

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF 22	
2. CONTRACT NO.		3. AWARD/EFFECTIVE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>19BC402400005</b>	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Leonard Thebe				b. TELEPHONE NUMBER (No collect calls) +267-373-2356	
9. ISSUED BY American Embassy Gaborone P O Bx 90 Gaborone, Botswana				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: ____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> SERVICE-DISABLED <input type="checkbox"/> EDWOSB <input type="checkbox"/> VETERAN-OWNED <input type="checkbox"/> 8 (A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO American Embassy Gaborone Government Enclave Embassy Drive				16. ADMINISTERED BY			
17a. CONTRACTOR/OFFERER		18a. PAYMENT WILL BE MADE BY					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		
	<b><i>Repair, and maintenance of the residential alarm system.</i></b>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<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 type="checkbox"/> 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 HEREIN.						<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ 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				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

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U.S. Embassy Gaborone, Botswana

Date: January 31, 2024

Dear Prospective Quoter:

Subject: Request for Quotations number 19BC4024Q0005

Enclosed is a Request for Quotations (RFQ) for ***repair, and maintenance of the residential alarm system***. If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

The U.S. Government intends to award a contract/purchase order to the responsible company submitting an acceptable offer at the lowest price. We intend to award a contract/purchase order based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Quotations are due on or before Wednesday, March 13, 2024, at 12:00 noon. ***Proposals should be forwarded to the USA Embassy Gaborone through the following email address: [gaboronegsoprocurement@state.gov](mailto:gaboronegsoprocurement@state.gov)*** No quotations will be accepted after this time. Proposals must be in English and incomplete proposals will not be accepted.

Your proposals must be submitted in two attachments of one for price proposal and the other for the technical proposal through the above email address marked "proposals for ***installation, repair and maintenance the residential alarm system***. ***Both attachments in one email. Also submit the following:***

1. SF-1449 – completed and attached to the price documents as cover sheet.
2. Section 3 of this solicitation to help with the information needed for the Business technical attachment.
2. Section I, Pricing
3. Proof of SAM Registration

Offerors shall be registered in the SAM (System for Award Management) database at <https://www.sam.gov> prior to submittal of their offer/proposal as prescribed under FAR 4.1102. Failure to be registered at time of proposal submission may deem the offeror's proposal to be considered non-responsible and no further consideration will be given. Therefore, offerors are highly encouraged to register immediately if they are interested in submitting a response to this requirement. Please use the above e-mail address for any required clarification on this proposal plus the telephone number provided on the SF-1449 form page 1 of this solicitation

Sincerely,  
Leonard Thebe  
Contracting Officer

Enclosure:

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SECTION 1 - THE SCHEDULE  
CONTINUATION TO SF-1449  
PRICES, BLOCK 23

1. SCOPE OF CONTRACT

The Contractor shall provide installation, repair and maintains residential alarm systems for the U.S. Embassy housing pool.

The performance period of this contract is from the start date in the Notice to Proceed and continuing for twelve (12) months, with four (4) *option years*, one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

JAMES ZADROGA 9/11 VICTIMS HEALTH AND COMPENSATION ACT OF 2010  
NOTICE: UNLESS A WAIVER OR EXCEPTION APPLIES, PAYMENTS  
SUBSEQUENT TO THIS PROCUREMENT ARE SUBJECT TO AN EXCISE TAX OF  
2% PERSUANT TO 26 U.S.C. 5000C.

2. PRICING

This is a fixed-price indefinite quantity/indefinite delivery contract with four (4) one-year options.

- (a) The Contractor shall provide the services for the base period of the contract at the rates shown below and any option years exercised by the Government.
- (b) The quantities of supplies and services specified in the Schedule are estimates only and are not guaranteed by this contract.
- (c) The Contractor shall provide services to the Government, as specified in this contract. The Government may issue orders requiring performance at multiple locations. Except as specified in the Delivery-Order Limitations clause or in the paragraph below, there is no limit on the number of orders that may be issued/ordered.
- (d) The prices listed below shall include all labor, overhead, and profit.
- (e) Value Added Tax (VAT) is included in the CLIN rates as a separate Line Item in the contract and on Invoices. Local law dictates the portion of the contract price that is subject to VAT. It is reflected for each performance period. The portions of the solicitation subject to VAT are:

