SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER
MS90018180LC5001

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NUMBER

5. SOLICITATION NUMBER W90VN919R0018

6. SOLICITATION ISSUE DATE 15-Mar-2019

7. FOR SOLICITATION INFORMATION CALL: a. NAME CPT SUTTERFIELD, TRENT W.

b. TELEPHONE NUMBER (No Collect Calls) 763-5683

8. OFFER DUE DATE/LOCAL TIME 12:00 AM 15 Apr 2019

9. ISSUED BY CODE W90VN9

411TH CONTRACTING SUPPORT BRIGADE, KOREA
RCO DAEGU, UNIT #15682
APO AP 96218-5682
UNITED STATES

TEL:
FAX:

10. THIS ACQUISITION IS X UNRESTRICTED OR SET ASIDE: _____% FOR:
   SMALL BUSINESS
   HUBZONE SMALL BUSINESS
   SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
   8(A)
   WOMEN-OWNED SMALL BUSINESS (WOSB)
   ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM

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

12. DISCOUNT TERMS

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

13b. RATING

14. METHOD OF SOLICITATION
   RFQ
   IFB
   X RFP

15. DELIVER TO CODE M19017

16. ADMINISTERED BY

17a. OFFEROR CODE

18a. PAYMENT WILL BE MADE BY

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED

19. ITEM NO. 20. SCHEDULE OF SUPPLIES/ SERVICES

21. QUANTITY

22. UNIT

23. UNIT PRICE

24. AMOUNT

SEE SCHEDULE

25. ACCOUNTING AND APPROPRIATION DATA

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

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3, 52.212-5 ARE ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

31c. DATE SIGNED

TEL:
EMAIL:

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA – FAR (48 CFR) 53.212
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32a. QUANTITY IN COLUMN 21 HAS BEEN
- RECEIVED
- INSPECTED
- ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

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

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

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

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

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER
41c. DATE

42a. RECEIVED BY (Print)
42b. RECEIVED AT (Location)
42c. DATE REC'D (YY/MM/DD)
42d. TOTAL CONTAINERS
SPECIAL NOTICE

I. LCS PROJECT NOTICE AND REQUIRED DOCUMENT

This solicitation is being conducted under the Logistics Cost Sharing (LCS) program and will result in a contract between the Government of the Republic of Korea and the contractor. ROK will directly pay the contractor. No appropriated funds of the United States shall be obligated for payment due under this contract.

In accordance with the International Agreement between the United States and the Republic of Korea, titled “Amendment to the Implementing Agreement between the United States Forces Korea and the Republic of Korea Ministry of National Defense Concerning Logistics Cost Sharing” (hereinafter “International Agreement”), signed by the parties on 14 October 2015:

"The parties hereby agree that all LCS work must be accomplished in the ROK or its territorial waters and that all equipment and supplies that are to be acquired with ROK Government funds shall be manufactured in the ROK, and all LCS service work shall be carried out by Korean contractor(s), the Korea Railroad Corporation, or the ROK military. The term ‘Korean contractor(s)’ is defined as an entity, that, including its parent, is a domestic corporation under the Korean Tax Act and whose domestic status is recorded in the Certified Copy of Register or its successor document. A parent is defined as an entity that holds more than 50/100 of the total issued and outstanding shares in another company, as reflected in the Stock Change Certificate."

In order to establish eligibility to receive the award of this LCS contract, offerors shall submit the three documents listed below with their proposal prior to the closing date/time established in the solicitation. The contracting officer will determine the offeror’s status as a Korean contractor solely on the basis of the documents listed below.

2. The offeror's most recent Stock Change Certificate (주식등변동 상황명세서), as certified and submitted to the ROK Local Tax Office (국세청),
3. The offeror's Certified Copy of Register (등기부 등본 (유효사항)), as certified and submitted to the ROK Supreme Court (대법원), and
4. If the offeror has a Parent (as Parent is defined in the International Agreement), the Parent's Certified Copy of Register (등기부등본 Supreme Court (대법원)).

***Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of Logistics Cost Share funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.***

PERIOD OF PERFORMANCE:

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requirements. Estimated cost for war hazard losses is zero(0).

FOB: Destination

PSC CD: S208

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Provide ground maintenance in accordance with Performance Work Statement (PWS).

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OPTION
ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT
4005 Cost for War Hazard Loss 1 Each FFP
OPTION

REQUIREMENTS. CMR requirement must be reported by 31 October of each calendar year during the line of the contract in accordance with the Performance Work Statement (PWS).

PSC CD: S208

INSPECTION AND ACCEPTANCE TERMS

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JOHN P. RYAN, JR.
UNIT# 15017
BLDG# 2004 RM# 104
APO AP 96218-0173
UNITED STATES
3257674034
FOB: Destination | M15017 |
<p>| 0002  | POP 01-MAY-2019 TO 31-DEC-2019 | N/A      | (SAME AS PREVIOUS LOCATION) FOB: Destination | M15017 |
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| 0004  | POP 01-MAY-2019 TO 31-DEC-2019 | N/A      | (SAME AS PREVIOUS LOCATION) FOB: Destination | M15017 |
| 0005  | POP 01-MAY-2019 TO 31-DEC-2019 | N/A      | (SAME AS PREVIOUS LOCATION) FOB: Destination | M15017 |
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**PERFORMANCE WORK STATEMENT**

**PWS**
PERFORMANCE WORK STATEMENT FOR GROUND MAINTENANCE SERVICE CONTRACT FOR POHANG AND YECHON COOPERATIVE SECURITY LOCATIONS (CSL) AND CAMP MUJUK

PART 1
GENERAL INFORMATION

1. GENERAL: This is non-personal service contract to provide ground maintenance service (grass cutting, leaf raking, post policing and trimming branches) in Pohang and Yecheon Cooperative Security Locations (CSL) and areas of Camp Mujuk. The Government will not exercise any supervision or control over the prime contractor’s sub(s) performing the services herein. Such contract service providers shall be accountable solely to the Prime Contractor who, in turn is responsible to the Government.

1.1. Description of Services/Introduction: The Contractor shall provide all required personnel, equipment, tools, supplies, supervision, transportation, and any other resources necessary to perform grounds maintenance as defined in this contract. The Contractor shall perform the grounds maintenance services in strict compliance with the referred specifications and all other terms and conditions contained herein.

1.2. Area of work: Identification of the service areas is shown on attachments 1-4 and as described in Section 1.3 of this PWS.

1.2.1 The acreage identified in this contract is based on the data available at the Facilities Maintenance Office (FMO). Therefore, a variance up to plus or minus 5% in actual increase caused by unavailability of data at the time of solicitation shall not be cause for an equitable adjustment in the contract price for either the Government or the Contractor.

1.3. Specific Objectives at each location:

A. Pohang Ammunition Supply Point (ASP) (total 59.4 acres)
   The Contractor shall perform grass cutting, vegetation removal, tree trimming and other landscaping activities as required to maintain the grounds to the standards listed herein and in accordance with NAVSEA OP (Operations Manual) 5 chapter 4 “Fire Prevention, Protection, and Emergency Planning.”

   Magazines
   Vegetation within 50 feet from all exterior walls of any Above Ground Magazine (AGM) or Earth Covered Magazine (ECM) measured horizontally shall be maintained at a height of 1-½” to 2-½” throughout the period of performance of this contract (Approx. 59.4 Acres) to create a 50’-0” wide fire break. Grass shall be cut when reaching 4 inches minimum height and 5 inches maximum height. After mowing, the grass shall remain no higher than 2 inches.
   Where adjacent magazines are between 50 and 100 feet apart, the entire area between the magazines shall be maintained in this manner as well. The firebreak at the rear of the magazines shall be continuous and cut straight against the existing tree line.
   The contractor shall remove any and all debris including but not limited to, leaves, grass cuttings, and soil from the concrete drainage trenches around each of the EGM’s and ACM’s and shall keep them clean throughout the period of performance of the contract.

   Headwalls (Concrete Retaining Walls)
   Vegetation from the face of each headwall to the edge of the road, the entire length of the headwall and the area from the face of headwall 50 ft back shall also be maintained at a height of 1-½” to 2-½” throughout the period of performance of this contract.

B. Pohang Airfield Parking Apron (total 25.5 acres)
   The Contractor shall perform vegetation removal and vegetation growth prevention throughout the joint use aircraft parking apron to include around the base of the revetments, vertical surfaces of revetments, airfield pavement joints and any other area of vegetation growth within the boundary shown on attachment 2 and described below for the Pohang AB joint use parking apron.
The contractor shall apply a post emergence herbicide for the first two (2) applications or until noticeable vegetation has died. After removal of dead vegetation the contractor shall use a pre emergence herbicide for the remaining applications. A list of allowable herbicides, both pre emergence and post emergence are given in table 11-2 of reference 6-1 “TM 5-630, Repair and Utilities, Grounds Maintenance and Land Management, December 1967.”

The area maintained by this contract is the area bounded by the tri service hangar on the east, the end of the apron to the west, the edge of the apron on the south and the edge of the peripheral taxi lane on the north. The contractor shall provide an SDS to Camp Mujuk Environmental for each herbicide used. Herbicides shall not be stored at the site.

**UNDER NO CIRCUMSTANCE SHALL THE CONTRACTOR PROCEED ON TO THE ACTIVE TAXIWAY OR ANY OTHER AIRFIELD PAVEMENT WITHOUT PERMISSION FROM THE AIRFIELD MANAGER AND AIR TRAFFIC CONTROLLER.**

C. **Yechon Ammunition Supply Point (ASP) (total 27.4 acres)**

The Contractor shall perform grass cutting, vegetation removal, tree trimming and other landscaping activities as required to maintain the grounds to the standards listed herein and in accordance with NAVSEA OP (Operations Manual) 5 chapter 4 “Fire Prevention, Protection, and Emergency Planning.”

**Magazines**

Vegetation within 50 feet from all exterior walls of any Above Ground Magazine (AGM) or Earth Covered Magazine (ECM) measured horizontally shall be maintained at a height of 1-½” to 2-½” throughout the period of performance of this contract (Approx. 27.4 Acres). Grass shall be cut when reaching 4 inches minimum height and 5 inches maximum height. After mowing, the grass shall remain no higher than 2 inches.

