

## 1. SCOPE OF WORK

The US Embassy in Santo Domingo is requiring the cleaning services for the Housing Complex Los Bambues.

All standard services are to be delivered on regular, non-holiday weekdays. The sites include:

<b>Facility</b>	<b>Location</b>	<b>Square Meters</b>
Los Bambues	<b>Avenida Los Bambues, Arroyo Hondo</b>	6247

The Government may, but is not obligated to, request temporary additional services at:

<b>Facility</b>	<b>Location</b>
Los Bambues	<b>Avenida Los Bambues, Arroyo Hondo</b>

### 1.1 General Instructions

The Contractor shall prepare general instructions for the work force. The instructions must include guidance on the proper way to clean any special surfaces in the buildings. The Contracting Officer's Representative must approve these general instructions before they are issued to the work force.

### 1.2 Duties and Responsibilities

1.2.1 All standard services shall be performed during the following working hours and days: **8:00am to 5:00pm Monday to Friday and from 8:00am to 1:00pm Saturdays and Sundays**, excluding local and U.S. holidays, distributed in a 44 hour workday per employee. Certain areas to be cleaned require an escort and can only be entered during scheduled times.

1.2.2. The Contractor shall schedule routine cleaning requirements to ensure that these are done in the order and time frame that are most efficient and have the least impact on normal operations. They are to be performed on a daily basis.

1.2.3. The Contractor shall schedule periodic cleaning requirements so that it causes minimal disruption to the normal operation of the facility. The COR shall determine whether the schedules presented meet the needs of the individual facility.

1.2.4. Temporary Additional Services shall support special events. The Contractor shall provide these services in addition to the scheduled services specified in this contract. The COR shall order these services on an as needed basis. This work shall be performed by Contractor trained employees, and shall not be subcontracted. The COR may require the Contractor to provide temporary additional services with 24 hour advance notice.

### **1.3 Types of Services**

Standard Services shall include the following work:

#### **1.3.1 Daily Cleaning Requirements shall consist of:**

1.3.1.1 Sweeping all floor areas including damp mopping and/or using the floor buffer to clean areas such as tile, linoleum, marble floors, staircases and public areas. Floors shall be free of dust, mud, sand, footprints, liquid spills, and other debris. Chairs, trash receptacles, and easily moveable items shall be tilted or moved to clean underneath. The frequency may be higher than once per day when it is rainy. When completed, the floor and halls shall have a uniform appearance with no streaks, smears, swirl marks, detergent residue, or any evidence of remaining dirt or standing water.

1.3.1.2 Dusting and cleaning all furniture including desks, chairs, credenzas, computer tables, telephone tables, bookshelves with or without glass doors, coat racks, umbrella stands, pictures, maps, telephones, computers and CRT screens, lamps and other common things found in an office environment. All furniture shall be free of dust, dirt, and sticky surfaces or areas.

1.3.1.3 Thorough cleaning of toilets, bathrooms, mirrors, and shower facilities, using suitable non-abrasive cleaners and disinfectants. All surfaces shall be free of grime, soap scum, mold, and smudges. The Contractor shall refill paper towels, toilet paper, and soap in all bathrooms. The Contractor shall check those areas used by personnel visiting Los Bambues several times daily to ensure that the facilities are always clean and neat. All bathrooms shall be inspected and refilled before completing the workday. The COR shall provide the checklist in the event the contractor does not have one. The Gym and the pool bathrooms shall be cleaned daily several times, specially during peak hours, in the morning, lunch and end of workday. The contractor shall report to the COR of any situation encountered in the bathrooms that may have been caused by the users. A daily log checklist shall be completed every day to ensure the cleanness of the bathrooms. The Compound Access Control (CAC) bathrooms shall be inspected frequently and deep clean daily a minimum of twice a day.

1.3.1.4 Removing any grease marks or fingerprints from walls, doors, door frames, radiators, windows and window frames, glass desk protectors, reception booths and partitions.

1.3.1.5 Sweeping debris from walkways and driveways and hose cleaning them during appropriate climatic and water use conditions.

1.3.1.6 Cleaning glazed doors and walls (tempered glass) in Los Bambues CAC's, Service buildings and Community Center. Indoor and outdoor.

1.3.2 Weekly Cleaning Requirements shall consist of:

1.3.2.1 Polishing all brass surfaces including door and window handles, plaques.

1.3.2.2 Dusting tops of tall furniture, tops of picture frames and areas not covered in daily dusting.

1.3.2.3 Spot cleaning baseboards and walls.

1.3.2.4 Spot waxing and polishing floors as needed.

1.3.2.5 Dusting window sills and blinds.

1.3.2.6 Weekly deep cleaning of the Gyms. Clean equipment, windows, blinds, bathrooms.

1.3.2.7 All water dispensers shall be cleaned and disinfected a minimum of once a week. The contractor is responsible for the water bottle replacement throughout the compound as needed.

