

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER WN02971Y2020T		PAGE OF 1 15	
2. CONTRACT NO. 70FB7020P00000020		3. AWARD/ EFFECTIVE DATE 04/05/2020		4. ORDER NUMBER		5. SOLICITATION NUMBER	
6. SOLICITATION ISSUE DATE							
7. FOR SOLICITATION INFORMATION CALL:		a. NAME (b)(6)		b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY FEMA HQ FEDERAL EMERGENCY MANAGEMENT AGENCY OFFICE OF CHIEF PROCUREMENT OFFICE 500 C STREET SW 3RD FLOOR WASHINGTON DC 20472		CODE FEMA HQ		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:			
				<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 423450 SIZE STANDARD: 100			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO FEMA HEADQUARTERS 500 C STREET SW WASHINGTON DC 20472		CODE FEMA/HQ		16. ADMINISTERED BY FEMA HQ FEDERAL EMERGENCY MANAGEMENT AGENCY ACQUISITION MANAGEMENT 500 C STREET SW 3RD FLOOR WASHINGTON DC 20472			
17a. CONTRACTOR/ OFFEROR OSANG HEALTHCARE CO LTD 132 ANYANGCHEONDONG-RO DONGAN-GU GYEONGGI ANYANG 14040		CODE 688195374		FACILITY CODE		18a. PAYMENT WILL BE MADE BY FEMA FEMA FINANCE CENTER FEMA FINANCE CENTER PO BOX 9001 WINCHESTER VA 22604	
TELEPHONE NO.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 688195374 The contractor shall provide and deliver Coronavirus test kits to protect citizens of the United States from potential biological harm from COVID-19 during emergency response services. DO/DPAS Rating: NONE BFY: 2020 Fund Code: 06 Program: 7220SU Organization: 4400 Object Class: 2664 Fund Type: D Period of Performance: 04/06/2020 to 04/15/2020 Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA 2020-06-7220SU-4400--2664						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$3,000,000.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE (b)(6)				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Kimberly Coakley</i>			
30b. NAME AND TITLE OF SIGNER (Type or print) Dong Hyun Lee / CEO				31b. NAME OF CONTRACTING OFFICER (Type or print) Kimberly A. Coakley		31c. DATE SIGNED 04/06/2020	
30c. DATE SIGNED 04/07/2020							

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	OSANG Coronavirus Test Kits Product/Service Code: 6545 Product/Service Description: REPLENISHABLE FIELD MEDICAL SETS, KITS, AND OUTFITS (b)(4) Period of Performance: 04/03/2020 to 04/15/2020 FEMA will pick up Test Kits in Korea (b)(4)	(b)(4)			3,000,000.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS



TERMS AND CONDITIONS

70FB7020P00000020

52.212-4 Contract Terms and Conditions - Commercial Items. (JAN 2017)

Addendum to 52.212-4

Contract Administration: The U.S. Department of Homeland Security, Federal Emergency Management Agency will perform all contract administration. Communications pertaining to contractual administrative matters shall be addressed to the Contracting Officer (CO) listed below. Changes in, or deviations from, the terms and conditions of the contract shall not be effected without written modification to the order as executed by a FEMA Contracting Officer.

The Government Officials assigned to this contract are as follows:

Administrative Contracting Officer:

Name: Kimberly Coakley

(b)(6)

Contract Specialist

(b)(6)

Contracting Officer's Representative/Invoicing Approval:

(b)(6)

CONTRACTING OFFICERS REPRESENTATIVE

The Contracting Officer may designate a Contracting Officers Representative (COR) to assist in monitoring the work under this contract. The COR is responsible for the technical administration of the contract and technical liaison with the Contractor. The COR IS NOT authorized to change the scope of work or specifications as stated in the contract and in any Task Order, to make any commitments or otherwise obligate the

Government or authorize any changes which affect the contract price, delivery schedule, period of performance, or other terms or conditions.

The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this contract shall not be construed to authorize the revision of the terms and conditions of this contract and any Task Orders issued. The Contracting Officer shall authorize any such revision in writing.

Invoice Procedures

The contractor shall submit an invoice(s) upon delivery and acceptance of all supplies or services as specified in the Price/Cost Schedule.

Contractors shall submit vouchers electronically in pdf format to the FEMA Finance Center at FEMA-Finance-Vendor-Payments@fema.dhs.gov, and

Contractors shall also submit an electronic pdf copy to FEMA COR or program person if a COR is not designated at their email address.

The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor. Paper vouchers mailed to the finance center will not be processed for payment. If the Contractor is unable to submit a payment request in electronic form, the contractor shall submit the payment request using a method mutually agreed to by the



Contractor, the Contracting Officer, and the payment office.

Invoices shall be submitted as follows: Contractors shall use Standard Form (SF) 1034 (Public Voucher for Purchases and Services Other Than Personal) and SF 1035 (Continuation Sheet) when requesting payment for supplies or services rendered. Both forms are located at <http://www.gsa.gov/portal/forms/type/SF>. Suitable self-designed forms (contractor invoice forms) may be submitted instead of the SF 1035 as long as they contain the information required.

The voucher must provide a description of the supplies or services, by line item (if applicable), quantity, unit price, and total amount. The item description, unit of measure, and unit price must match those specified in the contract. Invoices that do not match the line item pricing in the contract will be considered improper and will be returned to the Contractor. The Contractor shall not be paid more frequently than on a monthly basis.

SF 1034 and 1035 instructions:

SF 1034 – Public Voucher for Purchases and Services Other than Personal

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) U.S. Department, Bureau, or establishment and location insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) Date Voucher Prepared - insert date on which the public voucher is prepared and submitted.
- (3) Contract/Delivery Order Number and Date - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) Requisition Number and Date - leave blank.
- (5) Voucher Number - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) Schedule Number; Paid By; Date Invoice Received - leave blank.
- (7) Discount Terms - enter terms of discount, if applicable.
- (8) Payee's Account Number - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) Payee's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) Shipped From; To; Weight Government B/L Number - insert for supply contracts.
- (11) Date of Delivery or Service - show the month, day and year, beginning and ending dates of supplies or services delivered.
- (12) Articles and Services - insert the following: "For detail, see Standard Form 1035" OR "For detail, see contractor invoice form".
- (13) Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official) (Title)

(14) Amount - insert the amount claimed for the period indicated in (11) above. This amount should be transferred from the total per the SF 1035 Continuation Sheet or contractor invoice form.

(15) SF 1035 – Continuation Sheet

The SF 1035 will be used to identify the specific item description, quantities, unit of measure, and prices for each category of deliverable item or service. Suitable self-designed forms (contractor invoice form)



may be submitted instead of the SF 1035 as long as they contain the information required.

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

U.S. Department, Bureau, or Establishment - insert the name and address of the servicing finance office.

Voucher Number - insert the voucher number as shown on the Standard Form 1034.

Schedule Number - leave blank.

Sheet Number - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.

Number and Date of Order - insert payee's name and address as in the Standard Form 1034.

Articles or Services - insert the contract number as in the Standard Form 1034, and description.

Quantity; Unit Price - insert for supply contracts.

Amount - insert the total quantities contract value, and amount and type of fee payable (as applicable). A summary of claimed current and cumulative goods and services delivered and accepted to date. -

Invoices shall include an itemization of all goods and services delivered and accepted for the period by item and by CLIN. Each invoice shall include sufficient detail to identify goods and services as compared

ELECTRONIC FUNDS TRANSFER (EFT) INFORMATION

1. To receive payment, the contractor shall submit their EFT information to the Government. EFT information may be submitted by EFT form, through System for Award Management (SAM), or on invoice. Failure to provide the EFT information or failure to notify the Government of changes to this EFT information may result in delays in payments and/or rejection of the invoice in accordance with the Prompt Payment clause of this contract. EFT forms may be submitted directly to the FEMA Finance Center at FEMA-Finance-RecordsMaintenance@fema.dhs.gov, or to the Contracting Office.

2. If submitting EFT information on invoice/voucher, the following EFT information should be submitted:

(a) Routing Transit Number (RTN) - The contractor shall provide the current 9-digit RTN of the payee's bank

(b) Payee's account number

(c) Contractor's Tax Identification Number (TIN)

(The EFT information submitted must be that of the contractor unless there is an official Assignment of Claims on file with the payment office.)

If at any time during the term of this contract, the contractor changes any EFT information, (i.e. financial agent, RTN, account number, etc.) the new EFT information must replace the old EFT information on subsequent invoices submitted under this contract, through SAM, or by submission of a new EFT form.

INVOICE APPROVAL (JUN 2014)

The following FEMA individual (in addition to the Contracting Officer) is hereby delegated authority to accept goods and services and to review and approve invoices for this contract:

Authorized Invoice Approver

Name: (b)(6)

Email:

DEFECTIVE OR IMPROPER INVOICES (JUN 2014)

Name, title, phone number, and email of officials of the business concern who are to be notified when the Government receives an improper invoice.



