

1. DESCRIPTION/SPECS/WORK STATEMENT:

a. The Contractor shall provide technicians for fireworks, transportation, and equipment, and shall perform the service for the fireworks provided in accordance with (IAW) the terms and conditions described herein.

b. The fireworks shall be produced IAW quality standards used by the industry for fireworks formula approved by the Government of the Republic of Korea (ROK), National Fire Protection Association (NFPA).

c. The Contractor shall follow Safety SOP for Fireworks, Osan Air Base.

d. The Contractor and base representative will obtain a Burn Permit from the Osan Fire Dept on or about 2 July 2024.

2. PACKAGING AND MARKING: Commercial explosives must be packaged in the original shipping container. The Contractor shall ensure safe delivery of supplies to the destination free from damage in appearance or quality during transit and preserve the materials in the same condition until the final installation and acceptance.

3. INSPECTION AND ACCEPTANCE:

a. Inspection: The NAFI Custodian or his/her authorized representative(s) will inspect materials delivered at the delivery point before installation. In-process inspection for installation of services work is performed by the NAFI Custodian or his/her authorized representative(s).

b. Acceptance: The final acceptance is made by the NAFI Custodian or his/her authorized representative(s) after assurance of satisfactory contract performance in compliance with the contract terms, conditions, and technical requirements.

c. Deduction: Payment will be deducted from the contract if there are damaged items or not performing fireworks after counting the final inspection when all fireworks are finalized.

4. DELIVERY OR PERFORMANCE:

a. Scope of Services:

(1) The NAFI Custodian or his/her representative(s) will escort the Contractor for the total performance of this contract while on the military installation.

(2) The Contractor shall contact the following point of contact (POC) or alternate designated representative for coordinating the fireworks display in detail:

POC is MSgt Gretchen Sarmiento., 0505-784-9166 (Comm), 784-9166 (Mil).

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and alternate POCs are Ms. Doris Castro, 0505-784-2016 (Comm), 784-2016 (Mil), and Ms. Kwon, Ho Son, 0505-784-8487 (Comm), 784-8487 (Mil).

(3) Upon contacting POC, the Contractor will be escorted at 0600 on 4 July 2024 to Osan Air Base, Morin Gate, and returned at the completion of the requirement.

(4) The Contractor shall have fireworks displays set up by 1800 on the performance date.

(5) The Contractor shall contact the NAFI Custodian or his designated representative(s) for coordinating the fireworks display.

(6) Rescheduling/cancellation of fireworks display (inclement weather):

- i. In the event of base weather's notification by 1700 on 3 July 2024, a determination by 51 FSS/CC as to cancellation/rescheduling the display will be made. The NAFI is not responsible for payment.
- ii. In the event of base weather's notification after 1700 on 3 July 2024 and before 0600, 4 July 2024, a determination by 51 FSS/CC as to cancellation/rescheduling the display will be made. The contractor will receive payment of NTE W4,000,000.
- iii. In the event of base weather's notification after 0600 on 4 July 2024, a determination by the 51 FSS/CC will be made to cancellation/rescheduling the display will be made. The contractor will receive payment of NTE W15,000,000.

(7) The fireworks display shall not be conducted if the wind velocity is more than 20 miles per hour. Explosives shall be stored in a manner and location which is secure from fire, accidental discharge, and theft.

(8) No open flames, matches, or smoking shall be permitted within the area.

(9) Explosive items shall be covered with non-flammable materials during the fireworks display.

(10) If base weather notifies the event coordinator of lightning, the site will be evacuated.

(11) The fireworks displayed shall be designed to be over fifteen (15) minutes in duration, to be displayed and approved by the Community Programming & Recreation (CP&R) Office.

(12) The Contractor shall pick up as much of the fireworks debris from the area as possible. A piece of the contractor's equipment is a special water container to place any found duds in. The water acts to separate the wick from the fireworks. Should any duds be found the following morning the contractor will return to the base upon request to

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diffuse any duds not located the previous evening. The contractor will remove disabled fireworks from the base.

b. Performance Location, Date, and Time:

(1) The location, date, and time for the fireworks display are specified as follows:

<u>Date/Time</u>	<u>Location (Setup Site)</u>
2100 on 4 July 2024	Between two Flight Lines

(2) The Contractor shall contact the POC for the time not specified in detail.

c. Required Supplies and Services:

(1) The Contractor shall provide materials, tools, labor, equipment, and supervision except as otherwise specified herein and conduct the fireworks display at the time and place as specified herein.

