

| | | | | | |
|--|------|--|-----------------------|--|--------------------------------------|
| SOLICITATION, OFFER AND AWARD | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ➡ | | RATING DO-C9 | PAGE OF PAGES 1 69 |
| 2. CONTRACT NO. | | 3. SOLICITATION NO. FA8307-22-R-0088 | | 4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | 5. DATE ISSUED 28 JUN 2022 |
| 7. ISSUED BY AFLCMC/HNCKA AFLCMC/HNCKA CYBER/NETCENTRIC DIRECTORATE 230 HALL BLVD, STE 114 SAN ANTONIO, TX 78243-7007 DANIELLE A. VEGA 210-925-0723 DANIELLE.VEGA@US.AF.MIL | | CODE FA8307 | | 8. ADDRESS OFFER TO (If other than Item 7) | |
| NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder". | | | | | |
| SOLICITATION | | | | | |
| 9. This is a Small Business 100% Set-Aside and is for Communication Security (COMSEC) Support Services in support of the Saudi Arabia Ministry of Defense Foreign Military Sales case number SR-D-OAG. The proposal shall be submitted in accordance with Section L, I. Proposal Format paragraph B, NLT 4:00PM CST, 28 July 2022. Late offer subject to the late proposal provisions incorporated herein. All other provisions, representations, certifications, and specifications (if any) are attached. The NAICS code is 541513. The Small Business Size Standard is \$32.5M. | | | | | |
| ***Subject to Availability of Funds*** | | | | | |
| 10. FOR INFORMATION CALL: ➡ | | A. NAME QUINELLA M. PURKS | | B. TELEPHONE (Include area code) (NO COLLECT CALLS) 210-925-1088 | |
| | | | | C. E-MAIL ADDRESS quinella.purks.1@us.af.mil | |
| 11. TABLE OF CONTENTS | | | | | |
| (√) | SEC. | DESCRIPTION | PAGE(S) | (√) | SEC. |
| √ | A | DESCRIPTION OF THE SCHEDULE | | √ | K |
| √ | B | DESCRIPTION OF CONTRACT | | √ | L |
| √ | C | DESCRIPTION OF SERVICES AND PRICES/COSTS | | √ | M |
| √ | D | DESCRIPTION/SPECS./WORK STATEMENT | 36 | √ | J |
| √ | E | PACKAGING AND MARKING | 37 | √ | K |
| √ | F | INSPECTION AND ACCEPTANCE | 39 | √ | L |
| √ | G | DELIVERIES OR PERFORMANCE | 41 | √ | M |
| √ | H | CONTRACT ADMINISTRATION DATA | | √ | N |
| √ | I | SPECIAL CONTRACT REQUIREMENTS | | √ | O |
| OFFER (Must be fully completed by offeror) | | | | | |
| NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period. | | | | | |
| 12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. | | | | | |
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) ➡ | | 10 CALENDAR DAYS % | 20 CALENDAR DAYS % | 30 CALENDAR DAYS % | CALENDAR DAYS % |
| 14. ACKNOWLEDGEMENTS OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: | | AMENDMENT NO. | DATE | AMENDMENT NO. | DATE |
| 15A. NAME AND ADDRESS OF OFFEROR | | CODE | FACILITY | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | |
| 15B. TELEPHONE NO. (Include area code) | | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. | | 17. SIGNATURE | 18. OFFER DATE |
| AWARD (To be completed by Government) | | | | | |
| 19. ACCEPTED AS TO ITEMS NUMBERED | | 20. AMOUNT | | 21. ACCOUNTING AND APPROPRIATION | |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) () | | | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ➡ | |
| 24. ADMINISTERED BY (If other than Item 7) CODE | | | | 25. PAYMENT WILL BE MADE BY CODE | |
| 26. NAME OF CONTRACTING OFFICER (Type or print) | | | | 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) | |
| | | | | 28. AWARD DATE | |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS UNUSABLE

ConWrite Version 7.6.2200
Created 28 Jun 2022 3:54 PM

STANDARD FORM 33 (REV. 9-97)
Prescribed by GSA
FAR (48 CFR) 53.21(c)

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|------|----------------------|-------------------|---------------------------------|
|------|----------------------|-------------------|---------------------------------|

| | | | |
|-------------|--|-------------|--|
| 0001 | | 1 Months | |
|-------------|--|-------------|--|

Noun: TRANSITION/PHASE-IN
PSC: R426
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

This contract requires a one (1) month Phase-In as stated in the Performance Work Statement, paragraph 3.7 prior to the start of contract performance on 01 January 2023.

0002

Noun: COMSEC SECURITY SUPPORT (BASE PERIOD)
NSN: N - Not Applicable

Descriptive Data:

LOA CASE# SR-D-OAG

The Contractor shall provide COMSEC Support Services (Primary and Alternate Custodians) for Saudi Arabia in accordance with Section J, Attachment 1, Performance Work Statement (PWS) for the Communications Security (COMSEC) Program for the Government of Saudi Arabia.

Period of Performance: 01 January 2023 - 30 November 2024

Per DFARS Clause 252.232-7003, use of electronic payment requests is mandatory. Contractor invoices shall be prepared in accordance with Wide Area Workflow (WAWF) Instructions in DFARS 252.232-7006.

Acceptance of services (per month) will be accomplished after receipt of Contractor's monthly report and the certification of Contractor's invoice by AFLCMC/HNCCPF through WAWF. The Contracting Officer's Representative (COR) located in AFLCMC/HNCCPF is authorized to approve invoices in WAWF for payment.

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|------|----------------------|-------------------|---------------------------------|
|------|----------------------|-------------------|---------------------------------|

| | | | |
|---------------|--|--------|-------|
| 0002AA | | 23 | _____ |
| | | Months | _____ |

Noun: COMSEC MANAGER (PRIMARY) (BASE PERIOD)
PSC: R426
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

The negotiated unit price for this COMSEC Service SubCLIN is effective for the entire twenty-three (23) month period of performance.

Period of Performance: 01 January 2023 - 30 November 2024

Monthly Dollar Amount: \$_____

CLIN0002AA Total Dollar Amount: \$_____

| | | | |
|---------------|--|--------|-------|
| 0002AB | | 23 | _____ |
| | | Months | _____ |

Noun: COMSEC MANAGER (ALTERNATE 1) (BASE PERIOD)
PSC: R426
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

The negotiated unit price for this COMSEC Service SubCLIN is effective for the entire twenty-three (23) month period of performance.

Period of Performance: 01 January 2023 - 30 November 2024

Monthly Dollar Amount: \$_____

CLIN 0002AB Total Dollar Amount: \$_____

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|------|----------------------|-------------------|---------------------------------|
|------|----------------------|-------------------|---------------------------------|

| | | | |
|---------------|--|--------|-------|
| 0002AC | | 23 | _____ |
| | | Months | _____ |

Noun: COMSEC MANAGER (ALTERNATE 2) (BASE PERIOD)

PSC: R426

NSN: N - Not Applicable

Contract type: J - FIRM FIXED PRICE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

The negotiated unit price for this COMSEC Service SubCLIN is effective for the entire twenty-three (23) month period of performance.

Period of Performance: 01 January 2023 - 30 November 2024

Monthly Dollar Amount: \$_____

CLIN 0002AC Total Dollar Amount: \$_____

| | | | |
|---------------|--|--------|-------|
| 0002AD | | 23 | _____ |
| | | Months | _____ |

Noun: COMSEC MANAGER (ALTERNATE 3) (BASE PERIOD)

PSC: R426

NSN: N - Not Applicable

Contract type: J - FIRM FIXED PRICE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

The negotiated unit price for this COMSEC Service SubCLIN is effective for the entire twenty-three (23) month period of performance.

Period of Performance: 01 January 2023 - 30 November 2024

Monthly Dollar Amount: \$_____

CLIN 0002AD Total Dollar Amount: \$_____

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|------|----------------------|-------------------|---------------------------------|
|------|----------------------|-------------------|---------------------------------|

| | | | |
|---------------|--|--------|-------|
| 0002AE | | 23 | _____ |
| | | Months | _____ |

Noun: COMSEC MANAGER (ALTERNATE 4) (BASE PERIOD)
PSC: R426
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

The negotiated unit price for this COMSEC Service SubCLIN is effective for the entire twenty-three (23) month period of performance.

Period of Performance: 01 January 2023 - 30 November 2024

Monthly Dollar Amount: \$_____

CLIN 0002AE Total Dollar Amount: \$_____

| | | | |
|---------------|--|--------|-------|
| 0002AF | | 23 | _____ |
| | | Months | _____ |

Noun: COMSEC MANAGER (ALTERNATE 5) (BASE PERIOD)
PSC: R426
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

The negotiated unit price for this COMSEC Service SubCLIN is effective for the entire twenty-three (23) month period of performance.

Period of Performance: 01 January 2023 - 30 November 2024

Monthly Dollar Amount: \$_____

CLIN 0002AF Total Dollar Amount: \$_____

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|------|----------------------|-------------------|---------------------------------|
|------|----------------------|-------------------|---------------------------------|

0003

23

Months

Noun: MOBILIZATION/TRAVEL (BASE PERIOD)

PSC: R426

NSN: N - Not Applicable

Contract type: S - COST

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

LOA CASE# SR-D-OAG

This CLIN recognizes Contractor's cost for Mobilization/Travel expenses associated with the performance of this contract in accordance with Section J, Attachment 1, Performance Work Statement (PWS) for the Communications Security (COMSEC) Program for the Government of Saudi Arabia.

All travel must be in accordance with Federal Acquisition Regulation 31.205-46, Travel Costs and must be approved by the Contracting Officer prior to incurring any costs.

Period of Performance: 01 January 2023 - 30 November 2024

CLIN 0003 is Not to Exceed (NTE)

Per DFARS Clause 252.232-7003, use of electronic payment requests is mandatory. Contractor invoices shall be prepared in accordance with Wide Area Workflow (WAWF) Instructions in DFARS 252.232-7006.

Mobilization/Travel payments will be made upon completion of services and certification of the Contractor's invoice by AFLCMC/HNCCPF through WAWF for each year of the basic performance. The Contracting Officer's Representative (COR) located in AFLCMC/HNCCPF is authorized to approve invoices in WAWF for payment.

CLIN 0003 Total Dollar Amount: \$_____

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|------|----------------------|-------------------|---------------------------------|
|------|----------------------|-------------------|---------------------------------|

| | | | |
|-------------|--|--------------|--|
| 0004 | | 23 Months | |
|-------------|--|--------------|--|

Noun: MONTHLY PERFORMANCE RPT (BASE PERIOD)
PSC: R426
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
 LOA CASE# SR-D-OAG

Not Separately Priced (NSP).

The Contractor shall provide an end of the month performance report throughout the life of the contract in accordance with Section J, Attachment 1, Performance Work Statement (PWS) and Exhibit A, Contract Data Requirements List (CDRL), which outlines any activity, findings, corrective actions, and status of progress.

Period of Performance: 01 January 2023 - 30 November 2024

Contractor format of the performance report is acceptable.

Submission of the monthly performance report shall be within five (5) calendar days after the completion of the month being reported. One copy each of the performance report (via email) shall be provided to AFLCMC/HNCCPF and AFLCMC/HNCK.

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|------|----------------------|-------------------|---------------------------------|
|------|----------------------|-------------------|---------------------------------|

0005

23

Months

Noun: DEMOBILIZATION/TRAVEL (BASE PERIOD)

PSC: R426

NSN: N - Not Applicable

Contract type: S - COST

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

LOA CASE# SR-D-OAG

This CLIN recognizes Contractor's cost for Demobilization/Travel Expenses associated with the performance of this contract in accordance with Section J, Attachment 1, Performance Work Statement (PWS) for the Communications Security (COMSEC) Program for the Government of Saudi Arabia.

All travel must be in accordance with Federal Acquisition Regulation 31.205-46, Travel Costs and must be approved by the Contracting Officer prior to incurring any costs.

Period of Performance: 01 January 2023 - 30 November 2024

CLIN 0005 is Not to Exceed (NTE)

Per DFARS Clause 252.232-7003, use of electronic payment requests is mandatory. Contractor invoices shall be prepared in accordance with Wide Area Workflow (WAWF) Instructions in DFARS 252.232-7006.

Demobilization/Travel payments will be made upon completion of services and certification of the Contractor's invoice by AFLCMC/HNCCPF through WAWF for each year of the basic performance. The Contracting Officer's Representative (COR) located in AFLCMC/HNCCPF is authorized to approve invoices in WAWF for payment.

CLIN 0005 Total Dollar Amount: \$_____

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|------|----------------------|-------------------|---------------------------------|
|------|----------------------|-------------------|---------------------------------|

0006

23

Months

Noun: HOME OFFICE MANAGER (BASE PERIOD)

PSC: R426

NSN: N - Not Applicable

Contract type: J - FIRM FIXED PRICE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

LOA Case# SR-D-OAG

The Contractor shall provide Communications Security (COMSEC) Project Manager for Saudi Arabia, in accordance with Section J, Attachment 1, Performance Work Statement (PWS), for the COMSEC Program for the Government of Saudi Arabia.

Period of Performance: 01 January 2023 - 30 November 2024

Per DFARS Clause 252.232-7003, use of electronic payment requests is mandatory. Contractor invoices shall be prepared in accordance with Wide Area Workflow (WAWF) Instructions in DFARS 252.232-7006.

Acceptance of services (per month) will be accomplished after receipt of the Contractor's monthly report and the certification of the Contractor's invoice by AFLCMC/HNCCPF through WAWF. The Contracting Officer's Representative (COR) located in AFLCMC/HNCCPF is authorized to approve invoices in WAWF for payment.

Monthly Dollar Amount: \$_____

CLIN 0006 Total Dollar Amount: \$_____

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|-------------|---|-------------------|---------------------------------|
| 0007 | <i>Noun:</i> RENT/LEASE OF LODGING (BASE PERIOD) <i>PSC:</i> R426 <i>NSN:</i> N - Not Applicable <i>Contract type:</i> J - FIRM FIXED PRICE <i>Inspection:</i> DESTINATION <i>Acceptance:</i> DESTINATION <i>FOB:</i> DESTINATION <i>Descriptive Data:</i> LOA CASE# SR-D-OAG | 23 Months | _____ |

This CLIN recognizes Contractor costs for Rental/Lease of Lodging for six COMSEC Managers associated with the performance of this contract in accordance with Section J, Attachment 1, Performance Work Statement (PWS) for the Communications Security (COMSEC) Program for the Government of Saudi Arabia.

Payment of Rental/Lease of Lodging is authorized in advance by FAR 32.404(a)(1).

Period of Performance: 01 January 2023 - 30 November 2024

Per DFARS Clause 252.232-7003, use of electronic payment requests is mandatory. Contractor invoices shall be prepared in accordance with Wide Area Workflow (WAWF) Instructions in DFAR 252.232-7006.

Payment will be made upon certification of the Contractor's invoice by AFLCMC/HNCCPF through WAWF for entire performance period in twenty-three (23) monthly billing cycles. The Contracting Officer's Representative (COR), located in AFLCMC/HNCCPF, is authorized to approve invoices for payment.

Yearly Dollar Amount: \$_____

CLIN 0007 Total Dollar Amount: \$_____

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|------|----------------------|-------------------|---------------------------------|
|------|----------------------|-------------------|---------------------------------|

1002

Noun: COMSEC SECURITY SUPPORT (OPT YR 1)
NSN: N - Not Applicable
Descriptive Data:
 LOA CASE# SR-D-OAG

In accordance with FAR Clause 52.217-09, Option to Extend the Term of the Contract (Mar 2000), provided that the Government provides written notice, price will be based on the rates specified in the contract at the time of the extension.

The Contractor shall provide COMSEC Support Services (Primary and Alternate Custodians) for Saudi Arabia in accordance with Section J, Attachment 1, Performance Work Statement (PWS) for the Communications Security (COMSEC) Program for the Government of Saudi Arabia.

Period of Performance:01 December 2024 - 30 November 2025

Per DFARS Clause 252.232-7003, use of electronic payment requests is mandatory. Contractor invoices shall be prepared in accordance with Wide Area Workflow (WAWF) Instructions in DFARS 252.232-7006.

Acceptance of services (per month) will be accomplished after receipt of Contractor's monthly report and the certification of Contractor's invoice by AFLCMC/HNCCPF through WAWF. The Country Line Manager located in AFLCMC/HNCCPF is authorized to approve invoices in WAWF for payment.

1002AA

OPTION CLIN

Noun: COMSEC MANAGER (PRIMARY) (OPT YR 1)
PSC: R426
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

The negotiated unit price for this COMSEC Service SubCLIN is effective for the entire twelve (12) month period of performance.

Period of Performance:01 December 2024 - 30 November 2025

Monthly Dollar Amount: \$

CLIN 1002AA Total Dollar Amount: \$

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|---------------|--|--|---------------------------------|
| 1002AB | OPTION CLIN <i>Noun:</i> <i>PSC:</i> <i>NSN:</i> <i>Contract type:</i> <i>Inspection:</i> <i>Acceptance:</i> <i>FOB:</i> <i>Descriptive Data:</i> The negotiated unit price for this COMSEC Service SubCLIN is effective for the entire twelve (12) month period of performance. Period of Performance:01 December 2024 - 30 November 2025 Monthly Dollar Amount: \$ CLIN 1002AB Total Dollar Amount: \$ | COMSEC MANAGER (ALTERNATE 1) (OPT YR 1) R426 N - Not Applicable J - FIRM FIXED PRICE DESTINATION DESTINATION DESTINATION | |
| 1002AC | OPTION CLIN <i>Noun:</i> <i>PSC:</i> <i>NSN:</i> <i>Contract type:</i> <i>Inspection:</i> <i>Acceptance:</i> <i>FOB:</i> <i>Descriptive Data:</i> The negotiated unit price for this COMSEC Service SubCLIN is effective for the entire twelve (12) month period of performance. Period of Performance:01 December 2024 - 30 November 2025 Monthly Dollar Amount: \$ CLIN 1002AC Total Dollar Amount: \$ | COMSEC MANAGER (ALTERNATE 2) (OPT YR 1) R426 N - Not Applicable J - FIRM FIXED PRICE DESTINATION DESTINATION DESTINATION | |
| 1002AD | OPTION CLIN <i>Noun:</i> <i>PSC:</i> <i>NSN:</i> <i>Contract type:</i> <i>Inspection:</i> <i>Acceptance:</i> <i>FOB:</i> <i>Descriptive Data:</i> The negotiated unit price for this COMSEC Service SubCLIN is effective for the entire twelve (12) month period of performance. Period of Performance:01 December 2024 - 30 November 2025 Monthly Dollar Amount: \$ CLIN 1002AD Total Dollar Amount: \$ | COMSEC MANAGER (ALTERNATE 3) (OPT YR 1) R426 N - Not Applicable J - FIRM FIXED PRICE DESTINATION DESTINATION DESTINATION | |

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|------|----------------------|-------------------|---------------------------------|
|------|----------------------|-------------------|---------------------------------|

| | | | |
|---------------|--|---|--|
| 1002AE | OPTION CLIN | | |
| | <i>Noun:</i> | COMSEC MANAGER (ALTERNATE 4) (OPT YR 1) | |
| | <i>PSC:</i> | R426 | |
| | <i>NSN:</i> | N - Not Applicable | |
| | <i>Contract type:</i> | J - FIRM FIXED PRICE | |
| | <i>Inspection:</i> | DESTINATION | |
| | <i>Acceptance:</i> | DESTINATION | |
| | <i>FOB:</i> | DESTINATION | |
| | <i>Descriptive Data:</i> | | |
| | The negotiated unit price for this COMSEC Service SubCLIN is effective for the entire twelve (12) month period of performance. | | |
| | Period of Performance:01 December 2024 - 30 November 2025 | | |
| | Monthly Dollar Amount: \$ _____ | | |
| | CLIN 1002AE Total Dollar Amount: \$ _____ | | |

| | | | |
|---------------|--|---|--|
| 1002AF | OPTION CLIN | | |
| | <i>Noun:</i> | COMSEC MANAGER (ALTERNATE 5) (OPT YR 1) | |
| | <i>PSC:</i> | R426 | |
| | <i>NSN:</i> | N - Not Applicable | |
| | <i>Contract type:</i> | J - FIRM FIXED PRICE | |
| | <i>Inspection:</i> | DESTINATION | |
| | <i>Acceptance:</i> | DESTINATION | |
| | <i>FOB:</i> | DESTINATION | |
| | <i>Descriptive Data:</i> | | |
| | The negotiated unit price for this COMSEC Service SubCLIN is effective for the entire twelve (12) month period of performance. | | |
| | Period of Performance:01 December 2024 - 30 November 2025 | | |
| | Monthly Dollar Amount: \$ _____ | | |
| | CLIN 1002AF Total Dollar Amount: \$ _____ | | |

| ITEM | SUPPLIES OR SERVICES | Qty | Unit Price |
|------|----------------------|------------|-------------------|
| | | Purch Unit | Total Item Amount |

1003

OPTION CLIN

Noun: MOBILIZATION/TRAVEL (OPT YR 1)
PSC: R426
NSN: N - Not Applicable
Contract type: S - COST
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
 LOA CASE# SR-D-OAG

In accordance with FAR Clause 52.217-09, Option to Extend the Term of the Contract (Mar 2000), provided that the Government provides written notice, price will be based on the rates specified in the contract at the time of the extension.

