCTIONS FOR VOLUME 1 - TECHNICAL

7.1. General. To facilitate the evaluation, the technical volume should be specific, detailed, and complete to clearly and fully demonstrate that the offeror has a thorough understanding of the requirements detailed in the PWS. Statements that the offeror understands, can, or will comply with the PWS (including Air Force (AF) publications, technical requirements, etc.); statements paraphrasing the PWS or parts thereof; and phrases such as "standard procedures will be employed" or "well known techniques will be used" etc., will be considered unacceptable. Offerors should note that data submitted prior to the proposal submission including data submitted for current contracts and other solicitations will not be considered in the Government's evaluation. Therefore, such data should not be relied upon nor incorporated in the technical proposal by reference. Offerors shall address the requirements noted in this section by imperative verbs regardless of whether such requirements are preceded by "the offeror shall". The offeror's proposal shall at a minimum be prepared in a form consistent with the technical criteria set forth in attachment 3, Evaluation Criteria for Award, of this solicitation. All information that the offeror deems appropriate to address for this factor and its subfactors must be included in the proposal in an orderly format. Aspects of the offeror's proposed technical proposal that the Evaluation Team (ET) identify may become, at the sole discretion of the Government, part of the contract when awarded, and thereby will become part of the terms and conditions, for the life of the contract.

7.2. The proposal's Technical Volume shall include Offeror's overall approach to meet the requirements detailed in the PWS, Skill Category Descriptions / Qualification Packages including security clearance levels and a Transition Plan.

7.3. Technical Factor Cross-Reference Matrix

As part of Offerors' proposals, a separate cross-reference matrix shall be completed and submitted with Volume I - Technical. All referenced paragraphs include all subsequent subparagraphs (for example, 5.0 includes 5.1, 5.2, 5.2.1, etc.). This is only a tool to assist in the proposal preparation process. Offerors are ultimately responsible for ensuring that their proposal fully addresses all areas and that all requested information is completed in accordance with Addendums of this solicitation. Offerors shall complete the last column of the matrix with paragraph number references from their Technical Volume. Offerors may provide additional references to the other columns as deemed necessary.

8.0 INSTRUCTIONS FOR VOLUME 2 – PAST PERFORMANCE

8.1. The Government will evaluate this factor to assess the offeror's recent and relevant present and past work record to determine confidence in the offeror's probability of successfully performing as proposed. For purposes of this evaluation, the "offeror" includes any joint ventures, subcontractors and/or teaming partners proposed as part of the prime contractor's team under this effort. Offerors must submit teaming/partnering agreements, which can be easily validated as part of the source selection process. As noted, any offeror whose teaming arrangement cannot be validated will not be eligible for award. The Government will evaluate the offeror's recent and relevantly demonstrated record of contract compliance in supplying products and services that meet the user's needs, including quality, cost and schedule.

8.2. See Section M, Evaluation Criteria for Past Performance for specifics.

9.0 INSTRUCTIONS FOR VOLUME 3 – PRICE

9.1. Insert pricing using the Solicitation and appropriate Excel file that annotates each CLIN and its associated price provided for all Firm-Fixed-Price (FFP) Contract Line Item Numbers (CLINs) including all options and allowable travel handling rates percentage for each CLIN (including options). The contractor shall also provide fully-burdened labor rates for each labor category listed under Table B-1. The Government will establish the not to exceed cost ceiling for the Cost-Reimbursable Travel and Labor-hour CLINs.

9.2. Include any additional price discounts that may be offered.

10.0 DEBRIEFING OF OFFERORS

10.1. Debriefings are conducted with the goal of identifying to unsuccessful offerors where changes can be made to improve future source selection participation.

10.2. Successful or unsuccessful offerors may request debriefings by providing a written request to the Procuring KO. Debriefings shall be conducted in accordance with FAR l 5.505(a) (I) for pre-award debriefings and FAR 15.506(d) for post-award debriefings.