1.3.2.8 Buffing the Floors. The Contractor shall buff and clean the floors of the Los Bambues Community Center and CAC's weekly. Floors shall be free of dust, mud, sand, footprints, liquid spills, and other debris. The COR may request for other areas when it is rainy.

1.3.3 Monthly Cleaning Requirements shall consist of:

1.3.3.1 Cleaning major appliances inside and out including vacuuming dust from around motor areas.

1.3.3.2 Wiping window blinds with a damp cloth to ensure that all smudges are removed.

1.3.3.3 Cleaning inside window glass and sash of smudges and accumulated dirt.

1.3.3.4 Moving all furniture and vacuuming or polishing the floor under the furniture as appropriate.

1.3.3.5 Sweeping and/or Damp Mopping the Concrete Floors. The areas area of Los Bambues maintenance buildings. The COR may request for other areas when it is rainy.

1.3.3.6 Moving all small furniture except bookshelves, filing cabinets, safes, or items that would require more than two people and vacuuming or polishing the floor under the furniture.

1.3.4 Quarterly Cleaning Requirements shall consist of:

1.3.4.1 Removing and washing window blinds.

1.3.4.2 Cleaning and sanitizing the bottled water and trash holding areas.

1.3.4.3 Dusting and wiping light fixtures and chandeliers. When completed, the light fixtures shall be free from bugs, dirt, grime, dust, and marks.

1.3.4.4 Power steam both of the Gym Rooms to minimize body odors and sweat. Dehumidify the area, to remove the smell.

1.3.4.5 Waxing all floors in Los Bambues Community Center and its CAC's

1.3.5 Semi-Annual Cleaning Requirements shall consist of:

1.3.5.1 Stripping wax coats, spot checking sealer coats, and completely reapplying wax coats.

1.3.5.2 Cleaning all chandeliers and light fixtures using appropriate methods to restore the original luster to the fixtures. This will include ensuring that all crystal reflectors are individually washed.

1.3.5.3 Clean all exterior light fixtures. They shall be free from cobwebs, bugs, dirt, grime, dust, and marks, bugs, debris, dust that may exist.

1.3.6 Annual Cleaning Requirements shall consist of:

1.3.6.1 Stripping wax coats and seal coats to the bare floor surface; cleaning the bare surface, and reapplying a seal coat. This work shall be coordinated with the COR and shall be done over the weekend.

## **2. MANAGEMENT AND SUPERVISION**

2.1 The Contractor shall designate a representative who shall be responsible for on-site supervision of the Contractor's workforce at all times. This supervisor shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The supervisor shall have sufficient English language skill to be able to communicate with members of the U.S. Government staff.

2.2 The Contractor shall maintain schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Embassy. For those items other than routine daily services, the Contractor shall provide the COR with a detailed plan as to the personnel to be used and the time frame to perform the service.

2.3 The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site on a regular basis. The Contractor shall coordinate these visits with the COR. These visits shall be surprise inspections to those working on the contract. A written report with the all the deficiencies encountered, the solutions provided and implementation plan shall be submitted to the COR after each visit. A minimum of two (2) inspections per month shall be performed under this contract.

2.4 The Contractor shall control overtime through efficient use of the work force. Individual work schedules shall not exceed 44 hours per week to preclude overtime being part of the standard services provided under the contract. Overtime may be necessary under Temporary Additional Services.

### 3. LOCATIONS FOR JANITORIAL SERVICES

The Contractor will provide janitorial services in the following areas:

Category	Approx. Area in Sq. Mtrs.	Description
<b>Un-Escorted Areas</b>		
Los Bambues community center	4961	Outdoor area
Los Bambues community center	445	Indoor area
Los Bambues Service CAC	17	Indoor & outdoor
Los Bambues Main CAC	56	Indoor area
Los Bambues Main CAC	512	Outdoor area
Los Bambues Maintenace buildigs	312	Indoor area

### 4. PERSONNEL

**4.1 General.** The Contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by Contractor employees at the site. The Contractor shall preserve peace and protect persons and property on site. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional costs to the Government.

#### **4.2 Standard of Conduct.**

4.2.1 Employee Behavior. All Contractor employees shall be courteous at all times, present credentials identifying themselves as employees of the company and refer any unresolvable questions to the Project Manager, who will consult with the COR.