This CLIN recognizes Contractor's cost for Mobilization/Travel expenses associated with the performance of this contract in accordance with Section J, Attachment 1, Performance Work Statement (PWS) for the Communications Security (COMSEC) Program for the Government of Saudi Arabia.

All travel must be in accordance with Federal Acquisition Regulation 31.205-46, Travel Costs and must be approved by the Contracting Officer prior to incurring any costs.

Period of Performance: 01 December 2024 - 30 November 2025

CLIN 1003 is Not to Exceed (NTE)

Per DFARS Clause 252.232-7003, use of electronic payment requests is mandatory. Contractor invoices shall be prepared in accordance with Wide Area Workflow (WAWF) Instructions in DFARS 252.232-7006.

Mobilization/Travel payments will be made upon completion of services and certification of the Contractor's invoice by AFLCMC/HNCCPF through WAWF for each year of the basic performance. The Country Line Manager located in AFLCMC/HNCCPF is authorized to approve invoices in WAWF for payment.

CLIN 1003 Total Dollar Amount: \$ _____

| ITEM | SUPPLIES OR SERVICES | Qty | Unit Price |
|------|----------------------|------------|-------------------|
| | | Purch Unit | Total Item Amount |

1004

OPTION CLIN

Noun: MONTHLY PERFORMANCE REPORT (OPT YR 1)

PSC: R426

NSN: N - Not Applicable

Contract type: J - FIRM FIXED PRICE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

LOA CASE# SR-D-OAG

In accordance with FAR Clause 52.217-09, Option to Extend the Term of the Contract (Mar 2000), provided that the Government provides written notice, price will be based on the rates specified in the contract at the time of the extension.

Not Separately Priced (NSP).

The Contractor shall provide an end of the month performance report throughout the life of the contract in accordance with Section J, Attachment 1, Performance Work Statement (PWS) and Exhibit A, Contract Data Requirements List (CDRL), which outlines any activity, findings, corrective actions, and status of progress.

Period of Performance:01 December 2024 - 30 November 2025

Contractor format of the performance report is acceptable.

Submission of the monthly performance report shall be within five (5) calendar days after the completion of the month being reported. One copy each of the performance report (via email) shall be provided to AFLCMC/HNCCPF and AFLCMC/HNCK.

| ITEM | SUPPLIES OR SERVICES | Qty | Unit Price |
|------|----------------------|------------|-------------------|
| | | Purch Unit | Total Item Amount |

1005

OPTION CLIN

Noun: DEMOBILIZATION/TRAVEL (OPT YR 1)
PSC: R426
NSN: N - Not Applicable
Contract type: S - COST
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
 LOA Case# SR-D-OAG

In accordance with FAR Clause 52.217-09, Option to Extend the Term of the Contract (Mar 2000), provided that the Government provides written notice, price will be based on the rates specified in the contract at the time of the extension.

This CLIN recognizes Contractor's cost for Demobilization/Travel Expenses associated with the performance of this contract in accordance with Section J, Attachment 1, Performance Work Statement (PWS) for the Communications Security (COMSEC) Program for the Government of Saudi Arabia.

All travel must be in accordance with Federal Acquisition Regulation 31.205-46, Travel Costs and must be approved by the Contracting Officer prior to incurring any costs.

Period of Performance: 01 December 2024 - 30 November 2025

CLIN 1005 is Not to Exceed (NTE)

Per DFARS Clause 252.232-7003, use of electronic payment requests is mandatory. Contractor invoices shall be prepared in accordance with Wide Area Workflow (WAWF) Instructions in DFARS 252.232-7006.

Demobilization/Travel payments will be made upon completion of services and certification of the Contractor's invoice by AFLCMC/HNCCPF through WAWF for each year of the basic performance. The Country Line Manager located in AFLCMC/HNCCPF is authorized to approve invoices in WAWF for payment.

CLIN 1005 Total Dollar Amount: \$ _____

| ITEM | SUPPLIES OR SERVICES | Qty | Unit Price |
|------|----------------------|------------|-------------------|
| | | Purch Unit | Total Item Amount |

| | | | |
|-------------|--------------------------|--------------------------------|--|
| 1006 | OPTION CLIN | | |
| | <i>Noun:</i> | HOME OFFICE MANAGER (OPT YR 1) | |
| | <i>PSC:</i> | R426 | |
| | <i>NSN:</i> | N - Not Applicable | |
| | <i>Contract type:</i> | J - FIRM FIXED PRICE | |
| | <i>Inspection:</i> | DESTINATION | |
| | <i>Acceptance:</i> | DESTINATION | |
| | <i>FOB:</i> | DESTINATION | |
| | <i>Descriptive Data:</i> | | |
| | LOA CASE# SR-D-OAG | | |

In accordance with FAR Clause 52.217-09, Option to Extend the Term of the Contract (Mar 2000), provided that the Government provides written notice, price will be based on the rates specified in the contract at the time of the extension.

The Contractor shall provide Communications Security (COMSEC) Project Manager for Saudi Arabia, in accordance with Section J, Attachment 1, Performance Work Statement (PWS), for the COMSEC Program for the Government of Saudi Arabia.

Period of Performance:01 December 2024 - 30 November 2025

Per DFARS Clause 252.232-7003, use of electronic payment requests is mandatory. Contractor invoices shall be prepared in accordance with Wide Area Workflow (WAWF) Instructions in DFARS 252.232-7006.

Acceptance of services (per month) will be accomplished after receipt of the Contractor's monthly report and the certification of the Contractor's invoice by AFLCMC/HNCCPF through WAWF. The Country Line Manager located in AFLCMC/HNCCPF is authorized to approve invoices in WAWF for payment.

Monthly Dollar Amount: \$_____

CLIN 1006 Total Dollar Amount: \$_____

| ITEM | SUPPLIES OR SERVICES | Qty | Unit Price |
|------|----------------------|------------|-------------------|
| | | Purch Unit | Total Item Amount |

| | | | |
|-------------|--------------------------|----------------------------------|--|
| 1007 | OPTION CLIN | | |
| | <i>Noun:</i> | RENT/LEASE OF LODGING (OPT YR 1) | |
| | <i>PSC:</i> | R426 | |
| | <i>NSN:</i> | N - Not Applicable | |
| | <i>Contract type:</i> | J - FIRM FIXED PRICE | |
| | <i>Inspection:</i> | DESTINATION | |
| | <i>Acceptance:</i> | DESTINATION | |
| | <i>FOB:</i> | DESTINATION | |
| | <i>Descriptive Data:</i> | | |
| | LOA CASE# SR-D-OAG | | |

In accordance with FAR Clause 52.217-09, Option to Extend the Term of the Contract (Mar 2000), provided that the Government provides written notice, price will be based on the rates specified in the contract at the time of the extension.

This CLIN recognizes Contractor costs for Rental/Lease of Lodging for six COMSEC Managers associated with the performance of this contract in accordance with Section J, Attachment 1, Performance Work Statement (PWS) for the Communications Security (COMSEC) Program for the Government of Saudi Arabia.

Payment of Rental/Lease of Lodging is authorized in advance by FAR 32.404(a)(1).

Period of Performance: 01 December 2024 - 30 November 2025

Per DFARS Clause 252.232-7003, use of electronic payment requests is mandatory. Contractor invoices shall be prepared in accordance with Wide Area Workflow (WAWF) Instructions in DFAR 252.232-7006.

Payment will be made upon certification of the Contractor's invoice by AFLCMC/HNCCPF through WAWF for entire performance period (12 months) in 1 yearly billing cycle. The Country Line Manager, located in AFLCMC/HNCCPF, is authorized to approve invoices for payment.

Yearly Dollar Amount: \$_____

CLIN 1007 Total Dollar Amount: \$_____

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|------|----------------------|-------------------|---------------------------------|
|------|----------------------|-------------------|---------------------------------|

2002

Noun: COMSEC SECURITY SUPPORT (OPT YR 2)
NSN: N - Not Applicable
Descriptive Data:
LOA CASE# SR-D-OAG

In accordance with FAR Clause 52.217-09, Option to Extend the Term of the Contract (Mar 2000), provided that the Government provides written notice, price will be based on the rates specified in the contract at the time of the extension.

The Contractor shall provide COMSEC Support Services (Primary and Alternate Custodians) for Saudi Arabia in accordance with Section J, Attachment 1, Performance Work Statement (PWS) for the Communications Security (COMSEC) Program for the Government of Saudi Arabia.

Period of Performance: 01 December 2025 - 30 November 2026

Per DFARS Clause 252.232-7003, use of electronic payment requests is mandatory. Contractor invoices shall be prepared in accordance with Wide Area Workflow (WAWF) Instructions in DFARS 252.232-7006.

Acceptance of services (per month) will be accomplished after receipt of Contractor's monthly report and the certification of Contractor's invoice by AFLCMC/HNCCPF through WAWF. The Country Line Manager located in AFLCMC/HNCCPF is authorized to approve invoices in WAWF for payment.

2002AA

OPTION CLIN

Noun: COMSEC MANAGER (PRIMARY) (OPT YR 2) _____
PSC: R426
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

The negotiated unit price for this COMSEC Service SubCLIN is effective for the entire twelve (12) month period of performance.

Period of Performance: 01 December 2025 - 30 November 2026

Monthly Dollar Amount: \$ _____

CLIN 2002AA Total Dollar Amount: \$ _____

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|------|----------------------|-------------------|---------------------------------|
|------|----------------------|-------------------|---------------------------------|

2002AB **OPTION CLIN** _____
Noun: COMSEC MANAGER (ALTERNATE 1) (OPT YR 2)
PSC: R426
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
The negotiated unit price for this COMSEC Service SubCLIN is effective for the entire twelve (12) month period of performance.

Period of Performance: 01 December 2025 - 30 November 2026

Monthly Dollar Amount: \$ _____

CLIN 2002AB Total Dollar Amount: \$ _____

2002AC **OPTION CLIN** _____
Noun: COMSEC MANAGER (ALTERNATE 2) (OPT YR 2)
PSC: R426
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
The negotiated unit price for this COMSEC Service SubCLIN is effective for the entire twelve (12) month period of performance.

Period of Performance: 01 December 2025 - 30 November 2026

Monthly Dollar Amount: \$ _____

CLIN 2002AC Total Dollar Amount: \$ _____

2002AD **OPTION CLIN** _____
Noun: COMSEC MANAGER (ALTERNATE 3) (OPT YR 2)
PSC: R426
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
The negotiated unit price for this COMSEC Service SubCLIN is effective for the entire twelve (12) month period of performance.

Period of Performance: 01 December 2025 - 30 November 2026

Monthly Dollar Amount: \$ _____

CLIN 2002AD Total Dollar Amount: \$ _____

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|------|----------------------|-------------------|---------------------------------|
|------|----------------------|-------------------|---------------------------------|

2002AE **OPTION CLIN** _____
Noun: COMSEC MANAGER (ALTERNATE 4) (OPT YR 2)
PSC: R426
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
The negotiated unit price for this COMSEC Service SubCLIN is effective for the entire twelve (12) month period of performance.

Period of Performance: 01 December 2025 - 30 November 2026

Monthly Dollar Amount: \$ _____

CLIN 2002AE Total Dollar Amount: \$ _____

2002AF **OPTION CLIN** _____
Noun: COMSEC MANAGER (ALTERNATE 5) (OPT YR 2)
PSC: R426
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
The negotiated unit price for this COMSEC Service SubCLIN is effective for the entire twelve (12) month period of performance.

Period of Performance: 01 December 2025 - 30 November 2026

Monthly Dollar Amount: \$ _____

CLIN 2002AF Total Dollar Amount: \$ _____

| ITEM | SUPPLIES OR SERVICES | Qty | Unit Price |
|------|----------------------|------------|-------------------|
| | | Purch Unit | Total Item Amount |

2003

OPTION CLIN

Noun:

MOBILIZATION/TRAVEL (OPT YR 2)

PSC:

R426

NSN:

N - Not Applicable

Contract type:

S - COST

Inspection:

DESTINATION

Acceptance:

DESTINATION

FOB:

DESTINATION

Descriptive Data:

LOA CASE# SR-D-OAG

In accordance with FAR Clause 52.217-09, Option to Extend the Term of the Contract (Mar 2000), provided that the Government provides written notice, price will be based on the rates specified in the contract at the time of the extension.

This CLIN recognizes Contractor's cost for Mobilization/Travel expenses associated with the performance of this contract in accordance with Section J, Attachment 1, Performance Work Statement (PWS) for the Communications Security (COMSEC) Program for the Government of Saudi Arabia.

All travel must be in accordance with Federal Acquisition Regulation 31.205-46, Travel Costs and must be approved by the Contracting Officer prior to incurring any costs.

Period of Performance: 01 December 2025 - 30 November 2026

CLIN 2003 is Not to Exceed (NTE)

Per DFARS Clause 252.232-7003, use of electronic payment requests is mandatory. Contractor invoices shall be prepared in accordance with Wide Area Workflow (WAWF) Instructions in DFARS 252.232-7006.

Mobilization/Travel payments will be made upon completion of services and certification of the Contractor's invoice by AFLCMC/HNCCPF through WAWF for each year of the basic performance. The Country Line Manager located in AFLCMC/HNCCPF is authorized to approve invoices in WAWF for payment.

CLIN 2003 Total Dollar Amount: \$_____

| ITEM | SUPPLIES OR SERVICES | Qty | Unit Price |
|------|----------------------|------------|-------------------|
| | | Purch Unit | Total Item Amount |

| | | | |
|-------------|--------------------------|---------------------------------------|--|
| 2004 | OPTION CLIN | | |
| | <i>Noun:</i> | MONTHLY PERFORMANCE REPORT (OPT YR 2) | |
| | <i>PSC:</i> | R426 | |
| | <i>NSN:</i> | N - Not Applicable | |
| | <i>Contract type:</i> | J - FIRM FIXED PRICE | |
| | <i>Inspection:</i> | DESTINATION | |
| | <i>Acceptance:</i> | DESTINATION | |
| | <i>FOB:</i> | DESTINATION | |
| | <i>Descriptive Data:</i> | | |
| | LOA CASE# SR-D-OAG | | |

In accordance with FAR Clause 52.217-09, Option to Extend the Term of the Contract (Mar 2000), provided that the Government provides written notice, price will be based on the rates specified in the contract at the time of the extension.

Not Separately Priced (NSP).

The Contractor shall provide an end of the month performance report throughout the life of the contract in accordance with Section J, Attachment 1, Performance Work Statement (PWS) and Exhibit A, Contract Data Requirements List (CDRL), which outlines any activity, findings, corrective actions, and status of progress.

Period of Performance: 01 December 2025 - 30 November 2026

Contractor format of the performance report is acceptable.

Submission of the monthly performance report shall be within five (5) calendar days after the completion of the month being reported. One copy each of the performance report (via email) shall be provided to AFLCMC/HNCCPF and AFLCMC/HNCK.

| ITEM | SUPPLIES OR SERVICES | Qty | Unit Price |
|------|----------------------|------------|-------------------|
| | | Purch Unit | Total Item Amount |

2005

OPTION CLIN

Noun: DEMOBILIZATION/TRAVEL (OPT YR 2)
PSC: R426
NSN: N - Not Applicable
Contract type: S - COST
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
 LOA Case# SR-D-OAG

In accordance with FAR Clause 52.217-09, Option to Extend the Term of the Contract (Mar 2000), provided that the Government provides written notice, price will be based on the rates specified in the contract at the time of the extension.

This CLIN recognizes Contractor's cost for Demobilization/Travel Expenses associated with the performance of this contract in accordance with Section J, Attachment 1, Performance Work Statement (PWS) for the Communications Security (COMSEC) Program for the Government of Saudi Arabia.

All travel must be in accordance with Federal Acquisition Regulation 31.205-46, Travel Costs and must be approved by the Contracting Officer prior to incurring any costs.

Period of Performance: 01 December 2025 - 30 November 2026

CLIN 2005 is Not to Exceed (NTE)

Per DFARS Clause 252.232-7003, use of electronic payment requests is mandatory. Contractor invoices shall be prepared in accordance with Wide Area Workflow (WAWF) Instructions in DFARS 252.232-7006.

Demobilization/Travel payments will be made upon completion of services and certification of the Contractor's invoice by AFLCMC/HNCCPF through WAWF for each year of the basic performance. The Country Line Manager located in AFLCMC/HNCCPF is authorized to approve invoices in WAWF for payment.

CLIN 2005 Total Dollar Amount: \$ _____

| ITEM | SUPPLIES OR SERVICES | Qty | Unit Price |
|------|----------------------|------------|-------------------|
| | | Purch Unit | Total Item Amount |

2006

OPTION CLIN

Noun:

HOME OFFICE MANAGER (OPT YR 2)

PSC:

R426

NSN:

N - Not Applicable

Contract type:

J - FIRM FIXED PRICE

Inspection:

DESTINATION

Acceptance:

DESTINATION

FOB:

DESTINATION

Descriptive Data:

LOA CASE# SR-D-OAG

In accordance with FAR Clause 52.217-09, Option to Extend the Term of the Contract (Mar 2000), provided that the Government provides written notice, price will be based on the rates specified in the contract at the time of the extension.