11.0 DISPOSITION OF UNSUCCESSFUL PROPOSALS

11.1. In compliance with FAR Subpart 4.8, the Government will retain one copy of all unsuccessful proposals.

12.0 CONTRACT SECURITY CLASSIFICATION SPECIFICATION

12.1. The DD Form 254, Contract Security Classification Specification, (attached to this solicitation) will be applicable to any contract awarded as a result of this solicitation and completed upon notification of contract award.

SECTION M of the Solicitation - EVALUATION METHODOLOGY and CRITERIA FACTORS FOR AWARD

1. BASIS OF AWARD

a. This competitive best value Trade-off source selection will be conducted using FAR Part 15. The Government will make one award resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

b. Factor ratings and assessments will focus on each proposal's technical strengths, deficiencies, and the proposals management approach. This may result in an award being made to a higher rated, higher priced offeror where the decision is consistent with the evaluation factors and the Source Selection Authority (SSA) determines that the technical superiority and/or superior past performance of the higher priced offeror outweighs the price difference. The SSA bases the source selection decision on an integrated assessment of the evaluation factors and subfactors. While the Government evaluation team and the SSA will strive for maximum objectivity, the source selection process, by its nature, is subjective; therefore, professional judgment is implicit throughout the entire process.

c. In the case of offerors for which there is no information on past contract performance or where past contract performance information is not available, the Offeror may not be evaluated favorably or unfavorably on the factor of past contract performance (see FAR 15.305(a)(2)(iv).) In this case, the Offeror's past performance is unknown and assigned a performance confidence rating of "Neutral Confidence. A "Substantial Confidence" or "Satisfactory Confidence" past performance rating may be worth more than a "Neutral Confidence" past performance rating in this solicitation.

d. Total evaluated price will consist of the sum of all FFP and CR Travel CLINs, for phase-in, the base period and all option periods, plus 50% of the fourth option year IAW FAR Clause 52.217-8 (offerors shall not include pricing in their proposal for this clause.) The total Government established not-to-exceed (NTE) ceiling amounts for travel CLINS will be multiplied by the offeror's proposed travel handling rate percentage to provide total travel costs.

e. As set forth in Section 6, the Government intends to award without discussions IAW FAR 52.215-1. The Government may make a final determination as to whether the offeror's proposal is the best value solely on the basis of the initial proposal as submitted. Accordingly, offerors are advised to submit initial proposals that are fully and clearly acceptable without additional information. Should the Government determine it is in their best interest to open and conduct discussions, discussion will be held only with those

offerors determined to be in the competitive range. The competitive range will be comprised of the most highly rated proposals based on the ratings of each offeror's, technical, past performance, and price proposals.

f. If the Government holds discussions, the Government may issue evaluation notices to offerors in the competitive range. Formal responses to evaluation notices and final proposal revisions will be considered in making the source selection decision for award.

g. Final Proposal Revisions (FPRs) will be requested from each offeror in the competitive range at the conclusion of discussions. Any revision or non-concurrence to contract terms and conditions submitted in the submitted FPR may not be subject to further discussion or negotiation. This provision is not intended to restrict the offeror's opportunity to revise figures (e.g., prices, discounts, percentages, rates, etc.); rather, it is intended to preclude any misunderstandings by the Government which could result if new or revised terms and conditions are submitted in the FPR that have not been fully disclosed, discussed and understood during discussions. Hence, such new or revised terms and conditions are not solicited and, if submitted in the FPR, may render the offer unacceptable to the Government.

