

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

1. REQUISITION NUMBER KNRE25-03-0036		PAGE OF 1 11	
2. CONTRACT NO	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER NAFKP2-03-Q-N235
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Yun-Hui Kim	b. TELEPHONE NUMBER (No collect calls) 724-3323

9. ISSUED BY Service Division, Area I IMA, KORO, MWR Division APO AP 96224-5543 Tongduchon, Gyonggi-Do, Korea	CODE KN1-RE-Z5	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFP <input type="checkbox"/> IFB <input type="checkbox"/> RFP	12. DISCOUNT TERMS
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15. DELIVER TO Service Division, Area I IMA, KORO, MWR Division APO AP Tongduchon, Gyonggi-Do KO 96224-5543	CODE	16. ADMINISTERED BY Service Division, Area I IMA, KORO, MWR Division APO AP 96224-5543 Tongduchon, Gyonggi-Do, Korea	CODE KN1-RE-Z5
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17a. CONTRACTOR/OFFEROR CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY CODE
TELEPHONE NO.		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM

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

19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Period of Performance: 05/01/2003 to 04/30/2008				
0001	Junction box, electrical, exention, with cover, KS size 1/3' x 1/3' x 1/6'Deep	1.00	EA		
0002	Junction box, electrical, exention, with cover, KS size 1/3' x 1/6' x 1/6'Deep	1.00	EA		
0003	Connector, electrical, recessed outlet box, Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>	1.00	EA		

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	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:
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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) Patrick B. Cox	31c. DATE SIGNED

19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	clamp, with locknut, KS size 1/2" dia				
0004	Connector, electrical, recessed outlet box, clamp, with locknut, KS size 3/4" dia	1.00	EA		
0005	Connector, electrical, recessed outlet box, clamp, with locknut, KS size 1" dia	1.00	EA		
0006	Connector, electrical, recessed outlet box, clamp, with locknut, KS size 1-1/2" dia	1.00	EA		
0007	Connector, electrical, recessed outlet box, clamp, with locknut, KS size 2" dia	1.00	EA		
0008	Receptacle, duplex, 120V, 20A, with cover, grounding, general purpose, KS	1.00	EA		
0009	Plug, 120V, 20A, flat blade, three(3) pole, grounding, general purpose, KS	1.00	EA		
0010	Receptacle, 220V, 50A, three pole, grounding, general purpose, KS	1.00	EA		
0011	Plug, 220V, 50A, three pole, grounding, general Continued ...	1.00	EA		

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED

INSPECTED

NOTED:

ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	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			42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

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ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	purpose, KS				
0012	Cable, electric, maximum working voltage-600, flexible, AWG#12, KS	1.00	FT		
0013	Cable, electric, maximum working voltage-600, flexible, AWG#10, KS	1.00	FT		
0014	Cable, electric, maximum working voltage-600, flexible, AWG#6, KS	1.00	FT		
0015	Cable, electric, maximum working voltage-600, flexible, AWG#4, KS	1.00	FT		
0016	Toggle switch, flush mounted, single pole, 15A, with cover, KS	1.00	EA		
0017	Dimmerlight control switch, UL Listed 500W	1.00	EA		
0018	Dimmerlight control switch, UL Listed 1000W	1.00	EA		
0019	Dimmerlight control switch, UL Listed 1500W	1.00	EA		
0020	Dimmerlight control switch, UL Listed 2000W	1.00	EA		
0021	Circuit breaker, enclosure, molded case, branch circuit, 600V three(3) pole, UL Listed 200Amp	1.00	EA		
0022	Circuit breaker, enclosure, molded case, branch circuit, 600V three(3) pole, UL Listed 150Amp	1.00	EA		
0023	Circuit breaker, enclosure, molded case, branch circuit, 600V three(3) pole, UL Listed 100Amp	1.00	EA		
0024	Circuit breaker, enclosure, molded case, branch circuit, 600V three(3) pole, UL Listed 70Amp	1.00	EA		
0025	Circuit breaker, enclosure, molded case, branch circuit, 600V three(3) pole, UL Listed Continued ...	1.00	EA		