Where adjacent magazines are between 50 and 100 feet apart, the entire area between the magazines shall be maintained in this manner as well. The firebreak at the rear of the magazines shall be continuous and cut straight against the existing tree line.

The contractor shall remove any and all debris including but not limited to, leaves, grass cuttings, and soil from the concrete drainage trenches around each of the EGM’s and ACM’s and shall keep them clean throughout the period of performance of the contract.

**Headwalls (Concrete Retaining Walls)**

Vegetation from the face of each headwall to the edge of the road, the entire length of the headwall and the area from the face of headwall 50 ft back shall also be maintained at a height of 1-½” to 2-½” throughout the period of performance of this contract.

D. **Camp Mujuk Administrative District (total 43 acres)**

**General throughout the Administrative District:**
Cut/trim grass along all buildings, structures, curbs, sidewalks, ditch-lines, tree plant beds, hedges, fences, shrubs, wear outlets, signs, valve boxes, driveways, and roadways in Camp Mujuk.
Rake leaves and branches around these facilities.
Grass within each of these areas as described above shall be maintained at a height of 1-½” to 2-½” throughout the period of performance of this contract.

**Specific throughout the Administrative District:**
Grass shall be cut a minimum of 6 feet on either side of the road throughout the Administrative Area.

E. **Camp Mujuk Expeditionary District (total 19 acres)**

**General throughout the Expeditionary District:**
Cut/trim grass along all buildings, structures, curbs, sidewalks, ditch-lines, tree plant beds, hedges, fences, shrubs, wear outlets, signs, valve boxes, driveways, and roadways in Camp Mujuk.
Specifically the grass and other vegetation shall be cut / trimmed throughout the MCMAP Pit, a minimum of 10ft (3 m) outside the perimeter of each water tower footprint, around the containerized housing units and surrounding barracks 1, 2 and 3 as well as grassy areas surrounding the MAGTF operations center. Grass within each of these areas as described above shall be maintained at a height of 1-½” to 2-½” throughout the period of performance of this contract.

F. Camp Mujuk Controlled Perimeter (total 7.5 acres)
Cut grass and other vegetation a minimum of 15 feet inside the fence line. Remove any vegetation either climbing/growing on or hanging over the perimeter fence.

1.4. Period of Performance:

01 May thru 31 Dec Base Year
01 Jan thru 31 Dec Option Years

1.4.1 Minimum mowing cycles per month per site:

a. Pohang Ammunition Supply Point- twice per month April through October (14 times)
b. Pohang Airfield Revetted Parking Apron- weed removal - once per month April through October (7 times)
c. Yechon Ammunition Supply Point - twice per month April through October (14 times)
d. Camp Mujuk Admin & Expeditionary Areas - twice per month April through October (14 times)
e. Camp Mujuk Controlled Perimeter - once per month April through October (7 times)

1.4.2 Minimum post policing and leaf raking/ removal for all sites:
Post policing and leaf raking/ removal shall be performed each time mowing operations occur as shown in paragraph 1.4.1.
In addition the contractor shall perform post policing and leaf raking/ removal operations once a month during months January, February, March, November and December.

1.4.3 Minimum drainage trench debris removal for Pohang and Yecheon ASP’s:
The contractor shall remove any and all debris including but not limited to, leaves, grass cuttings, and soil from the concrete drainage trenches around each of the EGM’s and ACM’s each time mowing operations occur and once per month when only leaf raking and removal operations occur.

1.5. General Information

1.6.1 Hours of Operation: The Contractor is responsible for conducting business between the hours of 0800-1700 hrs, Monday through Friday, except Korean holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons.

Contractor to submit all requests to work outside the normal working hours and days shown above to the contracting officer for approval at least five days in advance.
Due to escorting requirements at the ASP’s and the working on the Pohang Marine Base airfield work outside the hours shown above will not be allowed without prior approval of the contracting officer.

1.6.2 Place of Performance: The work to be performed under this contract will be performed at Pohang and Yecheon CSL locations and Camp Mujuk.

1.6.3 Quality Control Plan (QCP): The Contractor shall develop and maintain an effective QCP to
ensure services are performed in accordance with (IAW) this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of deficiencies. The Contractor’s QCP is the means by which the Contractor assures that the work complies with the requirement of the contract. The Contractor shall submit a QCP to the KO and COR within 30 calendar days from Phase-In beginning date and 5 working days when changes are made thereafter. Three (3) paper copies and one (1) electronic copy of a comprehensive written QCP shall be submitted to the KO and COR within 5 working days when changes are made thereafter. After acceptance of the QCP, the Contractor shall receive the contracting officer’s acceptance in writing of any proposed change to the QCP. At minimum, the QCP will include the following:

1.6.3.1 The areas to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished and the title of the individual(s) who will perform the inspection.

1.6.3.2 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

1.6.3.3 Daily performance report, deficiency list, the QCP and other related documents shall be maintained by the Contractor. The documents shall be readily available to the Government at any time during the term of the contract.

1.6.4 Quality Assurance: The Government will develop a Quality Assurance Surveillance Plan (QASP) to actively monitor the contractor’s execution of his Quality Control Program. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable quality level(s) (AQL). Government surveillance of Contractor performance is not limited to the Performance Objectives as outlined in this PWS. The Government reserves the right to conduct compliance surveillance of any contractual requirement of this acquisition.

1.6.4.1 The Government reserves the right to inspect the Contractor’s performance. The Government will record all surveillance observations. When an observation indicates defective performance, the COR will request the Contractor’s representative to initial the observation.

1.6.4.2 Performance Rating: Contracting Officer’s representative (COR) will evaluate Contractor’s performance based on performance standards provided in this PWS. Contractor’s performance rating will be prepared and submitted to the contracting officer on monthly basis.

1.6.5 Type of Contract: The Government will award a Hybrid Contract with Firm Fixed Price and Requirement CLINs Contract.

1.6.6 Security Requirements: N/A

1.6.7 Special Qualifications: The Contractor shall maintain all required ROK licenses and qualifications for ground maintenance service within the PWS of this contract. The Contractor shall maintain all required licenses throughout the contract period to perform the work specified hereinafter.

1.6.7.1 Prime Contractor’s Registration: The Contractor shall possess the local business license (사업자등록증) stated in valid landscaping management permission license (조경업허가증)” issued by the Republic of Korea (ROK) Government that are eligible for ground maintenance service. Subcontractor’s license is not allowable. A copy of the license shall be submitted to the Contracting Officer as a part of technical evaluation factor when submit proposal.

1.6.7.2 Prime Contractor’s Prior Experience: The Contractor shall have at least two (2) years of experience within the last seven (7) years in performing ground maintenance services of similar size and same scope or larger than this contract.

1.6.8 Personnel Requirement: The Contractor shall ensure that all employees have knowledge of chemicals, tools, equipment and techniques necessary to perform the work in this PWS. The Contractor
shall provide a Contract Manager who shall be responsible for the performance of the work. The CM shall have a full authority to act for the Contractor on all contract matters relating to operation of this contract.

1.6.8.1 The CM shall have at least two (2) years of satisfactory experience performing the same or similar ground maintenance service.

1.6.8.2 The CM shall be available during normal duty hours within one (1) hour of notification to meet on the installation with the COR to discuss problem areas.

1.6.8.3 The CM shall be able to read, write, speak and understand English efficiently.

1.6.8.4 The CM shall fully understand the requirements of this contract and shall report to the COR any problems encountered in any of the facilities covered by this contract. The CM shall demonstrate adequate knowledge of equipment, tools and techniques, and shall be able to recognize situations or circumstances under defined in this PWS that may be hazardous to the facilities or to personnel. Immediately upon recognition of such situations and/or circumstances, the CM shall notify the KO and/or the COR.

1.6.8.5 The Contractor shall ensure that employees have a current and valid driver’s license before allowing the employee to operate a Contractor-owned vehicle on the base. The Contractor and its employees shall comply with all security requirements imposed by the local installation commander at all times while on the military installation. Any Contractor traffic violations may result in the denial of driving privileges on the installations. A copy of all licenses shall be provided to the COR within 15 days from Phase-In start date.

1.6.8.6 The Government has the right to restrict the employment under the contract of any Contractor employee, or prospective Contractor employee, who is identified as a potential threat to the health, safety, security, or general well being of the installation and its population.

1.6.8.7 Contractor personnel, personnel employed by the Contractor in the performance of this contract, or any representative of the Contractor entering the Government installation are allowed to perform work only for this contract while on the Government installation. Contract personnel, personnel employed by the contractor in the performance of this contract, or any representative of the contractor entering the Government installation performing work not related to this contract on the Government installation shall be reported to the installation military police to enforce the regulations of the installation.

1.6.8.8 Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They shall also ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed. Contractor personnel shall present a neat appearance and be easily recognized by wearing a uniform and identification badge. All Contractor personnel shall be identifiable by wearing a clearly readable identification badge, furnished by the Contractor, made of durable material or plastic, which consists of the Contractor’s company name, employee’s name and current/recent picture. These badges shall be consecutively numbered and made accountable by the Contractor. The Contractor shall provide a list of badge numbers and personnel to the COR no later than 30 calendar days after contract award and shall be updated as changes occur.

1.6.8.9 Tools and Equipment. The Contractor shall ensure that tools and equipment required for work is in good working condition and are of the appropriate type for work accomplishment.

1.6.9 Records and Reports. The Contractor shall furnish a daily report of work completed. The report shall show each task completed and the area in which the work was performed. The report shall be
submitted to the COR by 0900 hours of the next working day.

1.6.10 Workmanship. Workmanship shall be in accordance with the requirements specified herein. The Contractor shall at all times keep the areas where work is being performed, including any areas used by them, free of accumulations of waste material or rubbish. Prior to completion of the work or at the end of the work day, the Contractor shall remove from the work area all rubbish, tools, equipment, and materials that are not the property of the Government. Upon completion of the workday, the Contractor shall leave the work area in a clean and orderly condition.

