REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)

THIS RFQ ☐ IS ☒ IS NOT A SMALL BUSINESS SET-ASIDE

PAGE 1 OF PAGES 18

1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
N4008426Q4017	07 Jun 2026			

5a. ISSUED BY: NAVFACSYSCOM FAR EAST
PSC 473 BOX 13, FPO AP 96349-0013 FPO, AP 96349-0013 UNITED STATES

6. DELIVER BY (Date)

5b. FOR INFORMATION CALL (NO COLLECT CALLS)

NAME	TELEPHONE NUMBER	
	AREA CODE	NUMBER
Yun Kim	315	763-5871

7. DELIVERY ☒ FOB DESTINATION ☐ OTHER (See Schedule)

9. DESTINATION

a. NAME OF CONSIGNEE: FLEET ACTIVITIES CHINHAE

8. TO:

a. NAME	b. COMPANY	b. STREET ADDRESS

c. STREET ADDRESS	c. CITY

d. CITY	e. STATE	f. ZIP CODE	d. STATE	e. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date)

30 Jun 2026 **02:00 PM (KST)**

IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	See Schedule				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER	d. CALENDAR DAYS PERCENTAGE

NOTE: Additional provisions and representations ☐ are ☒ are not attached.

13. NAME AND ADDRESS OF QUOTER	14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	15. DATE OF QUOTATION
a. NAME OF QUOTER		
b. STREET ADDRESS	16. SIGNER	
	a. NAME (Type or print)	b. TELEPHONE AREA CODE
c. COUNTY		
d. CITY / e. STATE / f. ZIP CODE	c. TITLE (Type or print)	NUMBER

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STANDARD FORM 18 (REV. 6-95)
Prescribed by GSA-FAR (48 CFR) 53.215-1(a)

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	The contractor shall furnish all labor, material, equipment, transportation and supervision necessary to perform WPC DECK REPLACEMENT FOR ALL FAMILY HOUSING UNITS, CFA CHINHAE, KOREA in accordance with Statement of Work dated 23 April 2026 and attachment as follows: (1) NAVFAC DWG/SKETCH # 17366058~17366072 (15 pages) Pricing Arrangement: Firm Fixed Price	1	Task		**W**_____

ADDITIONAL INFORMATION (Continued):

1. SITE VISITATION:

SITE VISITATION for all interested parties will be held on **17 June 2026, 10:00 A.M. at the Main Gate of CFA Chinhae** for Chinhae site. Inquires regarding the site visit should be made to FEAD Chinhae, Mr. Kim,Yun at 050-3363-5871 or email: yun.c.kim4.ln@us.navy.mil

* The date and time for the site visitation are subject to change.

When SITE VISITATION is required for your company, notify Mr. Kim, Yun of a list of personnel who are attending the site visitation via email (yun.c.kim4.ln@us.navy.mil) as shown on the above before 4:00 P.M., 15 June 2026. Korean personnel who need escort must present an official KID Card or ROK Driver License to access the Main Gate.

2. Quoters are required to complete and submit the following items by 30 June 2026, 02:00 P.M. local time to the following address:

Naval Facilities Engineering Systems Command Far East
Facilities Engineering Acquisition Division (FEAD) Chinhae
Building #613 (Attn: Mr. Kim, Yun)
PSC 479, FPO AP 96269-1100

1) Completed SF18 Pages 1 and 2, Request for Quotation
* Do NOT submit a cost breakdown other than total price. If your company submits us your firm's cost breakdown, your company may be declared as a non-responsive offeror.

입찰서류 (SF18 Pages #1 and #2) 제출시 총가격 이외 세부명세서는 제출하지 마십시오.

세부명세서를 제출하실 경우, 비자격자로 간주되어 입찰 경쟁에서 제외될 수도 있습니다.

2) The offeror's most recent Stock Change Certificate (주식변동상황명세서), as certified and submitted to the ROK Local Tax Office (국세청),

3) The offeror's Certified Copy of Register [등기부등본 (유효사항)], as certified and submitted to the ROK Supreme Court (대법원).

(Failure to submit the above items as specified in 1), 2), and 3) will be considered nonresponsive and will not be evaluated.)

