

STATEMENT OF WORK
FOR
PREVENTIVE MAINTANENCE SERVICE CONTRACT FOR
Water Treatment of HVAC and Potable Water Systems

American Embassy at Ouagadougou, Burkina Faso

May 20, 2014

1.0 INTRODUCTION

1.1 The United States Department of State (DOS) requires services at the unclassified clearance level, to provide water treatment maintenance services at the New Embassy Compound, U.S. Embassy Ouagadougou.

1.2 The Overseas Buildings Operations (OBO) has a requirement to obtain water treatment maintenance services to execute this work, **including logistics, customs, shipping, transportation, labor, water treatment chemicals, tools, water treatment testing kits/equipment, administrative and all associated management support functions.** The water treatment service contract will include but not limited to combinations of physical methods, chemical methods, equipment servicing and testing to control water-related problems such as corrosion, scaling, general deposits, and microbiological fouling of the HVAC and potable water systems. All work shall comply with the requirements described in the following, as a minimum:

NSF Standards (National Sanitation Foundation)

AWWA Standards (American Water Works Association)

ANSI Standards

MSDS Regulations

ASTM D

NFPA Codes

UL Standards

IEEE Standards

NEMA Standards

OSHA Standards

And all applicable manufacturer O&M and installation instructions/requirements.

2.0 OBJECTIVES

2.1 The purpose of this scope of work is to define the requirements for the planning, procurement, and maintenance of the HVAC and potable water systems located at the Embassy Compound. **The intent of this service contract is to preserve the current piping, HVAC equipment, potable water systems, sprinkler piping/equipment, reduce operating costs and establish a cost effective water treatment program to control water related problems such as corrosion, scaling, general deposits, and microbiological fouling.** All work shall be executed in accordance with the project SOW, approved water treatment chemicals, associated contract documents and be compliant with all applicable safety, equipment and building codes and standards.

3.0 GENERAL REQUIREMENTS

3.1. This statement of work (SOW) describes the preventive maintenance and testing services and deliverables to be performed by the contractor at the New Embassy Compound, U.S. Embassy Ouagadougou.

3.2 The assigned Contracting Officer and Contracting Officer's Representative are the sole points of contact for all technical and contractual discussions or issues regarding the scope of work and its intent and execution. The contractor shall take no direction verbal or otherwise from USG personnel other than the Contracting Officer or Contracting Officer's Representative.

3.3 This Statement of Work requires the Contractor to provide site assessment and survey services, project management, professional water treatment services, water treatment logistics and material procurement services, preventive maintenance and testing services, cost estimating and scheduling services, and general support services for this water treatment maintenance contract.

3.4 The contractor's proposed and USG accepted maintenance contract cost proposal and maintenance schedule, including completion dates shall be incorporated into the task order. Additionally, the task order shall be a firm fixed price task order.

3.5 This statement of work and applicable deliverables and documents as developed by the contractor and accepted by the USG shall serve as the basis for describing and delineating the scope of the required services and work limits for service contract to be furnished and executed by the contractor.

3.6 All deliverables, documents, proposals, etc. submitted by the contractor under this statement of work shall remain the property of the U.S. Government. All U.S. Government documents and data provided to the contractor shall remain the property of the U.S. Government. The contractor shall limit duplication and dissemination of all U.S. Government documents and contractor developed documents

under this statement of work to/within the contractor's execution team. Duplication or distribution of project documents outside the contractor's team is strictly prohibited without the express written approval and authorization of the contracting officer. Upon completion of each service visit all documents, electronic media, photos, etc. shall be submitted to the Government, including all documents and data the Government provided to the contractor. All service contract documents and media shall be submitted to the Government along with the contractor's quarterly service report.

3.7 The Contractor shall schedule, coordinate and arrange all work so as to cause the least interference with the normal occurrence of post operations. In those cases where some interference is unavoidable, the Contractor shall make every effort to minimize the impact of the interference and its effects on the occupants or users. All detailed work schedules required by this statement of work shall be electronically documented and updated and made available to the Contracting Officer's Representative (COR) upon request, oral or written. If the COR determines that the Contractor's schedule conflicts with critical post operations, the Contractor shall modify the schedule as required.

