

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 0011529119		PAGE 1 OF 31	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W91QVN20R0190	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MS. YI, HYE OK				b. TELEPHONE NUMBER (No Collect Calls) 315-755-3392	
8. OFFER DUE DATE/LOCAL TIME 01:00 PM 31 Aug 2020							
9. ISSUED BY 411TH CONTRACTING SUPPORT BRIGADE, KOREA CONSTRUCTION & SUPPLY DIV, UNIT #15289 APO AP 96271 UNITED STATES  TEL: FAX:		CODE W91QVN		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM  <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 811213  <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$12,000,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO 0001 SC HQ HHC AUG 0001 SC HQ HHC AUG UNIT 15271 APO AP 96205-0044 TEL: FAX:		CODE WT4G3U		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE  TELEPHONE NO.		18a. PAYMENT WILL BE MADE BY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
		<b>SEE SCHEDULE</b>					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 31	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY <i>(Print)</i>			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT <i>(Location)</i>			
		41c. DATE		42c. DATE REC'D <i>(YY/MM/DD)</i>	
				42d. TOTAL CONTAINERS	

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Cables FFP	1	Job		

\*\* Please see Salient Characteristics per item\*\*

The Contractor shall provide the items specified in the salient characteristics of each item. The Contractor shall provide all supplies and guarantee delivery IAW the contract.

FOB: Destination

PURCHASE REQUEST NUMBER: 0011529119

PSC CD: 5805

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NET AMT

**MORE DETAILS SALIENT CHARACTERISTICS**

Item #	Description	U/I	Qty
1	CUBE-iT Wall-Mount Cabinet; CUBE-iT Wall-Mount Cabinet; Gen 3; 36"H x 24"W x 30"D (910 mm x 610 mm x 760 mm); 19U; #12-24 Tapped Rails; Tempered Glass Door; Black	EA	1
2	Equipment Mounting Rail Kit for CUBE-iT Wall-Mount Cabinet, 19U; For 36"H (910 mm) cabinet	EA	1
3	Power Strip, Surge Protected, 125 Volts, 20 Amp, Input: NEMA 5-20P, Outlet: (8) x NEMA 5-20R, 19" Rack- Mount, Circuit Breaker, 10 FT Cord, 1 RU	EA	1
4	Low-Decibel Dual-Fan and Filter Kit for CUBE-iT	EA	2
5	Replacement Filter Kit for CUBE-iT Wall-Mount Cabinet, 5/PK	PK	2
6	Network switch, Stactable 48 10/100/1000 PoE+ ports, 1 network module slot, 1100W power supply	EA	1
7	Cisco Catalyst 3850 4 x 10GE Network Module	EA	1
8	1100-W AC power supply module	EA	1

