

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 0011968017		PAGE 1 OF 53	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W91QVN23R0179	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MS. HAN, CHIN OK				b. TELEPHONE NUMBER (No Collect Calls) 315-755-3360	
8. OFFER DUE DATE/LOCAL TIME 01:00 PM 23 Oct 2023		9. ISSUED BY CODE W91QVN 411TH CONTRACTING SUPPORT BRIGADE, KOREA HUMPHREYS CONTRACTING DIVISION UNIT 15289 APO AP 96271-5584 UNITED STATES TEL: FAX:		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 484110 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$34,000,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		15. DELIVER TO CODE W582MZ 19TH ESC DCP SPO YU, CHU HYONG 520TH SUPPORT MAINTENANCE ATTN: EANCTM-DGB-MAC APO AP 96218-5015 UNITED STATES TEL 315-763-4268 FAX 315-763-4269		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	
22. UNIT		23. UNIT PRICE		24. AMOUNT		SEE SCHEDULE	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
TEL:		EMAIL:					

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 53		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
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 <i>(Print)</i>		
				42b. RECEIVED AT <i>(Location)</i>		
				42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

NOTEMINIMUM GUARANTEE/MAXIMUM AMOUNT

It is intent of the Government to make multiple awards, however, the Government reserve the right to make a single award if advantageous to the Government. If the Government chooses to establish Multiple Award Indefinite-Delivery, Indefinite-Quantity (MA IDIQ) contracts, the guaranteed minimum for each award will be KW10,000,000. The combined total of all delivery/task orders issued against each awarded contract shall not exceed KW13,000,000,000 are for the life of the contracts are as follows:

	Minimum Guarantee	Maximum
Base Year	KRW 10,000,000	KRW 13,000,000,000
1 st Option Period	KRW 0	KRW 13,000,000,000
2 nd Option Period	KRW 0	KRW 13,000,000,000
3 rd Option Period	KRW 0	KRW 13,000,000,000
4 th Option Period	KRW 0	KRW 13,000,000,000

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Standard Route FFP The contractor shall provide general cargo delivery service on a daily basis in accordance with schedule stated in ELIN E001, Standard Routes for General Cargo (Army). FOB: Destination PURCHASE REQUEST NUMBER: 0011968017 PSC CD: V129	12	Months		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Unscheduled Requirement FFP The contractor shall provide unscheduled general cargo delivery service in accordance with paragraph 5.1.3. This CLIN covers the Exhibit Line Item Number (ELINs) attached. Detailed schedule will be specified on each US Government Bill of Lading (GBL). The Proposed unit price must match the total amount of the base year ELINs. FOB: Destination PURCHASE REQUEST NUMBER: 0011968017 PSC CD: V129	12	Job		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Phase-In Period FFP The new contractor shall complete all necessary procedure to take over work from the outgoing contractor in accordance with paragraph 1.6.14, Phase-In of the PWS. FOB: Destination PURCHASE REQUEST NUMBER: 0011968017 PSC CD: V129	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001 OPTION	Standard Route FFP The contractor shall provide general cargo delivery service on a daily basis in accordance with schedule stated in ELIN E001, Standard Routes for General Cargo (Army). FOB: Destination PSC CD: V129	12	Months		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002 OPTION	Unscheduled Requirement FFP The contractor shall provide unscheduled general cargo delivery service in accordance with paragraph 5.1.3. This CLIN covers the Exhibit Line Item Number (ELINs) attached. Detailed schedule will be specified on each US Government Bill of Lading (GBL). The Proposed unit price must match the total amount of the 1st Option year ELINs. FOB: Destination PSC CD: V129	12	Job		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001 OPTION	Standard Route FFP The contractor shall provide general cargo delivery service on a daily basis in accordance with schedule stated in ELIN E001, Standard Routes for General Cargo (Army). FOB: Destination PSC CD: V129	12	Months		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002 OPTION	Unscheduled Requirement FFP The contractor shall provide unscheduled general cargo delivery service in accordance with paragraph 5.1.3. This CLIN covers the Exhibit Line Item Number (ELINs) attached. Detailed schedule will be specified on each US Government Bill of Lading (GBL). The Proposed unit price must match the total amount of the 2nd Option year ELINs. FOB: Destination PSC CD: V129	12	Job		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001 OPTION	Standard Route FFP The contractor shall provide general cargo delivery service on a daily basis in accordance with schedule stated in ELIN E001, Standard Routes for General Cargo (Army). FOB: Destination PSC CD: V129	12	Months		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002 OPTION	Unscheduled Requirement FFP The contractor shall provide unscheduled general cargo delivery service in accordance with paragraph 5.1.3. This CLIN covers the Exhibit Line Item Number (ELINs) attached. Detailed schedule will be specified on each US Government Bill of Lading (GBL). The Proposed unit price must match the total amount of the third Option year ELINs. FOB: Destination PSC CD: V129	12	Job		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001 OPTION	Standard Route FFP The contractor shall provide general cargo delivery service on a daily basis in accordance with schedule stated in ELIN E001, Standard Routes for General Cargo (Army). FOB: Destination PSC CD: V129	12	Months		
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4002 OPTION	Unscheduled Requirement FFP The contractor shall provide unscheduled general cargo delivery service in accordance with paragraph 5.1.3. This CLIN covers the Exhibit Line Item Number (ELINs) attached. Detailed schedule will be specified on each US Government Bill of Lading (GBL). The Proposed unit price must match the total amount of the forth Option year ELINs. FOB: Destination PSC CD: V129	12	Job		
					MAX NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
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0001	N/A	Government	N/A	Government
0002	N/A	Government	N/A	Government
0003	N/A	Government	N/A	Government
1001	N/A	Government	N/A	Government
1002	N/A	Government	N/A	Government
2001	N/A	Government	N/A	Government
2002	N/A	Government	N/A	Government
3001	N/A	Government	N/A	Government
3002	N/A	Government	N/A	Government
4001	N/A	Government	N/A	Government
4002	N/A	Government	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-FEB-2024 TO 31-DEC-2024	N/A	19TH ESC DCP SPO YU, CHU HYONG 520TH SUPPORT MAINTENANCE ATTN: EANCTM-DGB-MAC APO AP 96218-5015 UNITED STATES 315-763-4266 FOB: Destination	W582MZ
0002	POP 01-FEB-2024 TO 31-DEC-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W582MZ
0003	POP 01-JAN-2024 TO 31-JAN-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W582MZ
1001	POP 01-JAN-2025 TO 31-DEC-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W582MZ
1002	POP 01-JAN-2025 TO 31-DEC-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W582MZ
2001	POP 01-JAN-2026 TO 31-DEC-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W582MZ
2002	POP 01-JAN-2026 TO 31-DEC-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W582MZ
3001	POP 01-JAN-2027 TO 31-DEC-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W582MZ