1.6.11 Transportation. Transportation of personnel tools, equipment, and materials to and from the work area shall be the responsibility of the Contractor. The Contractor’s motor vehicles shall be operated and maintained in accordance with USFK Regulation 190-1 and Korean traffic laws when such motor vehicles are operated on a US Government Installation.

1.6.12 Base Passes and Vehicle Permits

1.6.12.1 Contractor employees and representatives shall be required to have proper identification prior to entering each Government installation. Such identification shall be controlled as prescribed by the Security Section, Provost Marshal, or equivalent security control authority at the installation concerned.

1.6.12.2 Base Pass: Upon notice of award, the Contractor shall obtain all passes and necessary vehicle permits required for entry by authorized Contractor personnel IAW base policy, and the point of contact information for this action will be provided upon contract award.

1.6.12.3 Escort Privilege: The CM shall be authorized escort privilege for 3 persons & 1 vehicle. This privilege is only for employees working on this contract or those providing supporting roles under emergency conditions and only during hours stated under this contract for ground maintenance. It is the escort’s responsibility to ensure he/she maintains full control of all individuals at all times.

1.6.12.4 Military Restricted Areas. The Contractor shall have a military escort in all restricted areas. This individual will be provided by the using agency, arranged through the COR, and shall perform escort duties.

1.6.12.5 All Contractor employees and representatives shall have in their possession a Korean Citizen Identification Card during performance under this contract.

1.6.12.6 All Contractor employees shall abide by all Government installation regulations during performance under this contract.

1.6.13 Safety

1.6.13.1 Safety Requirements. The Contractor shall exercise safety and health precautions as necessary to prevent safety hazards to personnel, materials, and equipment. Unsafe practices and/or conditions will be immediately called to the attention of the Project Manager for remedial or corrective action. Conditions beyond the Contractor’s responsibility will be referred to the COR for corrective action. Contractor’s employees shall be thoroughly indoctrinated on safe operating procedures and precautions essential to the accomplishment of their tasks. Safety measures shall be implemented and adhered to by the Contractor.

1.6.13.2 Accident Reporting Requirements: The Contractor shall report all accidents as soon as possible but not more than 4 hours of accident occurrence to the KO/COR. The Contractor shall thoroughly investigate the accident and submit the findings of the investigation along with appropriate corrective actions to the KO/COR in the accident investigation reporting format as soon as possible but no later than five (5) working days following the accident. The Contractor shall implement the corrective actions as soon as reasonably possible. The accident investigation reporting format shall include at a minimum:
Contract number and contract name/description.
Name of Contractor
Date/time of accident
Date report was completed
Detail description of events that lead to the accident
Root cause of accident
Contributing factors of accident
Corrective action(s) to prevent recurrence

THE FOLLOWING REQUIRE IMMEDIATE ACCIDENT NOTIFICATION AND WRITTEN ACCIDENT REPORT:

A fatality;
A permanent total or permanent partial disability;
The hospitalization of one or more people resulting from a single occurrence;
Property damage of $200 or more.
Accidents/injuries resulting in one or more loss workday(s).

1.6.13.3 The Contractor shall immediately correct all safety deficiencies upon notification of the deficiencies by the Contracting Officer’s Representative (COR)/Alternate Contracting Officer’s Representative (ACOR)/Quality Assurance Representative (QAR), and shall notify the COR of the corrective action to be taken. The Contractor shall be responsible for ensuring that all equipment that is utilized during the performance of this contract is functional and is used in a safe manner.

1.6.13.4 All riding mowers, rotary push mowers, edges, and other hazardous equipment shall be operated with personal safety gear. Proper personal safety gear includes, but is not limited to, hard leather shoes or boots (no tennis shoes or sandals), gloves, hearing protection, and eye protection. If a lawn mower is not equipped with a back drag plate, then steel shoes shall be required.

1.6.13.5 The Contractor shall submit the safety plan when submit proposal and submit to the COR for review within 30 days after contract award.

1.6.13.6 The Contractor shall be responsible for security protection for the equipment used in the performance of this contract. The Government will not be held responsible for any damage or loss to the Contractor’s equipment or materials.

1.6.14 Contractor Personnel Conduct:

1.6.14.1 Contractor personnel’s conduct shall not reflect discredit upon the Government. The Contractor shall ensure that personnel present a professional appearance. The Contractor’s employees shall observe and comply with all local policies and procedures concerning fire, safety, environmental protection, sanitation, security, and possession of firearms or other lethal or illegal weapons or substance. The Contractor is responsible for ensuring that any contractor employees providing services under this contract conduct themselves and perform services in a professional, safe, and responsible manner.

1.6.15 Antiterrorism (AT) and Operations Security (OPSEC)

1.6.15.1 AT Level I Training: All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities, and controlled access areas shall complete AT Level I awareness training within 14 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the COR or to the KO, if a COR is not assigned within 14 calendar days after completion of training by all employees and subcontractor personnel.
1.6.15.2 Access and General Protection/Security Policy and Procedures: Contractor and all associated sub-contractors’ employees shall comply with applicable installation, facility, and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshall Office, Director of Emergency Services, or Security Office. Contractor workforce must comply with all personal identity verification requirements as directed by DOD, HQDA, and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

1.6.15.3 iWATCH Training: The Contractor and all associated sub-contractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity Antiterrorism and Operations (ATO). This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 14 calendar days of contract award and within 14 calendar days of new employees commencing performance with the results reported to the COR NLT 14 calendar days after contract award.
PART 2
DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

2 DEFINITIONS AND ACRONYMS:

2.1 Definitions:

2.1.1 Contracting Officer’s Representative (COR). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.2 Defective Service. A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.3 Deliverable. Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

2.1.4 Equipment. A tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

2.1.5 Non-Personal Services. The personnel rendering the services are not subject; either by the contract’s terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the government and its employees. Non personal service contracts are authorized by the government in accordance with FAR 37.012, under general contracting authority, and do not require specific statutory authorization.

2.1.6 Performance Rating: Evaluation by COR of Contractor’s performance using USFK Form 173-R or VCE, documenting quality of Contractor’s services.

2.1.7 Physical Security. Actions that prevent the loss or damage of Government property.

2.1.8 Property. All tangible property, both real and personal.

2.1.9 Quality Assurance Surveillance Plan. An organized document written by the government specifying the surveillance methodology used for surveillance of contractor performance.

2.1.10 Deficient Services: Daily services found to be incomplete, defective, or not accomplished as scheduled shall be reported to the Contractor for immediate corrective action by the Contractor. Deficient service will be acceptably completed, corrected or re-accomplished no later than four (4) hours from notification by the COR.

2.1.11 Wide Area Work Flow (WAWF): A secure web based system for electronic invoicing, receipt, and acceptance. WAWF allows government vendors to submit and track invoices and receipt/acceptance documents over the web and allows government personnel to process those invoices in a real-time, paperless environment.

2.1.12 Work Day. The number of hours per day the Contractor provides services in accordance with the contract.

2.1.13 Work Week. Monday through Friday, unless specified otherwise.
2.2. **Acronyms**:

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Full Form</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACOR</td>
<td>Alternate Contracting Officer's Representative</td>
</tr>
<tr>
<td>AFARS</td>
<td>Army Federal Acquisition Regulation Supplement</td>
</tr>
<tr>
<td>AR</td>
<td>Army Regulation</td>
</tr>
<tr>
<td>ATO</td>
<td>Antiterrorism Operations Security</td>
</tr>
<tr>
<td>CAP</td>
<td>Contractor</td>
</tr>
<tr>
<td>Acquired Property CFR</td>
<td>Code of Federal Regulations</td>
</tr>
</tbody>
</table>
PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. **GOVERNMENT FURNISHED ITEMS AND SERVICES:**

The Government will not furnish any items, materials or services for this contract.

PART 4
CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES

4. **CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:**

4.1. The Contractor shall furnish everything required to perform this Performance Work Statement (PWS). This includes, but is not limited to, all supervision, equipment, vehicles, labor and materials necessary to perform ground maintenance as required by the contract.

4.2. The Contractor’s equipment shall be in good operational condition and have the ability to operate efficiently and safely. The Contractor shall provide a list of equipment and tools proposed under this contract to the COR within 14 days after contract award. The Contractor shall submit an ENG Form 4025, Material Approval Submittal with a sample of each item for COR’s approval. The Contractor shall not use any items which are not approved by the COR in performance of ground maintenance services.
5. **SPECIFIC TASKS:**

5.1. Scheduling of work: The Contractor shall prepare work schedule and submit the schedule to the COR/ACOR for review within five (5) working days after receipt of the Task Order. The Contractor shall not begin work on individual work items until the COR/ACOR has reviewed the schedule. The Contractor shall not deviate from the approved schedule without prior written approval of the COR/ACOR.

5.2. Monthly Work Schedule: The Contractor shall submit a monthly work schedule and base access roster for each base to the COR at least two (2) weeks in advance of his or her schedule for working. The contractor shall submit the monthly access roster whether changes to that roster have been made or not.

5.3. The Contractor shall complete all of the work as indicated in the approved work schedule. If the Contractor cannot perform the work due to inclement weather, the Contractor shall provide a revised schedule for review by the COR. If the Contractor fails to comply with approved work schedule, compensation for work not completed will be deducted from end of month invoice.

5.4. **Grass Cutting:**

5.4.1. The Contractor shall provide all necessary labor, materials, tools, equipment, and transportation required for grass cutting services.

5.4.2. The Contractor shall mow the designated area as specified in attached drawings. Grass shall be cut when reaching 4 inches minimum height and 5 inches maximum height and shall be between 1 ½” and 2 ½” tall.

5.4.3. Before operating weed eaters, power mowers, or riding mowers, the Contractor shall clear the area of any wire, bottles, cans, rocks, stones, loose trash, or any other debris which may cause damage to real property, vehicles, and injury to personnel.

