



U.S. Consulate General
Karachi, Pakistan
Date: December 29, 2021

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Request Number: **PR10425822**
From: Procurement & Contracting Department
U.S. Consulate General
Plot No- 3, 4, 5, New TPX, Area
Mai Kolachi Road
Karachi, Pakistan.
E-mail: KRCProcurementContracting@state.gov
POC: **Ali M Qureshi** Phone: 92-21-35275000

PR10425822 -19PK4022Q5002- KHI-FM: Preventive Maintenance Mules & Engine Driven Machines

The U.S. Consulate Karachi requires following services for **FM, Section** at U.S. Consulate General Plot number 3, 4, 5- New TPX Area, Mai Kolachi Road, Karachi.

Proposal Submission Date: January 14, 2022, at 1400 Hrs

Item Description:

S#	DESCRIPTION	JOB	ANNAUL	SEMI ANNUAL	QUARTERLY	BIMONTHLY	EMERGENCY VISIT	RATE	AMOUNT
1	Service/Maintenance of Mule -01 MULE/6X4 WHEELER Model: Gator TH Fuel Type: Diesel John Deere	2	1	1					
2	Service/Maintenance of Mule -02 MULE/6X4 WHEELER Model: Gator TH Fuel Type: Diesel John Deere	2	1	1					
3	Service/Maintenance of Mule -03 MULE/6X4 WHEELER Model: Gator TH Fuel Type: Diesel John Deere	2	1	1					

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4	Service/Maintenance of Mule -04 MULE/6X4 WHEELER Model: Gator TH Fuel Type: Diesel John Deere	2	1	1				
5	Service/Maintenance of Mule -05 MULE/6X4 WHEELER Model: Gator TH Fuel Type: Diesel John Deere	2	1	1				
6	Troubleshooting/Repair MULE/6X4 WHEELER Model: Gator TH Fuel Type: Diesel John Deere	6				6		
7	Service/Maintenance of Mule - 01 MULE: 4X4 WHEELER Model: HPX815E Fuel Type: Diesel John Deere	2	1	1				
8	Service/Maintenance of Mule - 02 MULE: 4X4 WHEELER Model: HPX815E Fuel Type: Diesel John Deere	2	1	1				
9	Troubleshooting/Repairing MULE: 4X4 WHEELER Model: HPX815E Fuel Type: Diesel John Deere	4				4		
10	Service/Maintenance of Mule-01 MULE /4X4 WHEELER Make: KAWASAKI Fuel Type: Gas/Petrol Model: MULE 4010 EPS	4			4			
11	Service/Maintenance of Mule-02 MULE /4X4 WHEELER Make: KAWASAKI Fuel Type: Gas/Petrol Model: MULE 4010 EPS	4			4			
12	Troubleshooting/Repair of Mule-01 & 02 MULE /4X4 WHEELER Make: KAWASAKI Fuel Type: Gas/Petrol Model: MULE 4010 EPS	2				2		
13	Service /Maintenance of Mule Make: KAWASAKI Fuel Type: Gas/Petrol Model: Old Model	4			4			
14	Troubleshooting/Repairing of Mule Make: KAWASAKI Fuel Type: Gas/Petrol Model: Old Model	1				1		
15	Service /Maintenance of high-pressure washer machine. KARCHER. MACHINE BIG 01 Engine: HONDA Engine Model: GX66RH-TXF5	4			4			
16	Service /Maintenance of high-pressure washer machine. KARCHER. MACHINE BIG 02 Engine: HONDA Engine Model: GX66RH-TXF5	4			4			