3002	POP 01-JAN-2027 TO 31-DEC-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W582MZ
4001	POP 01-JAN-2028 TO 31-DEC-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W582MZ
4002	POP 01-JAN-2028 TO 31-DEC-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W582MZ

PWS

See Attachment “2”

ATTACHMENT LISTLIST OF ATTACHMENTS

Attachment 1: Exhibit Line Item Numbers (ELINs)
Attachment 2: Performance Work Statement (PWS)
Attachment A: Contractor’s Tax Exemption Declaration

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-27	Prohibition on a ByteDance Covered Application	JUN 2023
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	MAR 2023
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.243-1 Alt IV	Changes--Fixed-Price (Aug 1987) - Alternate IV	APR 1984
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.216-7003	Economic Price Adjustment - Wage Rates or Material Prices Controlled by a Foreign Government	MAR 2012

252.216-7008	Economic price adjustment--wage rates or material prices controlled by a foreign government--representation	MAR 2012
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023

CLAUSES INCORPORATED BY FULL TEXT

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

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

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or

services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

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

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

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

(c) Representations.

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

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

(End of provision)

ADDENDUM TO FAR 52.212-1ADDENDUM TO FAR 52.212-1, INSTRUCTIONS TO THE OFFEROR(S)**1. SUBMISSION REQUIREMENT:**

Offerors are required to submit the following information requirements through **chinok.han.ln@army.mil with courtesy copy to Ms. Tondra R. Madison at tondra.r.madison.civ@army.mil by 13:00 hours Korea Standard Time (KST) on the closing date of RFP.** Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors.

The Government intends to evaluate offers and award a contract without discussions with offerors in accordance with FAR 52.212-1(g). 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 if the price is determined to be unreasonable and waive minor informalities and irregularities in offers received.

I. TECHNICAL:

Subfactor (1) Prime Contractor's Prior Experience: The offeror shall submit documentation demonstrating a minimum two (2) years of experience within the last seven (7) years in general cargo trucking services, material handling equipment services, and ammunition or explosive transportation services from the issuance date of this solicitation. The experience of a subcontractor cannot be substituted for the prime contractor's experience.