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ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0026	50Amp Circuit breaker, enclosure, molded case, branch circuit, 600V three(3) pole, UL Listed 30Amp	1.00	EA		
0027	Circuit breaker, enclosure, molded case, branch circuit, 600V three(3) pole, UL Listed 20Amp	1.00	EA		
0028	Circuit breaker, enclosure, molded case, branch circuit, 600V three(3) pole, UL Listed 15Amp	1.00	EA		
0029	Lighting fixture, fluorescent, individual mounting, 110V, KS 20Watt, 1 Lamp	1.00	EA		
0030	Lighting fixture, fluorescent, individual mounting, 110V, KS 20Watt, 2 Lamps	1.00	EA		
0031	Lighting fixture, fluorescent, individual mounting, 110V, KS 40Watt, 1 Lamp	1.00	EA		
0032	Lighting fixture, fluorescent, individual mounting, 110V, KS 40Watt, 2 Lamps	1.00	EA		
0033	Lighting fixture, recessed, down light, 120V, 30W, lounge ceiling type, KS	1.00	EA		
0034	Lighting fixture, track light, halogen, 120V, KS	1.00	EA		
0035	Lighting fixture, spot, 120V, KS	1.00	EA		
0036	Lighting fixture, track for track light fixture with finished part, KS	1.00	MR		
0037	Sealed beam lamp, DC, for stage light, UL listed, 12V	1.00	EA		
0038	Sealed beam lamp, DC, for stage light, UL listed, 6V	1.00	EA		
0039	Pipe, carbon steel, zinc-coated for electric, KS Continued ...	1.00	EA		

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0040	3000mm L x 50mm Dia Pipe, carbon steel, zinc-coated for electric, KS 3000mm L x 40mm Dia	1.00	EA		
0041	Pipe, carbon steel, zinc-coated for electric, KS 3000mm L x 32mm Dia	1.00	EA		
0042	Pipe, carbon steel, zinc-coated for electric, KS 3000mm L x 25mm Dia	1.00	EA		
0043	Pipe, carbon steel, zinc-coated for electric, KS 3000mm L x 20mm Dia	1.00	EA		
0044	Pipe, carbon steel, zinc-coated for electric, KS 3000mm L x 15mm Dia	1.00	EA		
<p>DESCRIPTION/SPECIFICATION/WORK STATEMENT:</p> <p>a. PERIOD OF THE BLANKET PURCHASE AGREEMENT (BPA) This BPA shall be effective for a period of five (5) years from date of signature by the Contracting Officer, subject that either party may cancel this BPA by providing 30 days written notice to the other party.</p> <p>b. DESCRIPTION OF BPA The supplier is authorized to furnish scheduled supplies, if and when requested by the Contracting Officer or by the BPA caller authorized by the Contracting Officer to supply under the BPA, during the period of this BPA in accordance with the terms and conditions, as hereinafter delineated, to deliver points as specified hereunder.</p> <p>c. SPECIFICATIONS AND WORK STATEMENT: The terms required are standard commercial items. No separate specifications shall be provided. Items shall be of the best commercial grade.</p> <p>PACKING AND MARKING</p> <p>Packing and marking shall be in accordance with best commercial practice to ensure the safe delivery of supplies to the destination. Continued ...</p>					

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ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>INSPECTION AND ACCEPTANCE:</p> <p>a. The Receiving Officer of the Requiring Activity (RA) at the receiving point shall perform final inspection and acceptance.</p> <p>b. Irregularities pointed out by the receiving officer during the inspection period shall be corrected or incorporated into the service by the Contractor within two (2) calendar days after notification by the Fund of such shortages or defective items. The coverage or replacement shall be with items that conform to the terms of this BPA, and shall be at no additional cost to the Fund. This clause shall not be deemed to have waived rights of the Fund under the Call, including the right to terminate the BPA for default.</p> <p>DELIVERIES OR PERFORMANCE:</p> <p>a. Time of Delivery: Supplier shall complete delivery of supplies to be furnished under this BPA, in the quantities as specified in each Call, within seven (7) days from the date of receipt of Call. Accelerated delivery is acceptable at no additional cost to the Fund.</p> <p>b. Minimum Orders: Supplier reserves the right to reject Calls under this BPA which would be under Korean WON equivalent of \$_____ in the total value per one call at the exchange rate in effect on the date of the Call.</p> <p>c. Delivery Point: Supplies to be furnished herein shall be delivered to the Receiving Officer, Service Division, Area-I, IMA, KORO, MWR Division, Dongduchon, Gyonggi-Do, Korea.</p> <p>d. Method of Delivery: Supply items shall be delivered FOB destination to the Receiving Officer on contractor' carrier within the time specified herein. Continued ...</p>				