The Contractor's employees shall not at any time carry a weapon either on their person or in a vehicle used for the move, smoke in the US Government facility or perform any work not specified in this contract.

4.2.2 Health. All Contractor employees shall be in good general health and practice personal hygiene;

4.2.3 Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR).

4.2.4 Neglect of duties shall not be condoned. The Contractor shall enforce no sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

4.2.5 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient Government operations.

4.2.6 Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.

4.2.7. Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following infractions:

- falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;
- unauthorized use of Government property, theft, vandalism, or immoral conduct;
- unethical or improper use of official authority or credentials;
- security violations; or,
- organizing or participating in gambling in any form.

4.2.8 Key Control. The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. The Contractor shall not duplicate keys without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from this contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system.

### **4.3. Notice to the Government of Labor Disputes**

The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.

### **4.4. Personnel Security**

4.4.1 Ten days after contract award, the Contractor shall provide the following list of data on each employee who will be working under the contract. The Contractor shall include a list of workers and supervisors assigned to this project. The Government will run background checks on these individuals. For each individual the list shall include:

- Full Name
- Place and Date of Birth
- Current Address
- Cedula number

**4.5 The Government shall issue identity cards to Contractor personnel**, after they are approved. Contractor personnel shall display identity card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the U.S. Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

## 5. MATERIALS AND EQUIPMENT

The Contractor shall provide all necessary cleaning supplies and equipment to perform the work identified in this contract. Refer to Attachment 2 for a list of the minimum materials, equipment, supplies and work clothing to be supplied.

## 6. GOVERNMENT FURNISHED PROPERTY/EQUIPMENT

**6.1 The Contractor has the option to reject any or all Government furnished property or items** (see Attachment 1 - GOVERNMENT FURNISHED PROPERTY). However, if rejected, the Contractor shall provide all necessary property, equipment or items, adequate in quantity and suitable for the intended purpose, to perform all work and provide all services at no additional cost to the Government. All Government furnished property or items are provided in an "as is" condition and shall be used only in connection with performance under this contract. The Contractor is responsible for the proper care, maintenance and use of Government property in its possession or control from time of receipt until properly relieved of responsibility in accordance with the terms of the contract. The Contractor shall pay all costs for repair or replacement of Government furnished property that is damaged or destroyed due to Contractor negligence.

**6.2 The Contractor shall maintain written records of work performed**, and report the need for major repair, replacement and other capital rehabilitation work for Government property in its control.

**6.3 The Contractor shall physically inventory all Government property in its possession**. Physical inventories consist of sighting, tagging or marking, describing, recording, reporting and reconciling the property with written records. The Contractor shall conduct these physical inventories periodically, as directed by the COR, and at termination or completion of the contract.



## 7. SAFETY AND ENVIRONMENTAL PROTECTION

**7.1. Safety.** The Contractor shall protect the property from all potential hazards. The Contractor will adhere to and enforce all applicable local safety regulations. The Contractor shall provide safety barriers, as required, to clearly identify a hazardous working area (for example, a wet floor) and to prevent others from accessing the work area. The safety zone shall be sufficiently sized to prevent damage to others or to existing facilities and structures. Upon completion of the work, the Contractor shall remove the safety barriers from the work area. Any accidents, injuries, fires or other incidents of a serious nature or incidents requiring emergency response must be reported immediately to Post One.

**7.2. Environmental Protection.** The Contractor shall use only products that have been approved by the Contracting Officer. To the greatest extent possible, the Contractor shall use “green”, environmentally-friendly and/or all natural products that are adequate to have a satisfactory cleaning effect. The Contractor shall notify the COR in the event of any unusual circumstances.

**7.3. Hazardous and Toxic Substances.** In the case that it is necessary to use a potentially hazardous chemical under this contract, it is the Contractor's responsibility to ensure the safe handling, application, removal and environmentally sound disposal of that product. The Contractor assumes all liability for damage and/ or injury for use of chemical products or equipment. The Contractor shall notify the COR prior to applications and advise of any danger associated with the use of these products. The Contractor shall supply all Material Safety Data Sheets (MSDS) to the COR. The Contractor shall adhere to chemical manufacturer’s application, usage, and clean-up directions strictly. The Contractor shall take all precautions necessary to eliminate chemical misuse, personal property damage and/or damage to personnel. The Contractor shall satisfy and comply with any and all local and OSHA regulations in the handling, application, disposal, and storage of all chemicals and / or hazardous chemicals. The Contractor shall at all times protect Embassy plumbing and surrounding rivers and drainage ditches from chemical contamination. In the case of a spill or release of any sort, the Contractor shall immediately notify the COR immediately.

