

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE J	PAGE OF PAGES 1 11
5. PROJECT NO.(If applicable) FA4514	

2. AMENDMENT/MODIFICATION NO.

A00009

3. EFFECTIVE DATE

01-Oct-2007

4. REQUISITION/PURCHASE REQ. NO.

SEE SCHEDULE

6. ISSUED BY

CODE

HTC711

7. ADMINISTERED BY (If other than item 6)

CODE

FA4514

USTRANSCOM COMMAND ACQUISITION
508 SCOTT DR
SCOTT AFB IL 62225-5357

OL-T
AMC AOS/A34Y
CONTRACT AIRLIFT DIV UNIT 5093
APO 96328-5093

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

MAYTAG AIRCRAFT CORPORATION
(b)(6)
300
COLORADO SPRINGS CO 80918-3440

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MOD. OF CONTRACT/ORDER NO.
FA4428-06-C-0004

X 10B. DATED (SEE ITEM 13)

CODE 6B700

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
10 U.S.C. Chapter 137

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: tcschuts0816

The purpose of this modification is to update Contract Clause 21, Invited Contractor or Technical Representative Status Under U.S. - Republic of Korea (ROK) Status of Forces Agreement (SOFA) and to incorporate FAR clause 52.222-50, Alt 1, Combating Trafficking in Persons.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

JOYCE M. PAVLAK / CONTRACTING OFFICER

TEL: 618-229-4454

EMAIL: joyce.pavlak@ustrancom.mil

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

09-Oct-2007

EXCEPTION TO SF 30

APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been added by reference:

52.222-50 Alt I Combating Trafficking in Persons (Aug 2007) Alternate I AUG 2007

The following have been added by full text:

SPECIAL REQUIREMENTS 1**INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS
UNDER U.S. - REPUBLIC OF KOREA (ROK)**

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. “Commander, United States Forces Korea” (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.

(b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.

(c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg 700-19. FKAQ will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.

(d) Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

(e) The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

(f) The contractor's direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

(g) The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

(h) Invited contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

(i) 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. IC/TR personnel shall comply with requirements of USFK Reg 350-2.

(j) Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

(k) Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:

(1) Completion or termination of the contract.

(2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.

(3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.

(l) It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Section II, paragraph 6 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(m) 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 or emergency dental 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.

(n) 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)(1) of this clause are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(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.

(o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean driver’s license or a valid international driver’s license to legally drive on Korean roads, and must have a USFK driver’s license to legally drive on USFK installations. Contractor employees/dependents will first obtain a Korean driver’s license or a valid international driver’s license then obtain a USFK driver’s license.

(p) Evacuation.

(1) If the COMUSK orders a non-mandatory or mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) Non-combatant Evacuation Operations (NEO).

(i) The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.

(ii) If contract period of performance in the Republic of Korea is greater than six months, non emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

(q) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.

(3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery Procedures and 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.

(r) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

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

The following have been modified:

SPECIAL REQUIREMENTS

CONTRACTOR REQUIRED INSURANCE (GUNSAN AB)

The contractor shall procure and maintain the following minimum kinds of insurance during the entire period of performance under this contract.:

<u>TYPE</u>	<u>AMOUNT</u>
<u>Automobile</u>	
Bodily Injury Liability	\$200,000 per person
	\$500,000 per occurrence
Property Damage Liability	\$20,000 per occurrence
<u>Comprehensive General Liability</u>	
Bodily Injury Liability	\$500,000 per occurrence

CONTRACTOR REQUIRED INSURANCE (GIMHAE ROKAF)

The contractor shall procure and maintain a level of insurance coverage commensurate with the commercial standard and in accordance with the host nation's statutory limits during the entire period of performance under this contract.

CONTINUANCE OF PERFORMANCE DURING ANY STATE OF EMERGENCY IN THE ROK

The Government may direct the contractor to perform in support of a war, contingency, or exercise, as provided by law or defined by the applicable service Component Command. Additionally, the Contractor shall be responsible for performing all functions of this contract during any declaration by the U.S. or Korea, of a state of emergency, or during internal strife, rioting, civil disturbances, or perils of any other type until released by the Contracting Officer. Contractor personnel under this contract are considered emergency essential civilians (EEC) unless designated otherwise by the Contracting Officer.

For all EEC personnel, the contractor shall identify those employees having a U.S. military mobilization recall commitment. The contractor shall submit to the Contracting Officer adequate plans for replacing those employees IAW DOD Directives 1200.7 and 1352.1. The contractor is responsible for identifying those Korean Citizen employees having a mobilization or military recall commitment. The contractor shall submit to the Contracting

Officer either Republic of Korea approved exemptions for the identified employees or adequate plans for continuing performance of the contract.

During time of war, contingency, exercise or crisis, contractor personnel will remain attached to the headquarters, USFK for management purposes in theater. USFK/FKAQ is the responsible office for all Invited Contractors covered by the U.S. – R.O.K. Status of Forces Agreement. The contractor shall ensure that all contractor employees will comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DOD civilians and issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection and safety.

The contractor shall ensure that all contractor employees comply with Department of the Air Force and Department of Defense directives, policies, and procedures, as well as federal statutes, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. The Contracting Officer will resolve disputes.

The contractor shall be responsible for providing employees who meet the physical standards and medical requirements for job performance in the designated theater of operations.

The contracting officer may direct the contractor, at the contractor's expense, to remove or replace any contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative. The contractor will replace employees within 72 hours, or as directed by the contracting officer, at contractor expense, if the employee is to be removed or departs an area of operations without permission.