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ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>e. Receiving Officer: The NAFI Fund Manger, or his/her representative, is the Receiving Officer for receipt of the items furnished hereunder.</p> <p>f. Prior Arrangement of Delivery: Delivery and acceptance shall normally be between 0800 and 1600 on weekdays, except Saturday, Sunday, or US/KN Holidays. If delivery and acceptance is to be a normal working day (Monday thru Friday), the requiring activity shall be notified at least 24 hours in advance of delivery to permit preplanned receiving action. See Clauses 52.0000-4304.</p> <p>g. Contractor Notice Regarding Late Delivery: In the event contractor encounters difficulties in meeting performance requirements or when he anticipates difficulty in complying with the BPA performance schedule or date, he shall immediately notify the Contracting Officer, giving pertinent details, provided however, that this data shall be considered informational only and that this provision shall not be construed as a waiver by the Fund of performance schedules or dates, or rights or remedies provided by law or under this BPA.</p> <p>h. Extent of Obligation: The Requiring Activity is obligated only for authorized Calls placed against the BPA by authorized personnel named in the BPA. No appropriated funds of the US Government will become due of payable as a result of the BPA.</p> <p>BPA ADMINISTRATION DATA:</p> <p>a. Consideration and Payment: In consideration for the supplies delivered and accepted hereunder, the Fund shall make payment to the Contractor for the items delivered at the prices specified in the Schedule hereof after receipt of invoice and receiving report.</p> <p>Continued ...</p>				

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ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>b. Submission of Invoices: Invoices for payment in three (3) copies (one copy shall be marked "Original") shall be submitted to the following address:</p> <p style="padding-left: 40px;">Commander 175th FINCOM ATTN: EAFC-CAO P.O. Box 202 Yongsan Post Office Seoul 140-600 Tel: 02-7913-7440 Fax: 02-7913-8528/4640 KimYunSu@usfk.korea.army.mil</p> <p>SPECIAL BPA REQUIREMENTS:</p> <p>a. Pricing:</p> <p>(1) Supplier prices under this BPA shall be as low as or lower than those charged supplier's most favored customers in addition to discounts for prompt payment. Notwithstanding the price schedule contained herein. In the event suppliers commercial prices to other customers are reduced below those cited in the schedule, supplies should adjust the price schedule. So as to meet the aforementioned criteria as established by AR 215-4, Para 4-13 d (2).</p> <p>(2) Except as provided on the preceding subparagraph, the price sated herein may be increased only upon written notice by the supplier, approval by the Contracting Officer and incorporated into the agreement by supplemental agreement and is to be effective of the first day of the Calendar month beginning not earlier than thirty (30) calendar days after Contracting Officer's receipt of the written notice.</p> <p>(3) Price decreases should be submitted to the Contracting Officer, and incorporated into the agreement by supplemental agreement. Decreases will be effective upon signature of the Contractor and Contracting Officer.</p> <p>(4) Prices shall be exclusive of taxes exempted for US Government suppliers by applicable laws of agreement.</p> <p>Continued ...</p>				

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ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>b. Call Limitations:</p> <p>(1) No individual Call shall exceed \$2,500.00 or the equivalent in Won.</p> <p>(2) The following individuals are authorized to place Calls in the amount not to \$5,000.00 or the equivalent in Won per call:</p> <p>NAME/LOCATION</p> <p>YI, Chong Sok/Contracting Office, CSD, Area-I</p> <p>O, Kyong Hui/NAF Branch, USACCK Kim, Hyon Suk/NAF Branch, USACCK Kim, Yun Hui/NAF Branch, USACCK</p> <p>(3) The following individual is authorized to place Calls in the amount not to exceed \$25,000.00 or the equivalent in Won per Call:</p> <p>Cox, Patrick B./Contracting Officer, NAF Br. USACCK</p> <p>c. Delivery Tickets:</p> <p>(1) Delivery tickets in triplicate shall accomplish services. Delivery tickets to be prepared by the Supplier, shall include the following information:</p> <p>(a) Name of Supplier (b) BPA Number (c) Date of Call (d) Call Number (e) Itemized list of Supplies or Services (f) Quantity (g) Unit Price (h) Extended price Less Applicable Discounts (i) Date of Delivery of Shipment</p> <p>(2) Upon delivery receiving personnel shall sign three (3) copies of the ticket noting differences. When shortages or damages occur, the contractor shall initial the tickets. The receiving office shall retain Two (2) copies of the ticket and the supplier shall retain one (1).</p> <p>Continued ...</p>				