5.4.4. In cutting the grass, the Contractor shall ensure that it presents an even and uniform appearance.

5.4.5. Concurrent with each mowing cycle, the Contractor shall trim and edge of grass along building, structures, curbs, sidewalks, walks, ditch-lines, tree plant beds, hedges, fences, shrubs, wear outlets, signs, valve boxes, driveways, and roadways. The Contractor shall trim the grass and weeds so that its height does not exceed height of the adjacent mowed grass and weeds.

5.4.6. The Contractor shall trim grass around trees, shrubs, flower beds, facilities, fence lines, ditch-lines, and any ground protrusions concurrently with mowing. The Contractor shall trim carefully to insure trees, shrubs, flowers, facilities, and protrusions are not damaged, and shall ensure that the height of the trimmed grass does not exceed height of the adjacent mowed grass.

5.4.7. The Contractor shall cut grass and remove weeds from edge of all sidewalks, curbs, pads, ditch-lines, pavement in the height of ½ (Half) inch to 1 (one)-inch.

5.4.8. Any areas damaged by the Contractor shall be repaired by the Contractor at no additional cost to the Government, to the satisfaction of the Contracting Officer or COR.

5.4.9. The Contractor shall remove grass cuttings from cracks and expansion joints in sidewalks, curbs, pavements, ditch-lines, and gutters at the end of each workday and after each grass cutting cycle. At the end of each day of grass cutting services, the Contractor shall remove all cutting grasses from the installation. The Contractor shall comply with ROK Environmental Law when disposing of grass clippings.

5.4.10. When cutting grass on the fuel tank areas identified on the drawings, the Contractor shall use sickles, scythes or such tools as necessary to cut the grass by hand. The Contractor shall not use grass cutting equipment powered by electrical motors or internal combustion engines. The Contractor shall trim the grass so that its height does not exceed height of the adjacent mowed grass.

5.5. **Raking Leaves:**

5.5.1. The Contractor shall provide all necessary labor, materials (rakes, collection bags, etc.), tools, equipment and transportation required for raking leaves and debris.
5.5.2. The Contractor shall rake and collect all the fallen leaves and debris from the area specified in drawings and remove the collected materials from the installation at the end of each workday. Debris is defined as paper products, cans, bottles, cigarette butts, wood scraps, fallen branches, plastic products, cloth products, food stuffs and other articles obviously discarded and considered trash.

5.6. Post Policing. The Contractor shall pick-up and remove all forms of litter and rubbish from the ground, roadways, around buildings (except within 50 feet of enlisted barracks), bus stop and other areas as indicated on the maps.

5.6.1. Litter and rubbish are defined as: All paper, cans, bottles, cigarette butts, wood products, plastic, cloth, food, tree limbs, dry bush, rodent habitats, dead animals, man-made debris and all other articles which obviously have been discarded.

5.7. Transfer of Ownership

5.7.1. The transfer of ownership of all removed grass/waste/debris from the U.S. Government to the Contractor is effective immediately once placed/loaded in Contractor’s container or truck. After the transfer of ownership, the Contractor shall be responsible for the wastes.

5.7.2. After the transfer of ownership, the Contractor shall assume full accountability and physical custody for all the wastes removed under this contract.

5.8. Invoices: The Contractor shall provide a monthly invoice for services rendered. The Contractor shall provide a monthly report listing all transactions for the prior month by the 5th day of each month for firm fixed portion. The Contractor shall provide reports and invoices in 14 calendar days after completion of work for requirement type task orders. The Contractor shall keep this record on file for a period of one (1) year after the contract expiration date, including any option period exercised.

5.9. Inspection and Search: The Government may search the Contractor, Contractor’s employees, its vehicles, conveyances, and facilities to ensure that only defined items under this contract are being removed.

5.10. Illicit Acts

5.10.1. The Contractor shall assume full responsibility for any illicit act committed by its employees while performing under this contract.

5.10.2. For the purpose of this contract, illicit acts include the commission of fraud, theft, bribery, extortion, receiving stolen property, and acknowledged offence.

5.10.3. The Contractor shall ensure complete supervision over its personnel who are engaged in the performance of this contract.

5.10.4. Violation of the above requirement by the Contractor or its agent may result in temporary suspension of the Contractor.

5.11. Contractor Manpower Reporting (CMR):

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Ground Maintenance via a secure data collection site.

The contractor is required to completely fill in all required data fields using the following web address: http://www.ecmra.mil/, and then click on "Department of the Army CMRA" or the icon of the DoD organization that is receiving or benefitting from the contracted services.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk by clicking on "Send an email" which is located under the Help Resources ribbon on the right side of the login page of the applicable Service/Component's CMR website".

6. REFERENCES (Editions current as of contract award date)

The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures. Supplements, amendments, or changes to these documents may be issued during the life of the contract. Any such changes to documents which cause a change in performance within the meaning of the “Changes” clause will be not implemented by the Contractor unless or until a change order or modification to the contract is issued by the KO. Any Contractor provided publications to be procured and maintained at Contractor’s expense.


6.3. TB-420-23, Roads, Grounds, Pest Control, Refuse Collection Formulas.

6.4. AR 420-74, Natural Resources-Land, Forest, and Wildlife Management.

6.5. TM-830-4, Painting and Establishment of Trees, Shrubs, Grounds Covers and Vines.

6.6. USFK REGULATION 190-1, Motor Vehicle Traffic Regulation.

6.7. U.S. Government Safety Regulation (EM 385-1-1, Safety- Safety and Health Requirements):

6.8. OMA STD TECH SPEC Section No. 02935- Turf

6.9. Environmental Management System (EMS) Requirement:

6.10. OP5 Ammunition and Explosives Safety Ashore (Volume 1)

The Contractor shall perform work consistent with the relevant policy and objectives identified in Installation’s Environmental Management System (EMS). The Contractor shall perform work in a manner that conforms to all appropriate Environmental Management Programs and Operational Controls identified by Installation’s EMS, including pollution prevention, waste reduction, energy use, and natural resource protection. The Contractor shall provide monitoring and measurement information as necessary for the organization to address environmental performance relative to the environmental, energy, and transportation management goals. In addition, the Contractor shall advise their employees of their roles and responsibilities identified by the EMS and how these requirements affect their work performed under this contract.

In the event of any environmental nonconformance or noncompliance associated with the contracted services, the contractor shall take corrective and/or preventative actions. In the event of any noncompliance with any federal, state, or local environmental law, regulation or requirement, the Contractor shall immediately respond by taking all appropriate corrective action and notifying the Contracting Officer’s Representative (COR) and the EMS Manager. For any nonconformance with the EMS, the Contractor shall take corrective action and initiate further preventative action, as required by the EMS Manager.

All on-site contractor personnel shall complete necessary safety and environmental training specified for the type of work conducted on-site. Upon contract award, the COR will notify the EMS Manager to arrange EMS training for appropriate staff.

Additionally, when ordering supplies for use on Installation, all contractor personnel must favor energy-efficient, recycled or reclaimed material whenever practicable.

The responsibilities of all contractor personnel include, but are not limited to:

1. Recycling all eligible material, including glass, paper (including magazines), plastic, aluminum, and cardboard to the maximum extent practicable;

2. Reducing the amount of hazardous material and/or solvent used by purchasing fewer hazardous materials and by increasing the use of products with recycled content;
(3) Reducing the amount of solid waste from construction and demolition debris, and scrap metal sent to municipal and rubble landfills by reducing, reusing, and recycling; and

(4) Conserving energy and water usage by turning off lights and equipment when not in use and using only the necessary amount of water needed to complete the required tasks. Continuous conservation of our natural resources is a must.

Any questions regarding EMS may be directed to the Contracting Officer’s Representative.
7. ATTACHEMENT/TECHNICAL EXHIBIT LIST:

7.1. Technical Exhibit 1 – Performance Requirements Summary

7.2. Attachments - Maps

7.2.1 Attachment 1 Pohang Ammunition Supply Point (ASP) Grounds Maintenance Map
7.2.2 Attachment 2 Pohang Airfield Parking Apron Grounds Maintenance Map
7.2.3 Attachment 3 Yechon Ammunition Supply Point (ASP) Grounds Maintenance Map
7.2.4 Attachment 4 Camp Mujuk Grounds Maintenance Map
# TECHNICAL EXHIBIT 1

## Performance Requirements Summary

The Contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

<table>
<thead>
<tr>
<th>Required Services (Tasks)</th>
<th>Performance Standard</th>
<th>Acceptable Quality Level (The corresponding maximum error rate, could possibly be zero deviation from standard)</th>
<th>Method of Surveillance</th>
<th>Incentive (Positive and/or Negative) (Impact on Contractor Payments)</th>
</tr>
</thead>
</table>
| **Para. 5.4. Grass Cutting** | Cut grass at a height of 1-½” to 2-⅛”, trim and edge of grass along building, structures, curbs, sidewalks, walks, ditch lines, tree plant beds, hedges, fences, shrubs, wear outlets, signs, valve boxes, driveways and road ways. The cutting area shall be even and uniform appearance. | 97% (3% defects per rating period) | Random inspections shall be performed for all work completed. | Monthly Payment of the invoice will be deducted by same percentage of the threshold; If the AQL is less than 97%, the invoice will be reduced by following formula: Monthly Invoice Amount * (AQL + 3)%.
| **Para. 5.5. Raking Leaves** | Rake and collect all fallen leaves and debris from the area indicated in maps and remove collective materials from the installation. | 97% (3% defects per rating period) | Random inspections shall be performed for all work completed. | Monthly Payment of the invoice will be deducted by same percentage of the threshold; If the AQL is less than 97%, the invoice will be reduced by following formula: Monthly Invoice Amount * (AQL + 3)%.
| **Para. 5.6. Post Policing** | Pick-up and remove all forms of litter and rubbish from the ground, roadways, around buildings, bus stops and other areas indicated in maps. | 97% (3% defects per rating period) | Random inspections shall be performed for all work completed. | Monthly Payment of the invoice will be deducted by same percentage of the threshold; If the AQL is less than 97%, the invoice will be reduced by following formula: Monthly Invoice Amount * (AQL + 3)%.
<table>
<thead>
<tr>
<th>Required Documents stated in PWS</th>
<th>Quality Control Plan</th>
<th>Quality Control Plan</th>
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<tbody>
<tr>
<td>License &amp; Certificates</td>
<td>Para. 1.5.3.</td>
<td>Para. 1.5.3.</td>
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<td>Prior Experience Evidence</td>
<td>Para. 1.5.7.1.</td>
<td>Para. 1.5.7.1.</td>
</tr>
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<td>CM Resume and Historical Work Evidence</td>
<td>Para. 1.5.7.2.</td>
<td>Para. 1.5.7.2.</td>
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<tr>
<td>Driver’s License</td>
<td>Para. 1.5.8.1.</td>
<td>Para. 1.5.8.1.</td>
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<td>List of Badge Numbers &amp; Personnel</td>
<td>Para. 1.5.8.5.</td>
<td>Para. 1.5.8.5.</td>
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<td>Safety Plan</td>
<td>Para. 1.5.9.</td>
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<td>Para. 1.5.15.4.</td>
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<td>iWATCH Training Certificate</td>
<td>Para. 1.5.17.1.</td>
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<td>Para. 1.5.17.3.</td>
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<td></td>
<td>Para. 4.2.</td>
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</table>