52.223-5 Pollution Prevention & Right-to-Know Information (May 2011)

52.223-6 Drug-Free Workplace. (MAY 2001)

52.223-10 Waste Reduction Program. (MAY 2011)

52.229-3 Federal, State, and Local Taxes. (FEB 2013)

52.233-2 Service of Protest. (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from 500 C Street Washington, DC 20742

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

(End of provision)

52.233-3 Protest after Award. (AUG 1996)

52.242-13 Bankruptcy. (JUL 1995)

52.246-2 Inspection of Supplies - Fixed-Price. (AUG 1996)

52.246-16 Responsibility for Supplies. (APR 1984)

52.247-34 F.o.b. Destination. (NOV 1991)

52.249-2 Termination for Convenience

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

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

(End of clause)

3052.212-70 Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items. (SEP 2012)

As prescribed in (HSAR) 48 CFR 3012.301, insert the following clause:

CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF
COMMERCIAL ITEMS (SEP 2012)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) *Provisions.*



☐ 3052.209-72 Organizational Conflicts of Interest.
☐ 3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.
☐ 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protege Program.

(b) *Clauses.*

☐ 3052.203-70 Instructions for Contractor Disclosure of Violations.
☐ 3052.204-70 Security Requirements for Unclassified Information Technology Resources.
☐ 3052.204-71 Contractor Employee Access.
☐ Alternate I
☐ 3052.205-70 Advertisement, Publicizing Awards, and Releases.
☐ 3052.209-73 Limitation on Future Contracting.
☐ 3052.215-70 Key Personnel or Facilities.
☐ 3052.216-71 Determination of Award Fee.
☐ 3052.216-72 Performance Evaluation Plan.
☐ 3052.216-73 Distribution of Award Fee.
☐ 3052.217-91 Performance. (USCG)
☐ 3052.217-92 Inspection and Manner of Doing Work. (USCG)
☐ 3052.217-93 Subcontracts. (USCG)
☐ 3052.217-94 Lay Days. (USCG)
☒ 3052.217-95 Liability and Insurance. (USCG)
☐ 3052.217-96 Title. (USCG)
☐ 3052.217-97 Discharge of Liens. (USCG)
☐ 3052.217-98 Delays. (USCG)
☐ 3052.217-99 Department of Labor Safety and Health Regulations for Ship Repair. (USCG)
☐ 3052.217-100 Guarantee. (USCG)
☐ 3052.219-70 Small Business Subcontracting Plan Reporting.
☐ 3052.219-71 DHS Mentor Protege Program.
☐ 3052.228-70 Insurance.
☐ 3052.228-90 Notification of Miller Act Payment Bond Protection. (USCG)
☐ 3052.228-91 Loss of or Damage to Leased Aircraft. (USCG)
☐ 3052.228-92 Fair Market Value of Aircraft. (USCG)
☐ 3052.228-93 Risk and Indemnities. (USCG)
☐ 3052.236-70 Special Provisions for Work at Operating Airports.
☒ 3052.242-72 Contracting Officer's Representative.
☐ 3052.247-70 F.o.B. Origin Information.
☐ Alternate I
☐ Alternate II
☐ 3052.247-71 F.o.B. Origin Only.
☒ 3052.247-72 F.o.B. Destination Only.
(End of clause)

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items. (JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements



or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

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

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

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

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

☐ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

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

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C). ☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).

☐ (10) (Reserved)

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

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

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

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) (Reserved)

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).



☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).

☒ (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).

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

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

☐ (iv) Alternate III (NOV 2016) of 52.219-9.

☐ (v) Alternate IV (NOV 2016) of 52.219-9.

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

☐ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

☒ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

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

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

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

☒ (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

☒ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).

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

☒ (28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

☒ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).



[X] (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

[X] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[X] (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

[] (ii) *Alternate I* (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

[X] (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[] (35) (Removed)

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

[] (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

[] (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (ii) *Alternate I* (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[X] (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

[] (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

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

[] (ii) *Alternate I* (OCT 2015) of 52.223-13.

[] (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) *Alternate I* (JUN 2014) of 52.223-14.

[X] (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

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

[] (ii) *Alternate I* (JUN 2014) of 52.223-16.

[X] (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

[] (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

[] (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

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

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

☒ (48) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).

☒ (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.

☒ (50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☐ (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

☐ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (57) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (58) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☒ (60) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(12)).

☐ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☐ (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to



commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

☐ (1) 52.222-17, Non-displacement of Qualified Workers (MAY 2014) (E.O. 13495).

☒ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☐ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

☐ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

☐ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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



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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

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

(iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

(vii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

(xiii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xiv) (Removed)

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.



(xv) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

(xx) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.243-1 Changes-Fixed-Price. (Aug 1987)

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

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

(2) Method of shipment or packing.

(3) Place of delivery.

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

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

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

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

52.249-8 Default (Fixed-Price Supply and Service) (Apr 1984)

(a)

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

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

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other provisions of this contract (but see paragraph (a)(2) of this clause).

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

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

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

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

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

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

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

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

(End of clause



From:	Daniel Kim(KimWooSung) (b)(6)
To:	(b)(6)
CC:	Coakley, Kimberly </o=ExchangeLabs/ou=Exchange Administrative Group (b)(6)>
Subject:	FEMA Invoicing Documentation per Contract request.
Date:	2020/04/08 00:00:20
Priority:	Normal
Type:	Note

Hello (b)(6)

Hope you are having a wonderful week.

I believe currently most of the aspect for the order is completed in regards to the Order FEMA has placed to OSANG Healthcare.

I am sending the final invoicing representing the PO FEMA has placed, along with our Bank Account information and our Korean Tax Identification Number (Korean Business Registration Num) above and below

Bank Name: (b)(4)
Bank Address: (b)(4)
RTN/swift Code: (b)(4)
Account Number: (b)(4)
Business Reg/Korean Tax ID: (b)(4)

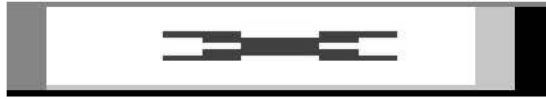
As mentioned before, production is not an issue here at OSANG and we want to help FEMA out as much as possible.

If you need any more test kits or any other inquiries please feel free to let us know!

Please let me know if there is any other information you need, as I am available 24/7

All the Best

Daniel Kim



1

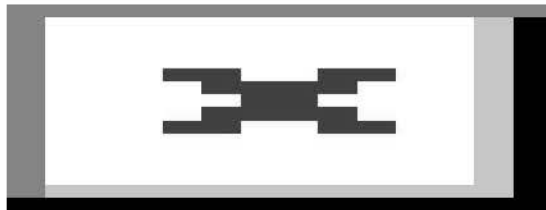
OSANG Healthcare Co., Ltd. Daniel Kim | Account Manager | American Team | Overseas Sales

Division

(b)(6)

6 132 Anyangcheondong-ro, Dongan-gu, Anyang-si, Gyeonggi-do, 14040, Korea

7 www.osanghc.com 365f www.365healthcare.co.kr (b)(6)



9

Sender: Daniel Kim(KimWooSung) (b)(6)	
Recipient:	(b)(6)
	Coakley, Kimberly </o=ExchangeLabs/ou=Exchange Administrative Group
	(b)(6)
Sent Date: 2020/04/07 23:59:31	
Delivered Date: 2020/04/08 00:00:20	

From:	Daniel Kim(KimWooSung) (b)(6)
To:	FEMA-Finance-Vendor-Payments </o=ExchangeLabs/ou=Exchange Administrative Group (b)(6)>
CC:	Coakley, Kimberly </o=ExchangeLabs/ou=Exchange Administrative Group (b)(6)>
Subject:	FEMA Invoicing Documentation per Contract request. Payment Confirmation
Date:	2020/04/27 19:39:59
Priority:	Normal
Type:	Note

Hello!