The Contractor shall provide Communications Security (COMSEC) Project Manager for Saudi Arabia, in accordance with Section J, Attachment 1, Performance Work Statement (PWS), for the COMSEC Program for the Government of Saudi Arabia.

Period of Performance: 01 December 2025 - 30 November 2026

Per DFARS Clause 252.232-7003, use of electronic payment requests is mandatory. Contractor invoices shall be prepared in accordance with Wide Area Workflow (WAWF) Instructions in DFARS 252.232-7006.

Acceptance of services (per month) will be accomplished after receipt of the Contractor's monthly report and the certification of the Contractor's invoice by AFLCMC/HNCCPF through WAWF. The Country Line Manager located in AFLCMC/HNCCPF is authorized to approve invoices in WAWF for payment.

Monthly Dollar Amount: \$_____

CLIN 2006 Total Dollar Amount: \$_____

| ITEM | SUPPLIES OR SERVICES | Qty | Unit Price |
|------|----------------------|------------|-------------------|
| | | Purch Unit | Total Item Amount |

2007

OPTION CLIN

Noun:

RENT/LEASE OF LODGING (OPT YR 2)

PSC:

R426

NSN:

N - Not Applicable

Contract type:

J - FIRM FIXED PRICE

Inspection:

DESTINATION

Acceptance:

DESTINATION

FOB:

DESTINATION

Descriptive Data:

LOA CASE# SR-D-OAG

In accordance with FAR Clause 52.217-09, Option to Extend the Term of the Contract (Mar 2000), provided that the Government provides written notice, price will be based on the rates specified in the contract at the time of the extension.

This CLIN recognizes Contractor costs for Rental/Lease of Lodging for six COMSEC Managers associated with the performance of this contract in accordance with Section J, Attachment 1, Performance Work Statement (PWS) for the Communications Security (COMSEC) Program for the Government of Saudi Arabia.

Payment of Rental/Lease of Lodging is authorized in advance by FAR 32.404(a)(1).

Period of Performance: 01 December 2025 - 30 November 2026

Per DFARS Clause 252.232-7003, use of electronic payment requests is mandatory. Contractor invoices shall be prepared in accordance with Wide Area Workflow (WAWF) Instructions in DFAR 252.232-7006.

Payment will be made upon certification of the Contractor's invoice by AFLCMC/HNCCPF through WAWF for entire performance period (12 months) in 1 yearly billing cycle. The Country Line Manager, located in AFLCMC/HNCCPF, is authorized to approve invoices for payment.

Yearly Dollar Amount: \$_____

CLIN 2007 Total Dollar Amount: \$_____

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|------|----------------------|-------------------|---------------------------------|
|------|----------------------|-------------------|---------------------------------|

3002

Noun: COMSEC SECURITY SUPPORT (OPT YR 3)
NSN: N - Not Applicable
Descriptive Data:
LOA CASE# SR-D-OAG

In accordance with FAR Clause 52.217-09, Option to Extend the Term of the Contract (Mar 2000), provided that the Government provides written notice, price will be based on the rates specified in the contract at the time of the extension.

The Contractor shall provide COMSEC Support Services (Primary and Alternate Custodians) for Saudi Arabia in accordance with Section J, Attachment 1, Performance Work Statement (PWS) for the Communications Security (COMSEC) Program for the Government of Saudi Arabia.

Period of Performance: 01 December 2026 - 30 November 2027

Per DFARS Clause 252.232-7003, use of electronic payment requests is mandatory. Contractor invoices shall be prepared in accordance with Wide Area Workflow (WAWF) Instructions in DFARS 252.232-7006.

Acceptance of services (per month) will be accomplished after receipt of Contractor's monthly report and the certification of Contractor's invoice by AFLCMC/HNCCPF through WAWF. The Country Line Manager located in AFLCMC/HNCCPF is authorized to approve invoices in WAWF for payment.

3002AA

OPTION CLIN

Noun: COMSEC MANAGER (PRIMARY) (OPT YR 3) _____
PSC: R426
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:

The negotiated unit price for this COMSEC Service SubCLIN is effective for the entire twelve (12) month period of performance.

Period of Performance: 01 December 2026 - 30 November 2027

Monthly Dollar Amount: \$ _____

CLIN 3002AA Total Dollar Amount: \$ _____

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|---------------|---|--|---------------------------------|
| 3002AB | OPTION CLIN <i>Noun:</i> <i>PSC:</i> <i>NSN:</i> <i>Contract type:</i> <i>Inspection:</i> <i>Acceptance:</i> <i>FOB:</i> <i>Descriptive Data:</i> The negotiated unit price for this COMSEC Service SubCLIN is effective for the entire twelve (12) month period of performance. Period of Performance: 01 December 2026 - 30 November 2027 Monthly Dollar Amount: \$ CLIN 3002AB Total Dollar Amount: \$ | COMSEC MANAGER (ALTERNATE 1) (OPT YR 3) R426 N - Not Applicable J - FIRM FIXED PRICE DESTINATION DESTINATION DESTINATION | |
| 3002AC | OPTION CLIN <i>Noun:</i> <i>PSC:</i> <i>NSN:</i> <i>Contract type:</i> <i>Inspection:</i> <i>Acceptance:</i> <i>FOB:</i> <i>Descriptive Data:</i> The negotiated unit price for this COMSEC Service SubCLIN is effective for the entire twelve (12) month period of performance. Period of Performance: 01 December 2026 - 30 November 2027 Monthly Dollar Amount: \$ CLIN 3002AC Total Dollar Amount: \$ | COMSEC MANAGER (ALTERNATE 2) (OPT YR 3) R426 N - Not Applicable J - FIRM FIXED PRICE DESTINATION DESTINATION DESTINATION | |
| 3002AD | OPTION CLIN <i>Noun:</i> <i>PSC:</i> <i>NSN:</i> <i>Contract type:</i> <i>Inspection:</i> <i>Acceptance:</i> <i>FOB:</i> <i>Descriptive Data:</i> The negotiated unit price for this COMSEC Service SubCLIN is effective for the entire twelve (12) month period of performance. Period of Performance: 01 December 2026 - 30 November 2027 Monthly Dollar Amount: \$ CLIN 3002AD Total Dollar Amount: \$ | COMSEC MANAGER (ALTERNATE 3) (OPT YR 3) R426 N - Not Applicable J - FIRM FIXED PRICE DESTINATION DESTINATION DESTINATION | |

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|------|----------------------|-------------------|---------------------------------|
|------|----------------------|-------------------|---------------------------------|

3002AE OPTION CLIN _____
Noun: COMSEC MANAGER (ALTERNATE 4) (OPT YR 3)
PSC: R426
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
The negotiated unit price for this COMSEC Service SubCLIN is effective for the entire twelve (12) month period of performance.

Period of Performance: 01 December 2026 - 30 November 2027

Monthly Dollar Amount: \$ _____

CLIN 3002AE Total Dollar Amount: \$ _____

3002AF OPTION CLIN _____
Noun: COMSEC MANAGER (ALTERNATE 5) (OPT YR 3)
PSC: R426
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
The negotiated unit price for this COMSEC Service SubCLIN is effective for the entire twelve (12) month period of performance.

Period of Performance: 01 December 2026 - 30 November 2027

Monthly Dollar Amount: \$ _____

CLIN 3002AF Total Dollar Amount: \$ _____

| ITEM | SUPPLIES OR SERVICES | Qty | Unit Price |
|------|----------------------|------------|-------------------|
| | | Purch Unit | Total Item Amount |

3003

OPTION CLIN

Noun:

MOBILIZATION/TRAVEL (OPT YR 3)

PSC:

R426

NSN:

N - Not Applicable

Contract type:

S - COST

Inspection:

DESTINATION

Acceptance:

DESTINATION

FOB:

DESTINATION

Descriptive Data:

LOA CASE# SR-D-OAG

In accordance with FAR Clause 52.217-09, Option to Extend the Term of the Contract (Mar 2000), provided that the Government provides written notice, price will be based on the rates specified in the contract at the time of the extension.

This CLIN recognizes Contractor's cost for Mobilization/Travel expenses associated with the performance of this contract in accordance with Section J, Attachment 1, Performance Work Statement (PWS) for the Communications Security (COMSEC) Program for the Government of Saudi Arabia.

All travel must be in accordance with Federal Acquisition Regulation 31.205-46, Travel Costs and must be approved by the Contracting Officer prior to incurring any costs.

Period of Performance: 01 December 2026 - 30 November 2027

CLIN 3003 is Not to Exceed (NTE)

Per DFARS Clause 252.232-7003, use of electronic payment requests is mandatory. Contractor invoices shall be prepared in accordance with Wide Area Workflow (WAWF) Instructions in DFARS 252.232-7006.

Mobilization/Travel payments will be made upon completion of services and certification of the Contractor's invoice by AFLCMC/HNCCPF through WAWF for each year of the basic performance. The Country Line Manager located in AFLCMC/HNCCPF is authorized to approve invoices in WAWF for payment.

CLIN 3003 Total Dollar Amount: \$_____

| ITEM | SUPPLIES OR SERVICES | Qty | Unit Price |
|------|----------------------|------------|-------------------|
| | | Purch Unit | Total Item Amount |

3004 **OPTION CLIN**
Noun: MONTHLY PERFORMANCE REPORT (OPT YR 3)
PSC: R426
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
LOA CASE# SR-D-OAG

In accordance with FAR Clause 52.217-09, Option to Extend the Term of the Contract (Mar 2000), provided that the Government provides written notice, price will be based on the rates specified in the contract at the time of the extension.

Not Separately Priced (NSP).

The Contractor shall provide an end of the month performance report throughout the life of the contract in accordance with Section J, Attachment 1, Performance Work Statement (PWS) and Exhibit A, Contract Data Requirements List (CDRL), which outlines any activity, findings, corrective actions, and status of progress.

Period of Performance: 01 December 2026 - 30 November 2027

Contractor format of the performance report is acceptable.

Submission of the monthly performance report shall be within five (5) calendar days after the completion of the month being reported. One copy each of the performance report (via email) shall be provided to AFLCMC/HNCCPF and AFLCMC/HNCK.

| ITEM | SUPPLIES OR SERVICES | Qty | Unit Price |
|------|----------------------|------------|-------------------|
| | | Purch Unit | Total Item Amount |

3005

OPTION CLIN

Noun: DEMOBILIZATION/TRAVEL (OPT YR 3)
PSC: R426
NSN: N - Not Applicable
Contract type: S - COST
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
 LOA Case# SR-D-OAG

In accordance with FAR Clause 52.217-09, Option to Extend the Term of the Contract (Mar 2000), provided that the Government provides written notice, price will be based on the rates specified in the contract at the time of the extension.

This CLIN recognizes Contractor's cost for Demobilization/Travel Expenses associated with the performance of this contract in accordance with Section J, Attachment 1, Performance Work Statement (PWS) for the Communications Security (COMSEC) Program for the Government of Saudi Arabia.

All travel must be in accordance with Federal Acquisition Regulation 31.205-46, Travel Costs and must be approved by the Contracting Officer prior to incurring any costs.

Period of Performance: 01 December 2026 - 30 November 2027

CLIN 3005 is Not to Exceed (NTE)

Per DFARS Clause 252.232-7003, use of electronic payment requests is mandatory. Contractor invoices shall be prepared in accordance with Wide Area Workflow (WAWF) Instructions in DFARS 252.232-7006.

Demobilization/Travel payments will be made upon completion of services and certification of the Contractor's invoice by AFLCMC/HNCCPF through WAWF for each year of the basic performance. The Country Line Manager located in AFLCMC/HNCCPF is authorized to approve invoices in WAWF for payment.

CLIN 3005 Total Dollar Amount: \$ _____

| ITEM | SUPPLIES OR SERVICES | Qty | Unit Price |
|------|----------------------|------------|-------------------|
| | | Purch Unit | Total Item Amount |

3006

OPTION CLIN

Noun: HOME OFFICE MANAGER (OPT YR 3)
PSC: R426
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION
Descriptive Data:
 LOA CASE# SR-D-OAG

In accordance with FAR Clause 52.217-09, Option to Extend the Term of the Contract (Mar 2000), provided that the Government provides written notice, price will be based on the rates specified in the contract at the time of the extension.

The Contractor shall provide Communications Security (COMSEC) Project Manager for Saudi Arabia, in accordance with Section J, Attachment 1, Performance Work Statement (PWS), for the COMSEC Program for the Government of Saudi Arabia.

Period of Performance: 01 December 2026 - 30 November 2027

Per DFARS Clause 252.232-7003, use of electronic payment requests is mandatory. Contractor invoices shall be prepared in accordance with Wide Area Workflow (WAWF) Instructions in DFARS 252.232-7006.

Acceptance of services (per month) will be accomplished after receipt of the Contractor's monthly report and the certification of the Contractor's invoice by AFLCMC/HNCCPF through WAWF. The Country Line Manager located in AFLCMC/HNCCPF is authorized to approve invoices in WAWF for payment.

Monthly Dollar Amount: \$_____

CLIN 3006 Total Dollar Amount: \$_____

| ITEM | SUPPLIES OR SERVICES | Qty | Unit Price |
|------|----------------------|------------|-------------------|
| | | Purch Unit | Total Item Amount |

3007

OPTION CLIN

Noun:

RENT/LEASE OF LODGING (OPT YR 3)

PSC:

R426

NSN:

N - Not Applicable

Contract type:

J - FIRM FIXED PRICE

Inspection:

DESTINATION

Acceptance:

DESTINATION

FOB:

DESTINATION

Descriptive Data:

LOA CASE# SR-D-OAG

In accordance with FAR Clause 52.217-09, Option to Extend the Term of the Contract (Mar 2000), provided that the Government provides written notice, price will be based on the rates specified in the contract at the time of the extension.

This CLIN recognizes Contractor costs for Rental/Lease of Lodging for six COMSEC Managers associated with the performance of this contract in accordance with Section J, Attachment 1, Performance Work Statement (PWS) for the Communications Security (COMSEC) Program for the Government of Saudi Arabia.

Payment of Rental/Lease of Lodging is authorized in advance by FAR 32.404(a)(1).

Period of Performance: 01 December 2026 - 30 November 2027

Per DFARS Clause 252.232-7003, use of electronic payment requests is mandatory. Contractor invoices shall be prepared in accordance with Wide Area Workflow (WAWF) Instructions in DFAR 252.232-7006.

Payment will be made upon certification of the Contractor's invoice by AFLCMC/HNCCPF through WAWF for entire performance period (12 months) in 1 yearly billing cycle. The Country Line Manager, located in AFLCMC/HNCCPF, is authorized to approve invoices for payment.

Yearly Dollar Amount: \$_____

CLIN 3007 Total Dollar Amount: \$_____

NO CLAUSES OR PROVISIONS IN THIS SECTION

NO CLAUSES OR PROVISIONS IN THIS SECTION

NO CLAUSES OR PROVISIONS IN THIS SECTION

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-04 INSPECTION OF SERVICES -- FIXED-PRICE (AUG 1996)

| ITEM | SUPPLIES SCHEDULE DATA | QTY | SHIP TO | MARK FOR | TRANS PRI | DATE |
|---------------|------------------------|--|---------|----------|-----------|-------------|
| 0001 | | 1 | F2MTN7 | F2MTN7 | | 31 Dec 2022 |
| | <i>Noun:</i> | TRANSITION/PHASE-IN | | | | |
| 0002AA | | 23 | F2MTN7 | F2MTN7 | | 30 Nov 2024 |
| | <i>Noun:</i> | COMSEC MANAGER (PRIMARY) (BASE PERIOD) | | | | |
| 0002AB | | 23 | F2MTN7 | F2MTN7 | | 30 Nov 2024 |
| | <i>Noun:</i> | COMSEC MANAGER (ALTERNATE 1) (BASE PERIOD) | | | | |
| 0002AC | | 23 | F2MTN7 | F2MTN7 | | 30 Nov 2024 |
| | <i>Noun:</i> | COMSEC MANAGER (ALTERNATE 2) (BASE PERIOD) | | | | |
| 0002AD | | 23 | F2MTN7 | F2MTN7 | | 30 Nov 2024 |
| | <i>Noun:</i> | COMSEC MANAGER (ALTERNATE 3) (BASE PERIOD) | | | | |
| 0002AE | | 23 | F2MTN7 | F2MTN7 | | 30 Nov 2024 |
| | <i>Noun:</i> | COMSEC MANAGER (ALTERNATE 4) (BASE PERIOD) | | | | |
| 0002AF | | 23 | F2MTN7 | F2MTN7 | | 30 Nov 2024 |
| | <i>Noun:</i> | COMSEC MANAGER (ALTERNATE 5) (BASE PERIOD) | | | | |
| 0003 | | 23 | F2MTN7 | F2MTN7 | | 30 Nov 2024 |
| | <i>Noun:</i> | MOBILIZATION/TRAVEL (BASE PERIOD) | | | | |
| 0004 | | 23 | F2MTN7 | F2MTN7 | | 30 Nov 2024 |
| | <i>Noun:</i> | MONTHLY PERFORMANCE RPT (BASE PERIOD) | | | | |
| 0005 | | 23 | F2MTN7 | F2MTN7 | | 30 Nov 2024 |
| | <i>Noun:</i> | DEMOBILIZATION/TRAVEL (BASE PERIOD) | | | | |
| 0006 | | 23 | F2MTN7 | F2MTN7 | | 30 Nov 2024 |
| | <i>Noun:</i> | HOME OFFICE MANAGER (BASE PERIOD) | | | | |
| 0007 | | 23 | F2MTN7 | F2MTN7 | | 30 Nov 2024 |
| | <i>Noun:</i> | RENT/LEASE OF LODGING (BASE PERIOD) | | | | |

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

- 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.242-15 STOP-WORK ORDER (AUG 1989)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)
Applies to Cost CLIN(s) only.
- 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

DEFENSE FAR SUPP CONTRACT CLAUSES IN FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(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.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (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.sam.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 shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items-

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

NA

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

Invoice 2 in 1 (Services Only)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(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 F87700
Issue By DoDAAC FA8307
Admin DoDAAC FA8307
Inspect By DoDAAC F2MTN7
Ship To Code NA
Ship From Code NA
Mark For Code NA
Service Approver (DoDAAC) F2MTN7
Service Acceptor (DoDAAC) F2MTN7
Accept at Other DoDAAC NA
LPO DoDAAC NA
DCAA Auditor DoDAAC NA
Other DoDAAC(s) NA

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert “See Schedule” or “Not applicable.”)