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17	Troubleshooting of high-pressure washer machine. KARCHER. MACHINE BIG 01,02 Engine: HONDA Engine Model: GX66RH-TXF5	2				2		
18	Service /Maintenance of high-pressure washer machine. KARCHER. MACHINE Small Engine: HONDA Engine Model: Gas/petrol	6				6		
19	Troubleshooting of high-pressure washer machine. KARCHER. MACHINE Small Engine: HONDA Engine Model: Gas/Petrol	1				1		
20	Service/Maintenance of LAWN MOVER BIG 1 MAKE: JOHN DEER MODEL: X754 FUEL: DIESEL	4			4			
21	Service /Maintenance of LAWN MOVER BIG 2 MAKE: JOHN DEER MODEL: X754 FUEL: DIESEL	4			4			
22	Troubleshooting/repair of LAWN MOVER BIG 1&2 MAKE: JOHN DEER MODEL: X754 FUEL: DIESEL	2				2		
23	Service/Maintenance of LAWN MOVER SMALL MAKE: JOHN DEER FUEL: GASOLINE	6				6		
24	Troubleshooting/Repair of LAWN MOVER SMALL MAKE: JOHN DEER FUEL: GASOLINE	1				1		
25	Service /Maintenance of LINE TREMOR 01 MAKE: HONDA FUEL TYPE: GASOLINE	6				6		
26	Service /Maintenance of LINE TREMOR 02 MAKE: HONDA FUEL TYPE: GASOLINE	6				6		
27	Troubleshooting of LINE TREMOR 01, 02, MAKE: HONDA FUEL TYPE: GASOLINE	2				2		
28	Service/Maintenance of CHAIN SAW 01 Make: HUSQVAR Fuel Type: GASOLINE	6				6		
29	Troubleshooting/Repairing of CHAIN SAW 01 Make: HUSQVAR Fuel Type: GASOLINE	1				1		
30	Quarterly Service/Maintenance Of KABUTA ENGINE TRACTOR Make:	4			4			

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	KABUTA Fuel Type: Diesel							
31	Quarterly Service /Maintenance for KABUTA ENGINE of MILLER WELDING MACHINE Make: KABUTA Model: V2403-CR-TI-BG-EF01 36KW/1800RPM Fuel Type: Diesel	4			4			
32	Trouble shooting/Repairing of Tractor & Miller Welding Machine engines Make: KABUTA Fuel Type: Diesel	3				3		
33	Service/ Maintenance Power of KING CHIPPER Make: POWER VU Fuel Type: GASOLINE	4			4			
34	Troubleshooting Power of KING CHIPPER Make: POWER VU Fuel Type: GASOLINE	1				1		
35	Service Maintenance of CHIPPER BIG SIZE Model: XR2100 Professional Make: Briggs & Stratton Engine Capacity: 420cc/21ft-lb	4			4			
36	Troubleshooting/Repair of CHIPPER BIG SIZE Model: XR2100 Professional Make: Briggs & Stratton Engine Capacity: 420cc/21ft-lb	1				1		
37	Service/Maintenance of Muck-Truck 01 Engine: HONDA Model: GXV160 Fuel Type: Gas/Petrol	6				6		
38	Service/Maintenance of Muck-Truck 02 Engine: HONDA Model: GXV160 Fuel Type: Gas/Petrol	6				6		
39	Troubleshooting/Repair of Muck-Truck 01 & 02 Engine: HONDA Model: GXV160 Fuel Type: Gas/Petrol	2				2		
40	Bi-Monthly Service/Maintenance of Lawn mower Engine: TORO Model: Time Master Fuel Type: Gas/Petrol	6				6		
41	Troubleshooting/Repair of Lawn mower Engine: TORO Model: Time Master Fuel Type: Gas/Petrol	1				1		
42	Service Maintenance of Lawn Mower Model: TORO VERSMOW/Honda HRX	6				6		

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	217 Fuel Type: Gas/Petrol								
43	Troubleshooting/Repair of Lawn mower Model: TORO VERSMOW/Honda HRX 217 Fuel Type: Gas/Petrol	1					1		
44	Service/Maintenance of Bluebird Seeder Machine 01 Model: PR22H5FBA Fuel Type: Gas/Petrol	6				6			
45	Troubleshooting/Repair of Bluebird Seeder Machine 01 Model: PR22H5FBA Fuel Type: Gas/Petrol	1					1		
46	Service Maintenance of Stump Grinder DR Power: Equipment Model: ST49019DEN Fuel Type: Gas/Petrol	6				6			
47	Troubleshooting/Repair of Stump Grinder DR Power: Equipment Model: ST49019DEN Fuel Type: Gas/Petrol	1					1		
48	Service/Maintenance of TROY BILT Digging Machine Model: 21B-34M8766 Fuel Type: Gas/Petrol	6				6			
49	Troubleshooting/Repair of TROY BILT Digging Machine Model: 21B-34M8766 Fuel Type: Gas/Petrol	1					1		
50	Service/Maintenance of Lawn Aerator Model: AE500 Fuel Type: Gas/Petrol	6				6			
51	Troubleshooting/Repair of Lawn Aerator Model: AE500 Fuel Type: Gas/Petrol	1					1		
52	BI-Monthly Service/Maintenance of Edge Cutter 01 Model: VIPER Fuel Type: Gas/Petrol	6				6			
53	Troubleshooting/Repair of Edge Cutter 01 Model: VIPER Fuel Type: Gas/Petrol	1					1		
54	Service/Maintenance of Splitter Machine Make: Done Right Capacity: 9.59 ft- lbs Fuel: Gasoline	4			4				
55	Troubleshooting/Repair of Splitter Machine Make: Done Right Capacity: 9.59 ft- lbs Fuel: Gasoline	1					1		