9	Tranceiver, Optical, Small Form-Factor Pluggable, 1000Base-EX, Up to 10Km, LC Duplex	EA	2
10	Patch Cord, SC Ultra PC Duplex to LC Compatible Ultra PC Duplex, SM, Zipcord, 10 FT	EA	2
11	UPS, Rack-Mountable, 2RU, 2.7KW/3KVA, 3.3"H x 25"D x 17" W, Output - 1 x NEMA L5-20R, 8 X NEMA 5-20R, Input - 1 x L5-30R, 120VAC Input, 120VAC Output, Net MGMT Card (AP9631) included, 8' Cord Length,	EA	1
12	Raceway, Base, T-70, 10 FT	EA	1
13	Raceway, Cover, T-70, 10 FT	EA	1
14	Fitting, Entrance, T-70	EA	1
15	Fiber Tray, Steel, 1 RU, 4 Port, 1.75"H x 17.16"W x 11.16"D (44.4mm x 433.33mm x 483.5mm), Black, 1pc.	EA	1
16	Rack Mount Fiber Adapter Patch Panel, Flat, 24/48-Fiber, 1RU, 4-FAP/FMP, 19" Width x 0.44" Depth x 1.72" Height, Black	EA	1
17	Fiber Adapter Panel, Single-Mode 6-Port Fiber Adapter Panel with Zirconia Ceramic Split Sleeve, Blue	EA	1
18	Adapter Panel, Blank	EA	3
19	Ground Busbar, 1/4" x 4" x 12", Mounting Hole : 12 x 1/4" Hole w/ 5/8" Spacing, 6 ea x 3/8" Hole with 1" spacing, 0.44" Wall Mount Hole	EA	1
20	Ground Bar, 19" Rack Mount, Tin-Plated, 20 Holes, #12-24 x 1/2" Hex Head Screws Installed, 5/8" Hole Spacing, 2 Bonding cage nuts, 4#12-24 Bonding Screws, UL Listed, CSA Certified	EA	1
21	Lug, Two-Hole Standard Barrel with Window, Stranded Copper Conductor, #14-10 AWG, 1/4" Stud, 5/8" C-C Spacing, 5/PK	PK	1
22	Lug, Two-Hole Standard Barrel with Window, Stranded Copper Conductor, #6 AWG, 1/4" Stud, 5/8" C-C Spacing, Blue, 5/PK	PK	1
23	1RU Horizontal Flat Rack Filler Panel, Dimensions: 1.8"H x 19.0"W (44mm x 483mm)	EA	10
24	Plug Module, TX6 Plus, 8P8C, Mini-Com, 100/BX	BX	1
25	Patch Cord, Cat 6, UTP, Stranded Copper, Factory Fabricated, 8P8C on both ends, 15 FT, Green, 10/Box	BX	5
26	Patch Cord, Cat 6, UTP, Stranded Copper, Factory Fabricated, 8P8C on both ends, 2 FT, Green, 10/Box	BX	5
27	Unshielded Modular Patch Panel, Mini Com 24-port modular patch panel with faceplates in black, with label and label covers, (1RU).	EA	2
28	UTP Jack Module, Category 6, RJ45, 8-position, 8-wire universal module, Green, 24/PK	PK	2
29	Insert, Occupies unused ports for future use, Black, 10/PK	PK	1
30	Tubing, Corrugated Loom, Slit, ID 0.51", Black, 100FT/Reel	RL	1

31	Grommets Edging, Polyethylene w/ Adhesive, for use w/ 0.99" ~ 0.144" Panel Thickness	EA	1
32	Screws, #12-24 x .5" mounting screws, 100/PK	PK	1
33	Bolt, Toggle Anchor, Ratcheting, Plastic Straps w/Zinc Plated Steel Channel, Thread Size 3/16-24, Drill Size 1/2", Grip Range 3/8" to 3-5/8", 10/PK	PK	2
34	Receptacle, Single NEMA L5-30R, Turn-Lock, 3 Prongs, Copper Alloy Contact, 120/125 V, 30 Amp, Plastic, UL Listed	EA	1
35	Box, 1 Gang, Knockout Trade Size 1/2, Number of Knockouts 11, Height 4", Width 2 1/8", Depth 2 1/8", Zinc Plated	EA	1
36	Cover, For Single Gang, 1.6" Outlet Diameter, 4 3/16"H x 2 5/16"W x 1/8"D, Cover Style: Raised, Steel with Zinc Plated, Mounting Fasteners Included.	EA	1
37	Wire, Building, THHN, #6 AWG, 75 Amps, OD 0.25", UL Listed, Stranded, Rated 600 VAC/DC, Green	FT	100
38	Building Wire, Solid, 10 AWG, 30A @ 86° F, 600V AC/600V DC, Black, 250FT/RL	RL	1
39	Building Wire, Solid, 10 AWG, 30A @ 86° F, 600V AC/600V DC, White, 250FT/RL	RL	1
40	Building Wire, Solid, 10 AWG, 30A @ 86° F, 600V AC/600V DC, Green, 250FT/RL	RL	1
41	Washers, General Purpose 18-8 Stainless Steel, 1/4" Screw Size, 9/32" ID, 5/8" OD, 100/PK	PK	1
42	Washers, Split Lock, 18-8 Stainless Steel, 1/4" Screw Size, 1/4" ID, 0.49" OD, 100/PK	PK	1
43	Rounded Head Toggle Bolts, 1/4" Diameter, 4" Long, 25/PK	PK	2
44	Rounded Head Toggle Bolts, 3/16" Diameter, 4" Long, 50/PK	PK	2
45	Tape, Vinyl Electrical, Scotch 35 Colored, Use Indoors and Out for ID, 3/4"W 66 FT, Black	EA	2
46	Hook and Loop Cable Tie 15 Feet Overall Length	EA	2
47	Label, Black on White, 12mm(0.47"), 8m(26.2ft) for P-Touch	EA	2
48	Label, Black on White, 18mm(0.7"), 8m(26.2ft) for P-Touch	EA	2
49	Tape, 1"-Wide, Laminated, Brother P-Touch Label, 26.2 ft, Black on White	EA	2
50	Plywood, Pyro Guard interior fire retardant, Tested IAW ASTM E 84 STD, 3/4" x 4' x 8', A/C Grade, UL Listed	EA	2
51	Replacement 1.25mm universal adapter	EA	1
52	Shipping and Handling	Lot	1