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause,

contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(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.
WAWF Helpdesk, 866-618-5988

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

For the purposes of evaluating FAR 52.217-8, Option to Extend Services, which provides that the Government may require continued performance of any services within the limits and at the rates specified in the contract (i.e., the rates in effect when the Option to Extend Services is exercised), the Contracting Officer will consider the prices submitted for the base period and/or the three option years to be binding should at any time during the contract period, the Option to Extend Services is exercised.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

Contract Clauses in this section are from the FAR, Defense FAR Sup, Air Force FAR Sup, and the Air Force Materiel Command FAR Sup, and are current through the following updates:

Database_Version: 7.6.x.2300; Issued: 5/25/2022; FAR: FAC 2022-06; DFAR: DPN20220428; DL.: DL 98-021; Class Deviations: CD 2022-00008; AFFAR: 2002 Edition; AFAC: AFAC 2022-0502; IPN: 98-009

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

| | |
|-----------|--|
| 52.202-01 | DEFINITIONS (JUN 2020) |
| 52.203-03 | GRATUITIES (APR 1984) |
| 52.203-05 | COVENANT AGAINST CONTINGENT FEES (MAY 2014) |
| 52.203-06 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) |
| 52.203-07 | ANTI-KICKBACK PROCEDURES (JUN 2020) |
| 52.203-08 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020) |
| 52.203-13 | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021) |
| 52.203-15 | WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010) |
| 52.203-16 | PREVENTING PERSONAL CONFLICTS OF INTEREST (JUN 2020) |
| 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020) |
| 52.203-19 | PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017) |
| 52.204-04 | PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) |
| 52.204-10 | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) |
| 52.204-12 | UNIQUE ENTITY IDENTIFIER MAINTENANCE (OCT 2016) |
| 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) |
| 52.204-14 | SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016) |
| 52.204-18 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020) |
| 52.204-19 | INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) |
| 52.204-22 | ALTERNATIVE LINE ITEM PROPOSAL (JAN 2017) |
| 52.204-23 | PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021) |
| 52.204-25 | PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021) |
| 52.209-06 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021) |
| 52.209-09 | UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018) |
| 52.209-10 | PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015) |
| 52.210-01 | MARKET RESEARCH (NOV 2021) |
| 52.213-01 | FAST PAYMENT PROCEDURE (MAY 2006) |

| | |
|-----------|--|
| 52.215-02 | AUDIT AND RECORDS -- NEGOTIATION (JUN 2020) |
| 52.215-08 | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997) |
| 52.215-21 | REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (NOV 2021) - ALTERNATE IV (OCT 2010) Alt IV, (b), Description of the information and the format that are required: 'NA' |
| 52.215-23 | LIMITATIONS ON PASS-THROUGH CHARGES (JUN 2020) Applies to Cost CLIN(s) only. |
| 52.216-07 | ALLOWABLE COST AND PAYMENT (AUG 2018) Applies to Cost CLIN(s) only. |
| 52.216-11 | COST CONTRACT -- NO FEE (APR 1984) Applies to Cost CLIN(s) only. |
| 52.217-08 | OPTION TO EXTEND SERVICES (NOV 1999) Period of time. '30 days prior to contract expiration of' |
| 52.219-04 | NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (SEP 2021) Para (b). C.O. selects if the offeror elects to waive the evaluation preference. 'N/A' |
| 52.219-06 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2020) |
| 52.219-09 | SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2021) - ALTERNATE III (JUN 2020) |
| 52.222-01 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) |
| 52.222-02 | PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) Para (a), Dollar amount is 'N/A' Applies to Cost CLIN(s) only. |
| 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 (JUN 2020) |
| 52.222-36 | EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020) |
| 52.222-37 | EMPLOYMENT REPORTS ON VETERANS (JUN 2020) |
| 52.222-40 | NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) |
| 52.222-50 | COMBATING TRAFFICKING IN PERSONS (NOV 2021) |
| 52.222-99 | ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (DEVIATION) (JUN 2014) |
| 52.223-02 | AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013) |
| 52.223-15 | ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (MAY 2020) |
| 52.223-18 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020) |
| 52.225-03 | BUY AMERICAN - FREE TRADE AGREEMENTS - ISRAELI TRADE ACT (NOV 2021) |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021) |
| 52.225-14 | INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000) |
| 52.228-07 | INSURANCE -- LIABILITY TO THIRD PERSONS (MAR 1996) Applies to Cost CLIN(s) only. |
| 52.229-06 | TAXES -- FOREIGN FIXED-PRICE CONTRACTS (FEB 2013) Applies to Firm-Fixed-Price CLIN(s) only. |
| 52.229-08 | TAXES -- FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990) Para (a), Name of foreign government is 'Saudi Arabia' Para (a), Name of country is 'Saudi Arabia' Applies to Cost CLIN(s) only. |
| 52.229-12 | TAX ON CERTAIN FOREIGN PROCUREMENTS (FEB 2021) |
| 52.232-01 | PAYMENTS (APR 1984) Applies to Firm-Fixed-Price CLIN(s) only. |
| 52.232-08 | DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) Applies to Firm-Fixed-Price CLIN(s) only. |

| | |
|-----------|--|
| 52.232-11 | EXTRAS (APR 1984) Applies to Firm-Fixed-Price CLIN(s) only. |
| 52.232-17 | INTEREST (MAY 2014) |
| 52.232-18 | AVAILABILITY OF FUNDS (APR 1984) |
| 52.232-20 | LIMITATION OF COST (APR 1984) Applies to Cost CLIN(s) only. |
| 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 (OCT 2018) |
| 52.232-39 | UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) |
| 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021) |
| 52.233-01 | DISPUTES (MAY 2014) |
| 52.233-03 | PROTEST AFTER AWARD (AUG 1996) Applies to Firm-Fixed-Price CLIN(s) only. |
| 52.233-03 | PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985) Applies to Cost CLIN(s) only. |
| 52.233-04 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) |
| 52.242-01 | NOTICE OF INTENT TO DISALLOW COSTS (APR 1984) Applies to Cost CLIN(s) only. |
| 52.242-03 | PENALTIES FOR UNALLOWABLE COSTS (SEP 2021) |
| 52.242-04 | CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997) Applies to Cost CLIN(s) only. |
| 52.242-13 | BANKRUPTCY (JUL 1995) |
| 52.243-01 | CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984) Applies to Firm-Fixed-Price CLIN(s) only. |
| 52.243-02 | CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE I (APR 1984) Applies to Cost CLIN(s) only. |
| 52.243-07 | NOTIFICATION OF CHANGES (JAN 2017) Para (b), Number of calendar days is (insert 30 for RDSS/C) '30 days' Para (d), Number of calendar days is (insert 30 for RDSS/C) '30 days' |
| 52.244-02 | SUBCONTRACTS (JUN 2020) Para (d), approval required on subcontracts: 'N/A' Para (j), Insert subcontracts evaluated during negotiations. 'N/A' Applies to Firm-Fixed-Price CLIN(s) only. |
| 52.244-05 | COMPETITION IN SUBCONTRACTING (DEC 1996) Applies to Cost CLIN(s) only. |
| 52.244-06 | SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2022) |
| 52.245-01 | GOVERNMENT PROPERTY (SEP 2021) Applies to Cost CLIN(s) only. |
| 52.245-09 | USE AND CHARGES (APR 2012) Applies to Cost CLIN(s) only. |
| 52.246-25 | LIMITATION OF LIABILITY -- SERVICES (FEB 1997) |
| 52.246-26 | REPORTING NONCONFORMING ITEMS (NOV 2021) |
| 52.247-67 | SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006) Para (c). Insert address. 'N/A' Applies to Cost CLIN(s) only. |
| 52.248-01 | VALUE ENGINEERING (JUN 2020) Para (m). Contract number. 'TBD' |
| 52.249-01 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984) |
| 52.249-02 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) Applies to Firm-Fixed-Price CLIN(s) only. |

- 52.249-03 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS) (APR 2012)
- 52.249-04 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES)(SHORT FORM) (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.249-06 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
Applies to Cost CLIN(s) only.
- 52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.249-14 EXCUSABLE DELAYS (APR 1984)
Applies to Cost CLIN(s) only.
- 52.253-01 COMPUTER GENERATED FORMS (JAN 1991)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

- 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 (AUG 2019)
- 252.203-7004 DISPLAY OF HOTLINE POSTERS (AUG 2019)
- 252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016)
- 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
- 252.204-7004 LEVEL I ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (FEB 2019)
- 252.204-7014 LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS (MAY 2016)
- 252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT (MAY 2016)
- 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021)
- 252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)
- 252.204-7021 CYBERSECURITY MATURITY MODEL CERTIFICATION REQUIREMENT (NOV 2020)
- 252.204-7023 REPORTING REQUIREMENTS FOR CONTRACTED SERVICES - BASIC (JUL 2021)
- 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 (MAY 2019)
- 252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011)
Para (b). Aviation critical safety items. 'NA'
- 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)
Applies to Cost CLIN(s) only.
- 252.216-7009 ALLOWABILITY OF LEGAL COSTS INCURRED IN CONNECTION WITH A WHISTLEBLOWER PROCEEDING (SEP 2013)
Applies to Cost CLIN(s) only.
- 252.217-7000 EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS - BASIC (NOV 2014)
Para (b), Name of country 'Saudi Arabia'
Para (b), Applicable CLIN 'CLINS 1002, 1002AA, 1002AB, 1002AC, 1002AD, 1002AE, 1002AF, 1003, 1004, 1005, 1006, 1007
CLINS 2002, 2002AA, 2002AB, 2002AC, 2002AD, 2002AE, 2002AF, 2003, 2004, 2005, 2006, 2007

CLINS 3002, 3002AA, 3002AB, 3002AC, 3002AD, 3002AE, 3002AF, 3003, 3004, 3005, 3006, 3007'

252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)

252.223-7999 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (DEVIATION 2021-O0009) (OCT 2021)

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2017)

252.225-7005 IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES (JUN 2005)

252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS (MAR 2013)

252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (DEC 2019)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2017)

252.225-7017 PHOTOVOLTAIC DEVICES (DEVIATION 2020-O0019) (JAN 2022)

252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003)

252.225-7040 Para (b)(1), Sales to the Government(s) of: 'Saudi Arabia'
CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (OCT 2015)

252.225-7041 CORRESPONDENCE IN ENGLISH (JUN 1997)

252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

252.225-7047 Para (d). Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from: 'the appropriate Antiterrorism/Force Protection Office at the Command Headquarters.'
EXPORTS BY APPROVED COMMUNITY MEMBERS IN PERFORMANCE OF THE CONTRACT (JUN 2013)

252.225-7048 Para (B). Line item Nrs. 'NA'
EXPORT-CONTROLLED ITEMS (JUN 2013)

252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (OCT 2020)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (APR 2019)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUN 1997)

252.232-7009 MANDATORY PAYMENT BY GOVERNMENTWIDE COMMERCIAL PURCHASE CARD (MAY 2018)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

252.232-7011 PAYMENTS IN SUPPORT OF EMERGENCIES AND CONTINGENCY OPERATIONS (MAY 2013)

252.232-7017 ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS— PROHIBITION ON FEES AND CONSIDERATION (APR 2020)

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUN 1997)

252.235-7004 PROTECTION OF HUMAN SUBJECTS (JUL 2009)

252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUN 2013)

252.237-7023 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

252.237-7999 Para (b), Identify attachment. '1-PWS'
Para (b), date. '28 JUN 2022'
REQUIREMENT FOR ACCOUNTING FIRMS USED TO SUPPORT DEPARTMENT OF DEFENSE AUDITS (DEVIATION 2019-O0007) (MAR 2019)

252.239-7018 SUPPLY CHAIN RISK (FEB 2019)

252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (MAY 2011)

252.242-7006 ACCOUNTING SYSTEM ADMINISTRATION (FEB 2012)

Applies to Cost CLIN(s) only.

- 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
Applies to Firm-Fixed-Price CLIN(s) only.
- 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)
- 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2020)
- 252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION - BASIC (MAY 2014)
Applies to Firm-Fixed-Price CLIN(s) only.
- 252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION - ALTERNATE I (MAY 2014) - ALTERNATE I (MAY 2014)
Applies to Cost CLIN(s) only.
- 252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012)
Applies to Cost CLIN(s) only.
- 252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (JAN 2021)
Applies to Cost CLIN(s) only.
- 252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)
Applies to Cost CLIN(s) only.
- 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (DEVIATION 2022-O0006) (NOV 2021)
Insert Item(s) 'N/A'
Insert Item(s) 'N/A'
Applies to Cost CLIN(s) only.
- 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013)
- 252.246-7004 SAFETY OF FACILITIES, INFRASTRUCTURE, AND EQUIPMENT FOR MILITARY OPERATIONS (OCT 2010)
- 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA - BASIC (FEB 2019)
- 252.247-7028 APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS (JUN 2012)

C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

- 5352.201-9101 OMBUDSMAN (OCT 2019)
Para (c). Ombudsmen names, addresses, phone numbers, fax, and email addresses.
'Deputy Director, Acquisition Excellence & Program Execution Directorate at
AFLCMC/AQ-AZ Workflow (email: ASCA@us.af.mil) or at 937-255-5512/DSN 785-5512,
Wright-Patterson AFB, OH'
- 5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (OCT 2019)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)

This is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

52.217-09 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 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 60 months.

52.226-06 PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS (JUN 2020)

(a) Definitions. As used in this clauses-

"Apparently wholesome food" means food that meets all quality and labeling standards imposed by Federal, State, and local laws and regulations even though the food may not be readily marketable due to appearance, age, freshness, grade, size, surplus, or other conditions.

"Excess food" means food that-

- (1) Is not required to meet the needs of the executive agencies; and
- (2) Would otherwise be discarded.

"Food-insecure" means inconsistent access to sufficient, safe, and nutritious food.

"Nonprofit organization" means any organization that is-

- (1) Described in section 501(c) of the Internal Revenue Code of 1986; and

(2) Exempt from tax under section 501(a) of that Code.

(b) In accordance with the Federal Food Donation Act of 2008 (42 U.S.C. 1792), the Contractor is encouraged, to the maximum extent practicable and safe, to donate excess, apparently wholesome food to nonprofit organizations that provide assistance to food-insecure people in the United States.

(c) Costs.

(1) The Contractor, including any subcontractors, shall assume the responsibility for all the costs and the logistical support to collect, transport, maintain the safety of, or distribute the excess, apparently wholesome food to the nonprofit organization(s) that provides assistance to food-insecure people.

(2) The Contractor will not be reimbursed for any costs incurred or associated with the donation of excess foods. Any costs incurred for excess food donations are unallowable.

(d) Liability. The Government and the Contractor, including any subcontractors, shall be exempt from civil and criminal liability to the extent provided under the Bill Emerson Good Samaritan Food Donation Act (42 U.S.C. 1791). Nothing in this clause shall be construed to supersede State or local health regulations (subsection (f) of 42 U.S.C. 1791).

(e) Subcontracts. The Contractor shall insert this clause in all contracts, task orders, delivery orders, purchase orders, and other similar instruments that exceed the threshold specified in Federal Acquisition Regulation 26.404 on the date of subcontract award with its subcontractors or suppliers, at any tier, who will perform, under this contract, the provision, service, or sale of food in the United States.

52.252-02 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):

<https://www.acquisition.gov/browse/index/far>

<https://www.acquisition.gov/dfars>

<https://www.acquisition.gov/affars>

52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

DEFENSE FAR SUPP CONTRACT CLAUSES IN FULL TEXT

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

“Covered defense information” means unclassified 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 of 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 as practical, 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 <https://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 <https://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 <https://public.cyber.mil/eca/>.

(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.

252.219-7000 ADVANCING SMALL BUSINESS GROWTH (SEP 2016)

(a) This provision implements 10 U.S.C. 2419.

(b) The Offeror acknowledges by submission of its offer that by acceptance of the contract resulting from this solicitation, the Offeror may exceed the applicable small business size standard of the North American Industry Classification System (NAICS) code assigned to the contract and would no longer qualify as a small business concern for that NAICS code. (Small business size standards matched to industry NAICS codes are published by the Small Business Administration and are available at <<http://www.sba.gov/content/table-small-business-size-standards>>.) The Offeror is therefore encouraged to develop the capabilities and characteristics typically desired in contractors that are competitive as other-than-small contractors in this industry.

(c) For procurement technical assistance, the Offeror may contact the nearest Procurement Technical Assistance Center (PTAC). PTAC locations are available at <http://www.dla.mil/HQ/SmallBusiness/PTAC.aspx>.

252.225-7975 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS (DEVIATION 2020-O0022) (AUG 2020)

(a) In addition to any other existing examination-of-records authority, the Government is authorized to examine any records of the Contractor and its subcontractors to the extent necessary to ensure that funds, including supplies and services, available under this contract are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.

252.225-7981 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS (OTHER THAN USCENCOM) (DEVIATION 2015-O0016) (SEP 2015)

(a) In addition to any other existing examination-of-records authority, the Government is authorized to examine any records of the Contractor and its subcontractors to the extent necessary to ensure that funds, including supplies and services, available under this contract are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.

252.225-7993 PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (DEVIATION 2020-O0022) (AUG 2020)

(a) The Contractor shall-

(1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this contract are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities;

(2) Check the list of prohibited/restricted sources in the System for Award Management (SAM) at www.sam.gov-

(i) Prior to subcontract award; and

(ii) At least on a monthly basis; and

(3) Terminate or void in whole or in part any subcontract with a person or entity listed in SAM as a prohibited or restricted source pursuant to section 841 of the National Defense Authorization Act for Fiscal Year 2015 (Pub. L. 113-291), as amended, unless the Contracting Officer provides to the Contractor written approval of the head of the contracting activity to continue the subcontract.

(b) The Head of the Contracting Activity has the authority to-

(1) Terminate this contract for default, in whole or in part, if the Head of the Contracting Activity determines in writing that the contractor failed to exercise due diligence, as required by paragraph (a) of this clause; or

(2)(i) Void this contract, in whole or in part, if the Head of the Contracting Activity determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

(ii) When voided in whole or in part, a contract is unenforceable as contrary to public policy, either in its entirety or with regard to a segregable task or effort under the contract, respectively.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.

252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2017-O0004) (SEP 2017)

(a) Definitions. As used in this clause-

“Combatant Commander” means the Commander of the United States Central Command Area of Responsibility.

“Contractors authorized to accompany the Force,” or “CAAF,” means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does

not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Designated reception site” means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

“Non-CAAF” means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Subordinate joint force commander” means a sub-unified commander or joint task force commander.

(b) General.

(1) This clause applies to both CAAF and non-CAAF when performing in the United States Central Command (USCENTCOM) Area of Responsibility (AOR).

(2) Contract performance in USCENTCOM AOR may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, contractor personnel are only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(5) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

(1)(i) The Combatant Commander will develop a security plan for protection of contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because-

- (A) The Contractor cannot obtain effective security services;
- (B) Effective security services are unavailable at a reasonable cost; or
- (C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. 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 emergency 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.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the USCENTCOM AOR. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USCENTCOM AOR under this contract.

(d) Compliance with laws and regulations.

(1) The Contractor shall comply with, and shall ensure that its personnel performing in the USCENTCOM AOR are familiar with and comply with, all applicable-

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

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

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

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF and non-CAAF are aware-

(i) Of the DoD definition of "sexual assault" in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, or another Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under-

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) This section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following-

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/index.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.af.mil>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;

(v) Any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to-

license;

(i) Hold their own identity or immigration documents, such as passport or driver's

(ii) Receive agreed upon wages on time;

(iii) Take lunch and work-breaks;

(iv) Elect to terminate employment at any time;

(v) Identify grievances without fear of reprisal;

(vi) Have a copy of their employment contract in a language they understand;

(vii) Receive wages that are not below the legal in-country minimum wage;

(viii) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(ix) If housing is provided, live in housing that meets host-country housing and safety standards.

(e) Preliminary personnel requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

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

(ii) All CAAF deploying in support of an applicable operation-

(A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

(B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and

(C) Have received all required immunizations as specified in the contract.

(1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.

(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All CAAF and, as specified in the statement of work, select non-CAAF shall bring to the USCENTCOM AOR a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USCENTCOM AOR and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.