Hope you are having a great day

I am sending the final invoicing representing the PO FEMA has placed, along with our Bank Account information and our Korean Tax Identification Number (Korean Business Registration Num) above and below

Bank Name: (b)(6)

Bank Address: (b)(6)
Korea

RTN/swift Code: (b)(4)

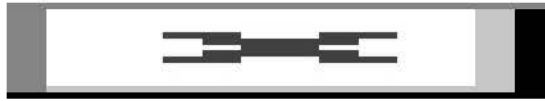
Account Number

Business Reg/Korean Tax ID: (b)(4)

Please let me know if there is any other information you need, as I am available 24/7

All the Best

Daniel Kim



1

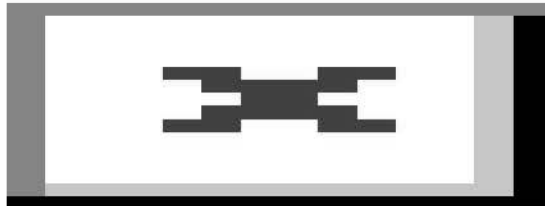
OSANG Healthcare Co., Ltd. Daniel Kim | Account Manager | American Team
| Overseas Sales Division

(b)(6)

▣ 6 132 Anyangcheondong-ro, Dongan-gu, Anyang-si, Gyeonggi-do, 14040, Korea

▣ 7 www.osanghc.com ▣ 365f www.365healthcare.co.kr (b)(6) /

(b)(6)



9

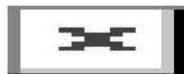
	Sender:	Daniel Kim(KimWooSung) (b)(6)
		FEMA-Finance-Vendor-Payments </o=ExchangeLabs/ou=Exchange Administrative Group
		(b)(6)
		Coakley, Kimberly </o=ExchangeLabs/ou=Exchange Administrative Group
Recipient:		(b)(6)

	FEMA-Finance-RecordsMaintenance </o=ExchangeLabs/ou=Exchange Administrative Group (b)(6)
Sent Date:	2020/04/27 19:39:10
Delivered Date:	2020/04/27 19:39:59
From:	(b)(6)
To:	Daniel Kim(KimWooSung) <(b)(6)>
CC:	(b)(6) Coakley, Kimberly </o=ExchangeLabs/ou=Exchange Administrative Group (b)(6)
Subject:	RE: FEMA Invoicing Documentation per Contract request.
Date:	2020/04/27 12:22:33
Type:	Note

Good day Daniel,

See the email below. Your invoice was sent to the wrong office. Please send the invoice to the email address identified on the contract.

The attached invoice that was submitted for payment does not meet the requirements of a proper invoice according to the Prompt Payment Act, Office of Management and Budget (5 CFR Part 1315)
<https://www.gpo.gov/fdsys/granule/CFR-2002-title5-vol3/CFR-2002-title5-vol3-part1315>



In order for this invoice to be processed the invoice requires the highlighted information outlined below:

☒ No purchase order or contract number has been referenced on the invoice. All invoices and correspondence must include the purchase order or contract number as authorization for delivery of goods or services.

☐ Invoice does not identify the period for which the services were rendered.

☐ Invoice is lacking the description, unit price, quantity and extended price for goods delivered or services rendered.

☐ Goods or services have not been delivered or performed within the period of performance of the contract.

☐ Invoice issued before the end of the service period.

☐ Address of leased property is not included.

☐ Invoice date and invoice number have not been included.

☐ Name and address of the vendor required.

Other information required by the contract: -----

Please correct the invoice(s), mark it as a revised invoice and return to the FEMA Finance Center at:

FEMA-Finance-Vendor-Payments@fema.dhs.gov

FEMA FINANCE

Vendor Invoice Upload Team

Vr,

(b)(6)

Supply Management Specialist-Supply Chain Integration Branch-Logistics Management Directorate

(b)(6)

From: Daniel Kim(KimWooSung) (b)(6)
Sent: Sunday, April 26, 2020 11:25 PM
To: (b)(6) FEMA-Finance-RecordsMaintenance (b)(6)
(b)(6)
(b)(6) Coakley, Kimberly
(b)(6)
Subject: RE: FEMA Invoicing Documentation per Contract request.

Hello everyone

Please let us know in regards to the update of the payment process.

We have provided all information to FEMA and it's accounting team, with the actual shipment and goods along with the AWB sent to FEMA.

All the Best

Daniel Kim

From: Daniel Kim(KimWooSung)
Sent: Friday, April 17, 2020 12:49 PM
To: (b)(6) FEMA-Finance-RecordsMaintenance
Cc: (b)(6) Coakley, Kimberly; (b)(6)
(b)(6)
Subject: RE: FEMA Invoicing Documentation per Contract request.

Hello (b)(6)

Thank you for the confirmation!

Please let me know if I can be of any assistance anytime.

Hope to hear from you soon

All the Best

Daniel KIM

From: (b)(6)
Sent: Friday, April 17, 2020 11:42 AM
To: Daniel Kim(KimWooSung); FEMA-Finance-RecordsMaintenance
Cc: (b)(6); Coakley, Kimberly; (b)(6),
(b)(6)
Subject: Re: FEMA Invoicing Documentation per Contract request.

Hey Dan,

Thanks for the packing slips. Fema Finance will send me the invoice and once I validate receipt they will be processed for payment.

Vr,

(b)(6)

Supply Management Specialist-Supply Chain Integration Branch-Logistics
Management Direcorate

(b)(6)

From: Daniel Kim(KimWooSung) (b)(6)
Sent: Thursday, April 16, 2020 10:07:15 PM
To: (b)(6) FEMA-Finance-RecordsMaintenance (b)(6)
(b)(6)
Cc: (b)(6) Coakley, Kimberly
(b)(6)
Subject: RE: FEMA Invoicing Documentation per Contract request.

Hello (b)(6)

I have gotten contact from my team that you have requested the Packing list and the Invoice separately.

Please see the Packing list for the FEMA Order which left our facilities on the 14th

If you need any other information please let me know.

Also in regards to the Finance steps according to the Contract, we have not received any updates or instructions from the FEMA Finance team.

Please advise, and hope to hear from you soon.

All the Best

Daniel Kim

From: Daniel Kim(KimWooSung)
Sent: Friday, April 10, 2020 10:49 AM
To: 'FEMA-Finance-RecordsMaintenance@fema.dhs.gov'
Cc: (b)(6); Coakley, Kimberly;(b)(6)
(b)(6)
Subject: RE: FEMA Invoicing Documentation per Contract request.

Hello!

Hope you are having a great Friday!

I believe currently most of the aspect for the order is completed in regards to the Order FEMA has placed to OSANG Healthcare.

I am sending the final invoicing representing the PO FEMA has placed, along with our Bank Account information and our Korean Tax Identification Number (Korean Business Registration Num) above and below

Bank Name (b)(6)

Bank Address: (b)(6)

RTN/swift Code (b)(4)

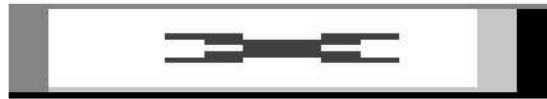
Account Number

Business Reg/Korean Tax ID (b)(4)

Please let me know if there is any other information you need, as I am available 24/7

All the Best

Daniel Kim

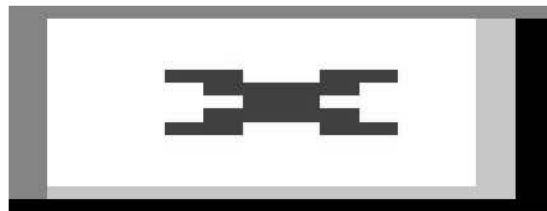


1

OSANG Healthcare Co., Ltd. Daniel Kim | Account Manager | American Team | Overseas Sales

Division

- ▣ (b)(6)
- ▣ 6 132 Anyangcheondong-ro, Dongan-gu, Anyang-si, Gyeonggi-do, 14040, Korea
- ▣ 7 www.osanghc.com ▣ 365f www.365healthcare.co.kr (b)(6)



9

From: (b)(6)
Sent: Friday, April 10, 2020 12:06 AM
To: Daniel Kim(KimWooSung)
Co: (b)(6), Linda; Coakley, (b)(6)
(b)(6)
Subject: RE: FEMA Invoicing Documentation per Contract request.

Hello Daniel,

I was off the other day and am trying to catch up on emails. Please send the invoice to the email address on your contract. Our finance center will forward it to me. Once I validate receipt I can process it.

Vr,

(b)(6)

Supply Management Specialist-Supply Chain Integration Branch-Logistics Management Directorate

(b)(6)

From:	Daniel Kim(KimWooSung) (b)(6)
To:	(b)(6) FEMA-Finance-RecordsMaintenance </o=ExchangeLabs/ou=Exchange Administrative Group (b)(6)
CC:	(b)(6) Coakley, Kimberly </o=ExchangeLabs/ou=Exchange Administrative Group (b)(6)
Subject:	RE: FEMA Invoicing Documentation per Contract request.
Date:	2020/04/21 02:16:10
Priority:	Normal
Type:	Note

Hello (b)(6)

Please let me know if there any updates.

Our accounting team is awaiting the confirmation of funds transferred,

All the Best

Daniel Kim

From: Daniel Kim(KimWooSung)

Sent: Friday, April 17, 2020 12:49 PM

To: (b)(6) FEMA-Finance-RecordsMaintenance

Cc: (b)(6) Coakley, Kimberly; James Woo(WooJeongsuk); (b)(6)

(b)(6)

Subject: RE: FEMA Invoicing Documentation per Contract request.

Hello (b)(6)

Thank you for the confirmation!