## CLAUSES INCORPORATED BY REFERENCE

52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2020
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2020
52.212-1	Instructions to Offerors--Commercial Items	JUN 2020
52.212-3 Alt I	Offeror Representations and Certifications--Commercial Items (JUN 2020) Alternate I	OCT 2014
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.247-34	F.O.B. Destination	NOV 1991
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.211-7003	Item Unique Identification and Valuation	MAR 2016
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.225-7041	Correspondence in English	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of **the Contracting Officer** and shall not be binding until so approved.

(End of clause)

## 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

\_\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_\_ (5) [Reserved]

\_\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (31 U.S.C. 6101 note).

\_\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

\_\_\_\_ (10) [Reserved]

\_\_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).

\_\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-3.

\_\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-4.

\_\_\_\_ (13) [Reserved]

- \_\_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).
- \_\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-6.
- \_\_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).
- \_\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-7.
- \_\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4)).
- \_\_\_\_ (ii) Alternate I (NOV 2016) of 52.219-9.
- \_\_\_\_ (iii) Alternate II (NOV 2016) of 52.219-9.
- \_\_\_\_ (iv) Alternate III (JUN 2020) of 52.219-9.
- \_\_\_\_ (v) Alternate IV (JUN 2020) of 52.219-9.
- \_\_\_\_ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- \_\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-13.
- \_\_\_\_ (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).
- \_\_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).
- \_\_\_\_ (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (MAY 2020) (15 U.S.C. 632(a)(2)).
- \_\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-28.
- \_\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (15 U.S.C. 637(m)).
- \_\_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (MAR 2020) (15 U.S.C. 637(m)).
- \_\_\_\_ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- \_\_\_\_ (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).
- X (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- X (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).
- X (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- X (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
- \_\_\_\_ (ii) Alternate I (FEB 1999) of 52.222-26.
- \_\_\_\_ (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).



\_\_\_\_ (ii) Alternate I (JUL 2014) of 52.222-35.

\_\_\_\_ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

\_\_\_\_ (ii) Alternate I (JUL 2014) of 52.222-36.

\_\_\_\_ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

\_\_\_\_ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

\_\_\_\_ (35)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_\_ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

\_\_\_\_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

\_\_\_\_ (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (OCT 2015) of 52.223-13.

\_\_\_\_ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (JUN 2014) of 52.223-14.

\_\_\_\_ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

\_\_\_\_ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (JUN 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

\_\_\_\_ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

\_\_\_\_ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

\_\_\_\_ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

\_\_\_\_ (ii) Alternate I (JAN 2017) of 52.224-3.

X (48) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).

\_\_\_\_ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_\_\_ (ii) Alternate I (MAY 2014) of 52.225-3.

\_\_\_\_ (iii) Alternate II (MAY 2014) of 52.225-3.

\_\_\_\_ (iv) Alternate III (MAY 2014) of 52.225-3.

\_\_\_\_ (50) 52.225-5, Trade Agreements (OCT 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150

\_\_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

\_\_\_\_ (55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).

\_\_\_\_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (57) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_ (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

\_\_\_\_ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

\_\_\_\_ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_\_ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_\_ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

\_\_\_\_ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

\_\_\_\_ (iii) Alternate II (FEB 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_\_\_ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

\_\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_\_ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

\_\_\_\_\_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_\_\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).