(v) All deploying personnel have received personal security training. At a minimum, the training shall-

- (A) Cover safety and security issues facing employees overseas;
- (B) Identify safety and security contingency planning activities; and
- (C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF. The basic training will be provided through-

- (1) A military-run training center; or
- (2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261, et seq.);

(3) The Contractor shall notify all personnel that-

(i) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime;

(ii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)) or non-U.S. nationals who commit crimes against U.S. nationals in those places; and

(iii) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(iv) Such employees are required to report offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(v) Such employees will be provided victim and witness protection and assistance.

(f) Processing and departure points. CAAF shall-

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, 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, including the requirements specified in paragraph (e)(1) of this clause;

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

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific USCENCOM AOR entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) Contractor Accountability and Personnel Data.

The Synchronized Predeployment and Operational Tracker (SPOT) is the joint web-based database to assist the Combatant Commanders in maintaining awareness of the nature, extent, and potential risks and capabilities associated with contracted support for contingency operations, humanitarian assistance and peacekeeping operations, or military exercises designated by USCENCOM.

(1) Contractors shall account for all CAAF and non-CAAF personnel in SPOT by name.

(2) Registration. The Contractor shall comply with SPOT registration requirements.

(i) Contractor appointed company administrators for unclassified contracts shall register for a SPOT account at <https://spot.dmdc.mil>. For classified contracts, users shall access SPOT at <https://spot.dmdc.osd.smil.mil>.

(ii) Register in SPOT using one of the following log-in methods-

(A) A Common Access Card (CAC) or a SPOT-approved digital certificate; or

(B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval.

(iii) The SPOT Customer Support Team must validate user need. This process may take 2 business days. Contractor representatives will be contacted to validate contractor administrator account requests and determine the appropriate level of user access.

(iv) Refer to the OSD Program Support website at <http://www.acq.osd.mil/log/PS/spot.html> for the SPOT Business Rules, additional training resources, documentation regarding registration, and use of SPOT.

(3) Compliance with SPOT.

(i) The Contractor shall comply with the SPOT Business Rules located at <http://www.acq.osd.mil/log/PS/spot.html>.

(A) The Contractor shall enter into the SPOT web-based system the required information on Contractor personnel prior to deployment to the designated operational area and shall continue to use the SPOT web-based system to maintain accurate, up-to-date information throughout the deployment for applicable Contractor personnel.

(B) The Contractor shall ensure the in-theater arrival date (ITAD), deployment closeout dates and changes to the status of individual Contractor personnel relating to their ITAD and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) are updated in the system in accordance with the processes and timelines established in the SPOT business rules.

(ii) SPOT non-compliance and deficiencies will be relevant to past performance evaluations for future contract opportunities in accordance with FAR subpart 42.15, Contractor Performance Information.

(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 contract. 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 identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, contractor personnel must-

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(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 equipment.

(3) The deployment center, or the Combatant Commander, 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 USCENCOM AOR be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

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

(i) Are adequately trained to carry and use them-

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

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

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

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander 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) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the USCENCOM AOR.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the USCENCOM AOR whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a 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) 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.

(n) 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 isolated, missing, detained, captured, or abducted.

(2) The Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) Mortuary affairs. Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) 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 the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are performing in the USCENTCOM AOR.

| DOCUMENT | PGS | DATE | TITLE |
|--------------|-----|-------------|-----------------------------------|
| EXHIBIT A | 3 | 06 JUN 2022 | CONTRACT DATA REQUIREMENTS |
| ATTACHMENT 1 | 17 | 28 JUN 2022 | PERFORMANCE WORK STATEMENT (PWS) |
| ATTACHMENT 2 | 7 | 21 JUN 2022 | DD254 |
| ATTACHMENT 3 | 5 | 28 JUN 2022 | FACTS SHEET |
| ATTACHMENT 4 | 1 | 28 JUN 2022 | CONSENT FORM |
| ATTACHMENT 5 | 6 | 28 JUN 2022 | PAST PERFORMANCE QUESTIONNAIRE |
| ATTACHMENT 6 | 2 | 28 JUN 2022 | TRANSMITTAL LETTER |
| ATTACHMENT 7 | 1 | 28 JUN 2022 | QUESTION & ANSWER TEMPLATE |
| ATTACHMENT 8 | 1 | 28 JUN 2022 | CROSS REFERENCE MATRIX |
| ATTACHMENT 9 | 5 | 28 JUN 2022 | GOVERNMENT RESPONSES TO DRAFT RFP |

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

| | |
|-----------|---|
| 52.204-16 | COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020) |
| 52.204-17 | OWNERSHIP OR CONTROL OF OFFEROR (AUG 2020) |
| 52.209-13 | VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION (NOV 2021) |
| 52.229-11 | TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (JUN 2020) |
| 52.237-08 | RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS (AUG 2003) |

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

| | |
|--------------|--|
| 252.204-7008 | COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016) |
| 252.204-7016 | COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES—REPRESENTATION (DEC 2019) |
| 252.204-7017 | PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES—REPRESENTATION (MAY 2021) |
| 252.212-7002 | PILOT PROGRAM FOR ACQUISITION OF MILITARY-PURPOSE NONDEVELOPMENTAL ITEMS (JUN 2016) |

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.204-08 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2022)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541513.

(2) The small business size standard is \$30.0 M.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition-

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements -- Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals - Representation. This provision applies to solicitations that include the clause at 52.204-7.

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American - Free Trade Agreements - Israeli Trade Act Certificate. (Basic, Alternates I, II and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(D) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certification. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

NA -----(i) 52.204-17, Ownership or Control of Offeror.

NA ----- (ii) 52.204-20, Predecessor of Offeror

NA -----(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

NA -----(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

NA -----(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

NA -----(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

NA -----(vii) 52.227-6, Royalty Information.

NA ----- (A) Basic.

NA ----- (B) Alternate I.

NA -----(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR Clause | Title | Date | Change |
|------------|-------|------|--------|
|------------|-------|------|--------|

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

52.204-20 PREDECESSOR OF OFFEROR (AUG 2020)

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

Commercial and Government Entity (CAGE) code means--

(1) An identifier assigned to entities located in the United States and its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it [] is or [] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark "Unknown").

Predecessor legal name: _____.

(Do not use a "doing business as" name).

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services-Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to-

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to-

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(d) Representations. The Offeror represents that-

(1) It [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that-

It [] does, [] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment-

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services-

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment-

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services-

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) Representations. (1) The Offeror represents that it [] does, [] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [] does, [] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

52.209-02 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS -- REPRESENTATION (NOV 2015)

(a) Definitions. “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. The offeror represents that—

(1) It [] is, [] is not an inverted domestic corporation; and

(2) It [] is, [] is not a subsidiary of an inverted domestic corporation.

52.209-05 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have [] have not [] within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.209-07 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) Definitions. As used in this provision—

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings,

Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options;
and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

52.209-12 CERTIFICATION REGARDING TAX MATTERS (OCT 2020)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed \$5.5 million (including option), the Offeror shall certify that, to the best of its knowledge and belief, it—

(1) Has ☐ filed all Federal tax returns required during the three years preceding the certification;

(2) Has not ☐ been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not ☐, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

DEFENSE FAR SUPP SOLICITATION PROVISIONS IN FULL TEXT

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. "Covered DoD official" is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2021)

Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (e) applies.

☐ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment—Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services—Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)—Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)—Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

Government. NA ---- (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign

Certificate. NA ---- (ii) 252.225-7000, Buy American---Balance of Payments Program

NA ---- (iii) 252.225-7020, Trade Agreements Certificate.

NA ---- Use with Alternate I.

NA ---- (iv) 252.225-7031, Secondary Arab Boycott of Israel.

Payments Program Certificate. NA ---- (v) 252.225-7035, Buy American---Free Trade Agreements—Balance of

NA ---- Use with Alternate I.

NA ---- Use with Alternate II.

NA ---- Use with Alternate III.

NA ---- Use with Alternate IV.

NA ---- Use with Alternate V.

NA ---- (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

NA ---- (vii) 252.232-7015, Performance-Based Payments-Representation.

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR/DFARS Provision # | Title | Date | Change |
|-----------------------|-------|------|--------|
|-----------------------|-------|------|--------|

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

**252.225-7010 COMMERCIAL DERIVATIVE MILITARY ARTICLE--SPECIALTY METALS
COMPLIANCE CERTIFICATE (JUL 2009)**

(a) Definitions. "Commercial derivative military article," "commercially available off-the-shelf item," "produce," "required form," and "specialty metal," as used in this provision, have the meanings given in the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009).

(b) The offeror shall list in this paragraph any commercial derivative military articles it intends to deliver under any contract resulting from this solicitation using the alternative compliance for commercial derivative military articles, as specified in paragraph (d) of the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009). The offeror's designation of an item as a "commercial derivative military article" will be subject to Government review and approval.

_____.

(c) If the offeror has listed any commercial derivative military articles in paragraph (b) of this provision, the offeror certifies that, if awarded a contract as a result of this solicitation, and if the Government approves the designation of the listed item(s) as commercial derivative military articles, the offeror and its subcontractor(s) will demonstrate that individually or collectively they have entered into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form, for use during the period of contract performance in the production of each commercial derivative military article and the related commercial article, that is not less than the Contractor's good faith estimate of the greater of—

(1) An amount equivalent to 120 percent of the amount of specialty metal that is required to carry out the production of the commercial derivative military article (including the work performed under each subcontract); or

(2) An amount equivalent to 50 percent of the amount of specialty metal that will be purchased by the Contractor and its subcontractors for use during such period in the production of the commercial derivative military article and the related commercial article.

(d) For the purposes of this provision, the amount of specialty metal that is required to carry out the production of the commercial derivative military article includes specialty metal contained in any item, including commercially available off-the-shelf items, incorporated into such commercial derivative military articles.

252.225-7018 PHOTOVOLTAIC DEVICES - CERTIFICATE (DEVIATION 2020-O0019) (JAN 2022)

(a) Definitions. "Bahrainian photovoltaic device," "Caribbean Basin photovoltaic device," "designated country," "designated country photovoltaic device," "domestic photovoltaic device," "foreign photovoltaic device," "Free Trade Agreement country," "Free Trade Agreement photovoltaic device," "Korean photovoltaic device," "least developed country photovoltaic device," "Moroccan photovoltaic device," "Panamanian photovoltaic device," "Peruvian photovoltaic device," "photovoltaic device," "qualifying country," "qualifying country photovoltaic device," "United States," "U.S.-made photovoltaic device," and "WTO GPA country photovoltaic device" have the meanings given in the Photovoltaic Devices clause of this solicitation.

(b) Restrictions. The following restrictions apply, depending on the estimated aggregate value of photovoltaic devices to be utilized under a resultant contract:

(1) If more than the micro-purchase threshold but less than \$183,000, then the Government will not accept an offer specifying the use of other foreign photovoltaic devices in paragraph (d)(2)(ii), (d)(3)(ii), or (d)(4)(ii) of this provision, unless the offeror documents to the satisfaction of the Contracting Officer that the price of the foreign photovoltaic device plus 50 percent is less than the price of a comparable domestic photovoltaic device.

(2) If \$183,000 or more, then the Government will consider only offers that utilize photovoltaic devices that are U.S.-made, qualifying country, or designated country photovoltaic devices.

(c) Country in which a designated country photovoltaic device was wholly manufactured or was substantially transformed. If the estimated value of the photovoltaic devices to be utilized under a resultant contract exceeds \$25,000, the Offeror's certification that such photovoltaic device (e.g., solar panel) is a designated country photovoltaic device shall be consistent with country of origin determinations by the U.S. Customs and Border Protection with regard to importation of the same or similar photovoltaic devices into the United States. If the Offeror is uncertain as to what the country of origin would be determined to be by the U.S. Customs and Border Protection, the Offeror shall request a determination from U.S. Customs and Border Protection. (See <http://www.cbp.gov/trade/rulings>.)

(d) Certification and identification of country of origin.

[The offeror shall check the block and fill in the blank for one of the following paragraphs, based on the estimated value and the country of origin of photovoltaic devices to be utilized in performance of the contract:]

___ (1) No photovoltaic devices will be utilized in performance of the contract, or such photovoltaic devices have an estimated value that does not exceed the micro-purchase threshold.

(2) If more than the micro-purchase threshold but less than \$92,319-

___ (i) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a domestic photovoltaic device;

___ (ii) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a qualifying country photovoltaic device [Offeror to specify country of origin_____]; or

___ (iii) The foreign (other than qualifying country) photovoltaic devices to be utilized in performance of the contract are the product of _____. [Offeror to specify country of origin, if known, and provide documentation that the cost of a domestic photovoltaic device would be unreasonable in comparison to the cost of the proposed foreign photovoltaic device, i.e. that the price of the foreign photovoltaic device plus 50 percent is less than the price of a comparable domestic photovoltaic device.]

(3) If \$92,319 or more but less than \$100,000-

___ (i) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a domestic photovoltaic device;

___ (ii) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a Free Trade Agreement country photovoltaic device (other than a Bahrainian, Korean, Moroccan, Panamanian, or Peruvian photovoltaic device) or a qualifying country photovoltaic device [Offeror to specify country of origin_____]; or

___ (iii) The offered foreign photovoltaic devices (other than those from countries listed in paragraph (d)(4)(ii) of this provision) are the product of _____

_____. [Offeror to specify country of origin, if known, and provide documentation that the cost of a domestic photovoltaic device would be unreasonable in comparison to the cost of the proposed foreign photovoltaic device, i.e. that the price of the foreign photovoltaic device plus 50 percent is less than the price of a comparable domestic photovoltaic device.]

(4) If \$100,000 or more but less than \$183,000-

____ (i) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a domestic photovoltaic device;

____ (ii) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a Free Trade Agreement country photovoltaic device (other than a Bahrainian, Moroccan, Panamanian, or Peruvian photovoltaic device) or a qualifying country photovoltaic device [Offeror to specify country of origin_____];
or

____ (iii) The offered foreign photovoltaic devices (other than those from countries listed in paragraph (d)(5)(ii) of this provision) are the product of _____.
[Offeror to specify country of origin, if known, and provide documentation that the cost of a domestic photovoltaic device would be unreasonable in comparison to the cost of the proposed foreign photovoltaic device, i.e. that the price of the foreign photovoltaic device plus 50 percent is less than the price of a comparable domestic photovoltaic device.]

(5) If \$183,000 or more, the Offeror certifies that each photovoltaic device to be used in performance of the contract is-

____ (i) A U.S.-made photovoltaic device; or

____ (ii) A designated country photovoltaic device or a qualifying country photovoltaic device. [Offeror to specify country of origin_____.]

252.225-7046 EXPORTS BY APPROVED COMMUNITY MEMBERS IN RESPONSE TO THE SOLICITATION (JUN 2013)

(a) Definitions. The definitions of "Approved Community", "defense articles", Defense Trade Cooperation (DTC) Treaty", "export", "Implementing Arrangement", "qualifying defense articles", "transfer", and "U.S. DoD Treaty-eligible requirements" in DFARS clause 252.225-7047 apply to this provision.

(b) All contract line items in the contemplated contract, except any identified in this paragraph, are intended to satisfy U.S. DoD Treaty-eligible requirements. Specific defense articles that are not U.S. DoD Treaty-eligible will be identified as such in those contract line items that are otherwise U.S. DoD Treaty-eligible.

CONTRACT LINE ITEMS NOT INTENDED TO SATISFY
U.S. DoD TREATY-ELIGIBLE REQUIREMENTS:

NA

(c) Approved Community members responding to the solicitation may only export or transfer defense articles that specifically respond to the stated requirements of the solicitation.

(d) Subject to the other terms and conditions of the solicitation and the contemplated contract that affect the acceptability of foreign sources or foreign end products, components, parts, or materials, Approved Community members are permitted, but not required, to use the DTC Treaties for exports or transfers of qualifying defense articles in preparing a response to this solicitation.

(e) Any conduct by an offeror responding to this solicitation that falls outside the scope of the DTC Treaties, the Implementing Arrangements, and the implementing regulations of the Department of State in 22 CFR 126.16 (Australia), 22 C.F.R. 126.17 (United Kingdom), and 22 C.F.R. 126 Supplement No. 1 (exempted technologies list) is subject to all applicable International Traffic in Arms Regulations (ITAR) requirements, including any criminal, civil, and administrative penalties or sanctions, as well as all other United States statutory and regulatory requirements outside of ITAR.

(f) If the offeror uses the procedures established pursuant to the DTC Treaties, the offeror agrees that, with regard to the export or transfer of a qualifying defense article associated with responding to the solicitation, the offeror shall—

(1) Comply with the requirements and provisions of the applicable DTC Treaties, the Implementing Arrangements, and corresponding regulations (including the ITAR) of the U.S. Government and the government of Australia or of the United Kingdom, as applicable;

(2) Prior to the export or transfer of a qualifying defense article—

(i) Mark, identify, transmit, store, and handle any defense articles provided for the purpose of responding to such solicitations, as well as any defense articles provided with or developed pursuant to their responses to such solicitations, in accordance with the DTC Treaties, the Implementing Arrangements, and corresponding regulations of the United States Government and the government of Australia or the government of the United Kingdom, as applicable, including, but not limited to, the marking and classification requirements described in the applicable regulations;

(ii) Comply with the re-transfer or re-export provisions of the DTC Treaties, the Implementing Arrangements, and corresponding regulations of the United States Government and the government of Australia or the government of the United Kingdom, as applicable, including, but not limited to, the re-transfer and re-export requirements described in the applicable regulations; and

(iii) Acknowledge that any conduct that falls outside or in violation of the DTC Treaties, Implementing Arrangements, and implementing regulations of the applicable government including, but not limited to, unauthorized re-transfer or re-export in violation of the procedures established in the applicable Implementing Arrangement and implementing regulations, remains subject to applicable licensing requirements of the government of Australia, the government of the United Kingdom, and the United States Government, as applicable, including any criminal, civil, and administrative penalties or sanctions contained therein; and

(g) Representation. The offeror shall check one of the following boxes and sign the representation:

☐ The offeror represents that export(s) or transfer(s) of qualifying defense articles were made in preparing its response to this solicitation and that such export(s) or transfer(s) complied with the requirements of this provision.

Name/Title of Duly Authorized Representative Date

☐ The offeror represents that no export(s) or transfer(s) of qualifying defense articles were made in preparing its response to this solicitation.

Name/Title of Duly Authorized Representative Date

252.225-7049 PROHIBITION ON ACQUISITION OF COMMERCIAL SATELLITE SERVICES FROM CERTAIN FOREIGN ENTITIES - REPRESENTATIONS (DEC 2018)

(a) Definitions. As used in this provision-

"Covered foreign country," "foreign entity," "government of a covered foreign country," "launch vehicle," "satellite services," and "state sponsor of terrorism" are defined in the clause at Defense Federal Acquisition Regulation Supplement (DFARS) 252.225-7051, Prohibition on Acquisition of Certain Commercial Satellite Services.