2. EVALUATION FACTORS AND METHODOLOGY

a. Proposals will be evaluated using three factors which are as follows: (1) Technical Capability, (2) Past Performance, and (3) Price. In terms of the hierarchy of importance, the following factors are listed in decreasing order of importance: Technical Capability is most important and significantly more important than past performance and price. Past Performance is more important than price. Price is the least important. The Technical and Past Performance Factors, when combined, are significantly more important than price, however price will contribute substantially to the award decision. Furthermore, there are two Sub-factors within the Technical Capability Factor: Sub-Factor (A) Technical Approach and Sub-Factor (B) Management Approach. Technical Capability Sub-factor (A) is significantly more important than Sub-factor (B). The greater the equality of technical proposals the more important price becomes in selecting the best value for the Government.

b. As a basis for award, price is of the least importance. Therefore, the Government reserves the right to award to other than the lowest proposed price. Price is not expected to be the most significant factor in the selection of an offeror for this solicitation; however, the degree of importance of price as a factor could become greater depending upon the equality of the proposals for the other factors evaluated. When competing proposals are evaluated and determined to be equal, total price and other price factors would become the most significant factor. Prices will be evaluated to determine if the proposed price is reasonable and to assess the offeror's understanding of the solicitation. Any inconsistency, whether real or apparent, between technical and price must be clearly explained in the price proposal. For example, if unique and innovative approaches are the basis for an abnormally priced cost estimate, the nature of these approaches and their impact on price must be completely documented. The burden of proof of price credibility rests solely with the offeror. Price

proposals will not be rated or scored. The Government will make a subjective evaluation to determine if the offeror's technical approach and proposed price represents the greatest value to the Government.

3. EVALUATION FACTORS

a. The technical capability factor and associated subfactors shall receive a combined technical and risk rating in correlation with the strengths, weaknesses, and deficiencies in the offeror's proposal. Technical/Risk ratings will be assessed at the subfactor and Aspect level and overall factor-level ratings will not be assigned. In order to be eligible for award, offerors are required to meet all aspects of the technical subfactors and receive a minimum "Green" combined Technical/Risk Rating.

b. Combined Technical/Risk Ratings. The ratings evaluates the quality of the offeror's solution for meeting the Government's requirements and the degree to which the offeror's proposal meets or does not meet the minimum performance, capability requirements, and/or considers potential for disruption of schedule, increased costs or degradation of performance, the need for increased government oversight, or the likelihood of unsuccessful contract performance based on offeror's identified approach and/or processes. If an offeror's proposal demonstrates a material failure to meet a Government requirement, this is a deficiency in the offeror's proposal resulting in a Red/Unacceptable rating and the proposal is not awardable. The severity of the deficiency will determine if the offeror will be able to correct the deficiency through discussions. The definitions for technical ratings are IAW Table 3 of the DoD Source Selection Procedures and are listed below.

TABLE 1
COMBINED TECHNICAL/RISK RATINGS

COLOR RATING	ADJECTIVAL RATING	DESCRIPTION
Blue	**Outstanding**	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Purple	**Good**	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Green	**Acceptable**	Proposal indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Yellow	**Marginal**	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Red	**Unacceptable**	Proposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

4. FACTOR 1 – TECHNICAL Capability

a. SUB-FACTOR A: TECHNICAL Approach

1. **Aspect 1: PWS requirements.** The proposal will be evaluated to ensure the offeror has demonstrated a clear understanding and sound technical approach detailing the ability to plan, organize, and execute overlapping operational and engineering activities simultaneously in an integrated facility for exercises, testing and evaluation. Rapid scenario generation and the ability to integrate new sites and systems will be of high importance.

2. **Aspect 2: Operational Approach.** The proposal will be evaluated to ensure the offeror has demonstrated a clear understanding and sound operational approach with regard to performance of the various operational areas identified within the PWS. This includes the offeror's proposed approach as it relates to training requirements breakdown, development of overall scenario

to simulate current global situations, and integration of the training requirements in context of the scenario

3. **Aspect 3: Engineering Approach.** The proposal will be evaluated to ensure the offeror has demonstrated a clear understanding of the engineering support required for the various engineering areas identified within the PWS including the offeror's process and capability to properly translate operational training requirements into technical requirements for simulated training implementation.