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56	Service/Maintenance of Chipper Machine Extra Big Size Machine Make: Wallenstein Model: BXTR6438F Fuel: Gasoline	4			4				
57	Troubleshooting/Repair of Chipper Machine Extra Big Size Machine Make: Wallenstein Model: BXTR6438F Fuel: Gasoline	1					1		
58	Service/Maintenance of Ready Mix Machine of Big Make: Shandong Model: CHAIN/16HP/RPM2000 Fuel: Diesel	4			4				
59	Troubleshooting/Repair of Ready Mix Machine of Big Make: Shandong Model: CHAIN/16HP/RPM2000 Fuel: Diesel	1					1		
60	BI-Monthly Service/Maintenance of Ready-Mix Machine Small Make: HONDA Model: GX100 Fuel: Gasoline	6				6			
61	Troubleshooting/Repair of Ready-Mix Machine Small Make: HONDA Model: GX100 Fuel: Gasoline	1					1		
62	Service/Maintenance of Power wagon Engine: Briggs & Stratton Model Year: 2015/382348/190cc Fuel Type: Gas/Petrol	6				6			
63	Troubleshooting/Repair of Power wagon Engine: Briggs & Stratton Model Year: 2015/382348/190cc Fuel Type: Gas/Petrol	1					1		

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DESCRIPTION / SPECIFICATION/ WORK STATEMENT

The Contractor shall perform preventive maintenance service of the **Preventive Maintenance Mules & Engine Driven Machines**.

Work Force:

Contract will be awarded inclusive of Technicians / Engineers, required tools and tests to complete the job complete in all aspect as per site requirements. As described in this statement of work.

Health and safety requirements:

The contractor shall and agrees to comply with any and all health, and safety regulation as may be required by the US Consulate during the performance of the work.

Supervision:

The Contractor shall provide all supervision of the work. A Consulate Office supply staff Supervisor will inspect the work on site to ensure that tasks meet the requirements of the Contract. He / She will indicate errors and corrections required to the Contractor's Supervisor/Engineers.

1. The maintenance services include inspections, lubrication, adjustment, replacing parts as deemed necessary by the Contractor and all other regular professional preventive maintenance.
2. Barring regular-scheduled American and Pakistani legal holidays and other circumstances beyond either party's control, the maintenance services rendered under this contract shall be performed next day of holiday.

Emergency response:

3. Emergency repairs between schedule services will be carried out free of charge to the Government.
4. Contractor will respond to such emergencies during the Consulate's normal duty hours and with (8) eight hours after being notified. Failure to respond will result in no payment for that month's service charged regularized by this contract.

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5. For purposes of emergency response notifications, Contractors agrees to supply the Government his cell number.
6. Repairs necessitated by accidents, misuse, neglect, electrical fluctuation, or by acts beyond any person's control will be carried out at the cost of the Government.
7. Contractor will not assume responsibility for any repair work on, or otherwise tampering with part of the machine that was performed by persons other than the authorized *technicians* of the Contractor. Repairs required in such cases will be charged to and be payable by the Government.
8. Contractor will assume responsibility for repair or replacement of any part or component of the machine if has been determined that such part or component become inoperable because of the Contractor's negligence or poor performance.
9. All work is expected to occur on the Government's premises, however, in the event it is necessary to remove any part or component to

the Contractor's place of business in order to affect repair, the Contractor will first obtain written authorization before removing such Government-owned property, in such cases, the Contractor will provide transportation to and from the Contractor's place of business.