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ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>d. Call Procedure: (1) Supplier shall not honor Calls placed by anyone other than the Contracting Officer or the individual authorized to place Call as listed hereinabove. (2) Calls against this BPA generally shall be made orally. Each caller shall identify himself or herself, provide the BPA No. and Call No., verify the price of the items and provide delivery instructions.</p> <p>e. Records and Schedules: Supplier shall maintain records of supplies or services under the terms of this BA. The records shall provide a complete identification of the supplies of services furnished, Calls received, and work performed as a result of Call, properly identified by times and dates.</p> <p>TRANSPORTATION</p> <p>a. Unless specifically stated elsewhere in the BPA, supplier shall provide motor vehicles and other transportation equipment required in the performance to this BPA. Supplier shall provide a list of vehicles to be used under the terms of this BPA to the Requiring Activity. The list shall include the name, model, type, registration number, and other information directed by the Requiring Activity.</p> <p>b. The motor vehicle shall meet the requirements of this BPA and will be subject to inspection and approval by the Requiring Activity.</p> <p>c. Supplier motor vehicles shall be operated and maintained IAW applicable paragraphs of USFK Regulation 190-1 when such motor vehicles are operated on US Government installations.</p> <p>No appropriated funds of the United States will become due or be paid to the Contractor or Concessionaire by reason of this contract. However, pending approval of new nonappropriated fund contract forms, this contract will use certain standard appropriated fund contract forms. IMPORTANT: Notwithstanding any</p> <p>Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>references on those forms to appropriated fund laws, accounting data, regulations, or clauses, this contract is governed exclusively by the provisions of Army Regulation 215-4. Use of appropriated fund contracting forms does not grant the contractor any new rights not otherwise provided by nonappropriated fund contracting procedures. Any references to the contrary are void.</p>				

BPA CLAUSES

DA Form 4074-1-R, dated Aug 90, Contract Clauses, Nonappropriated Fund Supply and Service Contracts (OCONUS Version) is attached hereto and made a part hereof.

a. Additional Clauses:

The following additional clauses incorporated herein are set forth in full.

- 1) Applicable Law (Clause No. I-41).
- 2) Liability and Security (Clause No. I-42).
- 3) Exemption from Korean Taxes for Value Added Taxed
- 4) Exemption from Korean Excise Taxes
- 5) Tax Exemption, Customs, Republic of Korea
- 6) Tax Exemption, POL Products, Republic of Korea
- 7) Work Days, Holidays, and Work Hours U.S. and Republic of Korea

b. Attachment

- (1) Mandatory Information for Electronic Funds Transfer Payment (Aug, 1996)
- (2) ACH Vendor/Miscellaneous Payment Enrollment Form

**CONTRACT CLAUSES NONAPPROPRIATED FUND SUPPLY AND SERVICE
CONTRACTS (OCONUS VERSION)**

For use of this form see AR 215-4; The proponent agency is ODCSPER

52-4074-1-R-I-1. DEFINITIONS
52-4074-1-R-I-2. NONAPPROPRIATED FUND INSTRUMENTALITY
52-4074-1-R-I-3. COVENANT AGAINST CONTINGENT FEES
52-4074-1-R-I-4. CHANGES
52-4074-1-R-I-9. EXAMINATION OF RECORDS
52-4074-1-R-I-13. EQUAL OPPORTUNITY
52-4074-1-R-I-20. PAYMENTS
52-4074-1-R-I-21. DISCOUNTS FOR PROMPT PAYMENT
52-4074-1-R-I-22. INVOICES
52-4074-1-R-I-25. DISPUTES
52-4074-1-R-I-27. INSPECTION AND ACCEPTANCE
52-4074-1-R-I-28. TERMINATION FOR CONVENIENCE
52-4074-1-R-I-29. TERMINATION FOR DEFAULT
52-4074-1-R-I-36. SAVE HARMLESS
52-4074-1-R-I-39. CLAUSES INCORPORATED BY REFERENCE
52-4074-1-R-I-40. INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT

52-4074-1-R-I-1. DEFINITIONS

(a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary of the Army, the Under Secretary, and the term "authorized representative" means any person, or board (other than the Contracting Officer) authorized to act for the head of agency secretary.

(b) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts on behalf of the nonappropriated fund instrumentality which is a party to this contract and make related determinations and findings. The term includes certain authorized representatives of the contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

52-4074-1-R-I-2. NONAPPROPRIATED FUND INSTRUMENTALITY

(a) The Nonappropriated Fund Instrumentality (NAFI) which is party to this contract is a nonappropriated fund instrumentality of the Department of the Army. **NO APPROPRIATED FUNDS OF THE UNITED STATES SHALL BECOME DUE OR BE PAID THE CONTRACTOR OR CONCESSIONAIRE BY REASON OF THIS CONTRACT.** This contract is not subject to The Contract Disputes Act of 1978.

52-4074-1-R-I-3. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this warranty the NAFI shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

52-4074-1-R-I-4. CHANGES-FIXED PRICE SUPPLY

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the NAFI in accordance with the drawings, design, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changes by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must submit any "proposal for adjustment" (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

52-4074-1-R-I-9. EXAMINATION OF RECORDS

(a) This clause is applicable if the amount of this contract exceeds \$10,000, and the contract was entered into by means of negotiation. The Contractor agrees that the Contracting Officer or the Contracting Officer's duly authorized representative shall have the right to examine and audit the books and records of the Contractor directly pertaining to the contract during the period of the contract and until the expiration of three years after the final payment under the contract.