(xiii) \_\_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.222-50 COMBATING TRAFFICKING IN PERSONS (JAN 2019) ALTERNATE I (MAR 2015)

(a) *Definitions.* As used in this clause—

“Agent” means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Commercially available off-the-shelf (COTS) item” means--

- (1) Any item of supply (including construction material) that is—
  - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced labor” means knowingly providing or obtaining the labor or services of a person—

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

“Recruitment fees” means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for--

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

(ii) Advertising;

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs--

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is--

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to--

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;

(F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

“Severe forms of trafficking in persons” means—

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not—

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;
- (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees and potential employees recruitment fees;
- (7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--
  - (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
  - (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--
    - (ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--
      - (B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
      - (iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the



contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements.* The Contractor shall—

(1) Notify its employees of—

(i) (A) The United States Government's policy prohibiting trafficking in persons described in paragraph (b) of this clause; and

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Regulation 190-2

Document may be obtained from:

[http://8tharmy.korea.army.mil/g1\\_AG/Programs\\_Policy/Publication\\_Records\\_Reg\\_USFK.htm](http://8tharmy.korea.army.mil/g1_AG/Programs_Policy/Publication_Records_Reg_USFK.htm)

Reg\_190-2\_Off-Limits\_Areas\_and\_Establishmentse.pdf

Applies Performance to in/at: Republic of Korea

Document Title: USFK Command Policy Letter #12

Document may be obtained from:

[http://www.usfk.mil/Portals/105/Documents/Policyletters/12\\_Combating\\_Prostitution\\_and\\_Trafficking\\_in\\_Persons.pdf](http://www.usfk.mil/Portals/105/Documents/Policyletters/12_Combating_Prostitution_and_Trafficking_in_Persons.pdf)

Applies Performance to in/at: Republic of Korea

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of—

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors.* The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors.* The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation.*

(1) The Contractor shall, at a minimum—

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not—

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from—

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan.*

(1) This paragraph (h) applies to any portion of the contract that—

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate—

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements.* The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees and potential employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at [help@befree.org](mailto:help@befree.org).

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

*(4) Posting.*

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

*(5) Certification.* Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either—

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

*(i) Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that—

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds \$500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

## 52.252-1 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):

<http://farsite.hill.af.mil/vffara.htm>  
<http://acquisition.gov/far/index.html>  
<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of provision)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://acquisition.gov/far/index.html>  
<http://www.acq.osd.mil/dpap/dars/dfars/>

(End of clause)

## 252.209-7999 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law

## REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-00004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to 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 the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(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 the 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 authority responsible for collecting the tax liability,

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

(End of provision)

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

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from [HQDA-AT; telephone, DSN 222-9832 or commercial (703) 692-9832.].

(End of clause)

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.

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(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(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.

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(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(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\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	W56GBU
Issue By DoDAAC	W91QVN
Admin DoDAAC**	W91QVN
Inspect By DoDAAC	WT4G3U
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	WT4G3U
Service Acceptor (DoDAAC)	WT4G3U
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

**\*\*See Shipping Instructions\*\*.**

(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. **Mr. Rick Dix / Email: [Rick.a.dix.civ@mail.mil](mailto:Rick.a.dix.civ@mail.mil), Phone (Commercial from U.S): 82-503-355-1143 / DSN: 315-755-1143**

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

**Contracting Officer: SFC Rhooms, Julian D. [julian.drhomms@mail.mil](mailto:julian.drhomms@mail.mil), Telephone DSN: 315-755-3402; Commercial 011-82-503-355-3402**

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

(End of clause)

## 5152.204-4032 REPRESENTATIONS AND CERTIFICATIONS

### (a) SUBCONTRACTING:

If the offeror contemplates subcontracting, it must obtain prior written approval of subcontractor from the PCO or ACO, and list below: (1) the names and addresses of the subcontractor(s), (2) the type of subcontracting, and (3) the estimated price for each subcontract.