Spare parts:

10. The Government shall supply all spare parts and contractor shall install the parts at no extra expense to the Government. All parts are replaced shall remain the property of the Government and will not be removed from the Government's premises.
11. In the event Machine requires replacement of parts or major repair exceedingly the specifications of the contract, the Contractor shall submit as estimate in duplicate and obtain approval of the Government prior to procuring and installing such parts or performing such major repair.
12. If replacement parts are not available either with the Contractor or on the local market the Government may elect to procure them through its own facilities. When feasible, the Contractor shall provide sample advance notice to the Government so that the machine is not out of service for an unnecessary period.

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PRICING:

2.1 base Year- The Contractor shall provide the services shown below for the base period of the contract, starting on the date stated in the Notice to Proceed:

Line Item	Description	Price Per month	U/I	Total
	Preventive Maintenance Mules & Engine Driven Machines as Per List of Equipments		12 months	

2.2 Option Year 1 - The Contractor shall provide the services shown below for the base period of the contract, starting on the date stated in the Notice to Proceed:

Line Item	Description	Price Per month	U/I	Total
	Preventive Maintenance Mules & Engine Driven Machines as Per List of Equipments		12 months	

2.3 Option Year 2 - The Contractor shall provide the services shown below for the base period of the contract, starting on the date stated in the Notice to Proceed:

Line Item	Description	Price Per month	U/I	Total
	Preventive Maintenance Mules & Engine Driven Machines as Per List of Equipments		12 months	

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2.4 Option Year 3 - The Contractor shall provide the services shown below for the base period of the contract, starting on the date stated in the Notice to Proceed:

Line Item	Description	Price Per month	U/I	Total
	Preventive Maintenance Mules & Engine Driven Machines as Per List of Equipments		12 months	

2.2 Option Year 4 - The Contractor shall provide the services shown below for the base period of the contract, starting on the date stated in the Notice to Proceed:

Line Item	Description	Price Per month	U/I	Total
	Preventive Maintenance Mules & Engine Driven Machines as Per List of Equipments		12 months	

Base Year Total 2022 (Jan-Dec)	PKR
Option Year 1 Total 2023 (Jan -Dec)	PKR
Option Year 2 Total 2024 (Jan -Dec)	PKR
Option Year 3 Total 2025 (Jan -Dec)	PKR
Option Year 4 Total 2026 (Jan -Dec)	PKR
Grand Total of Base year plus All Option Years	

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3.0 NOTICE TO PROCEED

After contract award and submission of acceptable insurance certificates and copies of all applicable licenses and permits, the Contracting Officer will issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start.

4.0 DOSAR 652.216-71 PRICE ADJUSTMENT (AUG 1999)

(a) The contract price may be increased or decreased in actual costs of direct service labor which result directly from laws enacted and effective during the term of this contract by the Pakistan Government. Direct service labor costs include only the costs of wages and direct benefits (such as social security, health insurance, unemployment compensation insurance) paid to or incurred for the direct benefit of personnel performing services under one of the contract line items listed in Section of this contract. Price adjustments will include only changes in direct service labor costs incurred in order to comply with the requirements of the law. No adjustment will be made under this clause with respect to labor costs of personnel not performing direct service labor under the categories of Section nor for overhead, profit, general and administrative (G&A) costs, taxes or any other costs whatsoever (b) For the contracting officer to consider any request for adjustment, the Contractor shall demonstrate in writing:

(1) That the change in the law occurred during the term of this contract and subsequent to the award date of this contract; and,

(2) That the change in the law could not have been reasonably anticipated prior to contract award; and,

(3) How the change in the law directly affects the Contractor's costs under this contract.

(c) The Contractor shall present data that clearly supports any request for adjustment. This data shall be submitted no later than 30 calendar days after the changes in the law have been made public. This data shall include, but not be limited to, the following:

(1) The calculation of the amount of adjustment requested; and,

(2) Documentation which identifies and provides the appropriate portions of the text of the particular law from which the request is derived.