(b) The Contractor agrees to include the clause in "a" above, in all subcontracts hereunder that exceed \$10,000.

52-4074-1-R-I-20. PAYMENTS

The NAFI shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the NAFI if—

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

52-4074-1-R-I-21. DISCOUNTS FOR PROMPT PAYMENT

(a) In connection with any discount offered in conjunction with a supply contract, time will be computed from the date of delivery of the supplies to the carrier when acceptance is at the point of origin, or from the date of delivery at destination or port of embarkation if delivery and acceptance are at either of these points, or from the date the correct invoice or voucher is received in the office specified by the NAFI, if the latter is later than date of delivery.

(b) In connection with any discount offered in conjunction with a services contract, time will be computed from the date of completion of the services or from the date the correct invoice or voucher is received in the office specified by the NAFI, if the latter is later than the date of completion of performance.

(c) Supply contracts involving relatively insignificant amounts of services, e.g., for relatively minor installation services, so that the obtaining of such services are not primary purpose of the contract shall be treated solely as a supply contract under this clause unless the services are separately priced under a separate contract line item. Any contract having as a primary purpose thereof the services and supplies under separate contract line items, each separate contract line item number shall be treated as a separate contract for the purpose of determining the applicability of subparagraphs (b) and (c) of this clause; and provided further, that is an invoice under a contract involving both supplies and services as separate contract line items covers both supplies and services from such separate contract line items rather than invoicing supply items and service items separately, then the latest date calculable under either subparagraph (b) and (c) of this clause shall be applied to determine the propriety of taking a prompt payment discount.

(d) Checks will be mailed or transmitted on or about the same day on which the check is dated. Payment shall be considered made on the date on which a check for such payment is dated.

52-4074-1-R-I-22. INVOICES (@ 1989)

(a) An invoice is a written request for payment under the contract for supplies delivered or for services rendered. In order to be proper, an invoice must include as applicable the following:

(1) Name and address of the contractor.

(2) Invoice date.

(3) Contract number or other authorization for supplies delivered or services 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 shipment on Government bills of lading.

(6) Name and address of contractor official to whom payment is to be sent (must be the same as that on the contract or on a proper notice of assignment).

(7) Name (where practicable), title, phone number, mailing address of person to be notified in event of defective invoice.

(8) Any other information or documentation required by the contract (such as evidence of shipment). Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original" unless otherwise specified).

(b) For purposes of determining if interest begins to accrue under the Prompt Payment Act (Public Law 97-177, as amended by P.L. 100-496):

(1) A proper invoice will be deemed to have been recovered when it is received by the office designated in the contract for receipt of invoices and acceptance of the supplies delivered or services rendered has occurred;

(2) Payment shall be considered made on the date on which check for such payment is dated;

(3) Payment terms (e.g., "net 20") offered by the contractor will not be deemed a "required payment date", and

(4) The following periods of time will not be included:

(i) After receipt of an improper invoice and prior to notice of any defect or impropriety, but not to exceed 7 days (3 days on contracts for meat food products, and 5 days on contracts for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils); and

(ii) Between the date of a notice of any defect or impropriety and the date a proper invoice is received. When the notice is in writing, it shall be considered made on the date shown on the notice.

52-4074-1-R-I-25. DISPUTES

(a) This contract is subject to the rules and regulations promulgated by the Secretary of Defense and Secretary of the Army for NAF contracting.

(b) The contract is not subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613).

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

(d) "Claims" 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. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under this clause. The submission may be converted to a claim under this clause, by complying with the submission requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

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

(2) For Contractor claims exceeding \$50,000, 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's adjustment for which the Contractor believes the NAFI is liable.

(3) (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 Contract clauses of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must 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 as provided in paragraph (h) of this clause

(h) The contracting Officer's final decision may be appealed by submitting a written appeal to the Armed Service Board of Contract Appeals with 90 days of receipt of the contracting Officer's final decision. Decisions of the Armed Services Board of Contract Appeals are final and are not subject to further appeal.

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

52-4074-1-R-1-27. INSPECTION AND ACCEPTANCE

Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance and after any rejections, risk or loss will be on the Contractor unless loss results from negligence of the NAFI.

52-4074-1-R-1-28. TERMINATION FOR CONVENIENCE

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the NAFI. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with AR 215.4, Chapter 7, Section IV. To the extent that this contract is for services, and is so terminated, the NAFI shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

52-4074-1-R-1-29. TERMINATION FOR DEFAULT

(a) (1) The NAFI may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to—

(i) Deliver the supplies or to perform the services within the services and within the time specified in this contract or any extension.