7.2.1 Attachment 1 Pohang Ammunition Supply Point (ASP) Grounds Maintenance Map
POHANG AMMUNITION SUPPLY POINT (ASP)
NOT TO SCALE

LIMITS OF WORK FOR POHANG AMMUNITION SUPPLY POINT GROUNDS MAINTENANCE CONTRACT. SEE SCOPE OF WORK FOR DEFINED AREAS WITHIN CONTRACT LIMITS

CY18 BASE YEAR
GROUNDS MAINTENANCE CONTRACT
POHANG, YECHON AND CAMP MUDUK

ATTACHMENT 1
POHANG AMMUNITION SUPPLY POINT (ASP)

7.2.2 Attachment 2 Pohang Airfield Parking Apron Grounds Maintenance Map
7.2.3 Attachment 3 Yechon Ammunition Supply Point (ASP) Grounds Maintenance Map
NOTE:
CONTROLLED PERIMETER CLEAR ZONE AREAS OUTSIDE THE FENCE LINE TO BE MAINTAINED IN ACCORDANCE WITH THE REQUIREMENTS OF THIS CONTRACT.
ARES OUTSIDE THE FENCE LINE CONTROLLED BY THE UNITED STATES GOVERNMENT.

CAMP MUJUK GROUNDS MAINTENANCE MAP
NOT TO SCALE

CY18 BASE YEAR
GROUNDS MAINTENANCE CONTRACT
POHANG, YECHON AND CAMP MUJUK

ATTACHMENT 4
CAMP MUJUK AREA MAP
CLAUSES INCORPORATED BY REFERENCE

| Clause | Description | Date
<table>
<thead>
<tr>
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<td>52.203-3</td>
<td>Gratuities</td>
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<td>52.203-6</td>
<td>Restrictions On Subcontractor Sales To The Government</td>
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<td>52.204-7</td>
<td>System for Award Management</td>
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<td>52.204-9</td>
<td>Personal Identity Verification of Contractor Personnel</td>
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<td>System for Award Management Maintenance</td>
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<td>Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment</td>
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<td>Instructions to Offerors--Commercial Items</td>
<td>OCT 2018</td>
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<td>52.212-3</td>
<td>Offeror Representations and Certifications--Commercial Items</td>
<td>OCT 2018</td>
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<td>52.212-4</td>
<td>Contract Terms and Conditions--Commercial Items</td>
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<td>Certification Regarding Trafficking in Persons Compliance Plan.</td>
<td>MAR 2015</td>
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<td>52.225-14</td>
<td>Inconsistency Between English Version And Translation Of Contract</td>
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<td>Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.</td>
<td>AUG 2018</td>
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<td>Taxes--Foreign Fixed-Price Contracts</td>
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<td>52.232-23</td>
<td>Assignment Of Claims</td>
<td>MAY 2014</td>
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<td>Protest After Award</td>
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<td>Applicable Law for Breach of Contract Claim</td>
<td>OCT 2004</td>
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<td>Protection Of Government Buildings, Equipment, And Vegetation</td>
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<td>Requirement to Inform Employees of Whistleblower Rights</td>
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<td>252.237-7010</td>
<td>Prohibition on Interrogation of Detainees by Contractor Personnel</td>
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<td>Pricing Of Contract Modifications</td>
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<td>Subcontracts for Commercial Items</td>
<td>JUN 2013</td>
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</table>

**ADDENDUM TO FAR 52.212-1**

1. Offers shall be submitted to CPT Roberto Lainez and CPT Trent Sutterfield. Offeror must provide Points of Contact (POC) for your company; to include telephone number, email, DUNS number and CAGE Code number. The quote’s technical specification shall include the company name. Offerers may email proposals to. **The electronic offer shall be submitted in PDF format by 15 April 2019 at 1300 hours Korean Local Time.** The offeror is responsible for ensuring delivery to the POCs. The Government will not be responsible for late submissions due to transmission problems. If the electronic quote is not received on time, the whole proposal will be considered late and therefore rejected. No quotes received by FAX will be accepted.

5. Quote Format and Content: Offerors’ quote shall contain, at a minimum, the following:

**FACTOR A: TECHNICAL**

**SUBFACTOR 1 - Contractor’s Prior Experience:** The offeror shall be evaluated on submitted documentation demonstrating at least two (2) years of experience in ground maintenance service to include grass cutting, leaf raking, post policing and trimming branches or similar relevant experiences within the last seven (7) years from the closing date of this solicitation. The offeror shall provide their prior experience information contains following data, but not limited to:
- Location of the work performed
- Nature of the business area(s) involved
- Contract numbers and types
- Description and relevancy of the work
- Dollar value
- Contract award and completion dates
- Reference Point(s) of Contract (current telephone number) who can verify each prior experience

**SUBFACTOR 2 - Prime Contractor’s Business Permission Registration:** The offeror shall be evaluated on the following: provide a copy of the local business license stated in valid landscaping management permission license issued by the republic of Korea (ROK) government that are eligible for ground maintenance service. Subcontractor's license is not allowable. The offeror's most recent Stock Change Certificate (주식등 변동 상황 명세서), as certified and submitted to the ROK Local Tax Office (국 세 정 ). The offeror's Certified Copy of Register [등 기 부 등 본 (유효 사 항 )], as certified and submitted to the ROK Supreme Court (대 법 원 ). If applicable, the offeror has a Parent (as Parent is defined in the International Agreement), the Parent's Certified Copy of Register [등 기 부 등 본 (유 효 사 항 )], as certified and submitted to the ROK Supreme Court (대 법 원 ).

**SUBFACTOR 3 - Contract Manager (CM):** The CM shall have at least two (2) years of satisfactory experience performing the same or similar ground maintenance service within the last seven (7) years
FACTOR B: PAST PERFORMANCE

The past performance factor considers the offeror's demonstrated recent and relevant record of performance in supplying services that meet the contract requirements. Past performance will be evaluated on an acceptable/unacceptable basis. The offerors are required to identify contracts, both commercial and Government contracts for the same or similar service.

The recency and relevancy of Past Performances will be evaluated on the contractor’s list of contracts which they have performed same or similar services relevant to this solicitation’s requirement within the last seven (7) years. The offeror’s past performance will be evaluated in accordance with FAR 15.305(a)(2) based on the following processes:

(1) Review of the detailed explanation submitted by offerors, demonstrating the relevance of the references to the requirements of the solicitation.

(2) References will be contacted by phone to verify contents in detail explanation and to determine record of compliance with contract requirements, accuracy of reports, technical and quality awards/certificates.

(3) The Government reserves the right to obtain past performance information from any reasonable source available, including the Past Performance Information Retrieval System (PPIRS) website http://www.ppirs.gov in order to evaluate offerors’ past performance. Also CPARs, if applicable, will be used for evaluation of the past performance.

Note: As part of the Responsibility Determination, the Contracting Officer will evaluate past performance to determine the offeror’s capability to perform the contract. Failure to provide data or lack of any performance history will not in itself be a reason for determination of non-responsibility. The Contracting Officer is not limited to the information provided. The Contracting Officer may use this data along with data obtained from other sources the Contracting Officer determines appropriate to obtain sufficient information on the offeror’s past performance to make a responsibility determination.

FACTOR C: PRICE

Proposed price will be reviewed to determine if the quotation is adequate, complete, and reasonable to assess the offeror understands of the solicitation. Price analysis will be performed to determine the total evaluated price to support the selection of the lowest priced technically acceptable offeror.

The proposed price shall:
Be Adequate: The proposed price and the scope of work are compatible.
Be Reasonable: Acceptable estimating methodology for developing the price quotation.
Be Complete: Responsive to all solicitation requirements, all PWS items are included, and estimates can be traced.

Proposed prices will be evaluated in accordance with FAR 13.106-3 (a). The Government will evaluate offers for award purpose by adding the total of all CLIN prices.

FAR Clause 52.217-8 Option to Extend Services. As part of price evaluation, the Government will evaluate its option to extend services (FAR Clause 52.217-8 - Option to Extend Services) by adding one-half of the Offeror’s final option period prices to the Offeror’s total price. Thus, the Offeror’s total price for the purpose of evaluation will include the base period, 1st option, 2nd option, 3rd option, 4th option, and one-half of the 4th option. Offerors are required only to price the base and four (4) options. Offerors shall not submit a price for the potential one-half year extension of services period.
3. Delivery Lead Time: Proposal(s) shall specify service date beginning 1 April 2019.

4. Partial quotation is not acceptable. Award will be all or none basis.

5. 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.

6. QUESTIONS PERTAINING TO THE REQUEST FOR QUOTE (RFQ)/SOLICITATION: Questions shall be submitted electronically ONLY, to CPT Trent Sutterfield, Contract Specialist, trent.w.sutterfield.mil@mail.mil. The subject of the e-mail(s) shall be W90VN9-19-R-0018 – Marine Landscaping. No later than (NLT) 1700 Korean Standard Time, 14 February 2019. Follow-up/additional questions will not be accepted after this date. Answers to submitted questions will be provided via a RFQ Amendment. No fax, facsimile or telephonic questions will be accepted.

7. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror’s initial offer should contain the offeror’s best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(END OF ADDENDUM)

ADDENDUM TO FAR 52.212-2
This acquisition will be conducted in accordance with FAR Part 12 Acquisition of Commercial Items, FAR 13 Simplified Acquisition Procedures.

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 offer that satisfies all terms and conditions of this solicitation. The following factors shall be used to evaluate offers.
(b) Award for Work. The Government intends to award one contract as a result of this solicitation. The Government intends to evaluate proposals and award without discussions with offerors. Therefore, the offeror’s initial proposal should contain the offeror’s best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In the event that discussions are held, a competitive range determination may be made. If the Contracting Officer 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 Contracting Officer 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.

EVALUATION FACTORS FOR AWARD

FACTOR A: TECHNICAL

SUBFACTOR 1 - Contractor’s Prior Experience: The offeror shall be evaluated on submitted documentation demonstrating at least two (2) years of experience in ground maintenance
service to include grass cutting, leaf raking, post policing and trimming branches or similar relevant experiences within the last seven (7) years from the closing date of this solicitation. The offeror shall provide their prior experience information contains following data, but not limited to:

- Location of the work performed
- Nature of the business area(s) involved
- Contract numbers and types
- Description and relevancy of the work
- Dollar value
- Contract award and completion dates
- Reference Point(s) of Contract (current telephone number) who can verify each prior experience

**SUBFACTOR 2** - Prime Contractor’s Business Permission Registration: The offeror shall be evaluated on the following: provide a copy of the local business license stated in valid landscaping management permission license issued by the republic of Korea (ROK) government that are eligible for ground maintenance service. Subcontractor's license is not allowable. The offeror's most recent Stock Change Certificate (주식등변동 상황명세서), as certified and submitted to the ROK Local Tax Office (국세청). The offeror's Certified Copy of Register [등기부등본 (유효사항)], as certified and submitted to the ROK Supreme Court (대법원). If applicable, the offeror has a Parent (as Parent is defined in the International Agreement), the Parent's Certified Copy of Register [등기부등본 (유효사항)], as certified and submitted to the ROK Supreme Court (대법원).

**SUBFACTOR 3** - Contract Manager (CM): The CM shall have at least two (2) years of satisfactory experience performing the same or similar ground maintenance service within the last seven (7) years.

**FACTOR B: PAST PERFORMANCE**

The past performance factor considers the offeror's demonstrated recent and relevant record of performance in supplying services that meet the contract requirements. Past performance will be evaluated on an acceptable/unacceptable basis. The offerors are required to identify contracts, both commercial and Government contracts for the same or similar service.

**FACTOR C: PRICE**

Proposed price will be reviewed to determine if the quotation is adequate, complete, and reasonable to assess the offeror understands of the solicitation. Price analysis will be performed to determine the total evaluated price to support the selection of the lowest priced technically acceptable offeror.
The proposed price shall:
- Be Adequate: The proposed price and the scope of work are compatible.
- Be Reasonable: Acceptable estimating methodology for developing the price quotation.
- Be Complete: Responsive to all solicitation requirements, all PWS items are included, and estimates can be traced.

Proposed prices will be evaluated in accordance with FAR 13.106-3 (a). The Government will evaluate offers for award purpose by adding the total of all CLIN prices.

FAR Clause 52.217-8 Option to Extend Services. As part of price evaluation, the Government will evaluate its option to extend services (FAR Clause 52.217-8 - Option to Extend Services) by adding one-half of the Offeror’s final option period prices to the Offeror’s total price. Thus, the Offeror’s total price for the purpose of evaluation will include the base period, 1st option, 2nd option, 3rd option, 4th option, and one-half of the 4th option. Offerors are required only to price the base and four (4) options. Offerors shall not submit a price for the potential one-half year extension of services period.

EVALUATION APPROACH

FACTOR A: Technical Factor

1. Offerors shall submit a proposal that demonstrates their business’s ability to meet the Technical Subfactor.

2. Each subfactor will be evaluated and rated individually, then combined into a single technical rating. All subfactors will be rated with equal importance.

3. A rating of “Unacceptable” in any of the subfactors will cause the proposal to be evaluated as “Unacceptable” rating of the Technical Factor and will make the proposal ineligible for award.

SUBFACTOR 1: Provided requested documentation demonstrating 2 years ground maintenance prior experience within the last 7 years of the solicitation closing date.

SUBFACTOR 2: Provided a valid landscaping business license. Provided requested documentation of valid and most recent Stock Change Certificate as certified and submitted to the ROK Local Tax Office. Provided valid Certified Copy of Register, as certified and submitted to the ROK Supreme Court and/or Parent’s Certified Copy of Register.

SUBFACTOR 3: Provided documentation for Contract Manager possessing at least two (2) years of satisfactory experience performing the same or similar ground maintenance service within the last seven (7) years.

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<thead>
<tr>
<th>TECHNICALLY ACCEPTABLE / UNACCEPTABLE RATING</th>
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<tbody>
<tr>
<td>RATING</td>
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</table>

- **RATING**
- **DESCRIPTION**
FACTOR B: Past Experience

The recency and relevancy of Past Performances will be evaluated on the contractor’s list of contracts which they have performed same or similar services relevant to this solicitation’s requirement within the last seven (7) years. The offeror’s past performance will be evaluated in accordance with FAR 15.305(a)(2) based on the following processes:

1. Review of the detailed explanation submitted by offerors, demonstrating the relevance of the references to the requirements of the solicitation.

2. References will be contacted by phone to verify contents in detail explanation and to determine record of compliance with contract requirements, accuracy of reports, technical and quality awards/certificates.

3. The Government reserves the right to obtain past performance information from any reasonable source available, including the Past Performance Information Retrieval System (PPIRS) website http://www.ppirs.gov in order to evaluate offerors’ past performance. Also CPARs, if applicable, will be used for evaluation of the past performance.

4. Offerors past performance will be based on an “Acceptable” or “Unacceptable” basis. The information presented by each Offeror, Past Performance Questionnaires received, and information obtained from other sources available to the Government, will be the basis for evaluation of this factor. In this context, “offeror” refers to the proposed prime contractor and all proposed major subcontractors. A major subcontractor is defined as one who will be providing services identified in the PWS equal to or above 20% of the total proposed price. The prime contractor and proposed major subcontractors will receive one combined rating of either “Acceptable” or “Unacceptable”.

<table>
<thead>
<tr>
<th>Acceptable</th>
<th>Proposal clearly meets the minimum technical requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unacceptable</td>
<td>Proposal does not clearly meet the minimum technical requirements</td>
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**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 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 past performance. In the context of acceptability/unacceptability, “unknown” shall be considered “acceptable.”

Note: As part of the Responsibility Determination, the Contracting Officer will evaluate past performance to determine the offeror’s capability to perform the contract. Failure to provide data or lack of any performance history will not in itself be a reason for determination of non-responsibility. The Contracting Officer is not limited to the information provided. The Contracting Officer may use this data along with data obtained from other sources the Contracting Officer determines appropriate to obtain sufficient information on the offeror’s past performance to make a responsibility determination.

**FACTOR C: Price**

(1) Offeror(s) shall provide an itemized price in the RFP for the proposed product.

(2) The Government will evaluate offers for award purposes by adding the total cost for all CLINS to the total price for the basic requirement. This amount will be the total evaluated price.

(3) Price will not be scored or rated. The Government will evaluate the reasonableness of the offered prices. Normally, adequate price competition establishes a fair and reasonable price. Analytical techniques and procedures described in FAR 15.404-1 may be used, singly or in combination with others, to ensure that the final price is fair and reasonable.

(4) Unbalanced, inaccurate or incomplete price proposals may be the grounds for eliminating a proposal from competition. The Government will evaluate proposed price using one or more of the price analysis techniques in accordance with FAR 15.404-1.

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

Note 2: To be determined technically acceptable, the submitted specification must meet the salient characteristics stated in this solicitation.

ADDENDUM TO FAR 52.212-4

**INSPECTION AND ACCEPTANCE:** Contraacting Officer Representative or his authorized representative at the respective service locations shall conduct inspection for condition, quality, quantity count, and final acceptance of the services rendered under this contract.
PAYMENT

a. Payment will be made by the Finance Office responsible for processing payment.
b. Requests for payment, invoicing and payment status – will be referred to the USFK-J4 (LCS funded).

Payment Office for LCS Funded Project: ROK Ministry of National Defense Defense Logistica Agency (DLA)

Payment Office:
Defense Logistics Agency (DLA)
Payment Office POC:
USFK-J4-IP
PSC 303 BOX 29, APO AP 96205
Attn: LCS Manager: 02-748-5752 (DSN)
pacom.yongsan.usfk.mbx.j4-lcs@mail.mil

CLAUSES INCORPORATED BY FULL TEXT

52.209-7 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 proceedings 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 (FAPIIS) 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 FAPIIS 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).

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) 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 (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2018)

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


   (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:


   ___ (5) [Reserved]


   ___ (10) [Reserved]


   ___ (ii) Alternate I (NOV 2011) of 52.219-3.

   ___ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

   ___ (ii) Alternate I (JAN 2011) of 52.219-4.
(13) [Reserved]


(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).


(iii) Alternate II (Mar 2004) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).


(ii) Alternate I (Nov 2016) of 52.219-9.

(iii) Alternate II (Nov 2016) of 52.219-9.

(iv) Alternate III (Nov 2016) of 52.219-9.


(18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

(19) 52.219-14, Limitations on Subcontracting (JAN 2017) (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)).


(22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (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 (Dec 2015) (15 U.S.C. 637(m)).


(26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).

(27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).


(ii) Alternate I (Feb 1999) of 52.222-26.

(ii) Alternate I (July 2014) of 52.222-35.


(ii) Alternate I (July 2014) of 52.222-36.


(34) 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.)

(35)(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.)

(36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).

(37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).

(38) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).


(39)(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.


(41)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-16.


(43) 52.223-20, Aerosols (June, 2016) (E.O. 13693).

(44) 52.223-21, Foams (June, 2016) (E.O. 13693).