4. **Aspect 4: Interoperability.** The proposal will be evaluated to ensure the offeror has demonstrated a clear understanding and approach for planning and conducting tests in support of validating system and interoperability requirements

5. **Aspect 5: Controlled Interface (CI) / Multinational Information Sharing (MNIS).** The proposal will be evaluated to ensure the offeror has demonstrated a clear understanding and approach to support CI / MNIS operations.

b. **SUB-FACTOR B – MANAGEMENT APPROACH**

1. **Aspect 1: Effective Management of Personnel Resources.** The offeror's proposal clearly demonstrates effective management of personnel resources. This aspect is met when the offeror's proposal thoroughly demonstrates clear processes for all of the following:
    a. Proposal clearly defines the duties and responsibility of the Site Manager/Alternate Site Manager.
    b. Proposal demonstrates clear lines of authority and lines of communication between key USAF and contactor personnel.
    c. Proposal provides an organizational chart clearly defining the prime and subcontractor/ partner(s) roles, duties and responsibilities

2. **Aspect 2: Personnel Qualifications.** The offeror's proposed approach provides for personnel that are qualified IAW the PWS requirements. This aspect is met when the offeror's proposal thoroughly demonstrates clear processes for the following:

   Ability to provide and retain personnel with the qualifications set forth in PWS Table 2 – Key Contractor Personnel Categories. Specifically, the contractor shall demonstrate their ability to have

available at contract initiation and maintain through the life of the contract a cadre of personnel with expertise, experience, knowledge, abilities, and clearances to perform the requirements identified in the PWS.

3. **Aspect 3: Export Control Requirements.** The requirement will be met when the offeror demonstrates a clear understanding of export control requirements.

4. **Aspect 4: Transition Plan.** The offeror's proposed approach provides an executable plan and sufficiently addresses Phase-In and Phase-Out per PWS requirements. This aspect is met when the offeror's proposed plan thoroughly covers the following:
    a. A Milestone chart with phased timelines for implementation to ensure transition is completed to support on-time full contract performance.
    b. Personnel are identified for interfacing with the incumbent contractor.
    c. Ability to hire, train and certify non-incumbent personnel in the event that hiring goals are not met.

5. **Aspect 5: Inter-Contractor Cooperation.** The offerors' proposal shall include management methodology and practices in working with multiple contractors concurrently, including associate and/or major subcontractor activities similar to the DMOC team structure which consists of an infrastructure, development, and engineering contractor and a security services contractor.

6. Offerors shall specifically address how Organizational Conflict of Interest (OCI) or appearance thereof will be avoided should any concerns arise in the future.

5. Factor 2 – Past Performance

a. The Government will evaluate this factor to assess the offeror's recent and relevant present and past work record to determine confidence in the offeror's probability of successfully performing as proposed. For purposes of this evaluation, the "offeror" includes any joint ventures, subcontractors and/or teaming partners proposed as part of the prime contractor's team under this effort. Offerors must submit teaming/partnering agreements, which can be easily validated as part of the source selection process. As noted, any offeror whose teaming arrangement cannot be validated will not be eligible for award. The Government will evaluate the offeror's recent and relevantly demonstrated record of contract compliance in supplying products and services that meet the user's needs, including quality, cost and schedule.

b. **Contents.** The offeror shall submit a Past Performance Section containing the following:

Table 2: Past Performance Section Contents		
1	**Table of Contents**	Not to exceed one (1) page
2	**Summary**	Not to exceed two (2) pages See paragraph **5(e)**
3	**Past Performance Information Sheets**	Each PPI not to exceed three (3) pages See Paragraph **5(e)**
4	**Organization Structure Change History**	Not to exceed two (2) pages (bullet format, narrative not required) See paragraph **5(j)**
5	**Consent Letter**	See paragraph **5(l)**

c. Summary. Describe roles of offeror and evidence of subcontractors, teaming partners, and/or joint venture partners requiring past performance information IAW paragraph d. Specifically, the offeror shall submit contracts that show corporate experience in engineering, interoperability, and operation of Live-Virtual-Constructive (LVC) DMO training environments used to train DoD and/or Coalition warfighters.