(2) The Community Programming and Recreation (CP&R) Office will aid and support to the Contractor to facilitate the fireworks display and to ensure safety.

d. Receiving Officer: The NAFI Custodian or his/her authorized representative(s) is the receiving officer for receipt of supplies and services delivered herein.

e. Contractor Notice Regarding Late Performance: In the event the Contractor encounters difficulty in meeting performance requirements or when it anticipates difficulty in complying with the contract performance schedule or date, the Contractor shall immediately notify the Contracting Officer, giving pertinent details. However, this shall be considered informational only and this provision shall not be construed as a waiver by the Fund of delivery schedules or dates or of rights or remedies provided by law or under this contract.

f. Cancellation: In case of cancellation of the contract due to reasons beyond the Fund's control, e.g., acts of God or war, the following rules shall apply.

5. CONTRACT ADMINISTRATION DATA:

a. Consideration and Payment: In consideration for the performance accepted hereunder the NAF Accounting Office will make payment to the Contractor via Electronic Funds Transfer (EFT). The NAF Accounting Office will make payment fifteen (15) days after receipt of invoice(s) and receiving report(s) and a copy of the payment certificate.

b. Submission of Invoices: Invoices for payment in three (3) copies (one copy shall be marked "Original") shall be submitted to the following address:

AFPC/SVTEA (Accounts Payable)
2261 Hughes Ave, Suite #156

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Lackland AFB, TX 78236-9852
Fax: (210) 395-7720/ ap.invoices@afsv.net

6. SPECIAL CONTRACT REQUIREMENTS:

a. Motor vehicles shall be operated and maintained IAW applicable paragraphs of USFK Regulation 190-1 (Copies of which may be seen at the Security Forces Squadron) when such motor vehicles are operated on a United States (US) Government Installation.

b. The Contractor shall ensure that personnel show legal identification documents recognized by the ROK and US Governments to POC concerned. The Contractor shall provide information on the vehicles(s) and personnel identification to allow for proper clearances to perform services on the installation. This shall be accomplished by 4 June 2024.

c. The Contractor's firing crew shall be professional workers in the field and possess appropriate licenses required under local and United States government laws and regulations. The appropriate licenses will be provided to POCs mentioned above once contract is awarded. The crew supervisor shall be required to speak and understand English.

d. The Contractor will supply Safety Data Sheets (SDS) for every type of firework to be utilized during the firework show to the POCs listed above.

e. The Community Programming & Recreation Office will provide overall safety supervision to ensure that adequate safety measures are taken, and the display shall not cause hazards to personal safety during the fireworks display.

f. The Security Forces Squadron will provide sufficient personnel for traffic and crowd control and security of the area during the fireworks display.

g. FSS personnel will escort the Contractor vehicles transporting fireworks and personnel from and to the gates with the POC.

h. The Fire Marshall is responsible for the fire prevention effort and fire crew placement at strategic positions (Fireworks storage, POL, etc.). Fire trucks and necessary equipment will be made available during the fireworks display in close coordination with the local District Fire Department.

i. Liability insurance coverage, both bodily injury and property damage, shall be required by the Contractor; proof will be provided to the POC once contract is awarded.

j. The Medical Group will provide an ambulance with medical personnel at the fireworks display location at the specified time.

k. The Contractor shall mark vehicles to indicate that explosive items are being transported.

7. Material and Itemized list:

See attached itemized list.

8. CONTRACT CLAUSES. The contract clauses identified in Nonappropriated Fund Standard Clauses Supply and Service Contract are hereby incorporated in full text and made a part of this purchase order.

9. Safety and Insurance.

The Contractor shall, at its own expense, provide and maintain, during the entire performance period of this contract, insurance coverage at least meeting the minimum requirements established by applicable state and local regulations and laws for the risks associated with the services to be provided under this contract. In no event shall the coverage be less than the minimum requirements. The Contractor shall be fully responsible to the NAFI for errors and omissions of its associates and subcontractors under this contract. Prior to commencing performance under the contract, the Contractor shall furnish the Contracting Officer with a current certificate of insurance.