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-5	Covenant Against Contingent Fees.	May 2014		
52.203-7	Anti-Kickback Procedures.	Jun 2020		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	Feb 2026		
52.204-13	System for Award Management-Maintenance.	Feb 2026		
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations.	Feb 2026		
52.211-13	Time Extensions.	Sep 2000		
52.213-4	Terms and Conditions-Simplified Acquisitions (Noncommercial).	Feb 2026		
52.222-50	Combating Trafficking in Persons.	Feb 2026		
52.223-5	Pollution Prevention and Right-to-Know Information.	May 2024		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.232-1	Payments.	Apr 1984		
52.232-8	Discounts for Prompt Payment.	Feb 2002		
52.232-11	Extras.	Apr 1984		
52.232-17	Interest.	May 2014		
52.232-18	Availability of Funds.	Apr 1984		
52.232-27	Prompt Payment for Construction Contracts.	Jan 2017		
52.233-1	Disputes.	Feb 2026		
52.233-3	Protest after Award.	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim.	Feb 2026		
52.236-2	Differing Site Conditions.	Feb 2026		
52.236-3	Site Investigation and Conditions Affecting the Work.	Feb 2026		
52.236-5	Material and Workmanship.	Feb 2026		
52.236-6	Superintendence by the Contractor.	Feb 2026		
52.236-7	Permits and Responsibilities.	Feb 2026		
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.	Feb 2026		
52.236-10	Operations and Storage Areas.	Feb 2026		
52.236-11	Use and Possession Prior to Completion.	Feb 2026		
52.236-12	Cleaning Up.	Feb 2026		
52.236-13	Accident Prevention.	Feb 2026		
52.236-17	Layout of Work.	Feb 2026		
52.236-21	Specifications and Drawings for Construction.	Feb 2026		
52.242-14	Suspension of Work.	Apr 1984		
52.243-1	Changes-Fixed Price.	Feb 2026		
52.243-5	Changes and Changed Conditions.	Feb 2026		
52.245-1	Government Property.	Sep 2021		
52.246-21	Warranty of Construction.	Mar 1994		
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form).	Apr 1984		
52.249-8	Default (Fixed-Price Supply and Service).	Apr 1984		
52.249-10	Default (Fixed-Price Construction).	Apr 1984		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7000	Disclosure of Information.	Oct 2016		
252.204-7004	Antiterrorism Awareness Training for Contractors.	Jan 2023		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	May 2024		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.222-7002	Compliance with Local Labor Laws (Overseas).	Jun 1997		
252.225-7041	Correspondence in English.	Jun 1997		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023		

252.227-7033	Rights in Shop Drawings.	Apr 1966
252.232-7010	Levies on Contract Payments.	Dec 2006
252.233-7001	Choice of Law (Overseas).	Jun 1997
252.243-7001	Pricing of Contract Modifications.	Dec 1991
252.245-7005	Management and Reporting of Government Property	Jan 2024
252.247-7023	Transportation of Supplies by Sea.	Oct 2024

FAR Clauses Incorporated by Full Text

52.211-10 Commencement, Prosecution, and Completion of Work (Apr 1984)

Commencement, Prosecution, and Completion of Work (Apr 1984)

The Contractor shall be required to (a) commence work under this contract within **45** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **180 Calendar days after award.*** The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.219-14 Limitations on Subcontracting. (Feb 2026)

LIMITATIONS ON SUBCONTRACTING (FEB 2026)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that-

(1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability.* This clause applies only to-

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for-

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause-

[*Contracting Officer check as appropriate.*]

☐ By the end of the base term of the contract and then by the end of each subsequent option period; or

☐ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.232-5 Payments under Fixed-Price Construction Contracts. (May 2014)

PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)

(a) *Payment of price*. The Government shall pay the Contractor the contract price as provided in this contract.

(b) *Progress payments*. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if-

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) *Contractor certification*. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that-

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

____ (*Name*)

____ (*Title*)

____ (*Date*)

(d) *Refund of unearned amounts*. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall-

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8 thday after the date of receipt of the unearned amount until-

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) *Retainage*. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) *Title, liability, and reservation of rights*. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as-

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) *Reimbursement for bond premiums*. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) *Final payment*. The Government shall pay the amount due the Contractor under this contract after-

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of1940 (31 U.S.C.3727 and 41 U.S.C.6305).

(i) *Limitation because of undefinitized work*. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) *Interest computation on unearned amounts*. In accordance with 31 U.S.C.3903(c)(1), the amount payable under paragraph (d)(2) of this clause shall be-

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

52.252-2 Clauses Incorporated by Reference. (Feb 1998)

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):

Federal Acquisition Regulation (FAR): https://www.acquisition.gov/browse/index/far

Department of Defense Far Supplement (DFARS): https://www.acquisition.gov/dfars

DFARS Clauses Incorporated by Full Text

252.204-7021 Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirements. (Nov 2025)

CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

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

"Controlled unclassified information" means information the Government creates or possesses, or information an entity creates or possesses for or on behalf of the Government, that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls (32 CFR 2002.4(h)).