The offeror shall provide evidence of prior experience in the following format:

- The title and number of the contract/project
- Description of work completed
- Length of contract/project (year/month/date – year/month/date)
- Value of contract/project in KRW for total amount
- Complete point of contact at Client Organization (including name, phone number, email address)

Subfactor (2) Prime Contractor's Business Registration and Permission: The prime contractor shall submit copies of current and valid registration and permission issued by the ROK Government as listed below. The business registration and permission of a subcontractor cannot be substituted for the prime contractor's business registration and permission except for Construction and Machinery Business registration.

- (a) Business License (사업자등록증)
- (b) General Cargo Trucking Transportation Business License (화물자동차운송사업허가증)
- (c) Certification of Freight Transportation Forwarder Business Permission (화물자동차운송주선사업허가증)
- (d) Construction and Machinery Business Registration (건설기계업 등록증): The subcontractor's Construction & Machinery Rental Business Registration (건설기계대여업증) may be substituted for the prime's registration.

Subfactor 3 – Personnel Qualification: The offeror shall submit resumes for each position's titles listed below;

- (a) Contract Manager (CM): Contract Manager (CM): The CM shall have a minimum of two (2) years of experience within five (5) years from the issuance date of this solicitation as a CM performing in ground transportation service.

- (b) Quality Control Manager (QCM): The QCM shall have a minimum of two (2) years of experience within the last five (5) years from the issuance date of this solicitation as a QCM performing ground transportation services and administering quality control data for ground transportation services, conducting inspections and other testing activities to ensure continuous control over contractor personnel, investigating complaints regarding quality of ground transportation service and establishing corrective action plans for services.
- (c) Safety Manager (SM): The SM shall have a minimum of two (2) years of experience within the last 5 years from the issuance date of this solicitation as a SM performing ground transportation service. The SM shall have an Industrial Safety Engineer License (산업안전기사자격증).

The offeror shall submit resumes for each positions listed and must clearly identify in the following format:

- Position title held
- Description of qualifying work experience
- Length of work experience (year/month/date – year/month/date)
- Complete point of contact of employer (including name, phone number, email address) and validating personnel

Subfactor 4 – Management Plan: The offeror shall submit management plan including staffing plan, ammunition and explosives transportation plan, and general cargo transportation plan IAW Para 1.6.9 of PWS.

- (a) Staffing Plan: The offeror shall submit staffing plan that clearly demonstrates how they will perform operation of the transportation services and clearly identifies the labor mix and quantities by major task, identifies the replacement strategy, backup policy, retention policy and any other information pertinent to the execution of this requirement IAW Para 1.6.9.1 of PWS.
- (b) Ammunition and Explosive Transportation Plan: The offeror shall submit ammunition and explosive transportation plan which includes at a minimum of thirty (30) drivers with Hazardous Material Management Technician License (위험물운송자격증) and trucks IAW Para 1.6.9.2 of PWS.
- (c) General Cargo Transportation Plan: the offeror shall submit general cargo transportation plan with General Cargo Transportation Certificate (화물운송자격증) for each driver(s) for size and type of trucks and equipment IAW Para 1.6.9.3 of PWS.

II. PAST PERFORMANCE: The offeror shall submit a maximum of five references for recent and relevant past performance within the last seven (7) years from the issuance date of this solicitation. This data on recent contracts will be used by the Contracting Officer to evaluate past performance. The offerors shall present past performance for themselves whose effort on this contract will significantly influence performance of the proposed effort.

The offeror shall provide evidence of past performance as required below:

- The title and number of the contract/project
- Description of work completed
- Length of contract/project (year/month/date – year/month/date)
- Value of contract/project in KW for total amount
- Complete point of contact at Client Organization (including name, phone number, email address)

III. PRICE: The offeror shall provide complete CLIN identified for base period plus four (4) options. Any underlying assumption including proposed escalation rates between the 1st and subsequent periods shall be clearly explained. Proposed price will be reviewed to determine if the proposal is adequate, reasonable, and complete. If unique and innovative approaches are the basis for an abnormally low-price estimate, the nature of these approaches and their impact must be completely documented.

- The price proposal shall set forth a summary of the total proposed price for the base period and each option period of the proposed price of each CLINs and breakdown in EXCEL sheet.
- If offeror does not propose any CLINs, offeror shall state zero (0) in the CLIN.

IV. Complete Standard Form 1449 and Standard Form 30 (if any amendment is issued).

V. Contractor's Tax Exemption Declaration – The offeror shall indicate yearly estimate with specific types and quantities of POL products. (See Attachment 2 – Contractor's Tax Exemption Declaration)

VI. FAR Clause 52.212-3, Alt I, OFFEROR REPRESENTATIONS AND CERTIFICATIONS-Commercial Items: The offeror shall provide a complete FAR 52.212-3, Alt 1, (h) & (k).