3.8 The contractor shall ensure that all Embassy/Post facilities, equipment and systems recommended for and maintained or installed by the contractor are done so with the highest quality and cost effective materials, finishes, fixtures, equipment and system that provide for sustained operational reliability, dependability and durability. The contractor shall assure that the equipment/water treatment chemicals furnished and installed are maintainable and equipment/parts can be readily replaced with locally available supplies and services, as practical taking into consideration local economy and resources. The contractor shall utilize RCM principles and methodologies during and for all project activities and tasks. Uniformity of parts and components shall be taken into consideration to maximize part interchangeability with other existing Post systems. Except as otherwise directed by the contracting officer all parts, materials, components, equipment, systems, etc. furnished by the contractor shall be new – not used or manufactured by third party entities. Except as otherwise directed by the contracting officer, all replacement or warranty parts shall be new and equal to or better than manufacturer recommended replacements.

3.9 After review of the US Government Statement of Work and provided technical data by the contractor, any discrepancies, errors, conflicts, etc. that are discovered by the contractor, the contractor shall forward those items to the CO via written correspondence. Submittal of this written correspondence shall be completed, within 3 days upon receipt of the US Government Statement of Work.

3.9.1 The contractor shall provide 3 customer references of similar scope of work and US Dollar value.

3.9.2 The Service Contractor will not use any method or substances which may cause damage to the equipment or systems. Any damage or loss through negligence and/or maintenance practices by the Service Contractor, sub-contractor, or Service Contractor's staff shall be the whole responsibility of the Service Contractor. The U.S. Embassy Ouagadougou will require the Service Contractor to repair/replace any damaged systems or pay for the cost of rectification.

3.9.3 The Service Contractor must, for the duration of the contracted Services, continue to maintain a quality control process which has been agreed to by the U.S. Embassy Ouagadougou COR and the Service Contractor.

3.9.4 The Service Contractor shall provide the technician's resume and training documentations within 20 days of the notice to proceed.

4.0 CONTRACTING OFFICER REPRESENTATIVE and POST CONTROL OFFICER

4.1 All technical questions concerning the scope and requirements of the U.S. Embassy Ouagadougou water treatment service contract shall be directed to the COR:

COR: Vle TRAORE, Senior Engineering Technician

E-mail: traorev@state.gov

4.2 The Post Control Officer (PCO) will be the contractor's point of contact at the U.S. Embassy Ouagadougou. All questions concerning coordination of water treatment Service activities while at post shall be directed to the Post Control Officer, with weekly reporting to the COR:

Post Control Officer (PCO): Doumbia Fousseyni; Building Engineer

E-mail: doumbiaF@state.gov

5.0 SPECIFICATIONS

5.1 All equipment, chemicals, and testing procedures and kits shall be approved by the COR prior to use in the service contract.

5.2 The contractor will be responsible for submitting the manufacture specifications, MSDS sheets and equipment cut sheets for all equipment, chemicals (including chemical composition), and testing procedures in both English and French languages.

5.3 The contractor shall use a molybdate based corrosion and scale inhibitor designed for closed hot and chilled recirculating water systems. The molybdate shall be in a liquid form with a pH level ranging from 10.8 to 12.5. The density of the molybdate shall be between 1.03 to 1.07 kg/L. The molybdate shall not contain any sodium nitrites. The chemicals shall be compatible with glycol. The chemical composition of the molybdate shall contain at the minimum the following chemicals: Sodium Molybdate, Sodium Hydroxide, Sodium Tetraborate, and Pentahydrate.

5.4 The chilled water shall be maintained with the following parameters:

PARAMETERS		OPENED SYSTEM	CLOSED SYSTEM
Corrosion on mild steel		Less than 2.0mpy	Less than 1mpy
Pitting attack on mild steel		None	None
Corrosion on copper alloys		Less than 0.2mpy	Less than 0.1mpy
Scaling and deposition		None	None
Microbiological fouling	1	No visible deposits	1 No visible deposits
	2	No health hazards	2 No health hazards
	3	Total aerobic count less than 10,000/ml	3 Total aerobic count less than 10,000/ml

5.6 The potable water shall be maintained with the following parameters:

PARAMETERS	
Corrosion on mild steel	Less than 2.0mpy
Pitting attack on mild steel	None
Corrosion on copper alloys	Less than 0.2mpy
Scaling and deposition	None
Microbiological fouling	1 No visible deposits
	2 No health hazards
	3 Total Hetro Trophic Plate Count (HPC) less than 500/CFU

5.7 The chilled water filter media shall be rated at 98 percent efficiency for 20 micrometer particulates. The filters shall fit in the current Embassy's filtration unit.