Base Year Prices – April 1, 2024, through March 31, 2025

	Item Description	Estimated Quantity	Unit Price	Total
			BWP	BWP
	Repair, maintenance, and testing of alarm systems including, but not limited to, a central processor, two LED keypads, radio reporting, electrical connection, battery back-up, glass break sensors, magnetic contact sensors, hard wired and hand-held panic alarm buttons, sirens, and strobe light, connect the electric fence alarm to the house alarm monitoring device and all necessary wiring and cabling, and all maintenance and testing. Plus providing diagnosis and routine repair of electric fences when there is a need to do so due either fault alarm or through a request from the COR. Currently this service will be covering fifty (50) houses to include removal of systems as described in PWS for up to 1-3 house per year. As some of the deliverables mentioned above will not be executed daily or monthly the vendor will be paid per the deliverables received through a receiving report indicating these deliverables.	12		
	VAT			
	Estimated Total Contract Price for the Base Year			

First Option Year Prices – April 1, 2025, through March 31, 2026

	Item Description	Estimated Quantity	Unit Price	Total
	Repair, maintenance, and testing of alarm systems including, but not limited to, a central processor, two LED keypads, radio reporting, electrical connection, battery back-up, glass break sensors, magnetic contact sensors, hard wired and hand-held panic alarm buttons, sirens, and strobe light, connect the electric fence alarm to the house alarm monitoring device and all necessary wiring and cabling, and all maintenance and testing. Plus providing diagnosis and routine repair of electric fences when there is a need to do so due either fault alarm or through a request from the COR. Due to the move to the new Embassy compound the houses will be reduced to 29 instead from the first option year going forward including removal of systems as described in PWS for up to 1-3 house per year. As some of the deliverables mentioned above will not be executed daily or monthly the vendor will be paid per the deliverables received through a receiving report indicating these deliverables.	12		
	VAT			
	Estimated Total Contract Price for the Option Year One			

Second Option Year Prices – April 1, 2026, through March 31, 2027

	Item Description	Estimated Quantity	Unit Price	Total
	Repair, maintenance, and testing of alarm systems including, but not limited to, a central processor, two LED keypads, radio reporting, electrical connection, battery back-up, glass break sensors, magnetic contact sensors, hard wired and hand-held panic alarm buttons, sirens, and strobe light, connect the electric fence alarm to the house alarm monitoring device and all necessary wiring and cabling, and all maintenance and testing. Plus providing diagnosis and routine repair of electric fences when there is a need to do so due either fault alarm or through a request from the COR. Due to the move to the new Embassy compound the houses will be reduced to 29 instead from the first option year going forward including removal of systems as described in PWS for up to 1-3 house per year. As some of the deliverables mentioned above will not be executed daily or monthly the vendor will be paid per the deliverables received through a receiving report indicating these deliverables.	12		
	VAT			
	Estimated Total Contract Price for the Option Year Two			

Third Option Year Prices – April 1, 2027, through March 31, 2028				
	Item Description	Estimated Quantity	Unit Price	Total
	Repair, maintenance, and testing of alarm systems including, but not limited to, a central processor, two LED keypads, radio reporting, electrical connection, battery back-up, glass break sensors, magnetic contact sensors, hard wired and hand-held panic alarm buttons, sirens, and strobe light, connect the electric fence alarm to the house alarm monitoring device and all necessary wiring and cabling, and all maintenance and testing. Plus providing diagnosis and routine repair of electric fences when there is a need to do so due either fault alarm or through a request from the COR. Due to the move to the new Embassy compound the houses will be reduced to 29 instead from the first option year going forward including removal of systems as described in PWS for up to 1-3 house per year. As some of the deliverables mentioned above will not be executed daily or monthly the vendor will be paid per the deliverables received through a receiving report indicating these deliverables.		each	
	VAT			
	Estimated Total Contract Price for the Option Year Three			

Fourth Option Year Prices – April 1, 2028, through March 31, 2029				

Item Description	Estimated Quantity	Unit Price	Total
Repair, maintenance, and testing of alarm systems including, but not limited to, a central processor, two LED keypads, radio reporting, electrical connection, battery back-up, glass break sensors, magnetic contact sensors, hard wired and hand-held panic alarm buttons, sirens, and strobe light, connect the electric fence alarm to the house alarm monitoring device and all necessary wiring and cabling, and all maintenance and testing. Plus providing diagnosis and routine repair of electric fences when there is a need to do so due either fault alarm or through a request from the COR. Due to the move to the new Embassy compound the houses will be reduced to 29 instead from the first option year going forward including removal of systems as described in PWS for up to 1-3 house per year. As some of the deliverables mentioned above will not be executed daily or monthly the vendor will be paid per the deliverables received through a receiving report indicating these deliverables.	12		
VAT			
Estimated Total Contract Price for the Option Year Four			