Please let me know if I can be of any assistance anytime.

Hope to hear from you soon

All the Best

Daniel KIM

From: (b)(6)
Sent: Friday, April 17, 2020 11:42 AM
To: Daniel Kim(KimWooSung); FEMA-Finance-RecordsMaintenance
Cc: (b)(6); Coakley, Kimberly; (b)(6)
(b)(6)
Subject: Re: FEMA Invoicing Documentation per Contract request.

Hey Dan,
Thanks for the packing slips. Fema Finance will send me the invoice and once I validate receipt they will be processed for payment.

Vr,
(b)(6)
Supply Management Specialist-Supply Chain Integration Branch-Logistics Management
Direcorate
(b)(6)

From: Daniel Kim(KimWooSung); (b)(6)
Sent: Thursday, April 16, 2020 10:07:15 PM
(b)(6); FEMA-Finance-RecordsMaintenance; (b)(6)
(b)(6)
Cc: (b)(6); Coakley, Kimberly

(b)(6)

Subject: RE: FEMA Invoicing Documentation per Contract request.

Hello (b)(6)

I have gotten contact from my team that you have requested the Packing list and the Invoice separately.

Please see the Packing list for the FEMA Order which left our facilities on the 14th

If you need any other information please let me know.

Also in regards to the Finance steps according to the Contract, we have not received any updates or instructions from the FEMA Finance team.

Please advise, and hope to hear from you soon.

All the Best

Daniel Kim

From:	Daniel Kim(KimWooSung) (b)(6)
To:	(b)(6) FEMA-Finance-RecordsMaintenance </o=ExchangeLabs/ou=Exchange Administrative Group
CC:	(b)(6) Coakley, Kimberly </o=ExchangeLabs/ou=Exchange Administrative Group (b)(6)
Subject:	RE: FEMA Invoicing Documentation per Contract request.
Date:	2020/04/26 23:25:49
Priority:	Normal
Type:	Note

Hello everyone

Please let us know in regards to the update of the payment process.

We have provided all information to FEMA and it's accounting team, with the actual shipment and goods along with the AWB sent to FEMA.

All the Best

Daniel Kim

From: Daniel Kim(KimWooSung)
Sent: Friday, April 17, 2020 12:49 PM
To: (b)(6) FEMA-Finance-RecordsMaintenance
Cc: (b)(6) Coakley, Kimberly; (b)(6)
 (b)(6)
Subject: RE: FEMA Invoicing Documentation per Contract request.

Hello (b)(6)

Thank you for the confirmation!

Please let me know if I can be of any assistance anytime.

Hope to hear from you soon

All the Best

Daniel KIM

From:	Daniel Kim(KimWooSung) (b)(6)
To:	(b)(6)
CC:	Coakley, Kimberly </o=ExchangeLabs/ou=Exchange Administrative Group (b)(6)>
Subject:	RE: FEMA Invoicing Documentation per Contract request.
Date:	2020/04/27 19:40:25
Priority:	Normal
Type:	Note

Hello (b)(6)

Thank you for the update, I have sent the email and all documentation to the email below

(b)(6)

Please let us know if there is any more updates and or corrections.

All the Best

Daniel Kim

Duplicate

From:	Daniel Kim(KimWooSung) <(b)(6)>
To:	FEMA-Finance-Vendor-Payments </o=ExchangeLabs/ou=Exchange Administrative Group (b)(6)>;
CC:	(b)(6) Coakley, Kimberly </o=ExchangeLabs/ou=Exchange Administrative Group (b)(6)>
Subject:	RE: FEMA Invoicing Documentation per Contract request. Payment Confirmation-Needs Revised
Date:	2020/05/05 18:38:15
Priority:	Normal
Type:	Note

Hello (b)(6)

Hope you are having a great start to the month of May

Please let me know if there are any updates in regards to the order we sent to FEMA in the month of early April.

We still have not gotten any confirmation of payment or funds received from FEMA.

Also please confirm the safe arrival of the product itself, and if you can provide us with any information regarding the results or usage of the tests, as it would be greatly appreciated.

All the Best

Daniel Kim

From: Daniel Kim(KimWooSung)
Sent: Wednesday, April 29, 2020 9:04 AM
To: 'FEMA-Finance-Vendor-Payments'
Cc: (b)(6); Coakley, Kimberly (b)(6)
(b)(6)
Subject: RE: FEMA Invoicing Documentation per Contract request. Payment Confirmation-Needs Revised

Hello (b)(6)

Not a problem, thank you so much for the prompt response.

I have attached the Invoice above with the FEMA Contract number as requested, also shown below.



Please let me know if you need any other additional information for the transfer.

All the Best

Daniel Kim

From: FEMA-Finance-Vendor-Payments [mailto:FEMA-Finance-Vendor-Payments@fema.dhs.gov]

Sent: Wednesday, April 29, 2020 2:44 AM

To: Daniel Kim(KimWooSung)

Cc: (b)(6); Coakley, Kimberly; (b)(6)

(b)(6)

Subject: RE: FEMA Invoicing Documentation per Contract request. Payment Confirmation-Needs Revised

Importance: High

Hello,

Thank you for your email. In the 'email' attachment above there is a rejection letter asking for the FEMA contract number **ON** the invoice. I will need this in order to upload your invoice into our payment system and process for payment. Please add this number to the invoice and resubmit **just** the invoice. I will hold the other backup documentation and attach the revised invoice once received.

Thank you so much.

(b)(6)

Accounting Technician | FEMA Finance Center | Office of the Chief Financial Officer

(b)(6)

From: Daniel Kim(KimWooSung); (b)(6)

Sent: Monday, April 27, 2020 7:39 PM

To: FEMA-Finance-Vendor-Payments; (b)(6)

Cc: (b)(6); Coakley, Kimberly

(b)(6)

Subject: FEMA Invoicing Documentation per Contract request. Payment Confirmation

Hello!

Hope you are having a great day

I am sending the final invoicing representing the PO FEMA has placed, along with our Bank Account information and our Korean Tax Identification Number (Korean Business Registration Num) above and below

Bank Name: (b)(4)

Bank Address: (b)(4)

RTN/swift Code: (b)(4)

Account Number: (b)(4)

Business Reg/Korean Tax ID: (b)(4)

Please let me know if there is any other information you need, as I am available 24/7

All the Best

Daniel Kim

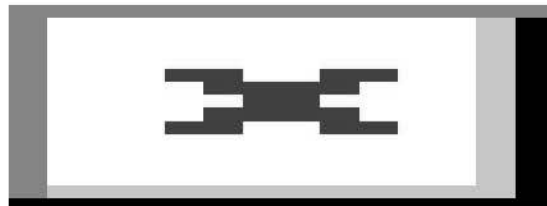


I

OSANG Healthcare Co., Ltd. Daniel Kim | Account Manager | American Team | Overseas Sales

Division

- (b)(6)
- 6 132 Anyangcheondong-ro, Dongan-gu, Anyang-si, Gyeonggi-do, 14040, Korea
- 7 www.osanghc.com □ 365f www.365healthcare.co.kr (b)(6)



9

Sender:	Daniel Kim(KimWooSung) <(b)(6)>
Recipient:	FFMA-Finance-Vendor-Payments </o=ExchangeLabs/ou=Exchange Administrative Group (b)(6) Coakley, Kimberly </o=ExchangeLabs/ou=Exchange Administrative Group

	(b)(6)
Sent Date:	2020/05/05 18:37:40
Delivered Date:	2020/05/05 18:38:15

From:	Daniel Kim(KimWooSung) <(b)(6)>
To:	(b)(6)
CC:	Coakley, Kimberly </o=ExchangeLabs/ou=Exchange Administrative Group (b)(6)>
Subject:	RE: FEMA Invoicing Documentation per Contract request. Payment Confirmation-Needs Revised
Date:	2020/05/06 20:18:16
Priority:	Normal
Type:	Note

Hello (b)(6)

Thank you so much for your efforts, we have gotten confirmation of transfer,

If there is anything FEMA needs or any more additional orders please let me know at any time, and I would be of service.

Also if you can share any information on the results of the Tests or how and where it was used that would be mighty helpful as well.

All the Best

Daniel Kim

From: (b)(6)
Sent: Thursday, May 07, 2020 12:08 AM
To: Daniel Kim(KimWooSung)
Cc: (b)(6) Coakley, Kimberly; (b)(6)
Subject: RE: FEMA Invoicing Documentation per Contract request. Payment Confirmation-Needs Revised

Good morning Daniel,
Once I receive you invoice it will be processed.