**7.4. Damages.** The Contractor shall be responsible for any damages incurred by the improper use, storage, or application of any cleaning product or substances used on the premises under this contract.

**7.5 Product List.** The Contractor shall furnish a full list of products it proposes to use at the time of bid submission.

**7.6 Codes and Standards.** The Contractor, as a minimum, shall meet or exceed the applicable requirements of the latest revision of the following codes and specifications published by the following organizations:

- (DOS) Department of State
- (EPA) Environmental Protection Agency
- (OSHA) Occupational Safety and Health Act
- (Local Laws) Knowledge of local laws and regulations pertaining to environmental matters.

It is not the intent of this specification to restrict the Contractor’s work. These specifications are the minimal requirements acceptable to the U.S Embassy in Santo Domingo.

**7.7 Use of Site.** Existing warehouses and surrounding areas will be in daily use and will remain so during the work. The Contractor shall not interfere with the Embassy’s use of the existing facilities. The Contractor shall not enter any space without prior authorization from the USG.

The Contractor shall confine activities to the immediate work site. The Contractor shall not unreasonably encumber the work area with materials or equipment.

## 8. INSURANCE

**8.1 Amount of Insurance.** The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

**8.2 General Liability** (includes premises/operations, collapse hazard, products, completed operations, contractual, independent Contractors, broad form property damage, personal injury)

1. Bodily Injury stated in U.S. Dollars:

Per Occurrence	As required by Dominican Republic law
Cumulative	As required by Dominican Republic law

2. Property Damage stated in U.S. Dollars:

Per Occurrence	As required by Dominican Republic law
Cumulative	As required by Dominican Republic law

**8.3 The types and amounts of insurance are the minimums required.** The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

**8.4 For those Contractor employees assigned** to this contract who are either United States citizens or direct hire in the United States or its possessions, the Contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3.

**8.5 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages** to:

- a) any property of the Contractor,
- b) its officers,
- c) agents,
- d) servants,
- e) employees, or
- f) any other person,

arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

**8.6 The Contractor shall obtain adequate insurance for damage** to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

**8.7 Government as Additional Insured.** The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

**8.8 Time for Submission of Evidence of Insurance.** The Contractor shall provide evidence of the insurance required under this contract within ten (10) calendar days after contract award. The Government may rescind or terminate the contract if the Contractor fails to timely submit insurance certificates identified above.

## **9. ACCIDENTS AND INJURY**

**9.1 The Contractor and his employees shall comply with all OSHA regulations and the Dominican Republic's local safety regulations.**

9.2 **At those United States Embassy locations that have a medical department,** the medical department can be contacted for initial assistance in a medical emergency (during the medical department's normally scheduled hours.)

9.3 **All OSHA recordable injuries sustained on United States Embassy premises must be reported,** in writing, to the Contracting Officer.

## 10. LAWS AND REGULATIONS

**10.1 Without additional expense to the Government, the Contractor shall comply with all laws**, codes, ordinances, and regulations required to perform this work. In the event of a conflict among the contract and requirements of local law, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

**10.2 The Contractor shall comply with all local labor laws, regulations, customs and practices** pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

**10.3 If the local law or decree requires that one of both parties to the contract register the contract with the designated authorities to ensure compliance with the law or decree**, the entire burden of this registration shall rest upon the Contractor. Any local or other taxes which may be assessed against the contract shall be payable by the Contractor without Government reimbursement.

## 11. DELIVERABLES

The following items shall be delivered under this contract:

<u>Description</u>	<u>Quantity</u>	<u>Delivery To</u>	<u>Date</u>
General Instructions	1	COR	30 days after award
Schedules	1	COR	Weekly
List of Personnel	1	COR	10 days after award
Evidence of Insurance	1	COR	10 days after award
Licenses/Permits	1	COR	10 days after award

**12. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP).** This plan is designed to provide an effective surveillance method to promote effective Contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

<b>Performance Objective</b>	<b>PWS Para</b>	<b>Performance Threshold</b>
<u><b>Services.</b></u> Performs all janitorial services set forth in the performance work statement (PWS)	1 thru 11	All required services are performed and no more than one (1) customer complaint is received per month

**12.1 Surveillance.** The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

**12.2 Standard.** The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions- Commercial Items), if any of the services exceed the standard.

**12.3 Procedures.**

(a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

(b) The COR will complete appropriate documentation to record the complaint.