Base Year	BWP
Option Year one	BWP
Option Year two	BWP
Option Year three	BWP
Option Year four	BWP
Grand Totals	BWP

2.1.7. MINIMUM/MAXIMUM – ALARM SYSTEMS

The U.S. Government guarantees the following minimum orders and has identified maximum amounts under this contract during this base year:

Start-up, repair, maintenance, and testing of existing alarm systems minimum of **25 houses**; maximum of **50 houses**.

Repair, maintenance, and testing of existing alarm systems minimum of **25 houses** maximum of **50 houses**.

Removal of existing systems minimum of **1 house**; maximum **3 houses**.

2.2.7. MINIMUM/MAXIMUM – ELECTRIC FENCE

Start-up,

Repair, maintenance and testing of existing electric fence minimum of 25 house; maximum of *50 house alarms for the base year.*

Repair, maintenance and testing of existing electric fence minimum of 15 house; maximum of *29 house during the first option year throughout the final year of the contract.*

1. PERFORMANCE WORK STATEMENT (PWS)

The Contractor shall activate and provide Maintenance services for the alarm system for each residence and office location covered under this contract. The alarm systems provided shall interface with a Central Alarm Monitoring System (CAMS) via radio signal (not telephone lines) using repeaters supplied by the Contractor as necessary. The alarm system, when activated, shall sound an alarm at the Contractor's base operations center (called "the Center") and the Contractor shall be able to monitor all alarm soundings for immediate reaction. Not limited to the electric fence – In the event of discovering faulty alarm or e-fence equipment, the Contractor shall notify the COR, and the U.S. Embassy will provide replacements of equipment that will require replacement when found to be damaged beyond repair.

The alarm systems shall have available and use of common hardwire/wireless alarm sensors/transmitters, including, but not limited to, the following:

Window/door contact sensors or motion detectors  
Mounted or hand-held panic buttons

The electric fence repair and maintenance will be basic simple and routine commercial local industry standards for callouts. That consists of diagnosing the problem, which potentially includes testing connectivity, the functionality of the energizer and its battery (along with replacement, if applicable), along with looking for and repairing minor disruptions between the wires, hook-attachments, and siren. Repairs beyond the scope of a basic call out would be addressed elsewhere.

In the case of wireless sensors/transmitters, long-life lithium batteries to be used only for backup power shall be provided with the equipment. The alarm systems and all components shall meet or exceed commonly accepted U.S. industry standards for design, reliability and performance for the detection of unauthorized intrusions while minimizing the number of "false" alarms.

The Government shall notify the Contractor as soon as it has notice or becomes aware of any damage or destruction to the radio transmitter or detection equipment from any cause, including damage or destruction by electric storm. It is agreed that the Contractor will not be able to provide service until the damage or destruction is repaired, except in the case of an emergency telephoned into the Contractor's control room.

1.1.1. COMMUNICATIONS NETWORK

The Contractor shall provide and employ a communications system in the form of a base station radio transmitter/receiver and antenna to monitor and communicate with the React Teams.

## 1.1. START-UP OF EXISTING ALARM SYSTEMS

The Contractor shall survey and activate existing alarm systems in designated residences. After each activation, the Contractor shall run a complete test of the system, including a test of each individual detection unit, the siren(s), and the central unit. In case of troubleshooting, the Contractor will determine the fault and perform any necessary repairs to make the system operable, in consultation with the COR. The Contractor shall be responsible for the maintenance and testing of each activated system thereafter. The Contracting Officer shall issue task orders for each activation required.

### 1.3.1. DESCRIPTION

Central alarm panel with minimum of five (5) zones  
Two (2) LED keypads  
Radio reporting  
Electrical connection  
Battery back-up (24-hours minimum capacity)  
Infra-red detectors/radar motion detectors, magnetic contact sensors  
Hard wired panic alarm buttons,  
One (1) interior siren

The Contractor shall furnish all necessary needed wiring, cabling, and conduit material once there is a need to do for such through issuance of a funded Purchase order.

Task orders will be issued for each installation required.

The Contractor shall not install more than the maximum number of sensors (10) without the specific approval by the COR. The Contractor will furnish and perform all cabling in such a way as to cause as little damage and visible disruption to the residence interior as possible. The Contractor shall fit all cabling into new or existing conduit.