VII. FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment & 52.204-26, Covered Telecommunications Equipment or Service-Representation: The offeror shall provide a complete FAR 52.204-24 & 26.

NOTE: Questions will be addressed to the Contract Specialist chinok.han.ln@army.mil and Contracting Officer at tondra.r.madison.civ@army.mil. All questions must be received no later than 13:00hrs on 6 Oct 23 (KST). Questions received after this date and time may not be answered.

VIII. ELIGIBILITY FOR AWARD OF ROK MND CONTRACTS

(a) This solicitation is conducted under the LCS program and will result in 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 a contract resulting from this solicitation.**

(b) In accordance with the International Agreement between the US and ROK, titled **“Implementation Arrangement for the Special Measures Agreement” (hereinafter “International Agreement”)**, signed by the parties in 2019:

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’ in implementing the LCS program in Section V, Paragraph 3 (of the 2019 SMA IA) is defined as follows:

1. An entity, that, including its parent, is a domestic corporation under the Korean Corporation 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; or
2. **An individual who has Korean nationality.**

(c) In order to establish eligibility for a LCS contract, the offeror shall submit the documents listed below with their proposal prior to the closing date/time established in the solicitation. The contracting officer will determine the offeror's eligibility status as a Korean contractor solely on the basis of these documents.

1. Prime Contractor Registration: The offeror shall submit its Certified Copy of Register (등기부 등본 (유효사항)), as certified and submitted to the ROK Supreme Court (대법원). In order to qualify as a Korean Contractor, the fourth block of the offeror's Certified Copy of Register [등기부 등본 (유효사항)] must state an address that is physically located in the Republic of Korea.

2. **Prime Contractor Stock Change Certification:** The offeror shall submit its most recent Stock Change Certificate (주식 변동 상황 명세서), as certified and submitted to the ROK Local Tax Office (국세청). The prime contractor's Stock Change Certificate (주식 변동 상황 명세서) will be evaluated to determine if the prime contractor has a Parent (as defined in the International Agreement extract above).

NOTE: If the Prime Contractor has a Parent, the offeror shall submit the Parent's Certified Copy of Register (등기부등본 (유효사항)) as certified and submitted to the ROK Supreme Court (대법원). In order for the Prime Contractor to qualify as a Korean Contractor, the fourth block of the offeror's Parent's Certified Copy of Register (등기부 등본 (유효사항)) must state an address that is physically located in the Republic of Korea.

3. If an Offeror does not have a Stock Change Certificate, to validate if an individual is "Korean nationality", the following documents shall be submitted:

- a) **Business Registration (사업자 등록증)**
- b) **Basic Certificate (기본 증명서)**
- c) **Certificate of Business Fact (사업사실증명서)**
(Issued by National Tax Service showing partnership/owners, shares, and date when the business was jointly owned)

(d) To summarize the requirements stated above:

1. An offeror that does not have a "Parent" will submit 2 documents to establish that the offeror is a Korean Contractor:

- a) Offeror's Certified Copy of Register, and
- b) Offeror's Stock Change Certificate.

2. An offeror that does have a "Parent" will submit 3 documents to establish that the offeror is a Korean Contractor:

- a) Offeror's Certified Copy of Register,
- b) Offeror's Stock Change Certificate, and
- c) Parent's Certified Copy of Register.

3. An Offeror that does not have Stock Change Certificate will submit:

- a) Business Registration,
- b) Basic Certificate, and
- c) Certificate of Business Fact.

2. PRE-AWARD SURVEY

A pre-award survey may be conducted on any firm, to include joint venture partners and subcontractors indicating firm commitments to this acquisition, submitting proposals. The pre-award survey is to determine the prospective contractor's responsibility in accordance with FAR Part 9.104-1. Information may be requested as required by the Contracting Officer and the information shall be submitted within three working days of the request.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) In accordance with FAR Part 12 and 15 the Government will award one or more contracts resulting from this solicitation to the responsible offeror(s) submitting the Lowest Priced, Technically Acceptable proposal that satisfies all terms and conditions of this solicitation. The following factors shall be used to evaluate offers:

- See below Addendum to FAR Clause 52.212-2, Evaluation-Commercial Items (NOV 2021)

(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.