d. Past and Present Performance Information (PPI). The offeror shall submit a maximum of three (3) contract references where they performed as a prime contractor. The offeror shall provide a PPI sheet for each referenced contract. This information is required on the offeror, and any teaming partners that will perform critical functions or more than 20% of this effort. The offeror may also submit PPI sheet for any contract on which they were a sub-contractor performing critical functions or more than 20% of the effort. In the case of offerors for which there is no information on past contract performance or where past contract performance information is not available, the offeror will not be evaluated favorably or unfavorably.

e. Recency Determination. A Recency determination will be made for each PPI reference provided and any additional sources found by the Government (PPI/Other Source). Recency is defined as active contract performance (minimum of 6 months) during the last three (3) years preceding the date of issuance of this solicitation. Contracts that were started prior to this time, but still in effect with active performance (minimum of 6 months) as of three (3) years from the date of this solicitation, will be considered recent. If a PPI reference is determined recent, the Government will evaluate the offeror's performance record during

the entire contract period. NOTE: The Government will not consider performance on an effort that is determined to not be recent.

f. A relevancy determination of the offeror's present and past performance will be made in accordance with the chart below:

Table 3: Relevancy Definitions	
RATING	**DEFINITION**
Very Relevant	Present/past performance effort involved ***essentially the same*** size, scope and magnitude in providing the required positions identified in the PWS
Relevant	Present/past performance effort involved ***similar*** size, scope and magnitude in providing the required positions identified in the PWS
Somewhat Relevant	Present/past performance effort involved ***some*** of the size, scope and magnitude in providing the required positions identified in the PWS.
Not Relevant	Present/past performance effort involved ***little or none*** of the size, scope and magnitude in in providing the required positions identified in the PWS.

i. For each recent and relevant contract evaluated, the Government will evaluate the quality of the work performed. The Government is not bound by the offeror's opinion of its performance or relevance.

ii. The Government evaluation team will conduct an in-depth review and evaluation of performance data obtained to determine how closely the work performed under those efforts relates to this proposed effort. The Government may confirm past and present performance data identified by offerors in the proposals, and may obtain additional performance data from other sources. Past performance information may be obtained through one or more of the following: 1) Past Performance Information Retrieval System (PPIRS); 2) similar systems of other Government departments and agencies; 3) completed questionnaires; and 4) other sources, including commercial sources.

g. Past Performance Assessment. A Past Performance Assessment will be conducted based on past performance provided to include an assessment of the quality of past work efforts (including general trends in contractor performance and source of information

received). An offeror's lack of recent, relevant past performance may receive a determination of "Limited Confidence" or "No Confidence." Each offeror will receive one overall performance rating in accordance with the chart below:

Table 4: Past Performance Assessment Rating Definitions

RATING	DEFINITION
Substantial Confidence	Based on the offeror's performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's performance record, the Government has an expectation that the offeror will successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.
Limited Confidence	Based on the offeror's performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

i. Adverse past performance is defined as past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comments received from sources without a formal rating system. When a relevant performance record indicates performance problems, the Government will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective actions taken (not just planned or promised). The Government may review more recent contracts or performance evaluations to ensure corrective actions have been implemented and to evaluate their effectiveness.

ii. Offerors where there is no recent/relevant performance record available or the offeror's performance record is so sparse that no meaningful assessment rating can be reasonably assigned will receive a "Neutral Confidence" rating for this Past Performance factor as depicted table above.

h. Organizational Structure Change History. To facilitate the Government's past performance evaluation, the offeror shall include a "roadmap" describing any organization

structure changes applicable to this effort.

i. Other Sources. The Government may utilize references other than those identified by offerors in evaluation of offerors' past performance. While the Government may elect to consider data obtained from other sources, the burden of providing accurate and complete, recent and relevant, PPI that demonstrates the ability to perform this requirement rests with the offeror.