5.8 The water systems are made up of the following:

- Primary and Secondary Chilled Water Loop – 1,200 gallons
- Domestic Water & Fire Sprinkler System – 8628 gallons

6.0 SAFETY HEALTH AND ENVIRONMENTAL MANAGEMENT (SHEM)

6.1 The Service Contractor shall take all reasonable and proper safety precautions to prevent death or injury to any person or damage to any property at the US Embassy Ouagadougou Compound and in particular all equipment used by the Service Contractor shall be used in such a manner and maintained so as to minimize the danger of accident, death, injury, loss or damage arising from the use of such equipment. In addition to relevant statutory requirements, standards and other provisions of this Contract, the Service Contractor shall have the following requirements:

- The Service Contractor's personnel shall be knowledgeable with and adhere to all relevant occupational health and safety legislation and MSDS sheets.
- All electrical equipment and associated materials for the Services Contract comply with UL requirements.
- Follow all NFPA guidelines against fire, production of smoke or the venting of any noxious substances
- Ensure that the Service Contractor's personnel comply with all DoS safety procedures and requirements
- Ensure that the Service Contractor's personnel are adequately trained and instructed in the safe and correct usage, handling and operation of materials and equipment relevant to the Services and provide reasonable proof of such to the US Embassy Ouagadougou on request.
- Ensure the Service Contractor's personnel are certified as having completed occupational health and safety training and have been issued all the necessary Personal Protection Equipment (PPE);
- Training program(s) shall be presented and must satisfy the US Embassy Ouagadougou during the submittal process.

7.0 SCOPE OF WORK

7.1 The water treatment contractor shall provide both the required chemical products and necessary services to apply the chemicals, monitor their performance, and report the results. The water treatment service contract shall preserve the interior waterside of current piping, HVAC equipment, potable water systems, sprinkler piping/equipment, reduce operating costs and establish a cost effective water

treatment program to control water related problems such as corrosion, scaling, general deposits, and microbiological fouling.

7.2 The water treatment contractor shall provide a “support service water treatment” contract. The support service water treatment contract shall involve joint responsibilities between the Embassy facility management staff and the water treatment vendor.

7.3 The support service water treatment program shall consist of the Embassy facility management staff conducting daily water treatment tests of the HVAC and potable water systems and emailing the results to the water treatment contractor on a weekly basis. The contractor will then be responsible for conducting a technical analysis of the weekly water treatment testing results from the Embassy. The contractor will then respond to the Embassy within 24 hours to direct the Embassy facility management staff to make any changes to the chemical dosage if necessary.

7.4 The water treatment contractor shall visit the Embassy on an annually basis. The contractor shall be responsible for all logistics including but not limited to transportation and hotel reservations for their staff.

7.5 The water treatment contractor shall provide good chemicals and have a storage life expectance of at least 1 year.

7.6 The water treatment contractor shall determine the dosage levels of chemicals and stay within the specified operating parameters under section 5.0.

7.7 The water treatment contractor shall establish minimum and maximum control ranges for each treatment chemical and avoid unnecessary high levels of chemicals to mitigate cost and adverse chemical reactions from improper high level chemical dosage.

7.8 The water treatment contractor shall do the following on their annually visit:

- Inspect chemicals and shelf life (replace expired chemicals)
- Inspect chemical feeders
- Inspect and verify water condition
- Inspect and verify the control bleed offs
- Ensure chemicals are stored in the proper locations based on the MSDS and manufacture guidelines.
- Ensure embassy facility management staff are testing the water properly
- Maintain water treatment records and test results.
- Ensure proper dosage of chemicals.

- Test system for proper pH, total amount of dissolved solids, conductivity, scale and corrosion inhibitors. Test supply water for base conditions.
- Have all water systems tested by a certified laboratory for a complete analysis of water such as pH, aluminum, calcium, copper, bromide, fluoride, molybdenum, nitrite, nitrate, orthophosphate, silica, strontium, iron, lead, magnesium, sodium, chloride, and total suspended solids etc.
- Monitor and test corrosion coupons as applicable.
- Check inventory of the chemicals and replenish if necessary.