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below), or

(iii) Perform any of the other provision of this contract (but see subparagraph (a)(2) below)

(2) The NAFI's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above may be exercised if the Contractor does not cure such failure within 10 days (or more authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the NAFI terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate supplies or services similar to those terminated, and the Contractor will be liable to the NAFI for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any time, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or the public enemy, (2) acts of the Government/NAFI in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the NAFI may require the Contractor to transfer title and deliver to the NAFI, as directed by the Contracting Officer, any

(1) Completed supplies,

(2) Partially completed supplies and materials, parts, tools, dies, jigs, fixture, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced

or acquired the termination portion of this contract. Upon direction of the contracting Officer, the Contractor shall also protect and preserve property in its possession in which the NAFI has an interest.

(f) The NAFI shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes Clause. The NAFI may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the NAFI against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the NAFI.

(h) The rights and remedies of the NAFI in this clause are in addition to any other rights and remedies provided by law or under this contract.

52-4074-1-R-I-35 SAVE HARMLESS

The Contractor shall save harmless the NAFI and the United States Government from any claims of third parties arising out or from accidents or incidents involving acts or omissions of the contractor, its officers, agents, or employees, occurring as a result of performance of the terms and conditions of this contract or as a result of operation of NAFI furnished equipment or materials, if any, or of the performance of the services under this contract.

52-4074-1-R-I-39. CLAUSES INCORPORATED BY REFERENCE

This contract incorporates the following supply and service contract clauses by reference as prescribed by AR 215-4 with same force and effect as if they were given in full text. Upon request, the Contracting Office will make full text available.

TITLE

- 52-4074-1-R-I-5 OFFICIALS NOT TO BENEFIT
- 52-4074-1-R-I-6 GRATUITIES
- 52-4074-1-R-I-7 NEW MATERIAL
- 52-4074-1-R-I-8 VARIATION IN QUANTITY
- 52-4074-1-R-I-17 CERTAIN COMMUNIST AREAS
- 52-4074-1-R-I-18 INSURANCE
- 52-4074-1-R-I-19 TAXES
- 52-4074-1-R-I-23 EXTRAS
- 52-4074-1-R-I-24 ASSIGNMENT OF CLAIMS
- 52-4074-1-R-I-26 NAFI PROPERTY
- 52-4074-1-R-I-30 COMMERCIAL WARRANTY
- 52-4074-1-R-I-31 ACCIDENT PREVENTION, FIRE PROTECTION, AND SANITATION
- 52-4074-1-R-I-32 RESERVED
- 52-4074-1-R-I-34 PERMITS AND LICENSES
- 52-4074-1-R-I-35 REMOVAL OF CONTRACTOR'S EMPLOYEES

52-4074-1-R-I-40. INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT.

In the event of inconsistency between any terms of this contract and any translation thereof into another language, the English language meaning shall control.

CLAUSE No. I-41: APPLICABLE LAW

The rights and remedies of the parties are governed by the terms and provisions of this contract. The validity and interpretation of this contract and rights and obligations thereunder will be governed by the laws of the United States of America.

CLAUSE No. I-42: LIABILITY AND SECURITY

a. Liability:

(1). The contractor shall be:

(i) Liable to the Government for loss of or damage to property, real and personal, owned by the Government or for which the Government is liable:

(ii) Responsible for, and hold the Government harmless from, bodily injury and death of persons, occasioned either in whole or in part by the negligence or fault of the contractor, its officers, agents, or employees in the performance of work under this contract.

(2). Decisions of the Contracting Officer with respect to liability will be subject to the "Disputes" clause of the contract.

b. Prevention of Pilferage:

(1) The contractor shall throughout the terms of this contract institute and maintain adequate controls and security measures to prevent pilferage throughout the period of the contract including the time that property as described in a(1)(i) and (ii) above is under the contractor's control. The contractor shall submit immediately to the contracting Officer information or knowledge it may have concerning such pilferage.

(2) In the event contractor's employees by direct act, or otherwise, commit, condone, fail to report, or otherwise are illegally involved in the theft of Government property, the contractor shall remove such individuals from work under this contract, if so directed by the Contracting Officer.

c. the rights of the government arising from this clause are in addition to other rights set forth in the contract or other rights to which the Government is otherwise entitled. Nothing in this article will be construed to limit these rights nor will other clauses of this contract be construed to limit the rights of Government under this clause.