Before contract start, the contractor shall ensure that each contractor employee completes a DD Form 93 (Record of Emergency Data Card), and returns the completed form to the contracting officer's representative or designated government official.

The contractor shall report its employees entering and leaving the area of operations IAW theater policies (U.S. Invited Contractors see USFK Reg 700-19) or as directed by the Contracting Officer or his/her designated representative. Additionally, the contractor shall report its employees in the area of operations by name and by location as required by theater policies.

This clause does not define the obligations of the Government to provide logistic support to the contractor personnel. Government logistic support to contractor personnel is not contained within the scope of this contract unless otherwise noted. Government obligations to contractors during such circumstances are defined in DODI 3020.37 (Continuation of Essential DOD Contractor Services during Crisis); U.S. Forces Korea Regulations, SOFA provisions, Agency Supplements and Regulations.

The Contracting Officer will discern any additional GFE, GFP or supplies 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.

HOST NATION REQUIREMENT

The contractor shall, without additional expense to the government, be responsible for obtaining any necessary licenses, permits, visas, etc. required to perform this contract and for complying with any Federal, State, Korean, and municipal laws, codes, and regulations applicable to the performance of work in Korea.

WORK DAYS, HOLIDAYS AND WORK HOURS, U. S. AND 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)

TAX EXEMPTION AND CUSTOMS (ROK)

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.

TAX EXEMPTION AND SPECIAL EXCISE TAX (ROK)

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 USAC CK 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 issued monthly.

TAX EXEMPTION AND VALUE ADDED TAX (ROK)

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.

TAX EXEMPTION FOR POL PRODUCTS (ROK)

a. This clause is in implementation of Article XVI of the Status of Forces Agreement between the Republic of Korea and the United States of America, granting Contractors exemption from Republic of Korea taxes for petroleum products (POL) utilized on USFK acquisitions in the Republic of Korea. At the time this contract is

awarded, the Contractor shall make a final nomination in writing of its point of purchase for POL products to be used on this contract. If the Contractor intends to purchase directly from an oil company refinery, it may nominate any of the three ROK oil companies below which have agreed to sell to Contractor FOB refinery at the SET-exempt price.

List of Oil companies and their Respective Tax Offices

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

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

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

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

CONTRACTOR REGISTRATION

All local Korean contractors must be registered with the USACCK Contractor Source List (CSL) custodian prior to award of the contract. The CSL custodian is located at USACCK, Information Management Branch, Camp Coiner, Bldg 1130, Yongsan-dong, Yongsan-ku, Seoul, Korea. Telephone numbers are 724-6974 or Commercial 02-7914-6974. U.S. contractors must register electronically through the Central Contractor Registration (CCR) System.

KOREAN LABOR LAW

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

EMPLOYMENT AGREEMENT

- a. The Contractor shall submit an employment agreement (s) used for U.S. Nationals to the Contracting Officer not later than 20 calendar days prior to the start of performance of this contract.
- b. Annual, sick and compensatory leave for Contractor's U.S. citizens shall be in accordance with the Contractor's Employment Agreement. Annual, sick and compensatory leave for Korean National employees will conform to USFK 690-1. Nevertheless, absences of employees will not be justification for failure of the Contractor to perform this contract in accordance with its terms and conditions. The Contractor shall comply with all local pre-employment requirements, if any, for all employees.
- c. American National employees whose employment is terminated for cause shall not be transferred or rehired for any other job or position under any contract held by the Contractor within the jurisdiction of United States Forces Korea (USFK).

EMPLOYEE INFORMATION

- a. The Contractor shall provide a list of all employees by location and function with the following information:

- (1) Employee's Name
- (2) Location of Work
- (3) Job/Position Title
- (4) Korean Labor Classification
- (5) Nationality
- (6) Date of Hire
- (7) Labor Cost (monthly), broken down into:
 - (a) Salary (dollars)
 - (b) Bonus
 - (c) Benefits
 - (d) Social Security
 - (e) Job Accident Insurance
 - (f) Longevity
 - (g) Other (Specify)

- b. Separately identify positions that are mandatory, and positions filled by over hires, and American Nationals.

- c. The Contractor shall provide the above report to the Contracting Officer every three months, beginning from date of award, thereafter. Such information except for American Nationals will not be considered proprietary and may be released as part of any future competitive solicitation or proposals.

COMPLIANCE WITH USFK REGULATION 690-1, CIVILIAN PERSONNEL REGULATIONS AND PROCEDURES – KOREAN NATIONALS

If Contractor employs any Korean Nationals by direct hire, rather than subcontracting for Korean Labor, its Korean employees will be members of the USFK Korean Employees Union, by operation of USFK Regulation 690-1. In that case, Contractor's relations with its Korean employees may very significantly impact USFK's own labor relations, as a whole, and its ability to perform its overall mission. Accordingly, it is a performance requirement that Contractor shall comply with USFK Regulation 690-1 in all regards, as to any direct-hire Korean employees. Failure to pay or accord its Korean employees any other benefits IAW USFK Regulation 690-1 shall be deemed material default of performance and will constitute grounds for possible termination for default and assessment of any excess costs of re-procurement.

AUTHORIZATIONS

This contract is authorized and executed to be performed under the provisions of the United States - Republic of Korea Status of Forces Agreement. The Contractor shall comply with all such agreements and any amendments

(End of Summary of Changes)