7.9 The water treatment contractor shall provide on an annual basis 2 days of training in both English and French to perform the necessary water treatment tests, the control ranges for each treatment chemical, safe handling of equipment and chemicals, and new water treatment procedures/technologies.

7.9.1 The water treatment contractor on the annually visit reviews the facility water treatment logs and the operating logs again to verify the chemicals are with design parameters.

7.9.2 The water treatment contractor shall discuss with the Facility Manager and operating engineers the conditions of the water and follow up with a written service report with 10 business days after the annually visit. The report shall be in English and contain the results of water treatment contractor's on-site tests, comment on the status of each system, and specific recommendations for action if necessary.

8.0 QUALITY CONTROL

8.1 The water treatment contractor's performance will be based on keeping the water in the specified parameter in section 5.0, SOW, written service reports and maintaining the water to be clear, foam-free water with all chemical tests within established control ranges.

9.0 WORK HOURS

9.1 The Contractor shall schedule all routine maintenance work during normal building hours which are defined as 7:30 AM to 5:00PM Monday to Thursday, and 7:30AM to 12:30PM Fridays, excluding local and US holidays, unless approved in advance by the RSO Office.

10.0 ACCESS TO GOVERNMENT BUILDINGS AND STANDARDS OF CONDUCT

10.1 The Contractor shall designate a representative who shall supervise the Contractor's technicians and be the Contractor's liaison with the American Embassy. The Contractor's employees shall be on-site only for contractual duties and not for any other business or purposes. Contractor employees shall have access to the systems dedicated rooms with or without security escorts, only with specific permission by either the Contracting Officer or the COR.

10.2 Personnel security: The US Embassy reserves the right to deny access to U.S owned and U.S.-operated facilities to any individual. The Contractor shall provide the names, biographic data and police

clearance on all Contractor personnel, but no more than 10, who shall be used on this contract prior to their utilization if is required.

10.3 Standards of conduct

10.3.1 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 may be necessary. Each Contractor employee shall adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The US Embassy 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.

10.3.2 Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms when on duty. The Contractor shall provide, to each employee and supervisor, uniforms and personal protective equipment. The Contractor shall be responsible for the cost of purchasing, cleaning, pressing, and repair of the uniforms.

10.3.3 Neglect of duties shall not be condoned. This includes 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.

10.3.4 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 which produce similar effects.

**CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS
AWARDED BY OVERSEAS CONTRACTING ACTIVITIES
(Current thru FAC 2005-52)**

COMMERCIAL ITEMS

FAR 52.252-2 Clauses Incorporated By Reference (FEB 1998)

This purchase order or BPA incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.acqnet.gov/far>

DOSAR clauses may be accessed at: <http://www.statebuy.state.gov/dosar/dosartoc.htm>

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

NUMBER	TITLE	DATE
52.204-9	Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system)	JAN 2011
52.212-4	Contract Terms and Conditions – Commercial Items (Alternate I (OCT 2008) of 52.212-4 applies if the order is time-and-materials or labor-hour)	JUN 2010
52.225-19	Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only)	MAR 2008
52.227-19	Commercial Computer Software License (if order is for software)	DEC 2007
52.228-3	Workers' Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by	APR 1984

	Defense Base Act insurance)	
52.228-4	Workers' Compensation and War-Hazard Insurance (if order is for services and contractor employees are <u>not</u> covered by Defense Base Act insurance)	APR 1984

The following clause is provided in full text:

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (MAY 2011)

(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) (U.S.C. 7104(g))
_____Alternate I (AUG 2007) of 52.222-50 (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:

[Contracting Officer check as appropriate]

Clause Number and Title	
	(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). <i>[Check if order exceeds \$150,000]</i>
	(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) – (24) [Reserved].
	(25) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126). <i>[Check if order is for supplies and exceeds the micro-purchase threshold]</i>
	(26) 52.222-21, Prohibition of Segregated Facilities (FEB 1999). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(27) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(28) 52.222-35, Equal Opportunity for Veterans (SEPT 2010) (38 U.S.C. 4212). <i>[Check if the following apply: for supplies, the order exceeds \$150,000 and is awarded to a U.S. firm. For services, the order exceeds \$150,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(29) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(30) 52.222-37, Employment Reports on Veterans (SEPT 2010) (38 U.S.C. 4212). <i>[Check if you have included the clause 52.222-35]</i>
	(31) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2010) (E.O. 13201) <i>[Check if the order is for services and the amount exceeds \$150,000]</i>
√	(32)(i) 52.222-50, Combating Trafficking in Persons (FEB 2009) <i>[Check for all orders]</i>
	(32)(ii) Alternate I of 52.222-50 <i>[Check if the contracting officer has been notified of specific U.S. directives or notices regarding combating trafficking in persons that apply to contractor employees]</i>
	(33) – (38) [Reserved].