"Current" means-

(1) With regard to Conditional Cybersecurity Maturity Model Certification (CMMC) Status-

(i) Not older than 180 days for Conditional Level 2 (Self) assessments and Conditional Level 2 (certified third-party assessment organization (C3PAO)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance by an affirming official (see 32 CFR 170.4); and

(ii) Not older than 180 days for Conditional Level 3 (Defense Industrial Base Cybersecurity Assessment Center (DIBCAC)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance by an affirming official;

(2) With regard to Final CMMC Status-

(i) Not older than 1 year for Final Level 1 (Self), with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.15); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official;

(ii) Not older than 3 years for Final Level 2 (Self) assessments and Final Level 2 (C3PAO) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(iii) Not older than 3 years for Final Level 3 (DIBCAC) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(3) With regard to affirmation of continuous compliance (32 CFR 170.22), not older than 1 year with no changes in compliance with the requirements at 32 CFR part 170.

"Cybersecurity Maturity Model Certification (CMMC) status" means the result of meeting or exceeding the minimum required score for the corresponding assessment. The potential statuses are as follows:

(1) Final Level 1 (Self).

(2) Conditional Level 2 (Self).

(3) Final Level 2 (Self).

(4) Conditional Level 2 (C3PAO).

(5) Final Level 2 (C3PAO).

(6) Conditional Level 3 (DIBCAC).

(7) Final Level 3 (DIBCAC).

"Cybersecurity Maturity Model Certification unique identifier (CMMC UID)" means 10 alpha-numeric characters assigned to each CMMC assessment and reflected in the Supplier Performance Risk System (SPRS) for each contractor information system.

"Federal contract information (FCI)" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government. It does not include information provided by the Government to the public, such as on public websites, or simple transactional information, such as information necessary to process payments.

"Plan of action and milestones" means a document that identifies tasks to be accomplished. It details resources required to accomplish the elements of the plan, any milestones in meeting the tasks, and scheduled completion dates for the milestones, as defined in National Institute of Standards and Technology Special Publication 800-115 (32 CFR 170.21).

(b) *Framework*. The Cybersecurity Maturity Model Certification (CMMC) is a framework for assessing a contractor's compliance with applicable information security protections (see 32 CFR part 170).

(c) *Duplication*. The CMMC assessments will not duplicate efforts from any other comparable DoD assessment, except for rare circumstances when a reassessment may be necessary, for example, when there are indications of issues with cybersecurity and/or compliance with CMMC requirements.

(d) *Requirements*. The Contractor shall-

(1)(i) Have and maintain for the duration of the contract a current CMMC status at the following CMMC level, or higher: ____ Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC) for all information systems used in performance of the contract, task order, or delivery order that process, store, or transmit FCI or CUI; and

(ii) Consult 32 CFR 170.23 related to the flowdown of the CMMC requirements, and flow down the correct CMMC level to subcontracts and other contractual instruments;

(2) Only process, store, or transmit FCI or CUI on contractor information systems that have a CMMC status at the CMMC level required in paragraph (d)(1) of this clause, or higher;

(3) Complete on an annual basis, and maintain as current, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required in paragraph (d)(1) of this clause in the Supplier Performance Risk System (SPRS) (*https://piee.eb.mil*) for each CMMC UID applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract;

(4) Ensure all subcontractors and suppliers complete prior to subcontract award, and maintain on an annual basis, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required for the subcontract or other contractual instrument for each of the subcontractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the subcontract; and

(5) If the Contractor has a CMMC Status of Conditional, successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(e) *Reporting*. The Contractor shall-

(1) Submit to the Contracting Officer-

(i) The CMMC UID(s) issued by SPRS for contractor information systems that will process, store, or transmit FCI or CUI during performance of the contract; and

(ii) Any changes in the CMMC UIDs generated in SPRS throughout the life of the contract, task order, or delivery order, if applicable;

(2) Enter into SPRS the results of a current self-assessment for each CMMC UID, not covered by a C3PAO assessment or DIBCAC assessment, applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract; and

(3) Complete in SPRS on an annual basis and maintain as current an affirmation of continuous compliance by the affirming official (see 32 CFR 170.4) for each self-assessment, C3PAO assessment, or DIBCAC assessment required under the contract in SPRS.

(f) *Subcontracts*. The Contractor shall-

(1) Insert the substance of this clause, including this paragraph (f) and excluding paragraph (e)(1), in subcontracts and other contractual instruments, including those for the acquisition of commercial products or commercial services, excluding commercially available off-the-shelf items, if the subcontract or other contractual instrument will contain a requirement to process, store, or transmit FCI or CUI; and

(2) Prior to awarding a subcontract or other contractual instrument, ensure that the subcontractor has a current CMMC certificate or current CMMC status at the CMMC level that is appropriate for the information that is being flowed down to the subcontractor based on the requirements at 32 CFR 170.23.

(End of clause)

252.204-7025 Notice of Cybersecurity Maturity Model Certification Level Requirements. (Nov 2025)

NOTICE OF CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

(a) *Definitions*. As used in this provision, "controlled unclassified information (CUI)," "current," "Cybersecurity Maturity Model Certification (CMMC) status," "Cybersecurity Maturity Model Certification unique identifier (CMMC UID)," "Federal contract information (FCI)", and "plan of action and milestones" have the meaning given in the Defense Federal Acquisition Regulation Supplement 252.204-7021, Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements, clause of this solicitation.