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### (b) AFFILIATED OFFERORS:

(1) Business concerns are affiliates of each other when, either directly or indirectly, one concern controls or has the power to control the other, or a third party controls or has the power to control both.

(2) Each offeror shall furnish, below, the following information:

(i) Whether the offeror has any affiliates;

(ii) The names and addresses of all affiliates of the offeror; and

(iii) The names and addresses of all persons and concerns exercising control or ownership of the offeror and any or all of its affiliates, and whether they are common officers, directors, stockholders holding controlling interest, or otherwise.

**AFFILIATED CONCERNS:** (Name, location and, in detail, controlling interest in each)

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### (c) PRINCIPAL OWNER(S) OR STOCKHOLDER(S):

Each offeror shall list below the name(s) and address(es) of the principal owner(s) or stockholder(s) of the company and percentage of ownership. If a major portion is publicly traded and/or otherwise widely distributed, state that, with the percentage so affected.

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(d) STANDARDS OF CONDUCT CERTIFICATION:

This is to certify that, to the best of my knowledge and belief, except as described below, no representative of this firm who deals with US Government employees on any aspect of this procurement is a former US Government employee, to include former US military personnel. I understand that this certification is continuing in nature and places a duty on me and my firm to notify the Contracting Officer of any additional individual(s) who fit the above description prior to the individual's assuming duties.

(i) Name \_\_\_\_\_  
 Former rank/grade \_\_\_\_\_  
 Last US Government position \_\_\_\_\_

(ii) Name \_\_\_\_\_  
 Former rank/grade \_\_\_\_\_  
 Last US Government position \_\_\_\_\_

(iii) Name \_\_\_\_\_  
 Former rank/grade \_\_\_\_\_  
 Last US Government position \_\_\_\_\_

Firm \_\_\_\_\_  
 Name \_\_\_\_\_  
 Signature \_\_\_\_\_

Title \_\_\_\_\_  
 Date of Execution \_\_\_\_\_

(e) TAXES:

(1) References:

(i) Contract clause entitled "FAR 52.229-06 Taxes—Foreign Fixed-Price Contracts (Jan 1991)."

(ii) US-ROK Status of Forces Agreement (SOFA), Articles IX and XVI.

(iii) ROK Customs Law, Law No. 1976, promulgated on 29 November 1967, as amended.

(iv) ROK Value Added Tax Law, Law No. 2934, promulgated on 22 December 1976 (effective date 1 July 1977), as amended.

(v) ROK Special Excise Tax Law, Law No. 2935, promulgated on 22 December 1976 (effective date 1 July 1977), as amended.

(2) Contractor shall state the types and estimated amount of taxes that would normally apply to such transactions but are excluded from this proposal.

(i) Customs Tax (except for ROK MND-funded contracts or delivery orders):

Name of Item	Number of Units	Cost/Unit w/o Tax	% of Tax	Tax/Unit	Tax Total
_____	_____	_____	_____	_____	_____

This item will be imported specifically for this contract? Yes \_\_\_\_\_ No \_\_\_\_\_

(ii) Special Excise Tax:

Name of Item	Number of Units	Cost/Unit w/o Tax	% of Tax	Tax/Unit	Tax Total
_____	_____	_____	_____	_____	_____

\_\_\_\_\_  
Name of item manufacturer

(iii) Value Added Tax (VAT):

Input VAT on materials purchased for this contract. 10% \_\_\_\_\_  
 Input VAT on transportation leased/rented for this contract. 10% \_\_\_\_\_  
 Input VAT on equipment leased/rented for this contract. 10% \_\_\_\_\_  
 Input VAT on services purchased for this contract. 10% \_\_\_\_\_  
 Output VAT on total contract amount. 10% \_\_\_\_\_

(iv) Special Excise (Petroleum) Tax:

	No. of Liters	U/P w/o Tax	Tax/Unit	Total Tax Amount
Regular Gasoline	_____ (L)	_____	w _____	w _____
Premium Gasoline	_____ (L)	_____	w _____	w _____
Diesel	_____ (L)	_____	w _____	w _____
Other	_____ (L)	_____	w _____	w _____

(v) Education Tax.