(d) In order to establish the change between the requested adjusted rate and the original rate, the Contractor shall support the appropriate data and composition of the original rate and the requested adjusted rate. This shall include details regarding specific hourly rates paid to individual employees. For contracts paid in U.S. dollars, the Contractor's request

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for price adjustment shall present data reflecting:

- (1) The exchange rate in effect on the date of the Contractor's proposal that was accepted for the basic contract; and
 - (2) The current exchange rate and its effect on payment of workers in local currency. The allowable adjustment shall be limited to the extent to which increases in direct service labor costs due to host country law changes are not offset by exchange rate gains.
- (e) Only direct cost changes mandated by enacted laws shall be considered for adjustment under this contract. Changes for purposes of maintaining parity of pay between employees at the minimum mandated levels and employees already paid at levels above the newly mandated minimums shall not be considered. Therefore, if the Contractor elects to increase payments to employees who are already being paid at or above the mandated amounts, such increased costs shall be borne solely by the Contractor and shall not be justification for an increase in the hourly and monthly rates under this contract.
- (f) Any request for adjustment shall be presented by signature of an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.
- (g) No adjustment shall be made to the contract price that relates to any indirect, overhead, or fixed costs, profit or fee. Only the changes in direct service labor wages (and any benefits based directly on wages) shall be considered by the U.S. Government as basis for contract price changes.
- (h) No request by the Contractor for an adjustment under this clause shall be allowed if asserted after final payment has been made under this contract.
- (i) This clause shall only apply to laws enacted by the **Pakistan Government** meeting the criterion set forth above in paragraph (b). No adjustments shall be made due to currency fluctuations in exchange rates.

9.0 INSURANCE REQUIREMENTS

9.1 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

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policies.

9.2 Insurance. The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this contract, whatever insurance is legally necessary.

The Contractor shall carry the following minimum insurance:

Comprehensive General Liability

Bodily Injury 50,000 PKR per occurrence 250,000 PKR cumulative

Property Damage 50,000 PKR per occurrence 250,000 PKR cumulative

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9.3 Worker's Compensation Insurance. The Contractor agrees to provide all employees with worker's compensation benefits as required by the laws of either the country in which the employees are working or the employee's native country, whichever offers greater benefits, following FAR 52.228-4 "Worker's Compensation and War-Hazard Insurance Overseas".

10.0 Permits.

The Contractor shall maintain in full force and effect all permits, licenses, and appointments required for the prosecution of work under this contract at no additional cost to the

Government. The Contractor shall obtain these permits, licenses, and appointments in compliance with host country laws.

11.0 LOCAL LAW REGISTRATION

If the local law or decree requires that one or both parties to the contract register the contract with the designated authorities to ensure compliance with this law or decree, the entire

burden of this registration shall rest upon the Contractor. Any local or other taxes which may be

assessed against the contract shall be payable by the Contractor without Government reimbursement.

12.0 GOVERNMENT FURNISHED PROPERTY/EQUIPMENT

The Contractor shall physically inventory all Government furnished property in its possession. Physical inventories consist of sighting, tagging or marking, describing, recording,

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reporting, and reconciling the property with written records. The Contractor shall conduct these physical inventories **annually** during the contract and at the completion or termination of the contract, as directed by the COR. Unless approved in advance by the Contracting Officer, personnel other than those who maintain the property records or who have custody of the property shall conduct the inventory.

13.0 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP).

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

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

13.2 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.

13.3 Standard. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of

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the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

13.4. Procedures.

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

13.4.2 The COR will complete appropriate documentation to record the complaint.

13.4.3 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.

13.4.4 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.

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

13.4.6 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.

13.4.7 The COR will consider complaints as resolved unless notified otherwise by the complainant.

13.4.8 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.

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SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 2014), is incorporated by reference (see SF-1449, Block 27A)

The following FAR clause(s) is/are provided in full text:

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (OCT 2014)

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

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

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

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)"(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 (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).

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

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contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) [Reserved].

__ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

__ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (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. (Aug 2013) (31 U.S.C. 6101 note).

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

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

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

__ (ii) Alternate I (Nov 2011) of 52.219-3.

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

__ (ii) Alternate I (Jan 2011) of 52.219-4.

__ (13) [Reserved]

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

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- __ (ii) Alternate I (Nov 2011).
- __ (iii) Alternate II (Nov 2011).
- __ (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- __ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- __ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- __ (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- __ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Oct 2014) ([15 U.S.C. 637\(d\)\(4\)](#)).
- __ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- __ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- __ (iv) Alternate III (Oct 2014) of [52.219-9](#).
- __ (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- __ (19) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- __ (20) [52.219-16](#), Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

- __ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- __ (22) [52.219-28](#), Post Award Small Business Program Representation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- __ (23) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) ([15 U.S.C. 637\(m\)](#)).
- __ (24) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB)

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Concerns Eligible Under the WOSB Program (Jul 2013) ([15 U.S.C. 637\(m\)](#)).