(b)(1) . The CMMC level required by this solicitation is: Cybersecurity Maturity Model Certification (CMMC) level ____ [Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC)]. This CMMC level, or higher (see 32 CFR part 170), is required prior to award for each contractor information system that will process, store, or transmit Federal contract information. (FCI) or controlled unclassified information (CUI) during performance of the contract.

(2) The Offeror will not be eligible for award of a contract, task order, or delivery order resulting from this solicitation if the Offeror does not have, for each of the contractor information systems that will process, store, or transmit FCI or CUI and that will be used in performance of a contract resulting from this solicitation-

(i) The current CMMC status entered in the Supplier Performance Risk System (SPRS) (*https://piee.eb.mil*) at the CMMC level required by paragraph (b)(1) of this provision; and

(ii) A current affirmation of continuous compliance with the security requirements identified at 32 CFR part 170 in SPRS.

(c) *Plan of action and milestones*. If the Offeror has a CMMC Status of Conditional, the Offeror shall successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(d) *CMMC unique identifiers*. The Offeror shall provide, in the proposal, the CMMC unique identifier(s) (CMMC UIDs) issued by SPRS for each contractor information system that will process, store, or transmit FCI or CUI during performance of a contract, task order, or delivery order resulting from this solicitation. The Offeror also shall update the list when new CMMC UIDs are generated in SPRS. The CMMC UIDs are provided in SPRS after the Offeror enters the results of self-assessment(s) for each such information system.

(End of provision)

Section L - Instructions, Conditions, & Notices to Offerors or Quoters

INSTRUCTIONS FOR QUOTERS

REQUEST FOR QUOTATION (RFQ) No.: N40084-26-Q-4017

NOTE: 1. The words "BIDS" & "BIDDERS" shall be construed to mean "QUOTATION" and "QUOTER".

2. There will not be a Public Opening.

1. Acknowledgement of Amendment. In the event any amendments are issued prior to receipt of the quotations, quoter should acknowledge receipt by signing and returning the amendment.

2. Explanation to Quoters. Any explanation desired by a quoter regarding the meaning or interpretation of the Request for Quotations (RFQ) drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach all quoters before the submission of their quotations. Any interpretation made will be in the form of an amendment to the RFQ, drawings, specifications, etc., and will be furnished to all prospective quoters. Oral explanation or instruction given before the award of the contract will not be binding.

3. Quoter's Qualifications. Before a quotation is considered for award, the quoter may be requested by the Government to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, financial resources, and plant available to be used in performing the work (ifrequired in specifications).

4. Preparation of Quotations. Quotations shall be submitted on the forms furnished, or via electronic medium when authorized by the Contracting Officer.

5. Submission of Quotes.

a. Written quotations and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the Request for Quotations (RFQ) and (2) showing the time and date specified for receipt, the RFQ number, and the name and address of the quoter.

b. Quoters using commercial carrier services shall ensure that the proposal is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(l) and (2) above when delivered to the office specified in the RFQ.

c. Facsimile or e-Mail quotes, modifications or withdrawals will be considered.

d. Item samples, ifrequired, must be submitted within the time specified for receipt of quotes. Unless otherwise specified in the RFQ, these samples shall be (1) submitted at no expense to the Government, and (2) returned at the sender's request and expense, unless they are destroyed during preaward
testing.

e. All offerors are required to be registered in beta.SAM at the time their offer/quotation/bid is submitted. Offerors with no active SAM registration upon receipt of their offer/quotation/bid shall be considered "ineligible for award'.

f. When the offerors need to download CUI (Controlled Unclassified Information) files such as SOW (Statement of Work), drawings, etc. from SAM,

the offerors must provide the offeror's **Cage Code** or **UEI (Unique Entity ID)** information. Otherwise, please note that the offeror's request may be rejected.

6. Contract Award. Award shall be made to the quoter whose quote is the most advantageous to the Government, based on price.
The Government reserves the right to eliminate from consideration from award any or all quotes at any time prior to award of the contract(s) that do not conform to the solicitation; to negotiate with offerors in the competitive range; and to award Purchase Order(s) to the responsible offeror(s) submitting the lowest price quote(s) that conforms to the solicitation (i.e., meets all minimum mandatory requirements specified in Attachment 1: Statement of Work and Drawings - Mandatory Characteristics for each item being purchased under this solicitation).

7. Currency of Quotations. Quotations shall be priced in **Korean Won only. Quotations not priced in Korean Won will be considered nonresponsive and will not be evaluated**

8. Payment Information: The price of the contract is expressed in U. S. dollars for the administrative convenience of the U. S. Government, but payment will be made in Korean Won.