	(39) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). <i>[Check if the order is for supplies or services that involve the acquisition of supplies and the amount exceeds \$203,000]</i>
	(40) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). <i>[Check if the order is for either supplies or services and the amount exceeds the micro-purchase threshold, <u>unless</u> authorized by OFAC]</i>
	(41) – (44) [Reserved].
	(45) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332). <i>[Check if payment will be made by EFT and the contractor has registered in the CCR]</i>
	(46) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332). <i>[Check if payment will be made by either EFT or other means, e.g., check, and the contractor has <u>not</u> registered in the CCR]</i>
	(47) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332). <i>[Check if payment will be made by a third party, e.g., purchase card]</i>
	(48) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a). <i>[Check if the order is for information technology which requires security of information technology, and/or is for the design, development, or operation of a system of records using commercial information technology services or support services]</i>
	(49)(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). <i>[Check if the order is for supplies that may involve ocean transportation: at least 50% of the gross tonnage must be transported on privately owned U.S.-flag commercial vessels to the extent that such vessels are available at rates that are fair and reasonable for U.S.-flag commercial vessels]</i>
	(ii) Alternate I (APR 2003) of 52.247-64. <i>[Check if 100% of the supplies will be transported on privately owned U.S.-flag commercial vessels]</i>

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

[Contracting officer check as appropriate.]

	Clause Number and Title (1) – (6) [Reserved]
	(7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Public Law 110-247)
	(8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)). <i>[Check if order is for services that involve business operations conducted in U.S. coin and currency, including vending machines]</i>

(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) *[This paragraph applies only if award is made to a U.S. firm, except for item (vii) which applies to all orders.]* 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 paragraphs (i) through (xi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (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 (JAN 2011) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1,500,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

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

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

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2010) (E.O. 13201).

(viii) [Reserved].

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(x) – (xii) [Reserved].

(xiii) Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Public Law 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).

(End of clause)

DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6) CLAUSES

NUMBER	TITLE	DATE
652.225-71	Section 8(a) of the Export Administration Act of 1979, As Amended (if order exceeds \$100,000)	AUG 1999
652.228-71	Workers Compensation Insurance (Defense Base Act) – Services (for services to be performed overseas when the contract includes covered contractor employees as defined in	JUNE 2006

	paragraph (a) of the clause) Fill-in for paragraph (c): “(c) The current rate under the Department of State contract is [contracting officer insert rate] of compensation for services.”	
652.229-70	Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post)	JUL 1988
652.229-71	Personal Property Disposition at Posts Abroad	AUG 1999
652.237-72	Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility)	APR 2004
652.239-71	Security Requirements for Unclassified Information Technology Resources (for orders that include information technology resources or services in which the contractor will have physical or electronic access to Department information that directly supports the mission of the Department)	SEP 2007
652.242-70	Contracting Officer’s Representative (if a COR will be named for the order) Fill-in for paragraph b: “The COR is _____”	AUG 1999
652.242-71	Notice of Shipments (for overseas shipment of supplies)	JUL 1988
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999

The following clause is provided in full text, and is applicable for orders for services that will require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems:

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)

Contracting and Combating Trafficking in Persons

The Department of State employs contractors to support mission objectives throughout the world. Trafficking in Persons (TIP) encompasses a variety of illegal and exploitative practices that may occur at any site around the world. The U.S. government has a zero tolerance policy towards engagement in TIP by any recipient of federal funds. Procurement Information Bulletin (PIB) 2011-09 Combating Trafficking in Persons (Sept 19, 2012 Update) provides guidance to Contracting Officers and Contracting Officer's Representatives (CORs) on how to monitor contracts for TIP compliance. This PIB is available at http://aoepd.a.state.gov/content.asp?Content_id=103&menu_id=50.