Vr,

(b)(6)

Supply Management Specialist-Supply Chain Integration Branch-Logistics Management Direcorate

(b)(6)

Duplicate

From:	Daniel Kim(KimWooSung) (b)(6)
To:	(b)(6) Coakley, Kimberly </o=ExchangeLabs/ou=Exchange Administrative Group (b)(6)>
CC:	(b)(6)
Subject:	RE: URGENT: CODIV-19 Request for Quote Coronavirus Test Kits
Date:	2020/04/03 21:47:12
Priority:	Normal
Type:	Note

Hello (b)(6)

I believe the Shipping address was provided in the purchase order you have provided.

Please let us know if there is a change in the order.

All the best

Daniel Kim

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: (b)(6)
Date: 4/4/20 9:28 AM (GMT+09:00)
To: "Daniel Kim(KimWooSung)" <(b)(6)> "Coakley, Kimberly"
(b)(6)
Subject: RE: URGENT: CODIV-19 Request for Quote Coronavirus Test Kits

Daniel,

Where will you deliver the tests for FEMA pickup?

(b)(6)
Contract Specialist
Incident Support Section

Department of Homeland Security/FEMA
DHS/FEMA/MS/OCPO/AOD/ISS

(b)(6)

From: Daniel Kim(KimWooSung) <(b)(6)>

Sent: Friday, April 3, 2020 9:05 AM

To: Coakley, Kimberly <(b)(6)>

(b)(6)

Subject: RE: URGENT: CODIV-19 Request for Quote Coronavirus Test Kits

Hello Ms. Coakley!

Thank you for the update. That helps us a lot. Please send us another PO with the appropriate amount and conditions as sent with our quotation. (b)(6) has sent you.

Please let me know if you have any questions.

All the Best

Daniel Kim

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: "Coakley, Kimberly"

(b)(6)

Date: 4/3/20 9:11 PM (GMT+09:00)

To: "Daniel Kim(KimWooSung)"

(b)(6)

(b)(6)

Subject: RE: URGENT: CODIV-19 Request for Quote Coronavirus Test Kits

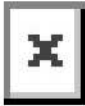
Good Morning Mr, Kim,

I am confirming that FEMA will be picking up all test kits from S. Korea. No shipping cost will be required. Could you please sign the revised contract without the (b)(4) shipping cost. Please call me at (b)(6) if you have any questions

Thank you,

Kimberly Coakley
Contracting Officer
Incident Support Section
Department of Homeland Security/FEMA
DHS/FEMA/MS/OCPO/AOD/ISS

(b)(6)



From: Daniel Kim(KimWooSung) (b)(6)

Sent: Friday, April 3, 2020 7:33 AM

To: (b)(6)

(b)(6)

C (b)(6)

(b)(6)

Coakley, Kimberly

(b)(6)

Subject: RE: URGENT: CODIV-19 Request for Quote Coronavirus Test Kits

Hello (b)(6)

The (b)(4) seems right as we were going to process the shipping. And with shipping included (b)(4) of the price everything seemed to be in order.

Will FEMA provide shipping cost or planning on proceeding with EXW.

Which in case all palleting info will be provided early Monday morning.

All the best

Daniel Kim

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: (b)(6)

Date: 4/3/20 8:30 PM (GMT+09:00)

To: "Daniel Kim(KimWooSung)" <(b)(6)>

(b)(6)

(b)(6) "Coakley, Kimberly"

(b)(6)

Subject: RE: URGENT: CODIV-19 Request for Quote Coronavirus Test Kits

Good Morning Daniel,

Please provide the below ASAP, thanks

1. Please provide, DIMS/WEIGHT/HEIGHT/ can the pallets be stacked/how many pallets?:

(b)(6)

Contract Specialist

Incident Support Section

Department of Homeland Security/FEMA

DHS/FEMA/MS/OCPO/AOD/ISS

(b)(6)

From: Daniel Kim(KimWooSung) <(b)(6)>

Sent: Friday, April 3, 2020 3:53 AM

To: (b)(6)

Cc: (b)(6) Coakley, Kimberly

(b)(6)

Subject: RE: URGENT: CODIV-19 Request for Quote Coronavirus Test Kits

Hello (b)(6)

Sending over the Signed CO1 PO for FEMA

The Shipment will be ready to Ship VIA DHL with temperature controlled environment effectively on April 10th.

The Estimated Time Arrival will be on April 15th as mentioned in the PO.

We have 2 questions if you would be so kind as to answer.

1. Does the (b)(4) per test include the freight cost for the product?
2. Does FEMA plan on wire transferring any percentage of the funds in advance?

I will provide all appropriate Shipping DOCs with COA and a BL as soon as it is available.

Our company is very honored to be working with FEMA and helping the American People.

We are increasing our Capacity every day and can send more than the requested quantity above.

If you have any more inquiries please contact me, as I am available 24/7.

All the Best

Daniel Kim

From: (b)(6)
Sent: Friday, April 03, 2020 1:52 PM
To: Daniel Kim(KimWooSung)
Cc: (b)(6); Coakley, Kimberly;
(b)(6)
Subject: RE: URGENT: CODIV-19 Request for Quote Coronavirus Test Kits

Good Afternoon,

Please see the Purchase order for signature and return by 3PM (GMT). Thank You

(b)(6)
Contract Specialist
Incident Support Section
Department of Homeland Security/FEMA
DHS/FEMA/MS/OCPO/AOD/ISS

(b)(6)

(b)(6)

From: Daniel Kim(KimWooSung) (b)(6)

Sent: Thursday, April 2, 2020 11:16 PM

To: (b)(6); Coakley, Kimberly

(b)(6)

Subject: RE: URGENT: CODIV-19 Request for Quote Coronavirus Test Kits

Hello (b)(6) and Kimberly

See below our response to all of your bullet pointed questions below.

Please let me know if you need anything else

- • * Name of the entity the Contract will be awarded to: **OSANG HEALTHCARE CO.,LTD.**
- • * Their Address: **132 Anyangcheondong-ro, Dongan-gu, Anyang-si, Gyeonggi-do, 14040, Korea**
- • * Name of the Point of Contact: **Woosung Daniel Kim**
- • * Point of Contact Phone # (b)(6)
- • * DUNS: (b)(4)
- Beneficiary bank's full name and address, as well as the SWIFT code
 - Bank Name: (b)(4)
 - Bank Address (b)(4)
 - SWIFT Code: (b)(4)
- Beneficiary Name: **OSANG HEALTHCARE CO.,LTD.**
 - Beneficiary Account Number (b)(4)
- Beneficiary Account Number: (b)(4)
- Beneficiary Full Name: **OSANG HEALTHCARE CO.,LTD.**
 - Beneficiary Address: **132 Anyangcheondong-ro, Dongan-gu, Anyang-si, Gyeonggi-do, 14040, Korea**
- Reason for payment: **COVID-19 RT-PCR procurement from FEMA USA.**
- Beneficiary ID: Korean Business Registration Number (EIN is equivalent to Business Registration here in Korea) (b)(4)
- Beneficiary Contact Phone Number: +(b)(6)

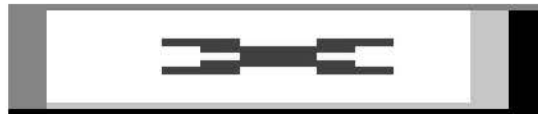
All the Best

Daniel Kim

From: (b)(6)
Sent: Friday, April 03, 2020 11:00 AM
To: Daniel Kim(KimWooSung)
Cc: Coakley, Kimberly; James Woo(WooJeongsuk) (b)(6)
Subject: RE: URGENT: CODIV-19 Request for Quote Coronavirus Test Kits

Good Morning,

Can you please provide the below information ASAP.



(b)(6)

Contract Specialist
Incident Support Section
Department of Homeland Security/FEMA
DHS/FEMA/MS/OCPO/AOD/ISS

(b)(6)

From: Daniel Kim(KimWooSung) (b)(6)

Sent: Thursday, April 2, 2020 9:22 PM

To: (b)(6)

Cc: Coakley, Kimberly (b)(6)

(b)(6)

Subject: RE: URGENT: CODIV-19 Request for Quote Coronavirus Test Kits

Hello (b)(6)

We tried calling again, but straight to voice mail.

Please let me know if you need any other information from us.

I have attached the 2 forms that includes the Financial Institution as requested.

All the Best

Daniel Kim

From: (b)(6)
Sent: Friday, April 03, 2020 9:53 AM
To: Daniel Kim(KimWooSung)
Cc: (b)(6)
Subject: RE: URGENT: CODIV-19 Request for Quote Coronavirus Test Kits

Please complete the financial institution information with your bank and account number

(b)(6)

Contract Specialist
Incident Support Section
Department of Homeland Security/FEMA
DHS/FEMA/MS/OCPO/AOD/ISS

(b)(6)

From: Daniel Kim(KimWooSung) (b)(6)
Sent: Thursday, April 2, 2020 8:42 PM
To: (b)(6)
Cc: (b)(6)
Subject: FW: URGENT: CODIV-19 Request for Quote Coronavirus Test Kits

Hello (b)(6)

I believe the 2 Forms requested was sent yesterday along with your colleague Kimberly.