Accordingly, in order to pay the invoices under this contract, the Contractor must submit the attached Electronic Funds Transfer (EFT) form signed by a bank official of the bank located in Korea prior to entering into the contract.

FAILURE TO SUBMIT AN EFT FORM SIGNED BY A KOREAN BANK OFFICIAL WILL BE CONSIDERED NON-RESPONSIVE AND WILL NOT BE EVALUATED.

Companies that have previously submitted an EFT form are not required to resubmit under this contract.

9.Continuing Resolution Authority. "Offerors are advised that funding may not become available. If funds are not available, no award will be made as a result of this solicitation. Offerors will not be reimbursed for any effort or proposal costs resulting from this solicitation."

10.Government Acceptance Period. "The offeror agrees to perform the work required at the prices specified in CLIN 0001 in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within 120 calendar days after the date offers are due. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected."

11. All questions to the solicitation shall be submitted by e-mail (yun.c.kim4.ln@us.navy.mil), 07 calendar days prior to the RFQ closing date. Questions received after this date may not be answered.

LOCAL CLAUSE

1.CONCILIATION

a.Any disagreement arising under this contract which is not resolved by the parties to this contract may be submitted to theU.S.-Korea Joint Committee for Conciliation in accordance with paragraph 3, Article XXII, of the Status of Forces Agreementin pursuant to Public Law 89-497, of the Treatues and Other International Acts Series 6127.

b.Recourse to the Joint Committee for Conciliation for resolving disputes is available in addition to the procedures set forth inthe Contract Disputes Act of 1978 and the Disputes Clause ofthis contract, 52.233-1.
A request for conciliation by the Joint Committee, however, shall not toll the time periods allowed under the Contract DisputesAct for appealing a contracting officer's final decision to either the Armed Services Board of Contract Appeals or U.S. CourtofFederal Claims.

c.Upon filing a request for conciliation with the Joint Committee, the Contractor shall immediately notify the ContractingOfficer in writing of the request.

2.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 ofKorea and the United States of America granting contractors exemption from Republic of Korea customs duties and other suchcharges. 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 othersuch charges and; further, that the contract price includes no customs duty whatsoever. It shall indicate to the ContractingOfficer the total amount of customs duties excluded from the contract price. The USFK Contracting Officer will verify theamount 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 Chiefofthe Customs Office will review the USFK Form 75 and will exempt the Contractor from customs duties and othersuch charges. During the review process the customs office will post on the Contractor's Import Permit the anticipatedsubmission date for a completed USFK Form 76, which will be prepared by the Contracting Officer and given to the contractorimmediately after contract performance. The Contractor will submit the original USFK Form 76 to the governing ROKCustoms Office no later than the date posted on the Import Permit. If the USFK Form 76 is not submitted by the anticipateddate, 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 contractand desires to use such materials, supplies, or equipment for performance of this contract, the Contractor must exclude suchduties from the contract price and may obtain refund of such previously paid duties by submitting a completed USFK Form 76to 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.

3. TAX EXEMPTION, SPECIAL EXCISE TAX, REPUBLIC OF KOREA

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

4. TAX EXEMPTION, VALUE ADDED TAX, REPUBLIC OF KOREA

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

5. 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 a fixed exempt price.

List of Oil Companies and their Respective Tax Offices

(1) Hyundai Oil Refinery Co., Ltd.: Dong-Inchon District Tax
ATTN: POL Tax Administrator
Inchon City, Korea
(2) SK Corporation: Ulsan District Tax Office
ATTN: POL Tax Administrator
Ulsan City, Kyongsang Nam Do, Korea
(3) LG Caltex Company: Yosu District Tax Office
ATTN: POL Tax Administrator
Yosu City, Chon1a 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 fixed 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 fixed 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; marks "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 a 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 refmeries will sell their POL products at the fixed exempted prices upon presentation of the coupons. Individual gas stations, which have previously collected POL payment in advance will accept the pre-paid USFK POL Tax Exemption Coupons from contractors and will provide the POL amounts reflected on tendered coupons without any further charge.