(3) Name of the oil company from which POL products will be purchased:

Oil Company: \_\_\_\_\_ (Name only)

(4) I certify by this submission that all supplies and services to be purchased for this contract have been proposed exclusive of Value Added Tax, applicable Customs Tax (except ROK MND-funded contracts and delivery orders), Special Excise Tax, and Education Tax.

\_\_\_\_\_  
Signed (Chop)

(f) CERTIFICATIONS AND REPRESENTATIONS

By submitting an offer, each offeror agrees to be bound by all certifications and representations in this solicitation. The Government reserves the right to require any and all certifications and representations to be completed and signed in hard copy by the successful offeror prior to contract award. Failure of an offeror to complete the certifications and representations within the time directed by the Contracting Officer may result in a determination that the contractor is not a responsible offeror for this acquisition.

## 5152.229-4012 TAX EXEMPTION, CUSTOMS, REPUBLIC OF KOREA

(a) EXEMPTION: This clause is in implementation of Article IX of the Status of Forces Agreement between the Republic of Korea and the United States of America granting contractors exemption from Republic of Korea customs duties and other such charges. At the time this contract is awarded, the Contractor shall certify to the Contracting Officer that all materials, supplies, and equipment to be imported for the contract have been proposed to the Government exclusive of customs duties and other such charges and; further, that the contract price includes no customs duty whatsoever. It shall indicate to the Contracting Officer the total amount of customs duties excluded from the contract price. The USFK Contracting Officer will verify the amount of customs duty that would otherwise be applicable to the contract and will issue USFK Form(s) 75 to the Contractor. The contractor will submit the original USFK Form 75 to the governing ROK Customs Office at the time of import declaration. The Chief of the Customs Office will review the USFK Form 75 and will exempt the Contractor from customs duties and other such charges. During the review process the customs office will post on the Contractor's Import Permit the anticipated submission date for a completed USFK Form 76, which will be prepared by the Contracting Officer and given to the contractor immediately after contract performance. The Contractor will submit the original USFK Form 76 to the governing ROK Customs Office no later than the date posted on the Import Permit. If the USFK Form 76 is not submitted by the anticipated date, the ROK Customs Office will immediately collect the customs duties and other such charges previously exempted.

(b) If for any reason the Contractor has paid customs duties on materials, supplies, or equipment prior to award of this contract and desires to use such materials, supplies, or equipment for performance of this contract, the Contractor must exclude such duties from the contract price and may obtain refund of such previously paid duties by submitting a completed USFK Form 76 to the governing ROK Customs Office.

(c) Refund: Any Contractor that requires refund of customs duties and other such charges on items used for USFK contracts, can claim refund of such charges by submitting a copy of a completed USFK Form 76 to the governing ROK Customs Office

(d) This entire clause is inapplicable to contracts, or any portions of contracts, funded by the Republic of Korea.

## 5152.229-4013 TAX EXEMPTION, SPECIAL EXCISE TAX, REPUBLIC OF KOREA

This clause is in implementation of Article XVI of the Status of Forces Agreement between the Republic of Korea and the United States, granting Contractors exemption from Republic of Korea Special Excise Taxes. At the time this contract is awarded the Contractor shall indicate to the Contracting Officer which items will be purchased for the contract that are subject to Special Excise Tax. It shall indicate the name of the item, the number of units to be purchased, the cost per unit without tax, the percentage of tax, the tax amount per unit, the total tax, and the manufacturer of the item. The Contracting Officer will verify the reasonableness of the quantities claimed and ensure that the Contractor has certified that the contract price excludes Special Excise Tax on those items subject to the tax. The contractor shall purchase the special-excise-taxed items from the manufacturer, tax-inclusive. For construction and single-delivery type supply and service contracts, the contractor shall employ the following procedure: At the time it purchases the items it shall present the manufacturer with a notification letter requesting refund of the Special Excise Tax. (Copies of this letter can be obtained from the 411<sup>th</sup> CSB, Korea Contracting Officer.) The manufacturer will endorse the letter to the manufacturer's District Tax Office which will make refund to the manufacturer. The manufacturer will make subsequent refund to the Contractor. Requests for refund under requirements-type contracts will be submitted monthly and will be accompanied by copies of the USFK delivery orders issue