The Contractor shall rely on its professional judgment in determining the number and the placement of the above detection components, and the way the cabling is routed, but will assure intrusion detection at any location. However, if during the performance acceptance inspection by the COR it is found that, due to a misjudgment by the Contractor, the installation shows weak spots where the intended security of a location is compromised, the COR shall have the right to request the Contractor to move the placement of any alarm system component installed by the Contractor until satisfactory security coverage is reached, without extra cost to the Government.

### 1.3.2. ACCESS

The Contractor shall ask the COR in writing for permission to access properties covered under this contract, for the purpose of routine maintenance at least forty-eight (48) hours in advance. The Contractor may make oral emergency requests followed up by a written request on the next business day. The Contractor shall not make requests for access for routine maintenance directly to the resident.

### 1.3.3. Reserved

### 1.3.4. Reserved

1.3.5. Reserved

1.3.6. SCHEMATICS/DIAGRAMS

The Contractor shall provide to the COR an alarm schematic/diagram for each residence, detailing where, and what type of sensors have been installed, within ten (10) days of installation.

1.4. REMOVAL OF EXISTING ALARM SYSTEMS

When directed by the Contracting Officer, the Contractor shall remove alarm systems in designated apartments and residences, to include removal of all cabling (if applicable). The Contractor shall use maximum care as to cause minimal damage to the building while removing the alarms and cabling.

2. DELIVERY SCHEDULE

2.1. Start-Up of Previously Installed Alarm Systems: Each individual previously installed alarm system must be activated, made operational and tested within maximum one (1) working day (8:00-18:00).

2.4 Reserved

2.5 PERIOD OF PERFORMANCE

The contract shall be effective as from the date of Notice to Proceed and shall remain in effect for twelve (12) months, with four (4) option years in accordance with FAR 52.217-9.

The Contracting Officer may also extend this contract for an additional six (6) months, if required by the Government, in accordance with the FAR clause 52.217-8 OPTION TO EXTEND SERVICES, in SECTION 2 of this contract.

3. TASK ORDERS

The Contracting Officer will issue task orders to the Contractor to perform any work under this contract. If a task is given orally, it will be followed up by a written task order within two (2) days of the oral order. All task orders will be in written form, state the manner of the work to be performed, and have an issue date and a date by which the work is to be completed.

4. PROJECT MANAGEMENT AND SUPERVISION

In view of the importance of this project, the Contractor shall assign a specific primary technician who will be the direct liaison with the COR concerning all work related to this contract. It will be the project manager's task to direct, schedule, supervise, inspect and test the work under this contract, and to receive instructions from the COR. The Contractor's project manager shall be able to speak and understand the English language at Level 2. Level 2 is defined as being able to verbally satisfy routine demands and limited work requirements and being able to comprehend simple written material on subjects within a familiar context.

Quality control shall be the responsibility of the Contractor. The Contractor shall perform inspection visits to the work site on a regular basis. These visits shall be coordinated with the COR but shall be surprise inspections to those working on the contract.

5. COVERAGE DURING EXTENDED POWER OUTAGES

If power outages last longer than the alarm system's reserve battery power, the Contractor shall coordinate with the COR to provide additional reserve battery power until power is restored.

6. Reserved

7. SUBCONTRACTING

The Contractor shall NOT subcontract any work to be performed without the express consent of the Contracting Officer.

8. DEFINITIONS

“Central Processor/Control Box” is a unit that receives and analyzes input from the sensors installed in various zones being protected and communicates via the radio transmitter to the Central Alarm Monitoring System (CAMS) located at a base operations center.

“Keypad” is a component used to activate, deactivate, and program the alarm system. Commands are entered by pressing various buttons on the unit.

“Transmitter” is the primary transmitter that establishes a radio signal link for communication between the control box and the CAMS at the base operations center.

“Receiver” is the component which receives signals from the wireless alarm sensors/transmitters and relays data to the control box for processing.

“Door/Window Contact Sensors” are magnetic-type sensors that are mounted on windows and doors to signal when they have been opened.

“Motion Sensors” are sensors which utilize one or a combination of several different technologies to detect the motion of an intruder and signal his/her presence in a protected zone. Common technologies used include employment of passive infrared (PIR) and/or microwave signals.

“Hand-Held Panic Alert Buttons” are small, remote-control-type units that can be carried on one's person in or near the protected property. In case of an emergency, the button can be pressed to signal for assistance from a React Team.