"Cybersecurity risk" means threats to and vulnerabilities of information or information systems and any related consequences caused by or resulting from unauthorized access, use, disclosure, degradation, disruption, modification, or destruction of such information or information systems, including such related consequences caused by an act of terrorism. (10 U.S.C. 2279)

(b) Prohibition on award. In accordance with 10 U.S.C. 2279, unless an exception is determined to apply in accordance with DFARS 225.772-4, no contract for commercial satellite services may be awarded to-

(1)(i) A foreign entity if the Under Secretary of Defense for Acquisition and Sustainment or the Under Secretary of Defense for Policy reasonably believes that-

(A) The foreign entity is an entity in which the government of a covered foreign country has an ownership interest that enables the government to affect satellite operations;

(B) The foreign entity plans to, or is expected to, provide or use launch or other satellite services under the contract from a covered foreign country; or

(C) Entering into such contract would create an unacceptable cybersecurity risk for DoD; or

(ii) An offeror that is offering to provide the commercial satellite services of a foreign entity as described in paragraph (b)(1) of this section; or

(2)(i) Any entity, except as provided in paragraph (b)(2)(ii) of this provision, for a launch that occurs on or after December 31, 2022, if the Under Secretary of Defense for Acquisition and Sustainment or the Under Secretary of Defense for Policy reasonably believes that such satellite service will be provided using satellites that will be-

(A) Designed or manufactured-

(1) In a covered foreign country; or

(2) By an entity controlled in whole or in part by, or acting on behalf of, the government of a covered foreign country; or

(B) Launched outside the United States, using a launch vehicle that is-

(1) Designed or manufactured in a covered foreign country; or

(2) Provided by-

(i) The government of a covered foreign country; or

(ii) An entity controlled in whole or in part by, or acting on behalf of, the government of a covered foreign country.

(ii) The prohibition in paragraph (b)(2)(i)(B) of this provision does not apply with respect to launch vehicles for which the satellite service provider has a contract or other agreement relating to launch services that, prior to June 10, 2018, was either fully paid for by the satellite service provider or covered by a legally binding commitment of the satellite service provider to pay for such services.

(c) Representations. The Offeror represents that-

(1) It [] is, [] is not a foreign entity in which the government of a covered foreign country has an ownership interest that enables the government to affect satellite operations. If affirmative, identify the covered foreign country:_____;

(2) It [] is, [] is not a foreign entity that plans to provide satellite services under the contract from a covered foreign country. If affirmative, identify the covered foreign country:_____;

(3) It [] is, [] is not offering commercial satellite services provided by a foreign entity in which the government of a covered foreign country has an ownership interest that enables the government to affect satellite operations. If affirmative, identify the foreign entity and the covered foreign country:_____;

(4) It [] is, [] is not offering commercial satellite services provided by a foreign entity that plans to or is expected to provide satellite services under the contract from a covered foreign country. If affirmative, identify the foreign entity and the covered foreign country:_____;

(5) It [] is, [] is not offering commercial satellite services that will use satellites, launched on or after December 31, 2022, that will be designed or manufactured in a covered foreign country. If affirmative, identify the covered foreign country:_____;

(6) It [] is, [] is not offering commercial satellite services that will use satellites, launched on or after December 31, 2022, that will be designed or manufactured by an entity controlled in whole or in part by, or acting on behalf of, the government of a covered foreign country. If affirmative, identify the entity, the covered foreign country, and the relationship of the entity to the government of the covered foreign country:_____;

(7) It [] is, [] is not offering commercial satellite services that will use satellites, launched outside the United States on or after December 31, 2022, using a launch vehicle that is designed or manufactured in a covered foreign country. If affirmative, identify the covered foreign country:_____;

(8) It [] is, [] is not offering commercial satellite services that will use satellites, launched outside the United States on or after December 31, 2022, using a launch vehicle that is provided by the government of a covered foreign country. If affirmative, identify the covered foreign country:_____; and

(9) It [] is, [] is not offering commercial satellite services that will use satellites, launched outside the United States on or after December 31, 2022, using a launch vehicle that is provided by an entity controlled in whole or in part by, or acting on behalf of, the government of a covered foreign country. If affirmative, identify the entity, the covered foreign country, and the relationship of the entity to the government of the covered foreign country:_____.

(d) Disclosure. If the Offeror has responded affirmatively to any representation in paragraphs (c)(7) through (c)(9) of this provision, and if such launches are covered in whole or in part by a contract or other agreement relating to launch services that, prior to June 10, 2018, was either fully paid for by the satellite service provider or covered by a legally binding commitment of the satellite service provider to pay for such services, provide the following information:

- (1) The entity awarded the contract or other agreement:_____.
- (2) The date the contract or other agreement was awarded:_____.
- (3) The period of performance for the contract or other agreement:_____.

(e) The representations in paragraph (c) of this provision are a material representation of fact upon which reliance will be placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

252.225-7050 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (SEP 2021)

(a) Definitions. As used in this provision—

“Government of a country that is a state sponsor of terrorism” includes the state and the government of a country that is a state sponsor of terrorism, as well as any political subdivision, agency, or instrumentality thereof.

“Significant interest” means—

(1) Ownership of or beneficial interest in 5 percent or more of the firm’s or subsidiary’s securities. Beneficial interest includes holding 5 percent or more of any class of the firm’s securities in “nominee shares,” “street names,” or some other method of holding securities that does not disclose the beneficial owner;

(2) Holding a management position in the firm, such as a director or officer;

(3) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(4) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(5) Holding 50 percent or more of the indebtedness of a firm.

“State sponsor of terrorism” means a country determined by the Secretary of State, under section 1754(c)(1)(A)(i) of the Export Control Reform Act of 2018 (Title XVII, Subtitle B, of the National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, state sponsors of terrorism include Iran, North Korea, and Syria.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, unless a waiver is granted by the Secretary of Defense, no contract may be awarded to a firm if the government of a country that is a state sponsor of terrorism owns or controls a significant interest in—

- (1) The firm;
- (2) A subsidiary of the firm; or
- (3) Any other firm that owns or controls the firm.

(c) Representation. Unless the Offeror submits with its offer the disclosure required in paragraph (d) of this provision, the Offeror represents, by submission of its offer, that the government of a country that is a state sponsor of terrorism does not own or control a significant interest in—

- (1) The Offeror;
- (2) A subsidiary of the Offeror; or
- (3) Any other firm that owns or controls the Offeror.

(d) Disclosure.

(1) The Offeror shall disclose in an attachment to its offer if the government of a country that is a state sponsor of terrorism owns or controls a significant interest in the Offeror; a subsidiary of the Offeror; or any other firm that owns or controls the Offeror.

(2) The disclosure shall include—

- (i) Identification of each government holding a significant interest; and
- (ii) A description of the significant interest held by each government.

SECTION L
INSTRUCTIONS TO OFFERORS

LOWEST PRICE TECHNICALLY ACCEPTABLE (LPTA) PROCESS WITH PAST PERFORMANCE ACCEPTABILITY

I. Proposal Format

A. General: The following instructions cover the preparation and submittal of the offeror's proposal for this solicitation. Offerors must follow the instructions contained herein. Offerors are cautioned that any noncompliance with the terms and conditions of the RFP may cause their proposal to be determined to be unacceptable and therefore not considered eligible for award. Offerors shall submit only one proposal for the Saudi Arabia Communications Security (COMSEC) Program as the Government will review only one proposal per offeror. Proposals must be received by AFLCMC/HNCKA, Ms. Danielle Vega, Contract Specialist, at danielle.vega@us.af.mil and Ms. Quinella M. Purks, Contracting Officer (CO), at quinella.purks.1@us.af.mil no later than the date and time specified in Block 8 on the face page of the RFP.

B. Electronic Offers: The offeror shall submit Volumes I through IV on separate files, in electronic format via the DoD Safe Site at <https://safe.apps.mil>, indicating the name of the volume number and title on each file. The offeror shall email Ms. Danielle Vega, Contract Specialist at danielle.vega@us.af.mil and cc Ms. Quinella M. Purks, Contracting Officer, at quinella.purks.1@us.af.mil no earlier than 14 days, and no later than one day, prior to solicitation closing so that the offeror can be provided with two (2) DoD Safe Site codes to upload proposal files.

C. The Government will not be responsible for an offeror's inability to submit a proposal (containing all required responses, data, information, etc.) due to a late or delayed request for a DoD SAFE Request Code. If you have requested a Request code and have not received the code within seven days of the quotation due date, please send a follow-up email to the above named PCO. Offerors shall familiarize themselves with uploading documents into DoD SAFE through the information and instructions provided on the DoD SAFE website.

D. The offeror shall use separate files to permit rapid location of all portions, including factors, supplements, exhibits, annexes, and attachments, if any. Each volume shall be on a separate file. If files are compressed, the necessary decompression program must be included. The offeror's files shall be virus free.

E. The electronic versions of the proposal shall be submitted in a format readable by Microsoft (MS) Office Word 2016, MS Office Excel 2016, MS Office Project 2016, and MS Office Power Point 2016, as applicable. The Government will accept .pdf files for the electronic version with the exception of the price proposal (MS Office Excel 2016) which requires the formulas to be reviewed by the Government. Please do not "read protect" submitted Excel worksheets. Provide all formulas (evident within the spreadsheet) and links used. Do not embed electronic files within other electronic files. Excel spreadsheets must be editable and not password protected.

F. Offerors are requested to submit Volume III, Past Performance Information, so that it is received ten (10) calendar days prior to the required due date for proposals. Failure to submit Volume III by the earlier date will not result in offeror disqualification.

G. In accordance with FAR Subpart 4.8, Government Contract Files, the Government will retain one copy of all unsuccessful proposals. Unless the offeror requests otherwise, the Government will destroy extra copies of such unsuccessful proposals.

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

H. Period for acceptance of offers. The offeror shall provide a statement that the offeror's proposal and prices will remain in effect for 180 calendar days after solicitation closing date.

I. Product samples. Elaborate brochures or documentation, binding, detailed artwork, or other embellishments are unnecessary and are not desired.

J. Questions, Clarifications, or Discrepancies. Address all questions, clarifications, or concerns regarding this full proposal submission in writing to Ms. Danielle Vega, Contract Specialist via e-mail at danielle.vega@us.af.mil, and cc Ms. Quinella M. Purks, Procuring Contracting Officer, via e-mail at quinella.purks.1@us.af.mil, referencing solicitation number FA8307-22-R-0088. Questions may be submitted up to 14 calendar days prior to full proposal submission date located in block 8 of the RFP in the format at Attachment 5, "Question and Answer Template." In the event of solicitation discrepancies (e.g., errors, omissions, or is otherwise unclear or unsound), offerors shall immediately notify the CO in writing with supporting rationale.

K. Debriefings. The CO will promptly notify unsuccessful offerors in accordance with procedures outlined in FAR Subpart 15.5, Preaward, Award, and Postaward Notifications, Protests, and Mistakes. Unsuccessful offerors may request and receive a debriefing in accordance with FAR Subpart 15.5.

L. Communications: Exchanges of source selection information between Government and offerors will be controlled by the CO. Email may be used if so directed by the CO. If directed to use email, the email shall be sent encrypted, and must include "Source Selection Information - See FAR 2.101 and 3.104 – Controlled Unclassified Information" in the subject line of the email. In order to facilitate the sending and receiving of encrypted emails, offerors must use MS Outlook email configured to support encryption or a different email product that is S/MIME compatible and configured to support encryption. If directed to use email, file suppression utilities, to include but not limited to zip files, will not be accepted.

II. Volume Organization

A. General: Proposals shall be submitted to the Government in four (4) separate volumes as set forth below:

| VOLUME | PAGE LIMITS | NUMBER OF COPIES | DESCRIPTION |
|--------|----------------|---------------------|--|
| I | N/A | 1 | ADMINISTRATIVE - Completed/Signed SF 1449 - Acknowledged/Signed Amendments - Completed Provisions - Statement of Offerors - Contractor Teaming Arrangement (if applicable) - Cross Reference Matrix |
| II | 45 | 2 | Factor 1 - Technical Approach (1 Unsanitized & 1 Sanitized Copy) - Subfactor 1 – COMSEC Managerial Duties |
| | 25 | | PWS Sections: 1.3: 1.3.1.1.14, 1.3.1.1.15, 1.3.1.1.16 |
| | 10 | | - Subfactor 2 – Emergency & Precautionary Destruction Plan |

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

| | | | |
|-----|-----|-----------------------------------|---|
| 10 | | -Subfactor 3- Transition/Phase-In | |
| III | N/A | 1 | Factor 2 - Past Performance (Attachment 3 (FACTS Sheet) and Narrative) 1 Unsanitized |
| IV | N/A | 1 | Factor 3 - Price 1 Unsanitized |

In addition to the page limitations set forth above, proposal volumes shall comply with the following format:

1. Print shall be Times New Roman, no smaller than a font size of 12, shall not be condensed and should be printable on 8 1/2 x 11 inch paper, excluding any charts, graphs, drawings, diagrams, supporting illustrations, or spreadsheets, etc. Pages shall be single-spaced. Each volume within the proposal shall be separately identified. Margins shall be no smaller than 1 inch and each page within a volume shall be numbered consecutively. Elaborate formats, bindings or color presentations are not desired or required.
2. The page limitation for Volume II, Written Technical Approach Proposal, which includes Subfactor One, Two and Three is 45 pages, for both the unsanitized and sanitized copies. The page limitation includes any cover page, charts, graphs, drawings, diagrams, supporting illustrations, spreadsheets, etc., but excludes any table of contents or list of acronyms (if utilized). When both sides of a sheet display printed material, it shall be counted as two pages. Offerors are cautioned that any pages that exceed the page limitations shall not be read but shall be removed and either retained in the contract file without being considered in the evaluation, or, sent back to the offeror.
3. Page limitations may be placed on responses to Evaluation Notices (ENs), if issued. The specified page limits for EN responses will be identified in the letters forwarding the ENs to offerors or on the EN form itself.
4. Each page containing proprietary information should be so marked.
5. Each page should contain the following legend at the bottom of each sheet:

SOURCE SELECTION INFORMATION--SEE FAR 2.101 and 3.104 - CONTROLLED UNCLASSIFIED INFORMATION

B. Volume I, Administrative

1. General: Volume I – Administrative. Offerors shall submit one virus free, unsanitized copy of the administrative proposal. Offerors shall include a copy of the completed RFP with an original signature of a corporate officer authorized to negotiate for the company. Include any proposed discount terms in Block 12 and the name of the company, address, and phone number in Block 17a.
2. Offerors shall include acknowledged and original signed copies of any amendments to the RFP, if applicable.
3. If applicable, offerors shall include a cover letter delineating any exceptions taken to the RFP terms and conditions with accompanying rationale. However, offerors are cautioned that any noncompliance with the terms and conditions of the RFP may cause their proposal to be determined unacceptable and therefore not considered eligible for award.

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

4. Offerors shall ensure that all clauses and provisions that require "fill in" information are appropriately completed, including the proposed prices associated with the contract line items in the Schedule of the RFP. See below required provisions.

| Provision Reference | Title |
|-------------------------------------|--|
| FAR 52.204-17 | Ownership or Control of Offeror |
| FAR 52.204-20 | Predecessor of Offeror |
| FAR 52.204-24 | Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment |
| FAR 52.209-2 | Prohibition on Contracting With Inverted Domestic Corporation |
| FAR 52.209-5 | Certification Regarding Responsibility Matters |
| FAR 52.209-7 | Information Regarding Responsibility Matters |
| FAR 52.209-11 | Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law |
| DFARS 252.204-7007 (Alternate A) | Alternate A – Annual Representations and Certifications – |
| DFARS 252.203-7005 | Representation Relating to Compensation of Former DoD Officials |
| DFARS 252.237-7024 | Notice of Continuation of Essential Contractor Services (offeror shall include a written plan that meets the minimum requirements identified in the clause). |

5. Statement of Offerors: Offerors shall include a statement of the offeror's appointed individual to make contractual decisions, and include the offeror's Commercial and Government Entity (CAGE) code, Unique Entity Identifier (UEI) number, Tax ID number, along with an email address, and telephone number.

6. Contractor Teaming Arrangement (If Applicable): Offerors may propose under this solicitation through a contractor teaming arrangement as defined in FAR Section 9.601. In the event the offeror is a Joint Venture Agreement (JVA)/Teaming Arrangement, the offeror shall provide a copy of the JVA/Teaming Arrangement. The JVA/Teaming Arrangement shall specify the rights and responsibilities of each partner and shall identify the managing partner. In addition, the offeror shall provide a summary narrative that specifically delineates what each partner will do in regard to performing the contract. The responsibilities of the managing partner are significantly more important than the responsibilities of all other partners combined. As such, a contractor teaming arrangement means an arrangement in which –

6.1. Two or more companies form a partnership or joint venture to act as a potential prime contractor; or

6.2. A potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program. A major subcontractor is defined as a subcontractor performing more than 25% of the contract effort. Offerors proposing a contractor team arrangement shall include a statement that fully discloses the contractor team arrangement and company relationships pursuant to FAR Section 9.603, Policy.

7. Cross Reference Matrix: The offeror shall fill out the cross reference matrix at (see RFP Attachment 8) indicating where in its proposal the information can be found as it relates to the RFP. The cross reference matrix will be utilized as a tool to show critical interrelationships and dependencies among the Performance Work Statement (PWS), the Contract Line Item Numbers (CLIN), Section L (Instructions to Offerors), and Section M (Evaluation Basis for Award). The cross reference matrix will help an offeror ensure it has responded to all the evaluation criteria and proposal submittal requirements identified in the solicitation. If the matrix conflicts with any other requirement, direction, or provision of this

solicitation, the other reference shall take precedence over the matrix. Additionally, to the extent the matrix discloses details as to the manner by which the Government intends to evaluate the offeror's proposals for award, Section M references in the matrix are for informational purposes only, and the Government shall be obligated to evaluate proposals solely in conformance with Section M of the solicitation.

C. Volume II Written Technical Proposal

1. General: Offerors shall submit one virus-free, sanitized electronic copy and one virus-free, unsanitized electronic copy of the technical proposal. The written technical proposal shall be clear, concise, and include all the information required by this provision in sufficient detail for effective evaluation. The proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the offeror intends to meet these requirements. Offerors shall assume the Government has no prior knowledge of their capabilities, work processes, facilities, and experience and will base its evaluation on the information presented in the offeror's technical proposal.

2. Proposal Sanitization. The offeror shall sanitize one copy by excluding any information that would identify their company (e.g., name, address, telephone numbers, employees' names, CAGE Code, and UEI). The sanitized Volume II proposal SHALL NOT contain the offeror's CAGE code or UEI number in the title name.

3. Format and Specific Content: The following information shall be provided in the written technical proposal and will be evaluated to assess technical acceptability in accordance with Section M, Evaluation Basis for Award. Note. The written technical proposal shall address each of the following sub-factors to describe the offeror's proposed approach to performing the requirements set forth in the Performance Work Statement (PWS).

3.1 Sub-factor One: Communications Security (COMSEC) Capability. The offeror shall propose an approach that clearly demonstrates evidence of the full capability and experience their team possesses for executing COMSEC support services to meet the PWS requirements. The capabilities presented should represent the offeror's approach to overall capability used in normal practice. The proposal shall include all of the PWS requirements with significantly more detail for the following elements:

- PWS 1.3.1.1.14. The offeror shall describe and address at a minimum, the procedures they would establish to ensure strict compliance and control of each item of keying material whenever operational requirements necessitate that material are turned over from one shift to another or from one individual to another.