ADDENDUM TO FAR 52.212-2 EVALUATION – COMMERCIAL ITEMS (NOV 2021)

In accordance with FAR Part 12 and 15 the Government will award a contract resulting from this solicitation to the responsible offeror submitting the Lowest Priced, Technically Acceptable proposal that satisfies all terms and conditions of this solicitation.

- I. Technical: Each factor and sub factor will be rated either acceptable or unacceptable. A rating of unacceptable for any factor or sub factor will result in an overall unacceptable rating. If an offeror fails to meet the minimum requirements outlined in one of the four subfactors below, the subfactor, and overall proposal will be rated “unacceptable” and will not be eligible for award.

Technical Acceptable/Un-acceptable Ratings	
Rating	Description
Acceptable	Proposal meets the requirements of the solicitation.
Un-acceptable	Proposal does not meet the requirements of the solicitation.

Subfactor 1 - Prime Contractor's Prior Experience: The offeror shall have a minimum of two (2) years of experience within the last seven (7) years in General Cargo Trucking services, Material Handling Equipment services and Ammunition or Explosives Transportation Handling services from the issuance date of this solicitation. The experience of a sub-contract cannot be substituted for the prime contractor's experience.

Subfactor 2 - Prime Contractor's Certification, Registration and License: The offeror shall have current and valid certifications, registrations, and licenses by the ROK Government as listed below. The business registration and valid registration and permission of a subcontractor cannot be substituted for the prime contractor's business registration and permission except for Construction and Machinery Business registration.,

- (a) Business License (사업자등록증)
- (b) General Cargo Trucking Transportation Business License (화물자동차운송사업허가증)
- (c) Certification of Freight Transportation Forwarder Business Permission (화물자동차운송주선 사업허가증)

(d) Construction and Machinery Business Registration (건설기계업 등록증): The subcontractor's Construction & Machinery Rental Business Registration (건설기계대여업증) may be substituted for the prime's registration.

Subfactor 3 – Personnel Qualification: The Government will evaluate resumes for each position titles listed below;

(a) Contract Manager (CM): The CM shall have a minimum of two (2) years of experience within five (5) years from the issuance date of this solicitation as a CM performing in ground transportation service.

(b) Quality Control Manager (QCM): The QCM shall have a minimum of two (2) years of experience within the last five (5) years from the issuance date of this solicitation as a QCM performing ground transportation services and administering quality control data for ground transportation services, conducting inspections and other testing activities to ensure continuous control over contractor personnel, investigating complaints regarding quality of ground transportation service and establishing corrective action plans for services.

(c) Safety Manager (SM): The SM shall have a minimum of two (2) years of experience within the last 5 years from the issuance date of this solicitation as a SM performing duties relevant to ground transportation service. The SM shall have an Industrial Safety Engineer License (산업안전기사자격증).

Subfactor 4 - Management Plan: The Government will evaluate management plan including staffing plan, ammunition and explosives transportation plan and general cargo transportation plan IAW Para 1.6.9 of PWS.

(a) Staffing Plan: The offeror shall be evaluated on submitted staffing plan that clearly demonstrates how they will perform operation of the transportation services and clearly identifies the labor mix and quantities by major task, identifies the replacement strategy, backup policy, retention policy and any other information pertinent to the execution of this requirement IAW Para 1.6.9.1 of PWS.

(b) Ammunition and Explosive Transportation Plan: The offeror shall be evaluated on submitted ammunition and explosive transportation plan which includes at a minimum of thirty (30) drivers with Hazardous Material Management Technician License (위험물운송자격증) and trucks IAW Para 1.6.9.2 of PWS.

(c) General Cargo Transportation Plan: the offeror shall be evaluated on submitted general cargo transportation plan with General Cargo Transportation Certificate (화물운송자격증) for each driver(s) for size and type of trucks and equipment IAW Para 1.6.9.3 of PWS.

II. Past Performance: The offeror's past performance history in performing same or similar requirement as set forth in this contract will be evaluated to assess the offeror's capability to perform the contract. Past performance will be evaluated only on proposals that received a technically acceptable rating. Offeror's will be evaluated on recent and relevant past performance within the last five (5) years from the issuance date of this solicitation for work that is the same or similar in scope and complexity to the work in the PWS.

The Government reserves the right to obtain past performance information from any reasonable source available, including Government database in order to evaluate past performance.

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 (or neutral) past performance. In the context of acceptability/unacceptability, a neutral rating shall be considered "acceptable".

Past Performance Evaluation Ratings	
Adjectival Rating	Description

Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offerors performance record is unknown. (See note above)
Un-acceptable	Based on the offeror's performance record, the Government does not have a reasonable expectation that the offeror will be able to successfully perform the required effort.