CLAUSE No. I-43: EXEMPTION FROM KOREAN TAXES FOR VALUE-ADDED TAXED ITEMS USED ON THIS CONTRACT

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 Tax and, further, that, the proposed contract price includes no Value-Added Tax. Contractor shall also indicate the amount and type of Value-Added Taxes excluded from the contract price. If supplies and/or services which the contract purchases for this contract includes Value-Added Taxes, he can obtain a full refund for the amount of the Value-Added Taxes from his ROK District Tax refunds by submitting to ROK District Tax Office tax invoices which he receives when he purchases materials and/or services for this contract. The contractor must submit a copy of the USFK contract with his first tax invoice submission. Subsequent tax invoice submission must be accompanied by a letter which references the USFK contract submitted with the first tax invoice submission.

52.0000-4315 TAX EXEMPTION, SPECIAL EXCISE TAX, REPUBLIC OF KOREA

This clause is in implementation of Article XVI of the Status of Forces Agreement between the Republic of Korea and the United States, granting Contractors exemption from Republic of Korea Special Excise Taxes. At the time this contract is awarded the Contractor shall indicate to the Contracting Officer which items that it will purchase for the contract 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 USACCK 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

52.0000-4314 TAX EXEMPTION, CUSTOMS, REPUBLIC OF KOREA

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

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

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

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

52.0000-4317 TAX EXEMPTION, POL PRODUCTS, REPUBLIC OF KOREA

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

List of Oil companies and their Respective Tax Offices

- 1) Hanhwa Energy Co., Ltd: Dong-Inchon District Tax Office
ATTN: POL Tax Administrator
Inchon City, Korea

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

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

(b) If the contractor instead intends to purchase its POL products from an individual gasoline station, the Contracting Officer will advise the contractor as to which individual gasoline stations will sell to it at the SET-exempt price. The contractor shall specify from which of those stations it will purchase. In addition to specifying the oil company/gas station, the Contractor shall state the estimated quantity and the amount of POL to be purchased from each refinery/gas station. The USFK Contracting Officer will verify the reasonableness of the amounts of POL products claimed for use on the contract and, based on this verification, the USFK Responsible Officer will issue USFK POL Tax Exemption Coupons. If the Contractor wishes to purchase from an individual gas station, it will be required to make advance payment for the amount of POL covered by the coupons. Advance payment will be at the SET-exempt price and will be made to the gas station(s) previously nominated. Representatives from the nominated gas station(s) shall be present at the issuing session. They will collect the advance payments, mark "paid" on the back of the original copy of the coupons issued, and provide the purchasing Contractor with tax invoices to be used by the Contractor to obtain SET refund from its governing ROK District Tax Office. All coupons for construction contracts will be issued at the time of award. Coupons for requirements-type contracts will be issued on a delivery order increment basis or on a monthly basis. Pre-selected oil company refineries will sell their POL products at the SET-exempted prices upon presentation of the coupons. Individual gas stations, which have previously collected POL payment in advance will accept the pre-paid USFK POL Tax Exemption Coupons from contractors and will provide the POL amounts reflected on tendered

52.0000-4304 WORK DAYS, HOLIDAYS, AND WORK HOURS U.S. AND REPUBLIC OF KOREA (ROK)

- (a) U.S. Government legal holidays are as follows:
 - (1) 1 January (New Year's Day)
 - (2) 3rd Monday, January (Dr. King's Birthday)
 - (3) 3rd Monday, February (President's Day)
 - (4) Last Monday, May (Memorial Day)
 - (5) 4 July (Independence Day)
 - (6) 1st Monday, September (Labor Day)
 - (7) 2nd Monday, October (Columbus Day)
 - (8) 11 November (Veterans' Day)
 - (9) 4th Thursday, November (Thanksgiving Day)
 - (10) 25 December (Christmas Day)

- (b) ROK legal holidays are as follows:
 - (1) 1 and 2 January (New Year)
 - (2) Lunar New Year (31 December, 1 and 2 January on the Lunar Calendar)
 - (3) 1 March (Independence Movement Day)
 - (4) 1 May (Labor Day)
 - (5) 5 May (Children's Day)
 - (6) Buddha's Birthday (8 April on the Lunar calendar)
 - (7) 6 June (Memorial Day)
 - (8) 17 July (Constitution Day)
 - (9) 15 August (Liberation Day)
 - (10) Chu-Suk (15 and 16 August on the Lunar Calendar)
 - (11) 3 October (National Foundation Day)
 - (12) 25 December (Christmas Day)

- (c) FOR AIR FORCE PROJECTS ONLY work hours shall be from _____ hours through _____ hours,
_____ through _____

- (d) FOR ARMY AND OTHER PROJECTS work hours shall be from _____ hours through _____ hours,
_____ through _____

- (e) In addition to the holidays listed in 52.0000-4304 for Air Force projects, contractor performance shall not be required on any other day designated by Federal Statute as a U.S. Government legal holiday.