- PWS 1.3.1.1.15. The offeror shall describe and address at a minimum, the procedures they will ensue to ensure that appropriate COMSEC material is readily available to properly cleared and authorized individuals whose duties require its use. If the material is classified, the offeror shall describe how they will verify that the individuals are cleared to the level of the material, how they will issue the material and by what means and the procedures they will use to ensure the material is safeguarded until it is returned to the managers.

- PWS 1.3.1.1.16. The offeror shall describe and address at a minimum, the procedures they would ensue to ensure COMSEC incidents, personnel or physical are reported according to the procedures outlined in the required NSA manuals.

3.2 Sub-factor Two: Emergency & Precautionary Destruction Plan. The offeror shall propose an Emergency & Precautionary Destruction Plan as outlined in PWS paragraph 1.3.1.1.6 that clearly demonstrates evidence of compliance with NSA CSS Policy Manual 3-16.

3.3 Sub-factor Three: Transition/Phase-In Plan. The offeror shall provide a realistic transition/phase-in plan as outlined in PWS paragraph 3.7 that includes specific phase-in procedures or methods that include at a minimum the following: key milestones that reflect a phase-in period of 30 days; chronological sequence of events and actions that will be taken to ensure contractor personnel are hired and in-place prior to full performance, housing and transportation arrangements, personnel security clearances, visas and any other in-country requirements.

D. Volume III - Past Performance

1. General:

1.1 The offeror shall submit Present and Past Performance Information for itself and any joint venture member, as well as each proposed critical subcontractor in accordance with the format contained in the "FACTS Sheet" (RFP Attachment 3) and the following paragraphs. (A critical subcontractor and/or teaming contractor is defined as an entity other than the offeror itself.) Each offeror shall submit a past performance volume with its proposal, containing past performance information in accordance with the format contained in RFP Attachment 3. This information is required on the offeror and all subcontractors, teaming partners, and/or joint venture partners who are proposed to perform 25 percent or more of the proposed effort based on the total proposed price or perform aspects of the effort the offeror considers critical to overall successful performance. Offerors are cautioned that the Government will use data provided by each offeror in this volume and data obtained from other sources in the evaluation of past performance.

1.2 Submit information in accordance with RFP Attachment 3: Provide Past Performance Information on three (3) recent contracts that you consider most relevant in demonstrating your ability to perform the Saudi Arabian COMSEC requirement. Also include information on three (3) recent contracts performed by each of your teaming partners and significant subcontractors that you consider most relevant in demonstrating their ability to perform the Saudi Arabian COMSEC requirements. Include rationale supporting your assertion of relevance. For a description of the characteristics or aspects the Government will consider in determining recency and relevance, see Section M, - Past Performance Factors.

1.3 Along with the information required in this paragraph, the offeror shall submit a consent form (RFP Attachment 4) executed by each subcontractor, teaming partner, and/or joint venture partner, authorizing release of adverse past performance information to the offeror so the offeror can respond to such information. For each identified effort for a commercial customer, the offeror shall also submit a client authorization letter, authorizing release to the Government of requested information on the offeror's performance.

1.4 The evaluation of the offeror's/joint venture member's present/past performance WILL NOT include the present/past performance of any subcontractor(s), even though they may perform major or critical aspects of this requirement.

2. Past Performance Format: The requested present and past performance information shall be provided in a separate volume labeled "Volume III - Past Performance." A summary page shall be provided for this acquisition, describing the proposed role of the offeror, any joint venture member and critical subcontractor (nature of work and percentage of overall work).

2.1 Offerors are required to explain what aspects of the contracts indicated are deemed relevant to the proposed effort and to what aspects of the proposed effort they relate, focusing on the Technical sub-factors. This may include a discussion of efforts accomplished by the offeror to resolve problems encountered on prior contracts as well as past efforts to identify and manage program risk. Merely having problems does not automatically equate to an unacceptable past performance evaluation rating, since the problems encountered may have been on a more complex program, or an offeror may have subsequently demonstrated the ability to overcome the problems encountered. The offeror is required to clearly demonstrate management actions employed in overcoming problems and the effects of those actions in

terms of improvements achieved or problems rectified. For example, submittal of quality performance indicators or other management indicators that clearly support that an offeror has overcome past problems is required. Categorize the relevant information into the specific Technical sub-factors and Price factor used to evaluate the proposal.

2.2 Summary page information must clearly communicate that proposed critical subcontractor(s) meet the definition of a critical subcontractor established above. Efforts submitted for proposed critical subcontractors not meeting the established definition will not be evaluated. Each offeror/joint venture member shall complete a separate FACTS Sheet for three (3) active or completed contracts (with at least one year of performance history) in the past three (3) years from the issuance date of the RFP, that the offeror/joint venture member considers relevant in demonstrating its ability to perform the proposed effort. If the total number of such contracts exceeds three (3), each offeror/joint venture member shall address its three (3) most recent and relevant contracts. For each critical subcontractor included in the offeror's proposal, a FACTS Sheet for three (3) of their most recent and relevant contracts shall also be included. The evaluation of the offeror's/joint venture member's present/past performance WILL NOT include the present/past performance of any predecessor companies, affiliates, other divisions or corporate management, even though they may perform major or critical aspects of this requirement. The offeror's/joint venture member's or critical subcontractor's present and past performance information may include data on efforts performed by other predecessor companies, affiliates, other divisions or corporate management if such was provided for evaluation and if the offeror's past performance volume demonstrates the company, affiliate, or division will provide the offeror with resources for the instant proposed effort, such as workforce, management, facilities, or other capabilities demonstrating direct and meaningful involvement in the performance of the instant proposed effort. The FACTS Sheet shall clearly indicate the division or corporate organization that performed or is presently performing the contract. Contracts listed may include those with the Federal Government, state and local governments or their agencies, and commercial customers.

3. Key Personnel: Offerors, joint venture members, or critical subcontractors that are newly formed entities (in existence less than three (3) years from the issuance date of this solicitation) who either have no prior contracts or do not possess relevant corporate past performance, but have key personnel with relevant past performance while employed by another company, may demonstrate the performance of such key personnel by submitting FACTS Sheets for up to three (3) individuals of their most recent and relevant contracts under which such key personnel performed the same role currently being proposed on the instant acquisition and this performance occurred during the past three (3) years from the issuance date of this solicitation. Note however, that the quality of the key personnel's performance under the submitted contract must be able to be verified by the Past Performance Team in order to be considered in the assessment of confidence. Any such key personnel must already be employed by the offeror/joint venture member, or in the case of a critical subcontractor, must already be employed by the critical subcontractor; a letter of intent to hire does not constitute employment.

4. Subcontractor/Teaming Member Consent Form: In addition to the information provided in the FACTS Sheet (RFP Attachment 3) for each entity as required above, the offeror must submit a consent letter executed by each of its proposed teaming member(s) and/or critical subcontractors authorizing release of adverse past performance information to the prime offeror to allow the prime offeror an opportunity to respond. A sample Subcontractor/Teaming Partner Consent Form is attached to this RFP (RFP Attachment 4). The consent form shall be completed by the team member(s) and/or critical subcontractors identified in your proposal. The completed consent forms shall be submitted as part of your Past Performance Volume III.

5. Small Business Compliance in Past Performance Efforts: On the three (3) contracts submitted in Volume III, Past Performance, include relevant information in the FACTS Sheet concerning the offeror's/joint venture member's and critical subcontractor's compliance with FAR 52.219-8, Utilization of Small Business Concerns or FAR 52.219-9, Small Business Subcontracting Plan, if these clauses are or were contained in the contract. (Please note that FAR 52.219-8 does apply to ALL businesses, whereas FAR 52.219-9 only applies to large businesses.) When subcontracting possibilities existed on the contracts submitted by the offeror/joint venture member and critical subcontractor, address whether or not

the offeror/joint venture member and critical subcontractor awarded subcontracts to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZONE small business concerns, small disadvantaged business concerns, and women-owned small business concerns to the fullest extent consistent with efficient contract performance. If none of the submitted contracts included these clauses, whenever subcontracting possibilities existed in the performance of these contracts, address whether or not it was the offeror/joint venture member and critical subcontractor's policy to utilize small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZONE small business concerns, small disadvantaged business concerns, and women-owned small business concerns to the fullest extent consistent with efficient contract performance.

6. FACTS Sheet: The offeror/joint venture member or critical subcontractor, if applicable, shall focus its FACTS Sheet responses so that they clearly correlate present and past performance with the requirements of this RFP. The FACTS Sheet responses must clearly describe the relevance of the effort to the work proposed. The answering space on the FACTS Sheet may be expanded so that the filled-in FACTS Sheet for each relevant contract covers no more than both sides of three (3) 8 ½ x 11 inch pages (i.e., no more than six (6) pages). (See paragraph fill in of the FACTS Sheet.) Provide the most current information for the Points of Contact (POCs) identified on the FACTS Sheets. At least two of the following (in descending order of availability) should be identified as current POCs on the FACTS Sheets:

- (a) Procuring Contracting Officer/Contract Negotiator or equivalent
- (b) Program/Project Manager, or equivalent
- (c) Administrative Contracting Officer/Contract Administrator or equivalent
- (d) Other (as specified in your FACTS Sheet)

If problems were encountered during the performance of the identified contracts, provide evidence of the ability to isolate the root causes of problems and include in the FACTS Sheet a description of programs or actions taken to resolve those causes. Problems not addressed in the FACTS Sheet, but found by the Government during the evaluation of the information in this volume, will be assumed to still exist. Note: In the case of Contractor Performance Assessment Report System (CPARS), if your input has already been provided and the rationale/circumstances have not changed, DO NOT repeat them here.

7. Follow-up Discussions: The Government may conduct follow-up discussions with any of the POCs identified in the FACTS Sheets or in the offeror's Present/Past Performance Volume.

8. Past Performance Questionnaire: The Present/Past Performance Questionnaire (see RFP Attachment 5) will be one means used by the Government to obtain present/past performance information. The Government reserves the right to change, alter, and/or supplement the questionnaire without further notice to the offeror(s). The offeror shall send out and track the completion of the Present/Past Performance Questionnaires (See RFP Attachment 5) to each of the offeror's, joint venture members' and/or critical subcontractors' (i.e., each entity's) Points of Contact (POCs) identified in each FACTS Sheet. The responsibility to send out and track the completion of the Present/Past Performance Questionnaires rests solely with the offeror - i.e., it shall not be delegated to any other entity. The Transmittal Letter (see RFP Attachment 6)) shall be used by the offeror in sending out the Present/Past Performance Questionnaires. Exert your best effort to ensure that at least two POCs per relevant contract submit a completed Present/Past Performance Questionnaire directly to the Government not later than the date established in the RFP for receipt of proposals. POCs shall submit their completed Present/Past Performance Questionnaire by email to Ms. Danielle Vega, Contract Specialist at danielle.vega@us.af.mil and cc Ms. Quinella M. Purks, CO at quinella.purks.1@us.af.mil. Once the Present/Past Performance Questionnaires are completed by your POCs, the information contained therein shall be considered source selection sensitive and shall not be released to you, the offeror. Therefore, any exchange/contact between the offeror/joint venture member and/or critical subcontractor and its own POCs in regards to comments made on the questionnaire is not permitted.

9. RFP Attachments 3 and 5 (FACTS Sheet and Present/Past Performance Questionnaire) must include the following legend at the top and bottom of the page:

SOURCE SELECTION INFORMATION - See FAR 2.101 and 3.104 – CONTROLLED UNCLASSIFIED INFORMATION

E. Volume IV, Cost/Price Proposal

1. Price Reasonableness: This section is to assist you in submitting data other than certified cost or pricing data that is required to evaluate the reasonableness and balance of your proposed cost/price. Compliance with these requirements is mandatory and failure to comply may result in rejection of your proposal. Additionally, unbalanced pricing poses an unacceptable risk to the Government and may be a reason to reject an offeror's proposal. Offers should be sufficiently detailed to demonstrate their reasonableness and balance. The burden of proof for credibility of proposed prices rests with the offeror.

2. Cost or Pricing Data Requirements: In accordance with FAR 15.403-1(b) <<https://acquisition.gov>> and 15.403-3(a) <<https://acquisition.gov>>, data other than certified cost or pricing data may be required to support a determination of price reasonableness. Data shall be provided in accordance with FAR 15.403-5 <https://acquisition.gov>. If, after receipt of proposals, the CO determines that there is insufficient data available to determine price reasonableness and none of the exceptions in FAR 15.403-1 <<https://acquisition.gov>> apply, the offeror shall be required to submit additional cost or pricing data.

3. Volume Organization:

3.1 The Price volume shall consist of the following sections:

SECTION 1 - Table of Contents; summary descriptions of estimating, purchasing, and accounting systems; changes to estimating, accounting practices, or Cost Accounting Standards (CAS) Disclosure Statement.

SECTION 2 - Data other than certified cost or pricing data, to include estimating methodology.

SECTION 3 - Other information such as Government Furnished Property/Government Furnished Equipment (GFP/GFE), base support, long lead costs, termination costs, development/production schedule, inflation rate summary and explanation, and special tooling/test equipment. List each exception to the ground rules and assumptions provided in the solicitation and each qualification of the Price volume, if any. Provide complete rationale for any exceptions.

3.2 Summarize all significant pricing assumptions, scope limitations and/or qualifications of the Price proposal. In evaluation of the proposed price, the government will assume that the offerors' proposal will be valid at time of award.

3.3 When responding to the Price Section requirements in the solicitation, the offeror may use any generally accepted estimating technique to develop their proposal. Provide a summary description of your standard estimating system or methods.

3.4 In addition to the Price Section, RFP Section B shall be filled out for all priced line items except for materials and data. The data CLIN will be left blank for all years.

III. Contract Documentation

A. Model Contract/Representations and Certifications:

1. The purpose of this section is to provide information to the Government for preparing the contract document and supporting file. The offeror's proposal shall include a signed copy of the Model Contract and completed Sections A through K.

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

2. Section A - Solicitation/Contract Form: Complete blocks 15 - 18 of the SF33. Signature by the offeror on the SF33 constitutes an offer, which the Government may accept.
 3. Section B - Services and Prices. All pricing information shall be limited to Contract Line Item Number (CLIN) or Sub-CLIN level pricing, including unit and extended pricing as specified in Section B.
 4. Section I - Contract Clauses
 5. Section K - Representations, Certifications, and other Statements of Offerors: Complete representations, certifications, acknowledgments and statements. Offerors must have filled out and completed pertinent online information such as Annual Representations and Certifications (May 2014), Central Contractor Registration (CCR), Dun and Bradstreet (DUNS) number/Unique Identifier Entity(UIE), Contractor and Government Entity (CAGE) code, Taxpayer Identification Number (TIN) at <https://www.sam.gov> in addition to what is in Section K.
 6. Exceptions to Solicitation Requirements - Offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements. Failure to meet a requirement may result in an offer being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, cost, and specific requirements of the solicitation. This information shall be provided in the format and content shown below. Failure to comply with the terms and conditions of the solicitation may result in the offeror being ineligible for award.
- B. Other Information Required:
1. Company/Division Address, Identifying Codes, and Applicable Designations – As required in Volume I, Administrative Documentation, offeror shall provide company/division's street address, county and facility code; CAGE code; DUNS code/UIE; and size of business (large or small).
- NOTE: Prime offerors with multiple cage codes (interdivisions, subsidiaries, affiliates, divisions, sectors, groups, ETC) will be required to submit one main cage code for their company.
2. Contract teaming arrangements – As required in Volume I, Administrative Documentation, all subcontractors, teaming partners, and/or joint venture partners shall be identified. All written arrangements and letters of intent must be signed by all parties and included as well. Offerors are cautioned that the Government will evaluate the past performance of all subcontractors, teaming partners, and/or joint venture partners IAW Section M. The offeror shall submit a consent letter executed by each subcontractor, teaming partner, and/or joint venture, authorizing release of adverse past performance information to the offeror so the offeror can respond to such information

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

- | | |
|-----------|---|
| 52.203-18 | PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS - REPRESENTATION (JAN 2017) |
| 52.204-07 | SYSTEM FOR AWARD MANAGEMENT (OCT 2018) |
| 52.211-14 | NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008) |
| | Contracting Officer indicates DX or DO Rated Order: 'DO-C9' |

- 52.215-01 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (NOV 2021) -
ALTERNATE I (OCT 1997)
- 52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES--IDENTIFICATION OF
SUBCONTRACT EFFORT (OCT 2009)
Applies to Cost CLIN(s) only.
- 52.216-01 TYPE OF CONTRACT (APR 1984)
Type of contract is 'Firm-Fixed Price'
- 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB
1999)
- 52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN
(OCT 2020)
- 52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER
(JUL 2013)
- 52.233-02 SERVICE OF PROTEST (SEP 2006)
Para (a) Official or location is 'Quinella M. Purks
130 Norton St
Joint Base San Antonio, Lackland, Texas 78211
quinella.purks.1@us.af.mil'

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

- 252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)
- 252.215-7007 NOTICE OF INTENT TO RESOLICIT (JUN 2012)
- 252.215-7008 ONLY ONE OFFER (JUL 2019)
- 252.215-7010 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER
THAN CERTIFIED COST OR PRICING DATA (JUL 2019)
- 252.215-7013 SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE
CONTRACTORS (JAN 2018)
- 252.216-7002 ALTERNATE A, TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL
REQUIREMENTS--NON-COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE
COMPETITION (FEB 2007)
- 252.237-7024 NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)
Para (b), Identify attachment. '1-PWS'
Para (b), date. '28 JUN 2022'
- 252.239-7017 NOTICE OF SUPPLY CHAIN RISK (FEB 2019)

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/browse/index/far>
<https://www.acquisition.gov/dfars>
<https://www.acquisition.gov/affars>

52.252-05 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

OTHER SOLICITATION PROVISIONS IN FULL TEXT

L011 APPLICABLE CLAUSES (APR 2013)

The appropriate clauses to be included in the contract will be determined based on Offeror's response to the Section K representations.

(a) Patent Rights. If the Offeror is a small business firm or nonprofit organization, then FAR 52.227-11, PATENT RIGHTS -- OWNERSHIP BY THE CONTRACTOR, and DFARS 252.227-7039, PATENTS - REPORTING OF SUBJECT INVENTIONS will be used in Section I. Otherwise, DFARS 252.227-7038, PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS), will be included in Section I consistent with FAR Part 27.

(b) Cost Accounting Standards. Section I of this solicitation may contain the three Cost Accounting Standards clauses at FAR 52.230-3, 52.230-4, 52.230-5, and/or 52.230-6. The resultant contract will contain only those clauses required based on the Offeror's response to the Section K certification titled Cost Accounting Standards Notices and Certification (National Defense).

(c) State of New Mexico. Section I of this solicitation may contain the clause at FAR 52.229-10, STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX. The resultant contract will contain this clause only if performance is in whole or in part within the State of New Mexico and the contract directs or authorizes the contractor to acquire property as a direct cost under the contract.

(d) Educational institutions and nonprofit organizations. If a cost-reimbursement type contract is contemplated and the offeror is an educational institution, paragraph (a) of the clause at FAR 52.216-7, Allowable Cost and Payment shall be altered in the resultant contract to refer to FAR Subpart 31.3 for determining allowable costs. Similarly, if the offeror is a nonprofit organization (other than an educational institution, a State or local government, or a nonprofit organization exempted under OMB Circular No. A-122), paragraph (a) of the clause at FAR 52.216-7 shall be altered to refer to FAR Subpart 31.7. In addition, if the offeror is an educational institution, DFARS 252.209-7005, MILITARY RECRUITING ON CAMPUS, will be added to Section I of the resultant contract.