III. Price: Proposed price will be reviewed to ensure adequacy, reasonableness, and completeness. The pricing proposals will be evaluated in accordance with FAR 15.404-1(b).

- (1) Completeness. The offeror shall complete the pricing information for all CLINs/ELINs identified for base period plus four (4) options (five (5) years). Any underlying assumptions including proposed escalation rates between the 1st and subsequent periods shall be clearly explained.
- (2) Price Reasonableness. Price should also reflect fair market value and be reasonable when compared to the independent Government estimate, current market prices for same or similar services and/or when compared among other technically acceptable offerors.
- (3) Price is not scored. The lowest price for award purposes will be the combined total of the base period and all option periods including the FAR 52.217-8 option. Price must include all CLINs as listed on the Price Schedule. The Government intends to evaluate proposals and award a contract without discussions. Therefore, Offerors are instructed that the offeror's initial proposals should contain their best pricing.
- (4) 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.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022) ALTERNATE I (OCT 2014)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation" means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except--

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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

"Reasonable inquiry" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Sensitive technology"--

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

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

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

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

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern"--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

"Small disadvantaged business concern, consistent with 13 CFR 124.1002", means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b) (1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the

representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that--

(i) It [____] is, [____] is not a small business concern; or

(ii) It [____] is, [____] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____]

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it [____] is, [____] is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that--

(i) It [____] is, [____] is not a service-disabled veteran-owned small business concern; or

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it [____] is, [____] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it [____] is, [____] is not a women-owned small business concern.

(6) WOSB joint venture eligible under the WOSB Program. The offeror represents that it [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .

(7) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents that it [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (____) is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [____] is, [____] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [____] is, [____] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It (____) has, (____) has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation, and

(ii) It (____) has, (____) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It (____) has developed and has on file, (____) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It (____) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --Supplies, is included in this solicitation.)

(1) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
____	____	____
____	____	____
____	____	____

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No.

[List as necessary]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No.

[List as necessary]

(v) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Israeli End Products:

Line Item No.

[List as necessary]

(3) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

(2) [____] Have, [____] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal

or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) [____] Are, [____] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

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

(i) Taxes are considered delinquent if both of the following criteria apply:

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

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

(ii) Examples.

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

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

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

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

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed end product	Listed countries of origin
_____	_____
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[☐] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[☐] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) (☐) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (☐) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[☐] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror (☐) does (☐) does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[☐] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror (☐) does (☐) does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

(☐) TIN: -----.

(☐) TIN has been applied for.

(☐) TIN is not required because:

(☐) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

(☐) Offeror is an agency or instrumentality of a foreign government;

(☐) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- (___) Sole proprietorship;
- (___) Partnership;
- (___) Corporate entity (not tax-exempt);
- (___) Corporate entity (tax-exempt);
- (___) Government entity (Federal, State, or local);
- (___) Foreign government;
- (___) International organization per 26 CFR 1.6049-4;
- (___) Other -----.

(5) Common parent.

(___) Offeror is not owned or controlled by a common parent;

(___) Name and TIN of common parent:

Name - ___ .

TIN - ___ .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. The Offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

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

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it [____] has or [____] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: ____

Immediate owner legal name: ____

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

[____] Yes or [____] No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: ____

Highest level owner legal name: ____

(Do not use a “doing business as” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

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

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the

authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

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

(2) The Offeror represents that--

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

(ii) It is [____] is not [____] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

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

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

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

Predecessor legal name: ____ .

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

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) [____] does, [____] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [____] does, [____] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: ____.

(u)(1) In accordance with 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), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services--Representation. Section 889(a)(1)(A) and section 889(a)(1)(B) of Public Law 115-232.

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

(2) The Offeror represents that--

(i) It [____] does, [____] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

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

(End of provision)

(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 products and commercial services:

(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 (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

 (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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

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

 (5) [Reserved]

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

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

 (8) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

 (9) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

X (10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

 (11) [Reserved]

 (12) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

 (13) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

 (14) [Reserved]

 (15)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

 (ii) Alternate I (MAR 2020) of 52.219-6.

 (16)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

 (ii) Alternate I (MAR 2020) of 52.219-7.

 (17) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).

 (18)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).

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

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

 (iv) Alternate III (JUN 2020) of 52.219-9.

 (v) Alternate IV (SEP 2021) of 52.219-9.

 (19) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

 (ii) Alternate I (MAR 2020) of 52.219-13.

 (20) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

 (21) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

 (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).