- (f) In addition to the holidays listed in 52.0000-4304 for Army and other projects, contractor performance shall not be required on any other day designated by ROK executive order as a ROK legal holiday.

- (g) No proposed or directed change in working hours shall be effective until approved in writing by the Contracting Officer.

MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG. 1996)

(a) Method of payment. Payments by the Government under this, contract, including invoice and contract financing, payments, will be made by Electronic Funds Transfer (EFT). Associated payment information may also be made by electronic transfer. As used in this requirement, the term "EFT" refers to the funds transfer and may also include the information transfer.

(b) Mandatory submission of Contractor's EFT information;

(1) The Contractor is required, as a condition to any payment under this contract, to provide the Government with the information required to make payment by EFT as described in paragraph (d) of this requirement, unless the payment office determines that submission of the information is not required. The Contractor shall provide EFT information as described in paragraph (d) of this requirement.

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the payment office.

(c) Contractor's EFT information. Prior to submission of the first request for payment (whether for invoice or contract financing payment) under this contract, the Contractor shall provide the information required to make contract payment by EFT, as described in paragraph (d) of this requirement, directly to the Government payment office named in this contract. If more than one payment office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the changed information to the designated payment office(s).

(d) Required EFT information. The Government may make payment by EFT through either an Automated – Clearing House (ACH) subject to the banking laws of the United States or the Federal Reserve Wire Transfer System at the Government's option. The Contractor shall provide the following information for both methods in a form acceptable to the designated payment office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this requirement and attached form entitled "ACH Vendor/Miscellaneous Payment Enrollment Form").

(1) The contract number to which this notice applies.

(2) The Contractor's name and remittance address, as stated in the contract, and account number at the contractor's financial agent.

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) For ACH payments only:

(i) Name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(ii) Contractor's account number and the type of account (checking, saving, or lockbox).

(5) For Federal Reserve Wire Transfer System payments only:

(i) Name, address, telegraphic abbreviation, and the 9-digit Routing, Transit Number for the Contractor's financial agent.

(ii) The Contractor's financial agent is not directly on-line to the Federal Reserve Wire Transfer System and, therefore, not the receiver of the wire transfer payment, the Contractor shall also provide the name, address, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment.

(e) Suspension of payment.

(1) Notwithstanding the provisions of any other requirement of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor or a certificate submitted in accordance with paragraph (b) of this

requirement. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice or contract financing request as defined in the Prompt Payment requirement of this contract.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30th day after its receipt to the extent payment is made by EFT. However, the Contractor may request that no other payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the Prompt Payment requirement of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(f) Contractor EFT arrangements. The Contractor shall designate a single financial agent capable of receiving and processing, the electronic funds transfer using, the EFT methods described in paragraph (d) of this requirement. the Contractor shall pay all fees and charges for receipt and processing of transfers.

(g) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, the Government remains responsible for -

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor-provided EFT information was incorrect at the time of Government release of the EFT payment transaction instruction to the Federal Reserve System, and -

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government retains the right to either make payment by mail or suspend the payment in accordance with paragraph (e) of this requirement.

(h) EFT and prompt payment.

(1) A payment shall be deemed to have been made in a timely manner in accordance with the Prompt Payment requirement of this contract if, in the EFT payment transaction instruction given to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(2) When payment cannot be made by EFT because of incorrect EFT information provided by the Contractor, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the Contractor within 7 days after the Government is notified of the defective EFT information.

(i) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims requirement of this contract, the assignee shall provide the assignee EFT information required by paragraph (d) of this requirement. In all respects, the requirements of this requirement shall apply to the assignee as if it were the Contractor. EFT information which shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims - acceptable to the Government, is incorrect EFT information within the meaning of paragraph (e) of this requirement.

(j) Payment office discretion. If the Contractor does not wish to receive payment by EFT methods for one or more payments, the Contractor may submit a request to the designated payment office to refrain from requiring EFT information or using the EFT payment method. The decision to grant the request is solely that of the Government.

(k) Change of EFT information by financial agent. The Contractor agrees that the Contractor's financial agent may notify the Government of a change to the routing transit number, Contractor account number or account type.

The Government shall use the changed data in accordance with paragraph (e)(2) of this requirement. The Contractor agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Contractor. The Contractor agrees that the agent's notice of changed EFT data is deemed to be a request by the Contractor in accordance with paragraph (e)(2) that no further payments be made until the changed EFT information is implemented by the payment office.