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


(47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter

(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.


(49) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.’s, proclamations, and statutes
administered by the Office of Foreign Assets Control of the Department of the Treasury).

(50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section

(51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

(52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C.
5150).

(53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10
U.S.C. 2307(f)).

(54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C.
3332).

(56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July


(59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

(60)(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) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).


chapter 67).

_____ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple

_____ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY

_____ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for

_____ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain


_____ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (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, 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—

(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. 113-235).

(iv) 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 $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (I) of FAR clause 52.222-17.

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

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


(x) 52.222-37, Employment Reports on Veterans (Feb 2016) (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.


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


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


(B) Alternate I (JAN 2017) of 52.224-3.


(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (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)

52.216-21  REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after thirty (30) calendar days from expiration of ordering authority per DFAR 252.216-7006 ORDERING (May 2011).

(End of clause)

52.217-8  OPTION TO EXTEND SERVICES (NOV 1999)
The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the expiration date of the contract.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 sixty (60) months.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond ___. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond ___, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from
(Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.)

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (FEB 1995)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

An organized site visit has been scheduled for 27 March 2019 at 1000 KST at Camp Mujuk and 28 March 2019 1000 at Yechon MSA

27 March 2019: Camp Mujuk and Pohang MSA
- Date&Time: 19 March 2019, 1000hrs
- Link-up Point: Camp Mujuk Main Gate Parking Lot
- Address: Gyeongsangbuk-do, Pohang-si, Nam-gu, Ocheon-eup, Segye3-ri, 99-1
- POC: Mr. Chong, Cell 010-3624-5766, or Mr. Hutchinson, Cell 010-2396-6286
- Notice: Maximum Number of Each Company is (2) person and (1) vehicle

28 March 2019: Yechon MSA
- Date&Time: 20 March 2019, 1000hrs
- Link-up Point: ROK 16th Fighter Wing Security Check Office Parking Lot
- Address: Gyeongsangbuk-do, Yecheon-gu, Yucheon-myeon
- POC: Mr. Chong, Cell 010-3624-5766, or Mr. Hutchinson, Cell 010-2396-6286
- Notice: Maximum Number of Each Company is (2) person and (1) vehicle

Participants will meet at Camp Mujuk front gate and will be greeted by Mr. Hutchinson

POC for this site visit is Mr. Hutchinson and he can be reached at DSN 315-755-8349 or 010-2396-6286.

NOTES:
An access roster must be submitted five days prior to the site visit to ensure vendors are allowed in the installation NLT (21 MAR 2019) and returned to Mr. Hutchinson at david.hutchinson@usmc.mil. Please see the access rosters attached to the solicitation.

The Attendee must bring a photo identification card (Korean ID Card: Ju-min-deng-rok-jung) when attending the site visit orientation.

The sites are decentralized and will require transportation to and from. Please bring one (1) vehicle per company to assist with movement in and around the sites. The vehicles information must be filled out on the access rosters and submitted to Mr. Hutchinson.
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

(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://farsite.hill.af.mil

(End of clause)

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 [ ___ Contracting Officer to insert applicable information cited in PGI 225.372-1].

(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.

Combo

(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.

(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*

<table>
<thead>
<tr>
<th>Field Name in WAWF</th>
<th>Data to be entered in WAWF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pay Official DoDAAC</td>
<td>M15017</td>
</tr>
<tr>
<td>Issue By DoDAAC</td>
<td>W90VN9</td>
</tr>
<tr>
<td>Admin DoDAAC**</td>
<td>W90VN9</td>
</tr>
<tr>
<td>Inspect By DoDAAC</td>
<td>M15017</td>
</tr>
<tr>
<td>Ship To Code</td>
<td>____</td>
</tr>
<tr>
<td>Ship From Code</td>
<td>____</td>
</tr>
<tr>
<td>Mark For Code</td>
<td>____</td>
</tr>
<tr>
<td>Service Approver (DoDAAC)</td>
<td>M15017</td>
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<tr>
<td>Service Acceptor (DoDAAC)</td>
<td>M15017</td>
</tr>
<tr>
<td>Accept at Other DoDAAC</td>
<td>____</td>
</tr>
<tr>
<td>LPO DoDAAC</td>
<td>____</td>
</tr>
<tr>
<td>DCAA Auditor DoDAAC</td>
<td>____</td>
</tr>
<tr>
<td>Other DoDAAC(s)</td>
<td>____</td>
</tr>
</tbody>
</table>
(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.

Mr. David Hutchinson at david.hutchinson@usmc.mil or 315-755-8349

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

(End of clause)

5152.204-4018 IDENTIFICATION OF CONTRACTOR'S EMPLOYEES

(a) All persons hired by the Contractor for performance under this contract requiring entry to a U.S. Government installation shall be processed through the Contracting Officer, or his/her representative, and approved for entry as required by: (1) for Contractors requiring entry onto an U.S. Army installation, AR 604-5, AR 606-15, (2) for Contractors requiring entry onto an U.S. Air Force installation, AFR 125-37, AFR 205-32, and AFR 125-3. USFK Reg 190-7 is applicable to both Army and Air Force installations. Additional requirements may be necessitated by local supplements to the above-mentioned regulations.

(b) In addition, the contractor shall ensure that each of its employees requiring entry possesses an identification badge or pass as may be required: (1) by the Provost Marshall for the area in which the contract work is to be performed, for entry onto U.S. Army installations; or (2) by the Pass and Registration Office (Security Police) for the applicable installations for entry onto the U.S. Air Force installations. Each employee shall be required to wear his badge upon his person at all times while on duty within a U.S. Government installation or at such times and places where identification is required. In the event that the Contractor’s employment of anyone for performance of this contract terminates or is suspended, or that any contractor employee otherwise is removed from performance of this contract, the Contractor shall recover from each such employee all identification items, including passes, that tend to associate the employee with this contract, and shall return to the Contracting Officer any such identification items and passes that the Government previously issued.

(c) In the event that services to be performed entail access to restricted areas, all Contractor personnel requiring such access shall be required to have a background investigation, DD Form 441. The Contractor will submit to the COR (or to the Contracting Officer if a COR is not appointed), within 5 calendar days after date of contract award, a list of its employees who will require a background investigation in accordance with this provision.

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.

_______________________________________________________________________________________
_______________________________________________________________________________________
_______________________________________________________________________________________

(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)
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

(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.

____________________________________________________________________
____________________________________________________________________

(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):

<table>
<thead>
<tr>
<th>Name of Item</th>
<th>Number of Units</th>
<th>Cost/Unit w/o Tax</th>
<th>% of Tax</th>
<th>Tax/Unit</th>
<th>Tax Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

(ii) Special Excise Tax:

<table>
<thead>
<tr>
<th>Name of Item</th>
<th>Number of Units</th>
<th>Cost/Unit w/o Tax</th>
<th>% of Tax</th>
<th>Tax/Unit</th>
<th>Tax Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th></th>
<th>No. of</th>
<th>U/P w/o Tax</th>
<th>Tax/Unit</th>
<th>Total Tax Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular Gasoline</td>
<td>________ (L)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Premium Gasoline</td>
<td>________ (L)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Diesel</td>
<td>________ (L)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>________ (L)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(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.

5152.222-4034 KOREAN LABOR LAW

Contractors and subcontractors at all tiers, shall honor employees’ rights in full compliance with Korean Labor Law, including the rights of succession of employment. Failure to comply may be deemed breach or default of the contract and evidence of nonresponsibility. Such violation of Korean Labor Law may be evidenced by a Republic of Korea Ministry of Labor determination, a court decision, or a Labor Relations Commission adjudication. If a contractor is found to be in serious violation and fails to take adequate corrective action promptly, USFK may consider this grounds for determining the contractor to be non-responsible for future Government contracts.

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 411th 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.

5152.229-4015  TAX EXEMPTION, POL PRODUCTS, REPUBLIC OF KOREA

(a) This clause is in implementation of Article XVI of the Status of Forces Agreement between the Republic of Korea and the United States of America, granting Contractors exemption from Republic of Korea taxes for petroleum products (POL) utilized on USFK acquisitions in the Republic of Korea. At the time this contract is awarded, the Contractor shall make a final nomination in writing of its point of purchase for POL products to be used on this contract. If the Contractor intends to purchase directly from an oil company refinery, it may nominate any of the three ROK oil companies below which have agreed to sell to Contractor FOB refinery at the SET-exempt price.

List of Oil Companies and their Respective Tax Offices

(1) Hyundai Oil Refinery Co., Ltd.: Dong-Inchon District Tax Office
ATTN: POL Tax Administrator
Inchon City, Korea

(2) SK Corporation: Ulsan District Tax Office
ATTN: POL Tax Administrator
Ulsan City, Kyongsan Nam Do, Korea

(3) LG Caltex Company: Yosu District Tax Office
ATTN: POL Tax Administrator
Yosu City, Chonla Nam Do, Korea

(b) If the contractor instead intends to purchase its POL products from an individual gasoline station, the Contracting Officer will advise the contractor as to which individual gasoline stations will sell to it at the SET-exempt price. The contractor shall specify from which of those stations it will purchase. In addition to specifying the oil company/gas station, the Contractor shall state the estimated quantity and the amount of POL to be purchased from each refinery/gas station. The USFK Contracting Officer will verify the reasonableness of the amounts of POL products claimed for use on the contract and, based on this verification, the USFK Responsible Officer will issue USFK POL Tax Exemption Coupons. If the Contractor wishes to purchase from an individual gas station, it will be required to make advance payment for the amount of POL covered by the coupons. Advance payment will be at the SET-exempt price and will be made to the gas station(s) previously nominated. Representatives from the nominated gas station(s) shall be present at the issuing session. They will collect the advance payments, mark “paid” on the back of the original copy of the coupons issued, and provide the purchasing Contractor with tax invoices to be used by the Contractor to obtain SET refund from its governing ROK District Tax Office. All coupons for construction contracts will be issued at the time of award. Coupons for requirements-type contracts will be issued on a delivery order increment basis or on a monthly basis. Pre-selected oil company refineries will sell their POL products at the SET-exempted prices upon presentation of the coupons. Individual gas stations, which have previously collected POL payment in advance will accept the pre-paid USFK POL Tax Exemption Coupons from contractors and will provide the POL amounts reflected on tendered coupons without any further charge.