 (23) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (MAR 2023) (15 U.S.C. 632(a)(2)).

 (ii) Alternate I (MAR 2020) of 52.219-28.

 (24) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

 (25) 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 (OCT 2022) (15 U.S.C. 637(m)).

 (26) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

- ____ (27) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- ____ (28) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- ____ (29) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).
- ____ (30) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ____ (31)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ____ (ii) Alternate I (FEB 1999) of 52.222-26.
- ____ (32)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- ____ (ii) Alternate I (JUL 2014) of 52.222-35.
- ____ (33)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- ____ (ii) Alternate I (JUL 2014) of 52.222-36.
- ____ (34) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- ____ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- _X_ (36)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- _X_ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

Document Title: USFK Regulation 190-2

Document may be obtained from:

<https://8tharmy.korea.army.mil/g1/assets/regulations/usfk/USFK-Reg-190-2-Off-Limits-Areas-and-Establishments-2017.pdf>

____ (37) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

____ (38)(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.)

____ (39) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

____ (40) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

____ (41)(i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

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

____ (42)(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.

____ (43) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

____ (44)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

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

____ (45) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

____ (46) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

____ (47) 52.223-21, Foams (JUN 2016) (E.O. 13693).

____ (48)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

____ (49) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).

____ (ii) Alternate I (OCT 2022) of 52.225-1.

____ (50)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

____ (ii) Alternate I [Reserved].

____ (iii) Alternate II (DEC 2022) of 52.225-3.

____ (iv) Alternate III (JAN 2021) of 52.225-3.

____ (v) Alternate IV (OCT 2022) of 52.225-3.

____ (51) 52.225-5, Trade Agreements (DEC 2022) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (52) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (53) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

____ (54) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150

____ (55) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

____ (56) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

____ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

____ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

____ (59) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

 X (60) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

____ (61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (62) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (63) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

____ (64)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

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

____ (iii) Alternate II (NOV 2021) 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 products and commercial services: [Contracting Officer check as appropriate.]

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

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

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

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

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

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

____ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

_____ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

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

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(vi) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vii) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(viii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

- (x) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (xi) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xii) 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.
- (xiii) 52.222-41, Service Contract Labor Standards (AUG 2018), (41 U.S.C. chapter 67).
- (xiv) _____ (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
 _____ (B) Alternate I (MAR 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67.)
- (xvi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67)
- (xvii) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).
- (xviii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).
- (xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xx) (A) [52.224-3](#), Privacy Training (JAN 2017) ([5 U.S.C. 552a](#)).
 (B) Alternate I (JAN 2017) of [52.224-3](#).
- (xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxiii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
- (xxiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

The Government contemplates award of a Multiple Indefinite Delivery Indefinite Quantity contract resulting from this solicitation.

(End of provision)

52.216-18 ORDERING. (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **1 Jan 2024** through **31 Dec 2028**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **1 General Cargo Delivery Service**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of **KRW1,000,000,000**;

(2) Any order for a combination of items in excess of **KRW3,000,000,000**; or

(3) A series of orders from the same ordering office within **30 calendar** days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal

Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **three (3) calendar** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) 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 **the completion date as specified in each task order**.

(End of clause)

52.216-27 SINGLE OR MULTIPLE AWARDS. (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance

hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **60 days** of the contract expiration date.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days prior to the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

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

411th CSB, Korea
ATTN: Humphreys Contracting Division
Unit# 15289
APO AP 96271-5289

(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)

52.252-1 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://acquisition.gov/far/index.html>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://acquisition.gov/far/index.html>

(End of clause)

252.204-7023 REPORTING REQUIREMENTS FOR CONTRACTED SERVICES (JUL 2021)

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

First-tier subcontract means a subcontract awarded directly by the contractor for the purpose of acquiring services for performance of a prime contract. It does not include the contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies or services that benefit multiple contracts and/or the costs of which are normally applied to a contractor's general and administrative expenses or indirect costs.

(b) The Contractor shall report annually, by October 31, at <https://www.sam.gov>, on the services performed under this contract or order, including any first-tier subcontracts, during the preceding Government fiscal year (October 1-September 30).

(c) The Contractor shall report the following information for the contract or order:

(1) The total dollar amount invoiced for services performed during the preceding Government fiscal year under the contract or order.

(2) The number of Contractor direct labor hours, to include first-tier subcontractor direct labor hours, as applicable, expended on the services performed under the contract or order during the previous Government fiscal year.