j. Subcontractor/Teaming Partner Consent Form. Past performance information concerning subcontractor and teaming partners cannot be disclosed to a private party without the subcontractor's or teaming partner's consent. Because a prime contractor is a private party, the Government will need that consent before disclosing subcontract/teaming partner present and past performance information to the Prime during exchanges. In an effort to assist the Government in assessing your past performance relevancy and confidence, we request that the consent form
(RFP Attachment 6) be completed by the major subcontractors/teaming partners identified in your proposal. The completed consent forms should be submitted as part of your Past Performance Section. The Government evaluators will conduct an in-depth review and evaluation of all performance data either submitted by the offeror or obtained through other Government sources, to determine how closely the work performed under those efforts relates to the proposed effort. NOTE: Any teaming/partnering agreements must be clearly identified. Please provide clear instructions for the government how any teaming/partnering agreement can be validated. A proposal that shows a teaming/partnering agreement that cannot be validated will not be eligible for the award.

6. FACTOR 3 – PRICE

a. Price will be evaluated using techniques established in FAR 15.404-1 to ensure the Government receives a fair, reasonable, and balanced price. This source selection is conducted with the expectation of adequate price competition to ensure awarded price is fair and reasonable. The Government will evaluate proposed prices to determine whether prices reflect a clear understanding of the requirements and are consistent with the various elements of the offeror's Technical Capability Proposal (reasonableness and completeness). An offeror may be determined unawardable if its proposed price is evaluated as unreasonable, or unbalanced.

b. In addition to the price analysis described in FAR 15.404-1(b), an assessment of affordability will be performed on the total evaluated price. Total evaluated price will consist of the sum of all FFP and CR Travel CLINs, for phase-in, the base period and all option periods, plus 50% of the fourth option year IAW FAR Clause 52.217-8 (offerors shall not include pricing in their proposal for this clause). The total Government established not-to-exceed (NTE) ceiling amounts for travel CLINS will be multiplied by the offeror's proposed travel handling rate percentage to provide total travel. This analysis in no way limits the Government's right to award to a higher priced offer, if that offer is determined

affordable and represents the best value, based tradeoffs including benefits associated with any additional costs. Color or adjectival ratings will not be assigned to the Price factor. The techniques and procedures described under
FAR 15.404-1(b) will be the primary means of accomplishing the price analysis, including reasonableness. Price reasonableness will be determined based on a comparison of offerors' total overall evaluated price. Evaluation of the option periods shall not obligate the Government to exercise such option.

c. In addition to the analyses as described in FAR 15.404-1(b), proposals will be analyzed to identify any potential unbalanced pricing (See FAR 15.404-1(g)). If the Government sees a wide variation in proposed contract line item prices, the technical evaluation board will be informed as soon as possible during the initial evaluation of proposals so the appropriate personnel may seek clarity through offeror exchanges. Absent any issues related to the stated requirement, unbalanced pricing may pose an unacceptable risk to the Government and may be a reason to reject an offeror's proposals.

d. There is an expectation of adequate price competition for this requirement; thus, offerors are cautioned to present their best proposal up-front. The offeror's price proposal shall represent the offeror's best effort to respond to the solicitation. In instances where an offeror receives at least a green technical rating, yet proposed prices appear unrealistically low or unreasonably high, offerors may be requested to address this disparity, providing evidence of their capability and/or experience providing similar service(s) at similar price(s). An exceptionally or unrealistically low or unreasonably high offer may pose an unacceptable risk to the Government and may be a reason to reject an offeror's proposal. Any inconsistency, whether real or apparent between promised performance/technical approach and price, shall be explained in the proposal. For example, if the intended use of new and innovative techniques is the basis for an abnormally low price, the nature of these techniques and their impact on the cost or price shall be explained. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required and its financial ability to perform the contract, and may be grounds for the rejection of the proposal.