Please see the attachments above.

Also sending the bank information requested in the new email

All the Best

Daniel Kim

From: Daniel Kim(KimWooSung)
Sent: Thursday, April 02, 2020 10:16 AM
To: (b)(6)
Cc: Coakley, Kimberly; (b)(6)
Subject: RE: URGENT: CODIV-19 Request for Quote Coronavirus Test Kits

Good Afternoon (b)(6)

Sending the W9 form and the SF 3881 ACH from as much as possible.

As we are a Korean Corporation, there are some differences in the company information, such as EIN number and C Corp information.

We are considered a C corp here in Korea, but as overseas we are labeled as a CO LTD.

Our Business Registrations (EIN) number is (b)(4)

If there is any more information please let me know

All the Best

Daniel Kim

From: (b)(6)
Sent: Thursday, April 02, 2020 9:22 AM
To: Daniel Kim(KimWooSung)
Cc: Coakley, Kimberly; (b)(6)
Subject: RE: URGENT: CODIV-19 Request for Quote Coronavirus Test Kits

Good Morning Daniel,

Please complete the attached forms and return back as soon as possible. Thank You

(b)(6)

Contract Specialist
Incident Support Section
Department of Homeland Security/FEMA
DHS/FEMA/MS/OCPO/AOD/ISS

(b)(6)

From: Daniel Kim(KimWooSung) (b)(6)
Sent: Wednesday, April 1, 2020 7:54 PM

To: (b)(6)
Cc: Coakley, Kimberly <(b)(6)>
(b)(6)
Subject: RE: URGENT: CODIV-19 Request for Quote Coronavirus Test Kits

Hello (b)(6)

My name is Daniel Kim, and I am a college graduate at OSANG Healthcare.

I have registered our company into SAM, and have acquired the D-U-N-S Number as requested below.

Your D-U-N-S Number is (b)(4)
for
OSANG HEALTHCARE Co., Ltd.
132 Anyangcheondong-ro, Donga
Anyang, Gyeonggi, 14040
KOREA (REPUBLIC OF)

If there is further inquiries or information you need, please contact me at any time, and I will get back to you as soon as possible.

All the Best

Daniel Kim

From: (b)(6)
Sent: Thursday, April 02, 2020 8:07 AM
To: (b)(6)
Cc: Coakley, Kimberly; (b)(6) Daniel Kim(KimWooSung)
Subject: RE: URGENT: CODIV-19 Request for Quote Coronavirus Test Kits

Good Morning (b)(6)

In order to award this purchase order, you'll need to register in SAM and obtain a DUNS number. Please so do as soon as possible so I can start the award. Thank You

<https://www.dnb.com/>

<https://sam.gov/SAM/>

(b)(6)
Contract Specialist
Incident Support Section

Department of Homeland Security/FEMA
DHS/FEMA/MS/OCPO/AOD/ISS

(b)(6)

From (b)(6)

Sent: Wednesday, April 1, 2020 6:59 PM

To (b)(6)

Cc: Coakley, Kimberly (b)(6)

(b)(6)

Subject: RE: URGENT: CODIV-19 Request for Quote Coronavirus Test Kits

Dear (b)(6)

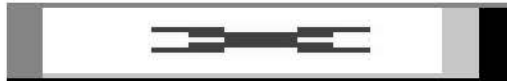
Please find the attached quotation. And we don't have DUNS #.
If you need our business number in Korea, you can find it in the quotation.

If you need further request, feel free to contact me.

Thank you!

Best regards,

(b)(6)



1

OSANG Healthcare Co., Ltd.

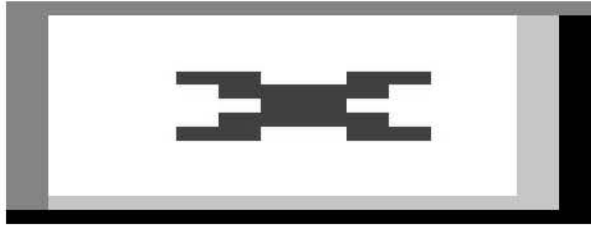
(b)(6)

Director | Head of Business Planning Division

2 (b)(6)

6 132 Anyangcheondong-ro, Dongan-gu, Anyang-si, Gyeonggi-do, 14040, Korea

7 www.osanghc.com 365f www.365healthcare.co.kr



9

From: (b)(6)
Sent: Thursday, April 02, 2020 3:37 AM
To: (b)(6)
Cc: Coakley, Kimberly
Subject: URGENT: CODIV-19 Request for Quote Coronavirus Test Kits
Importance: High

Good Afternoon (b)(6)

Attached please see the COVID 19 Test kits Statement of Work (SOW) and SOW Quantities Spread Sheet and provide a quote by 3:30pm EST today April 1, 2020. This is request is urgent and needs to be awarded today. Please note the award will be subject to the availability of funding.

Thank You

(b)(6)
Contract Specialist
Incident Support Section
Department of Homeland Security/FEMA
DHS/FEMA/MS/OCPO/AOD/ISS

(b)(6)

Sender:	Daniel Kim(KimWooSung) (b)(6)
Recipient:	<div>(b)(6)</div> <div>Coakley, Kimberly </o=ExchangeLabs/ou=Exchange Administrative Group</div> <div>(b)(6)</div>
Sent Date:	2020/04/03 21:46:43
Delivered Date:	2020/04/03 21:47:12

From:	(b)(6)	(b)(6)
	(b)(6)	
To:	Coakley, Kimberly </o=ExchangeLabs/ou=Exchange Administrative Group (b)(6)>	
CC:	Daniel Kim(KimWooSung) <(b)(6)>	
Subject:	RE: URGENT: CODIV-19 Request for Quote Coronavirus Test Kits	
Date:	2020/04/03 22:19:42	
Priority:	Normal	
Type:	Note	

Dear Kimberly,

It is nice speaking to you on the phone.

As we discussed,

FEMA can either have someone at our factory to pick up your order

OR We, Osang Healthcare, can domestically delivery to any designated airport located in Korea.

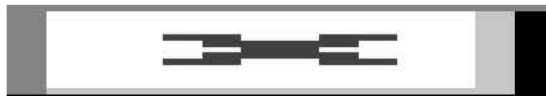
As you said, please let us know which airport in Korea it would be where we need to delivery your order for the FEMA pick up.

Please also let us know estimated turnaround time from the pick-up airport all the way to destination

and also, if you plan to use reefer containers or a regular forwarder/cargo airplane without the reefer container so we can best pack your order accordingly.

Best regards,

(b)(6)



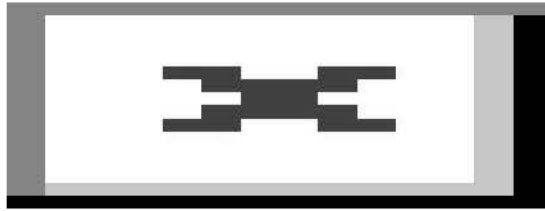
1

OSANG Healthcare Co., Ltd.

(b)(6) **Team Leader** | **Business Team / North&South America**

2 (b)(6)

6 132 Anyangcheondong-ro, Dongan-gu, Anyang-si, Gyeonggi-do, 14040, Korea



9

From: (b)(6)
Sent: Saturday, April 04, 2020 9:28 AM
To: Daniel Kim(KimWooSung); Coakley, Kimberly
Cc: (b)(6)
Subject: RE: URGENT: CODIV-19 Request for Quote Coronavirus Test Kits

Daniel,

Where will you deliver the tests for FEMA pickup?

(b)(6)

Contract Specialist
Incident Support Section
Department of Homeland Security/FEMA
DHS/FEMA/MS/OCPO/AOD/ISS

(b)(6)

From: Daniel Kim(KimWooSung) (b)(6)

Sent: Friday, April 3, 2020 9:05 AM

To: Coakley, Kimberly (b)(6)

(b)(6)

Subject: RE: URGENT: CODIV-19 Request for Quote Coronavirus Test Kits

Hello Ms. Coakley!

Thank you for the update. That helps us a lot. Please sent us another PO with the appropriate amount and conditions as sent with our quotation (b)(6) has sent you.

Please let me know if you have any questions.

All the Best
Daniel Kim

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: "Coakley, Kimberly" (b)(6)

Date: 4/3/20 9:11 PM (GMT+09:00)

To: "Daniel Kim(KimWooSung)" (b)(6)

(b)(6)

Subject: RE: URGENT: CODIV-19 Request for Quote Coronavirus Test Kits

Good Morning Mr, Kim,

I am confirming that FEMA will be picking up all test kits from S. Korea. No shipping cost will be required.