“Interior Siren” is an audible alarm positioned inside the protected property to alert the occupants to an alarm condition.

“Exterior Siren and Strobe Light” consist of an audible alarm and flashing light which are mounted on the exterior of the protected property. When activated they clearly signal to neighbors, passersby, or responding authorities that an apparent unauthorized entry is in progress and may also deter an intruder from continuing illegal activity and cause them to flee.

“Panduit” means the cable ties that are used to secure the cabling and wiring to the interior and exterior walls.

“U.S. Embassy” and “Embassy” mean the diplomatic or consular mission of the United States of America for which services are provided under this contract.

“Department” means the Department of State, including all of its activities wherever located.

“Government” means the Government of the United States of America unless specifically stated otherwise.

## 9. INSPECTION BY GOVERNMENT:

The services and the supplies furnished will be inspected from time to time by the COR, or his/her authorized representatives, to determine that all work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

### 9.1 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan provides an effective method to promote satisfactory 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 monitor quality to ensure that contract standards are achieved.

Performance Objective	Scope of Work	Performance Threshold
<u>Services.</u> Performs all repair, and maintenance of the residential alarm system services set forth in the scope of work.	Per the statement of work	All required services are performed and no more than five (5) customer complaint is received per month.

#### 9.1.2 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.

#### 9.1.3 STANDARD

The performance standard is that the Government receives no more than five (5) 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 52.246-4, Inspection of Services – Fixed Price (AUG 1996)), if any of the services exceed the standard.

#### 9.1.4 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.

#### 10. SECURITY

General - The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Government will run background checks on all proposed Contractor employees. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall work on this contract.

Identity Cards - The Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identify card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the 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.

#### 11. STANDARDS OF CONDUCT

- (a) General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking

such disciplinary action with respect to employees as required. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. 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 cost to the Government.

(b) Uniforms. The Contractor's employees shall wear clean, neat and identifiable uniforms, although not necessarily identical uniforms. All employees shall wear accreditation at all times.

(c) 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 that interfere with normal and efficient Government operations.

(d) 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.

(e) 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 actions:

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.

(f) 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.

(g) Neglect of duties shall not be condoned. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personnel affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the work site security.

## 12. PERSONNEL HEALTH REQUIREMENTS

All employees shall be in good general health without physical disabilities that would interfere with acceptable performance of their duties. All employees shall be free from communicable diseases.

13. LAWFUL OPERATION, PERMITS, AND INDEMNIFICATION

(a) Bonds. The Government imposes no bonding requirement on this contract. The Contractor shall provide any official bonds required, pay any fees or costs involved or related to the authorization for the equipping of any employees engaged in providing services specified under this contract if such bonds or payments are legally required by the local government or local practice.

(b) Employee Salary Benefits. The Contractor shall be responsible for payment of all employee wages and benefits required by host country law or agreements with its employees. The Government, its agencies, agents, and employees shall not be part of any legal action or obligation regarding these benefits which may subsequently arise. Where local law requires bonuses, specific minimum wage levels, and premium pay for holidays, payments for social security, pensions, sick or health benefits, severance payments, child care or any other benefit, the Contractor is responsible for payments of these costs and must include them in the fixed prices in this contract.

(c) Personal Injury, Property Loss or Damage (Liability). The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor's personnel in the performance of this contract. The Contractor's assumption of absolute liability is independent of any insurance policies.

(d) 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:

General Liability

(1) Bodily Injury, On or Off the Site, in US Dollars	
Per Occurrence	USA\$1000.00
Cumulative	USA\$5000.00
(2) Property Damage, On or Off the Site, in US Dollars	
Per Occurrence	USA\$500.00
Cumulative	USA1000.00

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.

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

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

Any property of the Contractor,

Its officers,

Agents,

Servants,

Employees, or

Any other person, arising from, and incidental 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.

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.

(e) Permits. Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the Contractor.

(f) Workers' Compensation and Employer's Liability	
Workers' Compensation and Occupational Disease	As required by host country law
Employer's Liability	As required by host country law

14. ORDERING OFFICIAL

The designated ordering individual under FAR 52.216-18 is the Contracting Officer.

15. CERTIFICATE OF INSURANCE

The Contractor shall furnish to the Contracting Officer a current certificate of insurance as evidence of the insurance required. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before it is effective. When coverage is provided by self-insurer, the Contractor shall not change or decrease the coverage without the Contracting Officer's approval.