## 5152.229-4014 TAX EXEMPTION, VALUE ADDED TAX, REPUBLIC OF KOREA

This clause implements Article XVI of the Status of Forces Agreement between the Republic of Korea and the United States of America, which exempts contractors from paying the Republic of Korea Value-Added Taxes. When the contractor submits an offer, it shall certify to the Contracting Officer that all the costs in the offer will be exclusive of any Value-Added Tax; and further, that the proposed contract price includes no Value-Added Tax. The contractor shall also indicate the amount and type of Value-Added Taxes excluded from the contract price. If supplies and/or services which the contractor purchases for this contract include Value-Added Taxes, it can obtain a full refund for the amount of the Value-Added Tax by submitting to the ROK District Tax Office tax invoices which the contractor receives when it purchases materials and/or services for this contract. The contractor must submit a copy of the USFK contract with its first tax invoice submission. Subsequent tax invoice submissions must be accompanied by a letter which references the USFK contract submitted with the first tax invoice submission.

**ADDENDUM TO FAR 52.212-1, INSTRUCTION TO OFFEROR – COMMERCIAL ITEMS****INSTRUCTION TO OFFEROR(S)**

1. Quotations shall be submitted by e-mail to [hyeok.yi.ln@mail.mil](mailto:hyeok.yi.ln@mail.mil) within the date and time of the Request for Quotes (RFQ) (Korea Standard Time). All questions should be emailed to [hyeok.yi.ln@mail.mil](mailto:hyeok.yi.ln@mail.mil) **no later than 25 August 2020, 1300 hrs (Local Korea Standard Time)** after the solicitation is issued. Include the solicitation number (or RFQ number) in the subject line on the email (**Quotation – W91QVN-20-R-0190, Question – W91QVN-20-R-0190**). The electronic bid shall be submitted by **1300 hours (Korea Standard Time)** on the closing date of RFQ.

2. **Quotation shall include/address the following:** Quotation(s) shall contain price(s) and detailed specification of the items (including quoting on brand name items) in the RFQ. Offeror shall not copy, paste, and provide the salient characteristics of the items in the RFQ as the required descriptions/ technical specification.

a. **Technical Capability:** Quotation(s) shall contain the descriptions/technical specification of each listed items with picture (if available) including manufacturer name and model/part number (including brand name only items). **ITEMS MUST MEET THE SALIENT CHARACTERISTICS BY STATING THE DESCRIPTION/ TECHNICAL SPECIFICATIONS OF EACH ITEM INCLUDING MANUFACTURER'S NAME AND MODEL/ PART NUMBER.**

**\*Note:** Copy and paste of salient characteristics of RFQ with each item in the quotation is not acceptable and will not be considered for an award.

b. **Price.** Quotation shall contain completed price schedule.

c. **SHIPPING CHARGES:** Shall be included in quoted price or shall be input separately.

3. **Delivery Lead Time:** Contractor(s) shall deliver the requested items at the delivery point specified within **30 calendar days** after contract award. **This information must be stated in the proposal.**

4. The local vendor shall submit the quotation in **Korean Won Amount**. "In accordance with FAR 25.1002, solicitations for contracts to be entered into and performed in Korea, to ensure a fair evaluation of offers, the Government will use the Government current fiscal year conversion rate.

5. **Partial quotation is not acceptable.** Award will be on an all or none basis.

6. Award will be made on all or nothing basis.

7. Failure to submit the above requirements may indicate the offeror fails to understand the requirement, and may be grounds for determining the quotation to be technically unacceptable and ineligible for contract award.

### **BASIS OF AWARD**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror having submitted the lowest-priced, technically acceptable quote that satisfies all terms and conditions of this solicitation. The following factors shall be used to evaluate quotations:

► **Factor A. Technical Capability** MUST MEET THE SALIENT CHARACTERISTICS BY STATING THE DESCRIPTION/SPECIFICATIONS OF EACH ITEM INCLUDING MANUFACTURER'S NAME AND MODEL/PART NUMBER.