6. PAPERLESS CONTRACTING.

a. The U.S. Navy (hereafter referred to as the Government) intends to administer any contract awarded under this solicitation using paperless contracting methods to the greatest extent practicable. Paperless contracting involves the use of an electronic medium such as the internet, computer diskettes, CD-ROM, or electronic mail (e-mail) in place of paper documents to award, solicit, or administer a contract.

b. In order to facilitate the use of paperless contracting methods, the Contractor shall possess the capability to communicate and exchange authenticated documents with the Government electronically during the contract performance period. Such capability shall include the ability to receive, acknowledge, reply to, and send documents via electronic mail. Additionally, such capability shall not require or be contingent upon any modification or upgrade to existing Government software. The Contractor also agrees to maintain such capability notwithstanding any changes or modifications to existing Government software during the contract performance period so long as the
Government provides reasonable notice and any equipment and/or software required to maintain such capability is commercially available.

c. The Contractor shall utilize the paperless contracting capability described above as directed by the contracting officer during the contract performance period. Documents which may be required to be exchanged electronically include, but are not limited to, task orders, modifications, requests for cost proposals, and other routine correspondence. Exceptions to the contracting officer's direction may be granted in unusual circumstances with the prior approval of the contracting officer.

d. Both the Contractor and the Government agree to share all such technical information as is necessary to facilitate efficient and reliable electronic communications during the period of contract performance. Such information may include such data as e-mail addresses, available software, and mutually agreed procedures, but shall not include any information the disclosure of which would violate any applicable licenses or other agreements.

In case of any technical difficulties precluding the use of electronic communications, both the Government and the Contractor agree to work in good faith to resolve any such difficulties.

e. For informational purposes, the Government anticipates that its contracting personnel will utilize the following computer software programs during the administration of this contract: Microsoft Office (Excel and Word), Adobe Acrobat, and AutoCAD.

7. CONTRACTOR SUPPORT OF ELECTRONIC FACILITIES SUPPORT CONTRACTING (e-FSC).

The contractor is required to offer IQ pre-priced line item services to authorized Government personnel when they are ordering the work directly via the Government Purchase Card (GPC) program. When receiving GPC orders against Section B, the contractor shall provide the supplies and services at the offered price without additional markup or handling fee.
The contractor agrees to accept and process electronically submitted GPC orders for IQ services, including those orders issued through the DoD EMALL. The DoD EMALL is a U.S. Government (USG) owned and operated web based ordering system that enables any Department of Defense (DoD) or Federal activity to search for and order goods and services. Authorized GPC users will receive approved accounts on DoD EMALL to view and order IQ line items. The current list of GPC users authorized to place orders with the contractor for services will be furnished by letter to the contractor from the Contracting Officer.
The contractor is required to receive electronic IQ orders from the DoD EMALL using 128-bit encrypted email. The contractor agrees to purchase, install, and utilize the most recent version of PGP Personal software, or a comparable solution, for the purpose of decrypting order notification emails from the DoD EMALL.
The contractor shall post updates on order delivery schedule and performance to the DoD EMALL in a timely manner. The contractor shall track quantities and report total ordered quantity in DoD EMALL and approved DDl 155's by line item number each month and year-to-date. The report shall be due to the Contracting Officer by the fifth day of each succeeding month. The contractor must track and report when total dollar value of all orders from both GPC purchases and DD 11565s exceed 75% of the combined Section B Pre-Priced Line Item quantities.

8. KOREAN LABOR LAW

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

9. DEFENSE BASE ACT IMPLMENTATION

(a) The following clause is applicable only to employees hired in, resident in, or citizens of the United States.
FAR 52.228-3

(b) The following clauses are not applicable with respect to employees hired in, resident in, or citizens of the United States.
FAR 52.228-4
DF ARS 252.228-7000

(c) The portion of this contract providing for the Contractor, subcontractor(s), and subordinate contractor(s), if any, to afford to their employees protection against war hazard risks WITHOUT PURCHASING INSURANCE (to the extent that the clauses entitled "Reimbursement for War Hazard Losses," and "Workers' Compensation & War Hazard Insurance Overseas" apply) is on a cost-reimbursement, no-fee basis, to be paid only as reimbursement of contractor disbursements in settlement of actual claims by beneficiaries, notwithstanding the basis of the rest of the contract.

(d) War Hazard Compensation generally does not apply to employees who reside at or in the vicinity of the place of employment unless their residence there is solely by virtue of the exigencies of such employment. (42 U.S.C. 1701(d)).

10. CONTINUANCE OF PERFORMANCE DURING ANY STATE OF EMERGENCY IN THE REPUBLIC OF KOREA

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of
Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg. 700-19, which can be found under the "publications" tab on the US Forces Korea homepage http://www.usfk.mil

(a) Definitions. As used in this clause--
"U.S. - ROK Status of Forces Agreement" (SOFA) means the Mutual Defense Treaty between the Republic of
Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic
of Korea, as amended "Combatant Commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.
"United States Forces Korea" (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.
"COMUSK" means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).
"USFK. Assistant Chief of Staff, Acquisition Management" (USFK/FKAQ) means the principal staff office to
USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).
"Responsible Officer" (RO) means A senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

"Theater of operations" means an area defined by the combatant commander for the conduct or support of specified operations.

"Uniform Code of Military Justice" means 10 U.S.C. Chapter 47

(b) General.