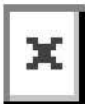
Could you please sign the revised contract without the (b)(4) shipping cost. Please call me at (b)(6)

(b)(6) if you have any questions

Thank you,

Kimberly Coakley
Contracting Officer
Incident Support Section
Department of Homeland Security/FEMA
DHS/FEMA/MS/OCPO/AOD/ISS

(b)(6)



From: Daniel Kim(KimWooSung) <(b)(6)>

Sent: Friday, April 3, 2020 7:33 AM

To: (b)(6)

(b)(6)

(b)(6)

>; Coakley, Kimberly

(b)(6)

Subject: RE: URGENT: CODIV-19 Request for Quote Coronavirus Test Kits

Hello (b)(6)

The (b)(4) seems right as we were going to process the shipping. And with shipping included (b)(4) of the price everything seem to be in order.

Will FEMA provide shipping cost or planning on proceeding with EXW.

Which in case all palleting info will be provided early monday morning.

All the best

Daniel Kim

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From (b)(6)

Date: 4/3/20 8:30 PM (GMT+09:00)

To: "Daniel Kim(KimWooSung)" <(b)(6)>

(b)(6)

<(b)(6)> "Coakley, Kimberly"

Subject: RE: URGENT: CODIV-19 Request for Quote Coronavirus Test Kits

Good Morning Daniel,

Please provide the below ASAP, thanks

1. Please provide, DIMS/WEIGHT/HEIGHT/ can the pallets be stacked/how many pallets?:

(b)(6)

Contract Specialist

Incident Support Section

Department of Homeland Security/FEMA
DHS/FEMA/MS/OCPO/AOD/ISS

(b)(6)

From: Daniel Kim(KimWooSung) (b)(6)

Sent: Friday, April 3, 2020 3:53 AM

To: (b)(6)

Cc: (b)(6)

(b)(6)

Coakley, Kimberly

(b)(6)

Subject: RE: URGENT: CODIV-19 Request for Quote Coronavirus Test Kits

Hello (b)(6)

Sending over the Signed CO1 PO for FEMA

The Shipment will be ready to Ship VIA DHL with temperature controlled environment effectively on April 10th.

The Estimated Time Arrival will be on (b)(4) as mentioned in the PO.

We have 2 questions if you would be so kind as to answer.

1. Does the (b)(4) test include the freight cost for the product?
2. Does FEMA plan on wire transferring any percentage of the funds in advance?

I will provide all appropriate Shipping DOCs with COA and a BL as soon as it is available.

Our company is very honored to be working with FEMA and helping the American People.

We are increasing our Capacity every day and can send more than the requested quantity above.

If you have any more inquiries please contact me, as I am available 24/7.

All the Best

Daniel Kim

From: (b)(6)

Sent: Friday, April 03, 2020 1:32 PM

To: Daniel Kim(KimWooSung)

Cc: (b)(6)

(b)(6)

Coakley, Kimberly (b)(6)

Subject: RE: URGENT: CODIV-19 Request for Quote Coronavirus Test Kits

Good Afternoon,

Please see the Purchase order for signature and return by 3PM (GMT). Thank You

(b)(6)

Contract Specialist
Incident Support Section
Department of Homeland Security/FEMA
DHS/FEMA/MS/OCPO/AOD/ISS

(b)(6)

Duplicate

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER WN02971Y2020T		PAGE OF 1 16	
2. CONTRACT NO. 70FB7020P00000020		3. AWARD/ EFFECTIVE DATE 04/03/2020		4. ORDER NUMBER		5. SOLICITATION NUMBER	
6. SOLICITATION ISSUE DATE		7. FOR SOLICITATION INFORMATION CALL: (b)(6)		b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY FEMA HQ FEDERAL EMERGENCY MANAGEMENT AGENCY OFFICE OF CHIEF PROCUREMENT OFFICE 500 C STREET SW 3RD FLOOR WASHINGTON DC 20472		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS INCLUSION PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 423450 SIZE STANDARD: 100		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		15. DELIVER TO FEMA HEADQUARTERS 500 C STREET SW WASHINGTON DC 20472	
16. ADMINISTERED BY FEMA HQ FEDERAL EMERGENCY MANAGEMENT AGENCY ACQUISITION MANAGEMENT 500 C STREET SW 3RD FLOOR WASHINGTON DC 20472		17a. CONTRACTOR/OFFEROR OSANG HEALTHCARE CO LTD 132 ANYANGCHEONDONG-RO DONGAN-GU GYEONGGI ANYANG 14040		17b. PAYMENT WILL BE MADE BY FEMA FINANCE CENTER FEMA FINANCE CENTER PO BOX 9001 WINCHESTER VA 22604		18a. CODE FEMA HQ	
19. TELEPHONE NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA 2020-06-7220SU-4400--2664		26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$3,004,500.00	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA		28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.		29. AWARD OF CONTRACT: OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR (b)(6)		30b. NAME AND TITLE OF SIGNER (Type or print) Dong Hyun Lee / CEO		30c. DATE SIGNED 04/06/2020		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Kimberly A. Coakley	
31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED		32. AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE		STANDARD FORM 1449 (REV. 2/2012) Prescribed by GSA - FAR (48 CFR) 53.212	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Period of Performance: 04/03/2020 to 04/15/2020 (b)(4) OSANG Coronavirus Test Kits Product/Service Code: 6545 Product/Service Description: REPLENISHABLE FIELD MEDICAL SETS, KITS, AND OUTFITS Ship to Address: (b)(4) Life Science Logistics 8901 Snowden River Pkwy #150 Columbia, MD 21046 POC: (b)(6)	(b)(4)			3,000,000.00
0002	Shipping Costs Product/Service Code: 6545 Product/Service Description: REPLENISHABLE FIELD MEDICAL SETS, KITS, AND OUTFITS Ship to Address: Life Science Logistics 8901 Snowden River Pkwy #150 Columbia, MD 21046 POC: (b)(6) Continued ...	(b)(4)			4,500.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

NAME OF OFFEROR OR CONTRACTOR
OSANG HEALTHCARE CO LTD

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)



TERMS AND CONDITIONS

70FB7020P00000020

52.212-4 Contract Terms and Conditions - Commercial Items. (JAN 2017)

Addendum to 52.212-4

Contract Administration: The U.S. Department of Homeland Security, Federal Emergency Management Agency will perform all contract administration. Communications pertaining to contractual administrative matters shall be addressed to the Contracting Officer (CO) listed below. Changes in, or deviations from, the terms and conditions of the contract shall not be effected without written modification to the order as executed by a FEMA Contracting Officer.

The Government Officials assigned to this contract are as follows:

Administrative Contracting Officer:

Name: Kimberly Coakley

Email: (b)(6)

Contract Specialist

Name: (b)(6)

Email:

Contracting Officer's Representative/Invoicing Approval:

Name: (b)(6)

Email:

CONTRACTING OFFICERS REPRESENTATIVE

The Contracting Officer may designate a Contracting Officers Representative (COR) to assist in monitoring the work under this contract. The COR is responsible for the technical administration of the contract and technical liaison with the Contractor. The COR IS NOT authorized to change the scope of work or specifications as stated in the contract and in any Task Order, to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, delivery schedule, period of performance, or other terms or conditions.

The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this contract shall not be construed to authorize the revision of the terms and conditions of this contract and any Task Orders issued. The Contracting Officer shall authorize any such revision in writing.

Invoice Procedures

The contractor shall submit an invoice(s) upon delivery and acceptance of all supplies or services as specified in the Price/Cost Schedule.

Contractors shall submit vouchers electronically in pdf format to the FEMA Finance Center at FEMA-Finance-Vendor-Payments@fema.dhs.gov, and

Contractors shall also submit an electronic pdf copy to FEMA COR or program person if a COR is not designated at their email address.

The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor. Paper vouchers mailed to the finance center will not be processed for payment. If the Contractor is unable to submit a payment request in electronic form, the contractor shall submit the payment request using a method mutually agreed to by the



Contractor, the Contracting Officer, and the payment office.

Invoices shall be submitted as follows: Contractors shall use Standard Form (SF) 1034 (Public Voucher for Purchases and Services Other Than Personal) and SF 1035 (Continuation Sheet) when requesting payment for supplies or services rendered. Both forms are located at <http://www.gsa.gov/portal/forms/type/SF>. Suitable self-designed forms (contractor invoice forms) may be submitted instead of the SF 1035 as long as they contain the information required.

The voucher must provide a description of the supplies or services, by line item (if applicable), quantity, unit price, and total amount. The item description, unit of measure, and unit price must match those specified in the contract. Invoices that do not match the line item pricing in the contract will be considered improper and will be returned to the Contractor. The Contractor shall not be paid more frequently than on a monthly basis.