(c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

**ATTACHMENT 1**  
**CONTRACTOR FURNISHED PROPERTY**

The Contractor shall furnish sufficient quantities the following materials, equipment, supplies and work clothing to perform the work set forth in this contract, including but not limited to:

- Mops
- Floor buffer/rotary floor machine
- Paper towels for bathrooms
- Toilet paper for bathrooms
- Paper towels for kitchenettes
- Brooms
- Dust rags
- Detergents
- Cleaning liquids
- Cleaning solids
- Sponges
- Towels
- Safety equipment
- Buckets
- Brushes
- Toilet brushes
- Vacuums and vacuum bags
- Spray bottles
- Supply caddies
- Uniforms
- Gloves
- Hand soap for kitchens and bathrooms
- Trash bags

## SECTION 2 - CONTRACT CLAUSES

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE  
(JUL 2013)

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS  
(FEB 2012) is incorporated by reference. (See SF-1449, block 27a).

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive  
Orders—Commercial Items (JAN 2013)

(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) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(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:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

     (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

     (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

     (6) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

X (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).



\_\_ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

\_\_ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_ (11) [Reserved]

\_\_ (12)(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).

\_\_ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

\_\_ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011)

(15 U.S.C. 637(d)(4)).

\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_ (iv) Alternate III (Jul 2010) of 52.219-9.

\_\_ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).

\_\_ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

\_\_ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- \_\_\_ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- \_\_\_ (23) 52.219-28, Post Award Small Business Program Representation (Apr 2012) (15 U.S.C. 632(a)(2)).
- \_\_\_ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).
- \_\_\_ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).
- \_\_\_ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- \_\_\_ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- \_\_\_ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- \_\_\_ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- \_\_\_ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- \_\_\_ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- \_\_\_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 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.)
- X (35)(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.)
- X (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.)
- \_\_\_ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- \_\_\_ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- \_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16.
- X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- \_\_\_ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- \_\_\_ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (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 (Mar 2012) of 52.225-3.
  - \_\_\_ (iii) Alternate II (Mar 2012) of 52.225-3.
  - \_\_\_ (iv) Alternate III (Nov 2012) of 52.225-3.
  - \_X\_ (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
  - \_X\_ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
  - \_\_\_ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
  - \_\_\_ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
  - \_X\_ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
  - \_\_\_ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
  - \_X\_ (47) 52.232.33 Payment by Electronic Funds Transfer System for Award Management (Jul 2013)
  - \_\_\_ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
  - \_\_\_ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
  - \_\_\_ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
  - \_\_\_ (51)(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:
- \_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
  - \_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
  - \_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
  - \_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, *et seq.*).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

\_\_\_ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

\_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 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) 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 (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (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 \$650,000 (\$1.5

million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495).

Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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.

(End of clause)

**ADDENDUM TO CONTRACT CLAUSES  
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12**

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:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Google, Yahoo, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<b>Clause</b>	<b>Title and Date</b>
52.204-9	PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)

The following FAR clauses are provided in full text:

52.216-18 ORDERING (OCT 1995) (Applies to Temporary Additional Services)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995) (Applies to Temporary Additional Services)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than US\$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of US\$2000;

(2) Any order for a combination of items in excess of US\$3000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor's intent not to provide the service (or services) called for and the reasons. Upon receiving this notice, the Government may acquire the services and any necessary supplies from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995) (Applies to Temporary Additional Services)

(a) This is an indefinite-quantity contract for the supplies or services specified and is effective for the period stated in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government

shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract’s effective period.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years six months.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the



Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

The following DOSAR clauses are provided in full text:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD  
ISSUANCE (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require Contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their Contractor affiliation in meetings;
- 3) Identify their Contractor affiliation in Departmental e-mail and phone listings whenever Contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE)  
(AUG 1999)

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The Contractor shall submit invoices in an original and three copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e)

Submit invoices to:

Financial Management Office  
Embassy of the United States of America  
Avenida República de Colombia #68  
Arroyo Hondo  
Santo Domingo, D.N.  
Dominican Republic

(c) Contractor Remittance Address. The Government will make payment to the Contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

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652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

(a) The U.S. Embassy in Santo Domingo observes the following days as holidays:

U.S. Holidays

New Year's Day  
Martin Luther King's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

Dominican Holidays

Epiphany Day

Dia de Nuestra Señora de la Altagracia  
Dia de Duarte  
Dominican Independence Day  
Good Friday  
Dominican Labor Day  
Corpus Cristi  
Dominican Restoration Day  
Dia de Nuestra Señora de las Mercedes  
Dominican Constitution Day

(b) When a U.S. holiday, or a Dominican non-religious holiday, falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the Facilities Engineer.

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

- (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
- (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
- (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
- (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
- (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

- (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
- (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply

with precautionary requirements protecting against war risks and confiscation;

- (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
- (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
- (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
- (6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

#### 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.