5152.232-4028 – Funding of ROK MND Contracts

FUNDING OF ROK MND CONTRACTS
(a) This is a contract between the Government of the Republic of Korea (ROK) and the contractor. ROK will directly pay the contractor. No appropriated funds of the United States (US) shall be obligated for payment due under this contract.

(b) Funding advisement: This contract, any modifications (including exercise of option(s)) thereto, and any delivery or task orders thereunder, shall be paid with ROK funds and shall cite “MOA Contract - funded by ROK MND” (in lieu of citing appropriations and accounting data). No U.S. funds, appropriated or other, are or will be obligated under this contract.

(c) Limitation of US liability: The U.S. Government shall incur no liability, and no appropriated or other funds of the United States shall be obligated, for payment for services, supplies, claims, or other costs arising out of or under this contracts, delivery or service orders, exercises of options, or other modifications.

(d) Identification of invoices: Contractor shall state clearly “MOA Contract - funded by ROK MND” on all invoices for performance under contracts, delivery or service orders that are designated as “MOA Contract - funded by ROK MND.”

(e) Funding carry-over:
(1) The Contractor will make every reasonable effort to obtain completion of all performance under the contract and to obtain, approve, and forward Contractor’s invoices under the contract before the end of the calendar year of the contract. In the event that any work initiated under the contract cannot be completed by the end of the calendar year, the Contractor shall furnish the Contracting Officer and USFK, ATTN: FKJ4-P-G, not later than 30 November, the following information:
(i) A list of work that apparently will not be completed and invoiced by, and apparently will require payments after, the end of the calendar year;
(ii) Estimated price of work that apparently will be carried beyond the calendar year; and
(iii) Date of anticipated completion of the work.
(2) The ROK MND shall seek mutually agreeable procedures for payment for work carried over to the next calendar year.

(f) Availability of ROK Funds for the Next Calendar Year:
(1) This contract is funded with calendar year ROK MND funds, from date of award through 31 December of the year in which the contract is awarded and/or into which the contract is extended. ROK MND funds are not available for performance, under this contract, beyond 31 December of the current contract’s calendar year period. Any obligation and/or legal liability on the part of ROK MND for the next calendar year’s performance, including exercise of any option to extend the services/contract, is contingent upon the Contracting Officer’s explicit notification to the Contractor of availability of that new calendar year’s ROK MND funds, from which contractual payment(s) can be made.
(2) Unavailability of ROK MND funds until a few months into the new calendar year may necessitate a break in performance of the contract until those funds become available. In the event of a break in performance because of unavailability of the new calendar year’s ROK MND funds for obligation under the contract, that break in performance shall not be deemed a breach or default of the contract.

5152.232-4030 – Payments of ROK MND Contracts

PAYMENTS OF ROK MND CONTRACTS

(a) Responsibility for Payment: The ROK Government shall make payment directly to the contractor for performance rendered and accepted under any contract part, or delivery or service order identified as “MOA contract – funded by ROK MND.” Payments shall be made at the prices specified in the contract.

(b) Performance Certification and Contract Administration: The U.S. Government has sole authority to administer this contract. The U.S. Government, through its designated USFK official(s), has sole authority to inspect and accept goods and services and to determine the Contractor’s entitlement to payment from the ROK under this contract. The administering U.S. Government Contracting Officer will resolve all disputes, claims, and appeals before certifying invoices for payment. Neither ROK MND nor ROK Defense Logistics Agency will pay any invoice or claim under this contract without prior U.S. Government certification of the invoice.

(c) Payment for Partial Deliveries: Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the U.S. Government, if (1) the amount due on the deliveries warrants it, or (2) the Contractor
requests it and the amount due on the deliveries is at least either the local currency equivalent of $1,000.00 or 50% of the total contract price.

(d) Invoices: An invoice is a written request for payment for supplies rendered. In order to be proper, an invoice must include as applicable the following:

(1) Invoice date;
(2) Name and address of contractor;
(3) Contract number or other authorization for supplies delivered or service performed (including order number and contract line item number);
(4) Description, quantity, unit of measure, unit price and extended price of supplies delivered or services performed;
(5) Shipping and payment terms (e.g. shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading;
(6) Name and address to which payment is to be sent (which must be the same as that in the contract or on a proper notice of assignment);
(7) Name, title, phone number and mailing address of person to be notified in event of a defective invoice; and
(8) Any other information or documentation required by other provisions of the contract (such as evidence of shipment).

(9) Invoices shall be prepared and submitted in five (5) copies (one copy of the invoice shall be marked “Original”) unless otherwise specified.

(e) Procedures for Payment by ROK MND:

(1) The Contractor shall forward to the Contracting Officer’s Representative (COR), for certification of inspection and acceptance, all invoices in five (5) copies.

(2) If the contractor doesn’t receive payment within 35 days of the government’s receipt of the invoices, the contractor should contact the COR.

(f) Payment Addresses:

ROK Ministry of National Defense
Defense Logistics Agency (DLA)
Seoul, Korea

5152.233-4008 – Choice of Law and Disputes under ROK MND Contracts

CHOICE OF LAW AND DISPUTES, ROK MND CONTRACTS

(a) This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with U.S. law.

(b) All disputes arising under, or relating to, this contract shall be resolved under this clause.

(c) “Claim,” as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant; however, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under the clause until certified as required by subparagraph (e)(2) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the clause. The submission may be converted to a claim under the clause, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) The contractor shall have the right to submit to the Contracting Officer, disputes, demands, and/or claims, relating to or arising under this contract, only on the issue of whether the Government should and will certify performance, for payment by the ROK Government. The contractor shall not submit to the U.S. Government, nor will the Contracting Officer accept, any disputes, demands, or claims for compensation for work, which the U.S. Government has certified as completed.

(e) Procedures
(1) A claim by the contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a decision by the Contracting Officer.

(2) For contractor’s claims exceeding $100,000, the contractor shall submit with the claim a certification that –
   (i) The claim is made in good faith;
   (ii) Supporting data are accurate and complete to the best of the contractor's knowledge and belief; and
   (iii) The amount requested accurately reflects the contract adjustment for which the contractor believes the Government is liable.

(3) Individuals
   (i) If the contractor is an individual, the certification shall be executed by that individual.
   (ii) If the contractor is not an individual, the certification shall be executed by –
       (A) A senior company official in charge at the contractor's plant or location involved; or
       (B) An officer or general partner of the contractor having overall responsibility for the conduct of the contractor's affairs.

(f) For contractor’s claims of $100,000 or less, the Contracting Officer will, if requested in writing by the contractor, render a decision within 60 days of the request. For contractor-certified claims over $100,000, the Contracting Officer will, within 60 days, decide the claim or notify the contractor of the date by which the decision will be made.

(g) The Contracting Officer's decision shall be final unless the contractor appeals the decision within 30 days of the Contracting Officer's decision, to the Principal Assistant Responsible for Contracting (PARC). In the event that the contractor does appeal the decision of the Contracting Officer, the appeal shall be heard by and decided by the PARC and/or a panel of U.S. officials, chaired by the PARC. The decision of this panel shall be final, and the parties agree that there are no additional appeal rights. The parties waive their rights to pursue any claim, appeal, or action arising from or relating to this contract, before any other civil court, board, authority, or other adjudicative body.

(h) The contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, or action arising under the contract, and comply with any decision of the Contracting Officer.

(i) This contract is not subject to the Contract Disputes Act of 1978, as amended (41 U.S. Code, Sections 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved only in accordance with this local clause, 5152.233-4008.

5152.233-4703 AMC-LEVEL PROTEST PROGRAM

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. If you want to file a protest under the AMC-Level Protest Program, the protest must request resolution under that program and be sent to the address below. All other agency-level protests should be sent to the contracting officer for resolution.

Headquarters U.S. Army Materiel Command
Office of Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Facsimile number (256)450-8840

The AMC-level protest procedures are found at:
If Internet access is not available, contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of Provision)

5152.242-4038 Reporting Manpower Equivalent Data

The Contractor Manpower Reporting (CMR) system is a business process to collect information on funding source, contracting vehicle, organization supported, mission and function performed, and labor hours and costs for contracted efforts. Contractors report actual labor hours, dollars, and other information directly from their accounting systems directly into this system, or through their Army Requiring Activity, using their existing timekeeping, personnel, accounting systems as well as information supplied with the contract.

The Secretary of the Army memo [https://contractormanpower.army.pentagon.mil/Includes/SecofArmy_Memorandum.pdf] clearly states that RAs are responsible for adding the reporting requirement as a deliverable (CDRL) (monitored by contracting offices) and that CORs (or other officials certifying payment) are responsible to ensure that contractors report the required information.

(a) Upon presenting any request for payment, such as a contract voucher, invoice, or request for progress payments, the contractor shall report manpower equivalent data, as defined below, directly to the Army Manpower and Reserve Affairs data collection point at [https://cmra.army.mil]. Subsequent reporting is required ANNUALLY for the duration of the contract. For purposes of this requirement, “manpower equivalent data shall include the following:

1. Contracting Office, Contracting Officer, Contracting Officer’s Technical Representative.
2. Contract number, including task and delivery order number;
3. Beginning and ending dates covered by reporting period;
4. Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
5. Estimated direct labor hours (including sub-contractors);
6. Estimated direct labor dollars (including sub-contractors);
7. Total payments (including sub-contractors);
8. Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
9. Estimated data collection cost;
10. Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for purposes of reporting this information);
11. Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest City, Country, when in an overseas location, using standardized nomenclature provided on website);
(12) Presence of deployment or contingency contract language.

(13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

(b) The Government will exempt the contractor from this reporting requirement if the contracting officer determines, upon consideration of information submitted by the contractor, that the contractor (1) lacks an internal system for aggregating billable hours in the direct and indirect pools; or an internal payroll accounting system; and (2) does not otherwise have to provide this information to the Government.