(e) Subcontracting Plan. DFARS 219.708 was amended to require the use of clause 252.219-7004, Small Business Subcontracting Plan (Test Program), instead of 252.219-7003, Small Business Subcontracting Plan (DoD Contracts), and FAR 52.219-9, Small Business Subcontracting Plan, in prime contracts with contractors that have comprehensive subcontracting plans approved under the test program described in DFARS 219.702. Also, include in the prime contract, solely for the purpose of flowing the clauses down to subcontractors, FAR clause 52.219-9, Small Business Subcontracting Plan, and 252.219-7003, or when contract will not be reported in FPDS, FAR clause 52.219-9, Small Business Subcontracting Plan with its Alternate III and 252.219-7003 Small Business Subcontracting Plan (DoD Contracts) with its Alternate I.

L029 DETERMINATION OF COMPETITIVE RANGE (FEB 1997)

(a) Pursuant to FAR 15.306, the Contracting Officer's determination of competitive range of proposals submitted as a result of this solicitation will consider such criteria as technical evaluation/ranking of the proposal, initial cost/ price proposed, and other items set forth in Section M of this solicitation. See the Section M paragraph entitled "Evaluation Criteria," for a definitive listing of these criteria and their relative importance.

(b) Offerors are hereby advised that only those proposals determined to have a reasonable chance for award of a contract will be included in the competitive range. While every effort will be made to maintain strong competition, the Contracting Officer will also look to eliminate time consuming and unnecessary discussions with those offerors whose proposals have no reasonable chance for award. This procedure is considered beneficial to both the Air Force and the offerors involved since, in addition to saving further expenditure of resources, acquisition lead time should be reduced.

(c) Accordingly, offerors should submit initial proposals on their most favorable terms, from both a technical and cost/price standpoint. Again, it should be noted that proposals will not be included in the competitive range solely on the basis of technical acceptability, nor will they be included due to cost/price considerations alone.

(d) Offerors whose proposals are not included in the competitive range will be notified as soon as practicable. Additional information relative to such proposals will be provided through debriefing of unsuccessful offerors.

L045 ACCESS TO AIR FORCE COMPUTER SYSTEMS (FEB 2011)

If performance under this contract will require access to Air Force computer systems (stand alone or networked), compliance with Air Force Instruction (AFI) 33-119 and Air Force Instruction (AFI) 33-200 is mandatory. It should be noted that such access requires, at a minimum, a National Agency Check or Entrance National Agency Check in accordance with DoD 5200.2-R, Personal Security Program. Offerors should make themselves familiar with local procedures for processing such requirements, and be prepared to be in compliance on the first day of contract performance. Failure to comply with this requirement may be considered a failure to perform.

SECTION M
EVALUATION BASIS FOR AWARD

LOWEST PRICE TECHNICALLY ACCEPTABLE (LPTA) PROCESS WITH PAST PERFORMANCE ACCEPTABILITY

I. Basis for Contract Award:

A. Source Selection Methodology: This acquisition is a 100% total small business set aside and will utilize the Lowest Price Technically Acceptable (LPTA) source selection procedure in accordance with FAR 15.101-2 and 15.3 as supplemented by the DoD Source Selection Procedures referenced in DFARS 215.300 and the AFFARS Mandatory Procedures 5315.3 to make an integrated assessment for a best value award decision. The Government intends to award one contract as a result of this solicitation. A decision on the technical acceptability of each offeror's proposal will be made. Among those offerors who are determined to be technically acceptable and have acceptable past performance, award will be made to the offeror having the lowest total evaluated price. Offerors are reminded that the Government will only evaluate one proposal from each offeror. Award will be made to the responsible offeror whose proposal is technically acceptable, has acceptable past performance, conforms to all solicitation requirements, such as terms and conditions, representations and certifications, technical requirements, and also provides the best value to the Government based on the results of the evaluation described in paragraph II below.

II. Proposal Evaluation: The evaluation process will be accomplished as follows (Organized by Volume):

A. General

1. Discussions: The Government intends to award without discussions, but reserves the right to conduct discussions if determined necessary. Any discussions will be conducted in accordance with FAR 15.306. If the CO determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the CO, with the concurrence of the Source Selection Authority, may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. If, during the evaluation period, it is determined to be in the best interest of the Government to hold discussions, a competitive range determination will be established, and the included offerors' responses to Evaluation Notices (ENs) and the Final Proposal Revision (FPR) will be considered in making the source selection decision. If the offeror's proposal has been evaluated as acceptable at the time discussions are closed, any changes or exceptions in the Final Proposal Revision are subject to evaluation and may introduce risk that the offeror's proposal be determined unacceptable and, thus, ineligible for award.

B. Volume II, Technical Factor

1. General: Each offeror's written technical proposal shall be evaluated based on the sub-factors below, to determine if the offeror provides a sound, compliant approach that meets the requirements of the Performance Work Statement (PWS) (RFP Attachment 1) and demonstrates a thorough knowledge and understanding of those requirements. The technical proposal addresses each of the following sub-factors in sufficient detail.

Sub-factor One: Communications Security (COMSEC) Capability. This subfactor is met when the offeror sufficiently demonstrates an approach that clearly demonstrates evidence of the full capability and experience their team possesses for executing COMSEC support services to meet the PWS requirements. The capabilities presented should represent the offeror's approach to overall capability used in normal practice. The proposal shall address all of the PWS requirements with significantly more emphasis for the following elements:

a) PWS 1.3.1.1.14. The government will evaluate this element in accordance with the minimum requirements listed in Section L, paragraph 3.2, PWS 1.3.1.1.14: The offeror shall describe and address at a minimum, the procedures they would establish to ensure strict compliance and control of each item of keying material whenever operational requirements necessitate that material are turned over from one shift to another or from one individual to another.

b) PWS 1.3.1.1.15. The government will evaluate this element in accordance with the minimum requirements as listed in Section L, paragraph 3.2, PWS 1.3.1.1.15: The offeror shall describe and address at a minimum, the procedures they will ensue to ensure that appropriate COMSEC material is readily available to properly cleared and authorized individuals whose duties require its use. If the material is classified, the offeror shall describe how they will verify that the individuals are cleared to the level of the material, how they will issue the material and by what means and the procedures they will use to ensure the material is safeguarded until it is returned to the managers.

c) PWS 1.3.1.1.16. The government will evaluate this element in accordance with the minimum requirements as listed Section L, paragraph 3.2, PWS 1.3.1.1.16: The offeror shall describe and address at a minimum, the procedures they would ensue to ensure COMSEC incidents, personnel or physical are reported according to the procedures outlined in the required NSA manuals.

Sub-factor Two: Emergency & Precautionary Destruction Plan. This subfactor is met when the offeror describes and addresses at a minimum in their Emergency & Precautionary Destruction Plan, the requirements detailed in NSA CSS Policy Manual 3-16. The government will evaluate this subfactor in accordance with the minimum requirements as listed in this paragraph and Section L, paragraph 3.2.

Sub-factor Three: Transition/Phase-In Plan. This subfactor is met when the offeror describes and addresses at a minimum their Transition/Phase-In Plan as outlined in PWS paragraph 3.7. The government will evaluate this subfactor with the minimum requirements as listed in this paragraph and Section L, paragraph 3.3.

2. Technical Rating: The technical rating reflects the evaluation of the acceptability of the offeror's technical approach for meeting the Government's requirement. The offeror's proposal shall be evaluated to determine whether the proposal is acceptable or unacceptable, using the ratings and descriptions outlined in the table below. One technical rating will be assigned to the Technical sub-factor. In order to be considered awardable, there must be an "acceptable" rating to each sub-factor.

Technical Acceptable/Unacceptable Ratings:

| Adjectival Rating | Description |
|-------------------|-------------|
|-------------------|-------------|

| | |
|------------|--|
| Acceptable | Proposal meets the requirements of the solicitation. |
|------------|--|

| | |
|--------------|--|
| Unacceptable | Proposal does not meet the requirements of the solicitation. |
|--------------|--|

C. Volume III, Past Performance Factor

1. General: The past performance assessment will assess the offeror's/joint venture member's ability including (which includes the extent of its critical subcontractors involvement) to successfully accomplish the proposed effort based on the offeror's demonstrated present and past work record. A critical subcontractor is defined as an entity (subcontractor and/or teaming contractor), other than the offeror itself, that will perform during the execution of the requirements outlined in this RFP. The Government will evaluate the offeror's/joint members' and if applicable, the critical subcontractors' demonstrated record of contract compliance in supplying products and services that meet users' needs, including cost and schedule. The recency and relevancy of the information, the source of the information, context of the data and general trends in the contractor's performance will be considered. For purposes of

this evaluation, recency is defined as active or completed efforts (with at least one (1) year of performance history) in the past three (3) years from the issuance date of this solicitation. The Government will take into account past performance information regarding predecessor companies (if used), affiliates, other divisions, or corporate management if such was provided for evaluation and if the offeror's past performance volume demonstrates the company, affiliate, or division will provide the offeror with resources for the instant proposed effort, such as workforce, management, facilities, or other capabilities demonstrating direct and meaningful involvement in the performance of the proposed instant effort.

2. Past Performance Assessment: In assessing present and past performance, the Government will employ several approaches, including, but not limited to:

a) Other Sources of Information: Pursuant to FAR 15.305(a)(2)(ii), the Past Performance Team evaluation is not limited to review of the information provided in the offeror's Present/Past Performance volume. Present/Past performance information may be obtained from the Government's Federal Awardee Performance and Integrity Information System (FAPIS), Contractor Performance Assessment Reporting System (CPARS) and Past Performance Questionnaires. The Government reserves the right to use performance information from other sources such as Defense Contract Management Agency (DCMA), Fee Determining Officials, or commercial sources. Data from previous source selections may be used if the data is recent and relevant.

b) Adverse Past Performance: Offerors shall be given an opportunity to address adverse past performance information if the offeror, joint venture member and/or critical subcontractor has not had a previous opportunity to respond to the information. Recent contracts will be examined to ensure that corrective measures have been implemented. The past performance evaluation assessment will consider issues including but not limited to the number and severity of the problems, the appropriateness and/or effectiveness of any corrective actions taken (not just planned or promised), and the overall work record. Prompt corrective action in isolated instances may not outweigh overall negative trends.

c) Critical Subcontractors: The evaluation of the offeror's/joint venture members' present/past performance WILL NOT include the present/past performance of any subcontractor(s) even though they may perform major or critical aspects of this requirement.

d) Key Personnel: For offerors/joint venture members or critical subcontractors that are newly formed entities (in existence less than three (3) years from the issuance date of this solicitation) who either have no prior contracts or do not possess relevant corporate past performance, but have key personnel with relevant past performance while employed by another company, the quality of such key personnel's performance as verified by the Past Performance Team will be considered if the submitted contract involves the key personnel performing the same role currently being proposed on the instant acquisition and this performance occurred during the past three (3) years from the issuance date of this solicitation. Any such key personnel must already be employed by the offeror/joint venture member, or in the case of a critical subcontractor, must already be employed by the critical subcontractor. Offerors are reminded that a letter of intent to hire does not constitute employment.

e) Evaluation of an Order or Series of Orders: If the contract you are submitting is an ordering type contractual vehicle (for example, including but not limited to an Indefinite Delivery "D" type contract per FAR 16.5), only after issuance of a delivery/task order does performance occur. Given this, an individual order (or series of orders) under the basic ordering contract shall be submitted, in lieu of just the basic ordering contract itself. All information provided to the Government, for an ordering type contractual vehicle, shall be at the order level (i.e. a delivery/task order).

i. When determining what order (or series of orders) to submit for evaluation, please reference Section M, paragraph 2(e)(iii), on how the Government will evaluate each submitted effort for recency, relevancy, and quality. In order to achieve optimal programmatic/logistical scope and magnitude of effort and complexities, as described in Section M paragraph 2(e)(iii), the offeror should consider submitting a series of orders, if possible. However, a series of orders should only be submitted if the series of orders is

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION M - EVALUATION FACTORS FOR AWARD

for continuous technical scope demonstrating relevancy to the instant acquisition. Not all ordering type contractual vehicles will have series of orders that meet this criteria. In this instance, only the single order demonstrating relevant technical scope should be submitted for evaluation.

ii. When submitting an individual order (or series of orders) under an ordering type contractual vehicle, it is important that the offeror's past performance information be accurate, complete, and in the correct format. If the information is not submitted in the correct format, the Government will not be able to evaluate the effort for recency, relevancy, and quality. There are specific places for submission of this information in the FACTS Sheet RFP Attachment 3. Please ensure the information submitted, in the FACTS Sheet RFP Attachment 3, is for each order (or series of orders), in lieu of just the basic ordering contract itself. This includes but is not limited to information such as the dollar value, period of performance, services managed, and type and complexity of data deliverables, for each order or series of orders.

iii. When submitting a series of orders for evaluation, the offeror should list the orders under the basic ordering type contractual vehicle that demonstrate relevancy, as defined in the Relevancy Definitions in Section M paragraph 3. Relevancy consists of not only technical complexities, but programmatic/logistical considerations. The programmatic/logistical considerations include dollar value, length of effort, type of services managed, and type and complexity of data deliverables. If an offeror submits a series of orders for evaluation, the total dollar value of each order (in the series of orders), the period of performance dates of each order (in the series of orders), the total quantity produced on each order (in the series of orders) and the type and complexity of data deliverables for each order (in the series of orders) shall be submitted. The total dollar value of each order (in the series of orders) shall be added up to calculate the Total Dollar Value to be used in the evaluation, for the submitted effort. The total period of performance of each order (in the series of orders) shall be added up to calculate the Total Period of Performance to be used in the evaluation, for the submitted effort. The total quantity produced on each order (in the series of orders) shall be added up to calculate the Total Quantity Produced to be used in the evaluation, for the submitted effort. The type and complexity of data deliverables provided on each order (in the series of orders) shall be evaluated as a whole for the series of orders.

Caution: All orders within the series of orders, being submitted, should be for the same continuous technical scope demonstrating relevancy to the instant acquisition. The Government reserves the right to request additional information from the offeror or Points of Contacts provided to verify that the series of orders is for the same continuous technical scope.

3. Relevancy Definitions: The Government will perform an independent determination of relevancy of the data provided or obtained. A relevancy determination will be made for each of the recent three (3) submitted contracts. The Government is not bound by the offeror's opinion of relevancy. The following relevancy criteria apply and will be assigned to each effort identified in an offeror's Volume III of its proposal:

" RELEVANT: Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires. As an example the effort must have included prior Communications Security experience and performance.

" NOT RELEVANT: Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

4. Past Performance Evaluation Ratings: As a result of the recency, relevancy and quality assessments of the contracts evaluated, one of the ratings as described in the DoD Source Selection Procedures will be assigned to the Past Performance factor.

| Adjectival Rating | Description |
|-------------------|-------------|
|-------------------|-------------|

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION M - EVALUATION FACTORS FOR AWARD

Acceptable Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown. (See note below.)

Unacceptable Based on the offeror's performance record, the Government does not have a reasonable expectation that the offeror will be able to successfully perform the required effort.

Note: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or is so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(iv)). Therefore, the offeror shall be determined to have unknown (or "neutral") past performance (see FAR 15.305(a)(2)(iv)). In the context of acceptability/unacceptability, a neutral rating shall be considered "acceptable."

5. Small Business Compliance in Past Performance Efforts: Pursuant to DFARS 215.305(a)(2), the assessment will consider whether the past performance demonstrated the offeror's/joint venture members' (and critical subcontractor's, if applicable) compliance with FAR 52.219-8, Utilization of Small Business Concerns, or FAR 52.219-9, Small Business Subcontracting Plan, when these clauses were contained in the submitted contracts. That is, on the three (3) respective contracts submitted for evaluation by the offeror/joint venture member and critical subcontractor, when subcontracting possibilities existed, did the offeror/joint venture member (and critical subcontractor, if applicable) award subcontracts to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZONE small business concerns, small disadvantaged business concerns, and women-owned small business concerns to the fullest extent consistent with efficient contract performance. (Please note that FAR 52.219-8 does apply to ALL offerors, whereas FAR 52.219-9 only applies to large businesses.) If none of the contracts submitted by the offeror/joint venture members and critical subcontractor included these clauses, when subcontracting possibilities existed in the performance of these contracts, address whether or not it was the offeror/joint venture member and critical subcontractor's policy to utilize small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZONE small business concerns, small disadvantaged business concerns, and women-owned small business concerns to the fullest extent consistent with efficient contract performance.

D. Volume IV, Cost/Price Factor

Price proposals will be evaluated for (1) completeness, (2) reasonableness, (3) unbalanced pricing, and (4) Total Evaluated Price. Offerors whose price is determined to be incomplete or unreasonable will not be considered for award. Additionally, an offer may be rejected if the Contracting Officer determines unbalanced pricing poses an unacceptable risk to the Government.

1. Completeness - The Government will review the pricing submissions for completeness and compliance with Section L of the solicitation.

2. Reasonableness: The offeror's price proposal will be evaluated, using one or more of the techniques defined in FAR 15.404, in order to determine if it is reasonable. For a price to be reasonable, it must represent a price to the Government that a prudent person would pay in the conduct of competitive business. Normally, price reasonableness is established through price analysis techniques as described in FAR 15.404. For additional information see FAR 31.201-3.

3. Unbalanced Pricing – Cost analysis will be performed on the offeror's 'Other than cost and pricing data' to determine if unbalanced pricing exists. Offerors are cautioned against submitting an offer that contains unbalanced pricing. Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of price analysis techniques. The Government shall analyze offers to determine whether they are unbalanced with respect to separately priced line items or sub line items in

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION M - EVALUATION FACTORS FOR AWARD

accordance with FAR 15.404-1. Offers that are determined to be unbalanced may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

4. Total Evaluated Price (TEP) - Price analysis will be performed to determine the reasonableness of the offeror's price proposal. The TEP will be calculated as the sum of the proposed prices for the base period and all options. The TEP will be calculated as the sum of the Firm Fixed Price (FFP) Contract Line Items (CLINs) only. Cost Reimbursement Contract Line Items (CLINs) will not be included in the TEP. TEP will be used for evaluation purposes only; evaluation of options shall not obligate the Government to exercise such options. Although the TEP is for award evaluation purposes only and is not contractually binding; all rates/prices that comprise the TEP are contractually binding and thus all rates/prices must be populated. An omitted rate/price may result in proposal elimination.

5. For the purposes of evaluating FAR 52.217-8, Option to Extend Services, which provides that the Government may require continued performance of any services within the limits and at the rates specified in the contract (i.e., the rates in effect when the Option to Extend Services is exercised), the Contracting Officer will consider the prices submitted for the base period and/or the three option years to be binding should at any time during the contract period, the Option to Extend Services is exercised.

6. Pre-Award Survey - The Government may conduct a pre-award survey (PAS) as part of this source selection. Results of the PAS (if conducted) will be evaluated to determine each offerors' capability to meet the requirements of the solicitation.

NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

| | |
|-----------|--|
| 52.217-03 | EVALUATION EXCLUSIVE OF OPTIONS (APR 1984) |
| 52.217-04 | EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD (JUN 1988) |