__ (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

__ (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).

__ (27) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).

__ (28) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

__ (29) [52.222-35](#), Equal Opportunity for Veterans (Jul 2014)([38 U.S.C. 4212](#)).

__ (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

__ (31) [52.222-37](#), Employment Reports on Veterans (Jul 2014) ([38 U.S.C. 4212](#)).

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

__ (33) [52.222-54](#), Employment Eligibility Verification (Aug 2013). (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](#).)

__ (34)(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.)

__ (35)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O. 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of [52.223-13](#).

__ (36)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (E.O. 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of [52.223-14](#).

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__ (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

__ (38)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Jun 2014) (E.O. 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-16.

X (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

__ (40) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

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

__ (ii) Alternate I (May 2014) of 52.225-3.

__ (iii) Alternate II (May 2014) of 52.225-3.

__ (iv) Alternate III (May 2014) of 52.225-3.

__ (42) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

__ (43) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (44) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

__ (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

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X (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__ (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (51) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

__ (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (53)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.]

__ (1) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

__ (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).

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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__ (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).

__ (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) 52.222-17, No displacement of Qualified Workers (May 2014) (E.O.13495).

__ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

__ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, No displacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

(v) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

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

(vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212)

(viii) 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.

(ix) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

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

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

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

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

(xiii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

(xvi) 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.

52.249-4, Termination for Convenience of the Government (Services) (Apr 1984).

52.249-8, Default (Fixed price Supplies and Services) (Apr 1984)

(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)

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ADDENDUM TO CONTRACT CLAUSES

FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

These addresses are subject to change. You may also use an internet “search engine” (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
52.225-14	Inconsistency Between English Version and Translation Of Contract (FEB 2000)
52.228-4	Workers’ Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on A Government Installation (JAN 1997)
52.232-34	Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (MAY 1999)

The following FAR clauses are provided in full text:

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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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 **60 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 May 30th. 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 [], until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

The following DOSAR clauses are provided in full text:

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652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD
ISSUANCE PROCEDURES (AUG 2007)

(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)

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

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

b) Invoice Submission. The Contractor shall submit invoices in an original and one copy to the office identified in Block 18a of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e). Invoices can also be sent via email to KARACHIFMCINQUIRES@STATE.GOV.

(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:

652.237-71 - IDENTIFICATION/BUILDING PASS (APR 2004)

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

(a) The Department of State observes the following days as holidays:

OCCASION	DATE	DAY	TYPE
New Year's Day	December 31, 2021*	Friday	U.S.
Martin Luther King, Jr. Birthday	January 17	Monday	U.S.
Kashmir Day	February 5	Saturday	Pakistani
Washington's Birthday	February 21	Monday	U.S.

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Pakistan Day	March 23	Tuesday	Pakistani
Labor Day	May 1	Wednesday	Pakistani
*Eid-ul-Fitr	*May 3-5	Thursday	Pakistani
Memorial Day	May 30	Monday	U.S.
**Independence Day (Observed)	**August 4	Sunday	Pakistani
Juneteenth	June 20	Monday	U.S.
*Eid-ul-Azha	*October 9	Sunday	Pakistani
Pakistan Independence Day	August 14	Saturday	Pakistani
*9 th & 10 th Muharram	*August 8 & 9	Monday-Tuesday	Pakistani
Labor Day	September 5	Monday	U.S.
Columbus Day	October 10	Monday	U.S.
Veterans Day	November 11	Friday	U.S.
Thanksgiving Day	November 24	Thursday	U.S.
Christmas Day	Christmas Day Dec 26***	Monday	U.S.
***New Year's Day (Observed)	***December 31	Friday	U.S.

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- * Religious holidays are subject to the appearance of the moon and may vary from the scheduled dates.
- ** July 4, the legal public holiday, falls on a Sunday.
- ***Legal Public Holiday falls on Saturday.

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

(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.

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 *Property & Supply, US Consulate, Karachi*.

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:

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(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,

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(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.

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652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed.

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

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

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

this clause.

652.228-71 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)--
SERVICES (JUN 2006)

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