PIB 2012-10, Contractor Recruitment of Third Country Nationals, also was updated on October 17, 2012 to cover recommendations from an OIG compliance follow up review. The recommendations covered by the update were to ensure Department of State contracts do not authorize contractors to engage in practices that violate either host country law or the President's Executive Order on Strengthening Protections Against Trafficking in Persons in Federal Contracts dated September 25, 2012 (for example, withholding passports from employees). The contract clause has been updated and must be used in new solicitations and contracts. Check the PIB (available at http://aoepd.a.state.gov/content.asp?Content_id=104&menu_id=50) to get the new clause.

The following are summaries of actions a Contracting Officer or a Contracting Officer's Representative (COR) will take to minimize the risk of TIP on their contract. See PIB 2011-09 for more information. Contracting Officers and CORs should review these actions and document a monitoring plan utilizing techniques appropriate to their situation:

1. Pre-Solicitation:

- a. TIP Clause: FAR 52.222-50, Combating Trafficking in Persons (TIP) sets government-wide requirements for preventing TIP. Ensure all contracts over the micro-purchase threshold contain the most updated version of this clause in full text. CORs should contact the Contracting Officer if it is missing;
- b. TIP Risk Assessment: CORs should contact the Trafficking in Persons (TIP) official at the post to assess the nature and level of TIP threats at place of performance. Review the Trafficking in Persons Report by the Office to Monitor and Combat Trafficking in Persons (J/TIP) (available online at <http://www.state.gov/j/tip/rls/tiprpt/index.htm>). Determine if the program is at greater risk of TIP because of low wage labor, use of third country nationals, employer provided housing, or the use of recruiters;
- c. Local Labor Law Assessment: CORs should get information on local labor laws from U.S. Embassy Human Resources, Political or Consular Sections, the Labor Officer at post, or reliable local legal firms; and
- d. Assess Contractor provided housing: Whenever there is a potential for employer-provided housing, the Contracting Officer must include in the solicitation a requirement for a housing plan. The requirement would state that contractors providing such housing as part of contract performance must provide a housing plan as part of their quote or proposal. The housing plan must clearly demonstrate that the Contractor-provided housing will be in accordance with all applicable local laws, as well as adequate to attract and retain employees.

2. Pre-Proposal and Post-Award Conferences: The Contracting Officer (with COR support) should discuss the importance of TIP prevention and the requirements of the clause at the Pre-Proposal Conference if held, as well as any post-award orientation. The requirements of the Combating Trafficking in Persons clause and Contractor efforts to comply should be an agenda item for every post award Contractor briefing. This ensures that all parties are aware of their responsibilities. Attachment 1 of PIB 2011-09 includes a detailed list of topics the Contracting Officer should cover to help the contractor fully understand its responsibilities regarding TIP.

3. Contractor Monitoring: CORs should use at least the following techniques to ensure that human trafficking is not occurring during contract performance:

- a. Verify the Contractor DOES NOT hold employees' passports and visas by interviewing employees during site visits to the work location;

- b. Ensure Contractor DOES NOT use work permits or physical force or threats to compel labor or sexual activity: The COR should use locally engaged staff or others with knowledge of other languages to engage contractor employees in their own native language who cannot communicate effectively in English in order to determine if coercion or threats are being used;

- c. Determine that Contractor is knowledgeable about local labor laws: It is the Contractor's responsibility to obtain this information from the host country, not the COR's;

- d. Interview contractor employees to verify they are informed about labor policies and have received a copy of their employment contract with the contractor in the employee's native language;

- e. Conduct periodic reviews to verify that Contractor employees have the information they need to understand any salary deductions taken;

- f. Interview contractor management and selected employees, and obtain a copy of the Contractor's briefing materials, to verify that Contractor is briefing employees on the requirements of the Trafficking in Persons clause. This briefing is a requirement of the clause;

- g. Verify that the Contractor is briefing subcontractors and including the TIP clause in subcontracts;

- h. Obtain information on employer furnished housing and periodically visit (at least semi-annually) to assess adequacy: See Attachment 2 of PIB 2011-09 for details. Any concerns or requests for corrective action should be coordinated through the Contracting Officer to avoid any potential claims;

- i. Obtain information on Contractor violations: The Contractor must inform the Contracting Officer of any information that alleges a Contractor or subcontractor employee engaged in conduct that violates TIP requirements. CORs should communicate with the Contracting Officer on any compliance issues; and

- j. Audit support: CORs may work with their Contracting Officer to contract with an audit firm to assist in implementing TIP monitoring responsibilities.

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