16. LIST OF ATTACHMENTS

EXHIBIT A - GOVERNMENT FURNISHED PROPERTY

EXHIBIT B - RESIDENCES

## EXHIBIT A - CONTRACTOR FURNISHED MATERIALS

The Contractor shall provide all equipment, materials, and supplies required to perform. Such items include, but are not limited to:

- Central Alarm Monitoring System using radio signals with repeaters (not telephone lines)
- LED keypads
- Radios
- Electrical connections
- Long-life lithium battery back-ups for when power outages occur with replacements (24 hours minimum capacity)
- Glass break sensors
- Window/door magnetic contact sensors or motion detectors
- Hard wired and hand-held panic alarm buttons
- All necessary wiring and cabling
- Uniforms and personal equipment
- Central alarm panels with maximum 5 or 6 zones (maximum one alarm per zone only)
- Sirens and strobe lights
- Operating instructions in English
- Alarm schematic/diagrams
- Vehicles for React Teams
- Command CFR
- Firearms and/or weapons

The Contractor shall maintain sufficient spare parts, etc., for all Contractor-furnished materials to ensure uninterrupted services.

## SECTION 2 CONTRACT CLAUSES

52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (NOV 2021) IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (JAN 2022)

(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) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (*31 U.S.C. 3553*).

(6) 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:

\_X\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUNE 2020), with Alternate I (OCT 1995) (*41 U.S.C. 4704* and *10 U.S.C. 2402*).

\_X\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (*41 U.S.C. 3509*)).

\_X\_ (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.)

\_X\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ( *31 U.S.C. 6101 note*).

\_X\_ (5) [Reserved].

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

\_X\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

\_X\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (*31 U.S.C. 6101 note*).

\_X\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (*41 U.S.C. 2313*).

\_X\_ (10) [Reserved].

\_ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021 2020) (*15 U.S.C. 657a*).

\_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (*15 U.S.C. 657a*).

(13) [Reserved]

\_ (14)

(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (*15 U.S.C. 644*).

\_ (ii) Alternate I (MAR 2020) of 52.219-6.

\_ (15)

(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (*15 U.S.C. 644*).

\_ (ii) Alternate I (MAR 2020) of 52.219-7.

\_ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (*15 U.S.C. 637(d)(2)* and (3)).

\_ (17)

(i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (*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 (JUN 2020) of 52.219-9.

\_ (v) Alternate IV (JUN 2020) of 52.219-9

\_ (18)

(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (*15 U.S.C. 644(r)*).

\_ (ii) Alternate I (MAR 2020) of 52.219-13.

\_X\_ (19) 52.219-14, Limitations on Subcontracting (SEP 2021) (*15 U.S.C. 637(a)(14)*).

\_X\_ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (SEP 2021) (*15 U.S.C. 637(d)(4)(F)(i)*).

\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (*15 U.S.C. 657f*).

\_ (22)

(i) 52.219-28, Post Award Small Business Program Representation (SEP 2021) (*15 U.S.C. 632(a)(2)*).

\_ (ii) Alternate I (MAR 2020) of 52.219-28.

\_X\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (*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 (SEP 2021) (*15 U.S.C. 637(m)*).

\_ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (*15 U.S.C. 644(r)*).

\_ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (*15 U.S.C. 637(a)(17)*).

\_X\_ (27) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).

\_X\_ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN2020) (E.O.13126).

- X (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
  - (30)
  - (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
  - (ii) Alternate I (FEB 1999) of [52.222-26](#).
  - (31)
  - (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
  - (ii) Alternate I (JUL 2014) of [52.222-35](#).
  - (32)
  - (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
  - (ii) Alternate I (JUL 2014) of [52.222-36](#).
  - (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
  - (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
  - X (35)
  - (i) [52.222-50](#), Combating Trafficking in Persons (OCT 2020) ([22 U.S.C. chapter 78](#) and E.O. 13627).
  - X (ii) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
  - (36) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (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](#).)
  - (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).
  - X (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](#).
  - (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([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](#).
  - (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
  - (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. 552 a).