(d) The Government will review the Contractor's reported information for reasonableness and consistency with available contract information. In the event the Government believes that revisions to the Contractor's reported information are warranted, the Government will notify the Contractor. Upon notification, the Contractor shall revise the reported information or provide the Government with a supporting rationale for the information.

(End of clause)

5152.229-4012 TAX EXEMPTION CUSTOMS, REPUBLIC OF KOREA

Pursuant to Article IX of the Status of Forces Agreement between the Republic of Korea and the United States of America, the United States and its contractors are exempt from Republic of Korea customs duties and other related charges. By submission of its offer or quote, the Contractor certifies that the price for all material, supplies, and equipment to be imported for the performance of this contract do not include any otherwise applicable customs duties. To obtain an exemption or reimbursement for customs duties paid pursuant to performance of the contract, the contractor must provide the Contracting Officer with the total amount of customs duties that have been excluded from the contract price. The Contracting Officer will return USFK Form 75 to the contractor for filing with the

Republic of Korea Customs Office at the time of import declaration or later if the customs duties were paid before award of the contract.

5152.229-4013 TAX EXEMPTION SPECIAL EXERCISE 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 (VAT), 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

As prescribed in 29.402-1.d, insert the following clause:

TAX EXEMPTION Petroleum, Oil and Lubricant (POL) PRODUCTS, REPUBLIC OF KOREA

(a) This clause is an implementation of Article XVI of the Status of Forces Agreement (SOFA) 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.

(b) 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. The Contractor shall also state the estimated quantity and amount of POL to be purchased from each refinery/gas station. The USFK Contracting Officer will verify the amounts claimed for use on the contract and, based on this verification, the USFK Issuing Officer will issue USFK POL Tax Exemption Coupons.

(c) If the Contractor elects 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 at a fixed exempt price. Pre-selected oil company refineries will sell their POL products at the fixed exempted prices upon presentation of coupons by the contractor.

List of Oil Companies and their Respective Tax Offices

Hyundai Oil Refinery Co., Ltd.:	Seo San District Tax ATTN: POL Tax Administrator Seo San City, Korea
SK Energy: S-Oil	Ulsan District Tax Office ATTN: POL Tax Administrator Ulsan City, Kyongsang Nam Do, Korea
GS Caltex:	Yosu District Tax Office ATTN: POL Tax Administrator Yosu City, Chonla Nam Do, Korea

(d) If the contractor elects to purchase POL products from an individual gasoline station, the Contracting Officer will advise the contractor as to which stations will sell at the fixed exempt price. The contractor shall specify from which of those stations it will purchase and will be required to make advance payment for the amount of POL covered by the coupons. Advance payment will be at the fixed-exempt price and will be made to the station previously nominated. Representatives from the chosen gas station shall be present at the issuing session to collect the advance payment, mark "paid" on the back of the original copy of the issued coupons, and provide the Contractor with tax invoices by which to obtain a refund from the governing ROK District Tax Office. Having collected POL payment in advance, the gas station will accept pre-paid USFK POL Tax Exemption Coupons from the contractor and provide the POL amount reflected on tendered coupons without further charge.

(e) All coupons for construction contracts shall be issued at the time of award. Coupons for requirements-type contracts shall be issued on a delivery order incremental basis or on a monthly basis.

5152.232-4028 – Funding of ROK MND Funded Contracts

FUNDING OF ROK MND FUNDED CONTRACTS

(a) 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.

(b) 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.

(c) 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."

(d) 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.

(e) 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 Funded Contracts

PAYMENTS OF ROK MND FUNDED 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 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.

(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 Funded Contracts

CHOICE OF LAW AND DISPUTES, ROK MND FUNDED 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 (d)(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.

(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 in accordance with this local clause, 5152.233-4008.

5152.242-4017 WARTIME UTILIZATION OF CONTRACT VEHICLES (CONTINGENCY CONTRACT)

NOTE: This clause applies only to contracts for transportation services.

- (a) The Ministry of National Defense, ROK has provided for exemption of portions of a US Government Contractor's assets from the Transportation Mobilization Designation Plan. During contingencies, the assets specified in the Plan will be made available to the 25th Transportation Center for commitment purposes
- (b) Within 30 days of contract award, the contractor shall identify in writing its transportation assets to be used in the performance of this contract. The Contracting Officer will coordinate with the appropriate ROK ministries to ensure that these assets have been included in the Transportation Mobilization Designation Plan. Maintenance and overall responsibility for the contractor's transportation assets shall remain with the contractor.
- (c) The contractor shall cooperate with the Contracting Officer and the applicable ROK ministries, providing all information that is necessary to ensure that its transportation assets are exempted from mobilization.