SF 1034 and 1035 instructions:

SF 1034 – Public Voucher for Purchases and Services Other than Personal

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) U.S. Department, Bureau, or establishment and location insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) Date Voucher Prepared - insert date on which the public voucher is prepared and submitted.
- (3) Contract/Delivery Order Number and Date - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) Requisition Number and Date - leave blank.
- (5) Voucher Number - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) Schedule Number; Paid By; Date Invoice Received - leave blank.
- (7) Discount Terms - enter terms of discount, if applicable.
- (8) Payee's Account Number - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) Payee's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) Shipped From; To; Weight Government B/L Number - insert for supply contracts.
- (11) Date of Delivery or Service - show the month, day and year, beginning and ending dates of supplies or services delivered.
- (12) Articles and Services - insert the following: "For detail, see Standard Form 1035" OR "For detail, see contractor invoice form".
- (13) Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official) (Title)

(14) Amount - insert the amount claimed for the period indicated in (11) above. This amount should be transferred from the total per the SF 1035 Continuation Sheet or contractor invoice form.

(15) SF 1035 – Continuation Sheet

The SF 1035 will be used to identify the specific item description, quantities, unit of measure, and prices for each category of deliverable item or service. Suitable self-designed forms (contractor invoice form)



may be submitted instead of the SF 1035 as long as they contain the information required.

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

U.S. Department, Bureau, or Establishment - insert the name and address of the servicing finance office.

Voucher Number - insert the voucher number as shown on the Standard Form 1034.

Schedule Number - leave blank.

Sheet Number - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.

Number and Date of Order - insert payee's name and address as in the Standard Form 1034.

Articles or Services - insert the contract number as in the Standard Form 1034, and description.

Quantity; Unit Price - insert for supply contracts.

Amount - insert the total quantities contract value, and amount and type of fee payable (as applicable). A summary of claimed current and cumulative goods and services delivered and accepted to date. -

Invoices shall include an itemization of all goods and services delivered and accepted for the period by item and by CLIN. Each invoice shall include sufficient detail to identify goods and services as compared

ELECTRONIC FUNDS TRANSFER (EFT) INFORMATION

1. To receive payment, the contractor shall submit their EFT information to the Government. EFT information may be submitted by EFT form, through System for Award Management (SAM), or on invoice. Failure to provide the EFT information or failure to notify the Government of changes to this EFT information may result in delays in payments and/or rejection of the invoice in accordance with the Prompt Payment clause of this contract. EFT forms may be submitted directly to the FEMA Finance Center at FEMA-Finance-RecordsMaintenance@fema.dhs.gov, or to the Contracting Office.

2. If submitting EFT information on invoice/voucher, the following EFT information should be submitted:

(a) Routing Transit Number (RTN) - The contractor shall provide the current 9-digit RTN of the payee's bank

(b) Payee's account number

(c) Contractor's Tax Identification Number (TIN)

(The EFT information submitted must be that of the contractor unless there is an official Assignment of Claims on file with the payment office.)

If at any time during the term of this contract, the contractor changes any EFT information, (i.e. financial agent, RTN, account number, etc.) the new EFT information must replace the old EFT information on subsequent invoices submitted under this contract, through SAM, or by submission of a new EFT form.

INVOICE APPROVAL (JUN 2014)

The following FEMA individual (in addition to the Contracting Officer) is hereby delegated authority to accept goods and services and to review and approve invoices for this contract:

Authorized Invoice Approver

Name: (b)(6)

Email:

DEFECTIVE OR IMPROPER INVOICES (JUN 2014)

Name, title, phone number, and email of officials of the business concern who are to be notified when the Government receives an improper invoice.



52.223-5 Pollution Prevention & Right-to-Know Information (May 2011)

52.223-6 Drug-Free Workplace. (MAY 2001)

52.223-10 Waste Reduction Program. (MAY 2011)

52.229-3 Federal, State, and Local Taxes. (FEB 2013)

52.233-2 Service of Protest. (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from 500 C Street Washington, DC 20742

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

(End of provision)

52.233-3 Protest after Award. (AUG 1996)

52.242-13 Bankruptcy. (JUL 1995)

52.246-2 Inspection of Supplies - Fixed-Price. (AUG 1996)

52.246-16 Responsibility for Supplies. (APR 1984)

52.247-34 F.o.b. Destination. (NOV 1991)

52.249-2 Termination for Convenience

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

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

(End of clause)

3052.212-70 Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items. (SEP 2012)

As prescribed in (HSAR) 48 CFR 3012.301, insert the following clause:

CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF
COMMERCIAL ITEMS (SEP 2012)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) *Provisions.*



- ☐ 3052.209-72 Organizational Conflicts of Interest.
- ☐ 3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.
- ☐ 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protege Program.

(b) *Clauses.*

- ☐ 3052.203-70 Instructions for Contractor Disclosure of Violations.
 - ☐ 3052.204-70 Security Requirements for Unclassified Information Technology Resources.
 - ☐ 3052.204-71 Contractor Employee Access.
 - ☐ Alternate I
 - ☐ 3052.205-70 Advertisement, Publicizing Awards, and Releases.
 - ☐ 3052.209-73 Limitation on Future Contracting.
 - ☐ 3052.215-70 Key Personnel or Facilities.
 - ☐ 3052.216-71 Determination of Award Fee.
 - ☐ 3052.216-72 Performance Evaluation Plan.
 - ☐ 3052.216-73 Distribution of Award Fee.
 - ☐ 3052.217-91 Performance. (USCG)
 - ☐ 3052.217-92 Inspection and Manner of Doing Work. (USCG)
 - ☐ 3052.217-93 Subcontracts. (USCG)
 - ☐ 3052.217-94 Lay Days. (USCG)
 - ☒ 3052.217-95 Liability and Insurance. (USCG)
 - ☐ 3052.217-96 Title. (USCG)
 - ☐ 3052.217-97 Discharge of Liens. (USCG)
 - ☐ 3052.217-98 Delays. (USCG)
 - ☐ 3052.217-99 Department of Labor Safety and Health Regulations for Ship Repair. (USCG)
 - ☐ 3052.217-100 Guarantee. (USCG)
 - ☐ 3052.219-70 Small Business Subcontracting Plan Reporting.
 - ☐ 3052.219-71 DHS Mentor Protege Program.
 - ☐ 3052.228-70 Insurance.
 - ☐ 3052.228-90 Notification of Miller Act Payment Bond Protection. (USCG)
 - ☐ 3052.228-91 Loss of or Damage to Leased Aircraft. (USCG)
 - ☐ 3052.228-92 Fair Market Value of Aircraft. (USCG)
 - ☐ 3052.228-93 Risk and Indemnities. (USCG)
 - ☐ 3052.236-70 Special Provisions for Work at Operating Airports.
 - ☒ 3052.242-72 Contracting Officer's Representative.
 - ☐ 3052.247-70 F.o.B. Origin Information.
 - ☐ Alternate I
 - ☐ Alternate II
 - ☐ 3052.247-71 F.o.B. Origin Only.
 - ☒ 3052.247-72 F.o.B. Destination Only.
- (End of clause)

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items. (JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements



or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

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

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

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

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

☐ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

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

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C). ☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).

☐ (10) (Reserved)

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

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

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

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) (Reserved)

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).



☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).

☒ (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).

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

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

☐ (iv) Alternate III (NOV 2016) of 52.219-9.

☐ (v) Alternate IV (NOV 2016) of 52.219-9.

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

☐ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

☒ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

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

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

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

☒ (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

☒ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).

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

☒ (28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

☒ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).



[X] (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

[X] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[X] (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

[] (ii) *Alternate I* (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

[X] (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[] (35) (Removed)

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

[] (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

[] (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (ii) *Alternate I* (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[X] (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

[] (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

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

[] (ii) *Alternate I* (OCT 2015) of 52.223-13.

[] (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) *Alternate I* (JUN 2014) of 52.223-14.

[X] (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

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

[] (ii) *Alternate I* (JUN 2014) of 52.223-16.

[X] (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

[] (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

[] (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

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

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

☒ (48) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).

☒ (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.

☒ (50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☐ (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

☐ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (57) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (58) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☒ (60) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(12)).

☐ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☐ (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to



commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

- ☐ (1) 52.222-17, Non-displacement of Qualified Workers (MAY 2014) (E.O. 13495).
- ☒ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- ☐ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ☐ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- ☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- ☐ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
- ☐ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- ☐ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).
- ☐ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.



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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

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

(iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Non-displacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

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

(vii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

(xiii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xiv) (Removed)

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.



(xv) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

(xx) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.243-1 Changes-Fixed-Price. (Aug 1987)

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

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

(2) Method of shipment or packing.

(3) Place of delivery.

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

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

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

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

52.249-8 Default (Fixed-Price Supply and Service) (Apr 1984)

(a)



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

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

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other provisions of this contract (but see paragraph (a)(2) of this clause).

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

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

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

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

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

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

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

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

(End of clause