- (ii) Alternate I (JAN 2017) of 52.224-3.
- (48) 52.225-1, Buy American-Supplies (JAN2021) (41 U.S.C. chapter 83).
- (49)
  - (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (JAN 2021)(41 U.S.C.chapter83, 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 (JAN 2021) of 52.225-3.
    - (iii) Alternate II (JAN 2021) of 52.225-3.
    - (iv) Alternate III (JAN 2021) of 52.225-3.
  - (50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
  - \_X\_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (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. 2302Note).
  - (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42 U.S.C. 5150).
  - (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).
  - (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).
  - \_X\_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
  - \_X\_ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
  - \_X\_ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT2018) (31 U.S.C. 3332).
  - \_X\_ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
  - \_X\_ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
  - (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
  - (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).
  - (63)
    - (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. 55305 and 10 U.S.C. 2631).
    - (ii) Alternate I (APR 2003) of 52.247-64.
    - (iii) Alternate II (FEB 2006) 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:

- \_X\_ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter67).

\_\_\_ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires ([MAY 2014](#)) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

X (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) ([AUG 2018](#)) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

X (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( [29U.S.C.206](#) and [41 U.S.C. chapter 67](#)).

X (5) [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](#)).

X (6) [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](#)).

\_\_\_ (7) [52.222-55](#), Minimum Wages Under Executive Order 14026 ([JAN 2022](#)).

\_\_\_ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 ([JAN 2022](#)) (E.O. 13706).

\_\_\_ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(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, as defined in FAR [2.101](#), on the date of award of this contract, 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 ([JUN 2020](#)) ([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) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities ([JUL 2018](#)) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. ([AUG 2020](#)) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns ([OCT 2018](#)) ([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 the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vi) [52.222-21](#), Prohibition of Segregated Facilities ([APR 2015](#)).

(vii) [52.222-26](#), Equal Opportunity ([SEP 2015](#)) (E.O.11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans ([JUN 2020](#)) ([38 U.S.C. 4212](#)).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities ([JUN 2020](#)) ([29 U.S.C. 793](#)).

(x) [52.222-37](#), Employment Reports on Veterans ([JUN 2020](#)) ([38 U.S.C. 4212](#)).

(xi) [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](#).

(xii) [52.222-41](#), Service Contract Labor Standards ([AUG 2018](#)) ([41 U.S.C. chapter 67](#)).

(xiii)  
(A) [52.222-50](#), Combating Trafficking in Persons ([OCT 2020](#)) ([22 U.S.C. chapter 78](#) and E.O 13627).

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

(xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ([41 U.S.C. chapter 67](#)).

(xv) [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](#)).

(xvi) [52.222-54](#), Employment Eligibility Verification ([OCT 2015](#)) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages Under Executive Order 14026 ([JAN 2022](#)).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 ([JAN 2022](#)) (E.O. 13706).

(xix)

(A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

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

(xx) [52.225-26](#), 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](#)).

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations ([JUN 2020](#)) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels ([FEB 2006](#)) ([46 U.S.C. 55305](#) 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)

*Alternate I* (FEB 2000). As prescribed in [12.301\(b\)\(4\)\(i\)](#), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

*Alternate II* (JAN 2022) . As prescribed in [12.301\(b\)\(4\)\(ii\)](#), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States , an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 ( [5 U.S.C. App.](#)), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor 's or any subcontractors' records that pertain to, and involve transactions relating to, this contract ; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial products or commercial services, other than—

(i) *Paragraph (d) of this clause*. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(A) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ( [41 U.S.C. 3509](#)).

(B) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

(C) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(D) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment . (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(E) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ( [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 the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(F) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

(G) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O. 11246).

(H) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ( [38 U.S.C. 4212](#)).

(I) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ( [29 U.S.C. 793](#)).

(J) [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](#).

(K) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ( [41 U.S.C. chapter 67](#)).

(L) \_\_\_ (1) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ( [22 U.S.C. chapter 78](#) and E.O 13627).

\_\_\_ (2) Alternate I (MAR 2015) of [52.222-50](#) ( [22 U.S.C. chapter 78](#) and E.O. 13627).

(M) [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](#)).

(N) [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](#)).

(O) [52.222-54](#), Employment Eligibility Verification (NOV 2021) (Executive Order 12989).

(P) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(Q) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(R) (1) [52.224-3](#), Privacy Training (JAN 2017) ( [5 U.S.C. 552a](#)).

(2) Alternate I (JAN 2017) of [52.224-3](#).

(S) [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).

(T) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) ( [42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(U) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ( [46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(End of clause)

ADD THE FOLLOWING CLAUSE IN FULL TEXT:

52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (FEB 2021)

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

*Foreign person* means any person other than a United States person.