(1) This clause applies when contractor personnel deploy with or otherwise provide support in the theater of operations (specifically, the Korean Theater of Operations) to U.S. military forces deployed/located outside the
United States in -
(i) Contingency operations;
(ii) Humanitarian or peacekeeping operations; or
(iii) Other military operations or exercises designated by the Combatant Commander.
(2) Contract performance in support of U.S. military forces may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations. The contractor will require all its? employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.
(3) Contractor personnel are not combatants and shall not undertake any role that would jeopardize their status.
Contractor personnel shall not use force or otherwise directly participate in acts likely to cause actual harm to enemy armed forces.

(c) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.
(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.
(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.
(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.
(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(l) of this clause are familiar with and comply with, all applicable--

(1) United States, host country, and third country national laws;
(i) The Military Extraterritorial Jurisdiction Act may apply to contractor personnel if contractor personnel commit crimes outside the United States.
(ii) Under the War Crimes Act, United States citizens (including contractor personnel) who commit war crimes may be subject to federal criminal jurisdiction.
(iii) When Congress formally declares war, contractor personnel authorized to accompany the force may be subject to the Uniform Code of Military Justice.
(2) Treaties and international agreements;
(3) United States regulations, directives, instructions, policies, and procedures; and
(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. "off-limits"), prostitution and human trafficking and curfew restrictions.

(e) Pre-deployment/departure requirements. The Contractor shall ensure that the following requirements are met prior to deploying/locating personnel in support of U.S. military forces in the Republic of Korea. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(1) All required security and background checks are complete and acceptable.
(2) All contractor personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. In the Republic of Korea, all contractor employees subject to this clause shall comply with the same DoD immunization requirements applicable to Emergency Essential DoD civilians--INCLUDING ANTHRAX IMMUNIZATION. The Government will provide, at no cost to the Contractor, any Korean theater-specific immunizations and/or medications not available to the general public.
(3) Contractor personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card from the deployment center or CONUS personnel office--if, applicable.
(4) Country and theater clearance is obtained for contractor personnel. Clearance requirements are in DOD Directive
4500.54, Official Temporary Duty Abroad, DOD 4500.54-G, DOD Foreign Clearance Guide, and USFK Reg 1-40, United States Forces Korea Travel Clearance Guide. Contractor personnel are considered non-DOD personnel traveling under DOD sponsorship.

(f) Processing and departure points. Deployed contractor personnel shall--

(1) Under contingency conditions or under other conditions as specified by the Contracting Officer, process through the deployment center designated in the contract, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met;
(2) Use the point of departure and transportation mode directed by the Contracting Officer; and
(3) If processing through a deployment center, process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief contractor personnel on theater specific policies and procedures.

(g) Personnel data list.

(1) The Contractor shall establish and maintain with the designated Government official a current list of all contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. military forces as specified in paragraph (b)(1) of this clause. The Synchronized Predeployment and Operational Tracker (SPOT) is the designated automated system to use for this effort. This accountability requirement is separate and distinct from the personnel accountability requirement listed in the U.S-ROK SOFA's Invited Contractor/Technical Representative Program (as promulgated in USFK Regulation 700-19).

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Contractors shall replace designated personnel within 72 hours, or at the Contracting Officer's direction. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.
(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer and USFK Sponsoring Agency (see USFK Reg 700-19) upon request. The plan shall--
(i) Identify all personnel who are subject to U.S. or Republic of Korea military mobilization;
(ii) Identify any exemptions thereto;
(iii) Detail how the position would be filled if the individual were mobilized; and
(iv) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) Military clothing and protective equipment.

(1) Contractor personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are prohibited from wearing military clothing unless specifically authorized in writing by the CO MUSK. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures and the Geneva Conventions.
(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective clothing.
(3) The deployment center, the Combatant Commander, or the Sponsoring Agency shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.
(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the CO MUSK. The CO MUSK will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons will be allowed.
(2) The Contractor shall ensure that its personnel who are authorized to carry weapons-

(i) Are adequately trained;

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

(iii) Adhere to all guidance and orders issued by the COMUSK regarding possession, use, safety, and accountability of weapons and ammunition.
(iv) The use of deadly force by persons subject to this clause shall be made only in self-defense, except:
(v) Persons subject to this clause who primarily provide private security are authorized to use deadly force only as defined in the terms and conditions of this contract in accordance with USFK regulations and policies (especially, USFK Regulation 190-50).
(vi) Liability for the use of any weapon by persons subject to this clause is solely the responsibility of the individual person and the contractor.
(3) Upon redeployment or revocation by the COMUSK of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Evacuation.

(1) In the event ofa non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.
(1) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg. 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(m) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

(n) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(o) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph, in all subcontracts that require subcontractor personnel to be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed/stationed outside the United States in--
(1) Contingency operations;
(2) Humanitarian or peacekeeping operations; or
(3) Other military operations or exercises designated by the Combatant Commander.