► **Factor B. Price**

Note 1: To be determined responsible, a prospective contractor must meet FAR 9.104-1 General standards.

Note 2: Award will be based on all or none basis.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

### **DELIVERY/PAYMENT INFORMATION**

#### **ADDENDUM TO FAR 52.212-4, CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS**

##### **1. DELIVERY INFORMATION:**

a. Delivery Point and Receiving Officer are shown in Block 15 of this order. However, the Contractor shall contact the Receiving Officer for the end user's place before delivery is performed.

b. **The Contractor shall contact below point of contact (POC) at least five (5) working days prior to delivery to coordinate the delivery schedule.**

c. DELIVERY LOCATION: The purchase order number (TBD) must be included in the shipping address.

##### **1) SHIP/DELIVERY TO:**

1st SIG BDG, C4I Distribution Center, Bldg S-1043,  
Camp Humphreys, Pyeongtaek City, Republic of Korea 17981,  
**POC: Ms. Clark, Kyunghee / Email: kyunghee.clark.civ@mail.mil**  
Phone (Commercial from U.S): 82-503-355-8593/ DSN: 315-755-8593

##### **2) RECEIVING OFFICER:**

POC: Ms. No, Chi Son / Email: chison.no.ln@mail.mil  
Phone (Commercial from U.S): 82-503-355-1147 / DSN: 315-755-1147

**POC: Mr. Rick Dix / Email: [Rick.a.dix.civ@mail.mil](mailto:Rick.a.dix.civ@mail.mil)**

**Phone (Commercial from U.S): 82-503-355-1143 / DSN: 315-755-1143**

**d. TIME OF DELIVERY: (Door-to-Door Shipping):** Should be delivered to the designated location **no later than 35 days** after the receipt of order or modification.

**2. INSPECTION AND ACCEPTANCE:** Inspection for condition, quality count and final acceptance of the supplies delivered under this purchase/delivery order shall be conducted by Receiving Officer or his authorized representative at the final destination point in Korea. **After final acceptance of all items, the payment will be made.**

**3. PAYMENT:** All request for payment, invoicing, and payment status will be referred to addressee in Block # 18a. All problems on payment of accounts will be directed to the same office. Payment inquiries should be sent to payment office via the e-mail, 175TH FINANCIAL MANAGEMENT SUPPORT ([usarmy.humphreys.8-army.mbx.175-fmsc-drowawf1@mail.mil](mailto:usarmy.humphreys.8-army.mbx.175-fmsc-drowawf1@mail.mil) )

Payment will be made NET 30 days from date of receipt of invoice in paying office or acceptance of material/services, whichever is later.

**4. NOTICE TO RECEIVING OFFICER (KOREA):** Upon receipt and acceptance of supplies, the receiving report shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF) at the web site <https://wawf.eb.mil/>

**CAUTIONS:** Failure to provide a completed receiving report in a timely manner may result in a loss of a discount and/or incur interest penalties, in which event the Receiving Officer is required to furnish a reason for the delay.

**5. RECEIVING OFFICER'S NOTIFICATION TO PURCHASING ACTIVITY OF NON-RECEIPT, DAMAGE OR NON-CONFORMANCE:** The Receiving Officer shall notify the Contracting Office & Contract Specialist promptly after date of delivery specified in the delivery order, of supplies not received, damaged in transit, or not conforming to specifications of the delivery order. Only under extenuating circumstances should such notification be made later than 15 days after specified dated of delivery.

**6. INVOICE SUBMITTAL:** IAW FAR 52.232-33, Payment by Electronic Funds Transfer and DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports, invoices shall be submitted to the DoDAAC identified in Block #15 of the resultant order through Wide Area Work Flow (WAWF) at <https://wawf.eb.mil>.

**WAWF acceptor's DoDDAC: WT4G3U**

**7. NOTE:** Contractor shall ensure that a copy of Government Purchase/Delivery Order (SF 1449 or DD 1155) is included in Packing List/Invoice ATTACHED to the outside of the shipping container.

**8. Partial delivery and partial payment are not authority.**