*United States person*, as defined in [26 U.S.C. 7701\(a\)\(30\)](#), means—

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of [26 U.S.C. 7701\(a\)\(31\)](#));

and

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) This clause applies only to foreign persons. It implements [26 U.S.C. 5000C](#) and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)

(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at [www.irs.gov/w14](http://www.irs.gov/w14).

(2) If the Contractor is a foreign person and has indicated in its offer in the provision [52.229-11](#), Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall—

(i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under [26 U.S.C. 5000C](#); and

(ii) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the [26 U.S.C. 5000C](#) tax are adjudicated by the IRS as the [26 U.S.C. 5000C](#) tax is a tax matter, not a contract issue.

(f) Taxes imposed under [26 U.S.C. 5000C](#) may not be—

(1) Included in the contract price; nor

(2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(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. In addition, the full text of a clause may be accessed electronically at: [Acquisition.gov](http://Acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](http://e-CFR) to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATIONS (FAR) CLAUSES ARE  
INCORPORATED BY REFERENCE:

- 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND  
REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS  
(JUN 2020)
- 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL  
(JAN 2011)
- 52.204-12 DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE  
(DEC 2012)
- 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
- 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE  
(AUG 2020)
- 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN  
TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR  
EQUIPMENT (NOV 2021)

- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
- 52.229-6 FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
- 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014) (FOR SERVICES)
- 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
- 52.236-13 ACCIDENT PREVENTION (NOV 1991)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS and COMMERCIAL ITEMS (JAN 2022)
- 52.250-2 SAFETY ACT COVERAGE NOT APPLICABLE (FEB 2009)

THE FOLLOWING FAR CLAUSE(S) IS/ARE PROVIDED IN FULL TEXT:

52.216-18 ORDERING (AUG 2020)

- (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 \_\_\_\_\_ through \_\_\_\_\_ (insert dates).
- (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) A delivery order or task order is considered "issued" when –
  - (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
  - (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
  - (3) If sent electronically, the Government either –
    - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
    - (ii) Distributes the delivery order or task order via email to the Contractor's email address.
- (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10.00, 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 \$20.00

(2) Any order for a combination of items in excess of \$10,000.00; or

(3) A series of orders from the same ordering office within five (5) 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 five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and 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 Deliver-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.

(e) 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 (5) years six (6) 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 CLAUSE(S) IS/ARE PROVIDED IN FULL TEXT:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (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.

#### 652.215-70 EXAMINATION OF RECORDS

(a) With respect to matters related to this contract or a subcontract hereunder, the Department of State Office of the Inspector General, or an authorized representative, shall have upon request:

(1) Complete, prompt, and free access to all Contractor and Subcontractor files (in any format), documents, records, data, premises, and employees, except as limited by law; and

(2) The right to interview any current Contractor and Subcontractor personnel, individually and directly, with respect to such matters.

(b) This clause may not be construed to require the contractor or any subcontractor to create or maintain any record that the contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(c) The Contractor shall insert a clause containing all the terms of this clause, including this [paragraph \(c\)](#), in all subcontracts under this contract other than acquisitions described in Federal Acquisition Regulation 15.209(b)(1).

#### 652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

(a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,

(b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

#### 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.

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JULY 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule. The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

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 invoice via email 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).

***Invoices should be sent in care of the FMO. The FMO will log in receipt of invoices and forward to the COR for review and approval***

The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

(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:


652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) *High Risk Activities.* If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

- (1) Scaffolding;
- (2) Work at heights above 1.8 meters;
- (3) Trenching or other excavation greater than one (1) meter in depth;
- (4) Earth-moving equipment and other large vehicles;
- (5) Cranes and rigging;
- (6) Welding or cutting and other hot work;
- (7) Partial or total demolition of a structure;

(8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

(9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) *Safety and Health Requirements.* The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.

(c) *Mishap Reporting.* The contractor is required to report **immediately** all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) *Records.* The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(e) *Subcontracts.* The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) *Written program.* The plan required by paragraph (f)(1) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

- (a) The Department of State observes the following days as 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 plus all observed local holidays.

(b) When any such day 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.

(c) When the Department of State grants administrative leave to its Government employees, assigned Contractor personnel in Government facilities shall also be dismissed. However, the Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled and shall be guided by the instructions issued by the Contracting Officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the Contractor is compensated for services provided.

(e) If administrative leave is granted to Contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused

absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the Contractor accounting policy.

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 housing Security Technician

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

The Contractor warrants the following:

(a) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(b) That is has obtained all necessary licenses and permits required to perform this contract; and,

(c) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

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.