(p) The Contracting Officer will discern any additional GFE, GFP or logistical support necessary to facilitate the performance of the enhanced requirement or necessary for the protection of contractor personnel. These items will be furnished to the Contractor at the sole discretion of the Contracting Officer and may be provided only on a reimbursable basis.

(End of clause)

Note: The price of this purchase order is expressed in U. S. dollars for the administrative convenience of the U. S. Government. Payment will be made in Korean Won in the total award amount of W.

International Direct Deposit Enrollment

Sign-Up Form

Directions

Please refer to the information on the reverse side before completing this form.

You must complete a separate form for each type of federal payment (social security, supplemental income, veterans benefits, etc.).

You are responsible for keeping the paying agency informed of any name or address changes.

A. Person to Receive Payment

NAME: _____
Last *First* *Middle initial*

NAME OF PERSON ENTITLED TO PAYMENT:
(if different from above) _____

ADDRESS: _____

_____

_____

TELEPHONE NUMBER: _____

SOCIAL SECURITY NUMBER OR
FEDERAL TAX ID NUMBER: _____

B. Type of Payment (check only one)

- ☐ SOCIAL SECURITY
- ☐ CIVIL SERVICE RETIREMENT
- ☐ SUPPLEMENTAL SECURITY INCOME
- ☐ VA COMPENSATION OR PENSION
- ☐ RAILROAD RETIREMENT
- ☐ MILITARY ACTIVE
- ☐ MILITARY RETIRED
- ☐ MILITARY ANNUITANT
- ☑ OTHER *(Specify)* VENDOR

C. Bank Information

NAME OF BANK: _____

BANK PHONE NUMBER: _____

ADDRESS: _____

_____

COUNTRY: _____

BANK CODE: _____

BRANCH CODE: (if necessary) _____

ACCOUNT NUMBER OR IBAN _____

THIS ACCOUNT IS:
☑ MY OWN ACCOUNT ☐ A JOINT ACCOUNT

THIS ACCOUNT IS:
☐ CHECKING ☑ SAVINGS

THIS ACCOUNT IS:
☐ US DOLLAR ACCOUNT ☑ LOCAL CURRENCY

PRINT NAME OF BANK OFFICIAL: _____

SIGNATURE OF BANK OFFICIAL: _____

DATE: _____

D. Certification

I certify that I am entitled to receive the payment identified above, and that I have read and understand the back of this form. In signing this form, I authorize this payment to be sent to the financial institution named in Part C above, to be deposited into the account above.

Signature _____ Date _____

E. For Joint Account Holders

I certify that I have read the SPECIAL NOTICE TO JOINT ACCOUNT HOLDERS on the back of this form.

Name *(print)* _____

Signature _____ Date _____

PLEASE READ THIS CAREFULLY

PRIVACY ACT NOTICE

Your social security number and the other information requested will allow the federal government to make payments to you by electronic funds transfer. This collection of information is authorized by Title 31 of the United States Code, Section 3332(g). Also, Executive Order 9397, November 22, 1943, authorizes the use of your social security number. Your social security number is requested to ensure the accurate identification and retention of records pertaining to you and to distinguish you from other federal recipients.

This information will be disclosed to the Department of the Treasury or another disbursing official to process federal payments to you by electronic funds transfer. This information may also be disclosed to a court, congressional committee or another government agency as authorized or required by federal law and your financial institution to verify receipt of your federal payments. Although providing the requested information is voluntary, a federal law may require that you receive your federal payments by electronic funds transfer. If so, failure to provide any part of the requested information may delay or prevent the federal government from making payments to you.

SPECIAL NOTICE TO JOINT ACCOUNT HOLDERS

If your receiving bank and issuing agency allow a joint account with a person who receives U.S. government issued payment(s) and that person dies, you must immediately contact your bank **and** the American Embassy/Consulate in your country and/or the U.S. government agency that issued the payment. Any U.S. government payment deposited into a joint account after the death of a recipient must be returned to the agency that issued the payment.

IF YOUR ADDRESS CHANGES

If your address changes, you must inform the U.S. government agency that issued the payment. If the agency needs to contact you and cannot locate you, your payment may be stopped.

CHANGING BANKS OR BANK ACCOUNTS

If you change your bank or your account number, you must notify the U.S. government agency that issues your payments.

You may need to fill out a new sign-up form. Do not close your old account until payments have started coming to your new account.

BURDEN ESTIMATE STATEMENT

The estimated average burden associated with this collection of information is 10 minutes per respondent or record keeper, depending on the individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Services, Facilities Management Division, Administrative Programs Division, Records and Information Management Program, 3700 East-West Highway, Hyattsville, MD 20782. **This address should only be used for comments and/or suggestions concerning the amount of time spent to collect the data. Do not send the completed paperwork to the address above for processing.**