

Defense Federal Acquisition Regulation Supplement

Part 252--Solicitation Provisions and Contract Clauses

(Revised October 26, 2006)

252.222-7000 Restrictions on Employment of Personnel.

As prescribed in 222.7004, use the following clause:

RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)

(a) The Contractor shall employ, for the purpose of performing that portion of the contract work in _____, individuals who are residents thereof and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.

(b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.

(End of clause)

252.222-7001 Right of First Refusal of Employment--Closure of Military Installations.

As prescribed in 222.7102, use the following clause:

RIGHT OF FIRST REFUSAL OF EMPLOYMENT--CLOSURE OF MILITARY INSTALLATIONS (APR 1993)

(a) The Contractor shall give Government employees, who have been or will be adversely affected by closure of the military installation where this contract will be performed, the right of first refusal for employment openings under the contract. This right applies to positions for which the employee is qualified, if consistent with post-Government employment conflict of interest standards.

(b) Government personnel seeking preference under this clause shall provide the Contractor with evidence of eligibility from the Government personnel office.

(End of clause)

252.222-7002 Compliance with Local Labor Laws (Overseas).

As prescribed in 222.7201(a), use the following clause:

COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)

(a) The Contractor shall comply with all—

(1) Local laws, regulations, and labor union agreements governing work hours;
and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes

Defense Federal Acquisition Regulation Supplement

Part 252--Solicitation Provisions and Contract Clauses

the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting Officer.

(End of clause)

252.222-7003 Permit from Italian Inspectorate of Labor.

As prescribed in 222.7201(b), use the following clause:

PERMIT FROM ITALIAN INSPECTORATE OF LABOR (JUN 1997)

Prior to the date set for commencement of work and services under this contract, the Contractor shall obtain the prescribed permit from the Inspectorate of Labor having jurisdiction over the work site, in accordance with Article 5g of Italian Law Number 1369, dated October 23, 1960. The Contractor shall ensure that a copy of the permit is available at all reasonable times for inspection by the Contracting Officer or an authorized representative. Failure to obtain such permit may result in termination of the contract for the convenience of the United States Government, at no cost to the United States Government.

(End of clause)

252.222-7004 Compliance with Spanish Social Security Laws and Regulations.

As prescribed in 222.7201(c), use the following clause:

COMPLIANCE WITH SPANISH SOCIAL SECURITY LAWS AND REGULATIONS (JUN 1997)

(a) The Contractor shall comply with all Spanish Government social security laws and regulations. Within 30 calendar days after the start of contract performance, the Contractor shall ensure that copies of the documents identified in paragraph (a)(1) through (a)(5) of this clause are available at all reasonable times for inspection by the Contracting Officer or an authorized representative. The Contractor shall retain the records in accordance with the Audit and Records clause of this contract.

- (1) TC1--Certificate of Social Security Payments;
 - (2) TC2--List of Employees;
 - (3) TC2/1--Certificate of Social Security Payments for Trainees;
 - (4) Nominal (pay statements) signed by both the employee and the Contractor;
- and

Defense Federal Acquisition Regulation Supplement

Part 252--Solicitation Provisions and Contract Clauses

(5) Informa de Situacion de Empresa (Report of the Condition of the Enterprise) from the Ministerio de Trabajo y S.S., Tesoreria General de la Seguridad Social (annotated with the pertinent contract number(s) next to the employee's name).

(b) All TC1's, TC2's, and TC2/1's shall contain a representation that they have been paid by either the Social Security Administration Office or the Contractor's bank or savings institution. Failure by the Contractor to comply with the requirements of this clause may result in termination of the contract under the clause of the contract entitled "Default."

(End of clause)

252.222-7005 Prohibition on Use of Nonimmigrant Aliens--Guam.

As prescribed in 222.7303, use the following clause:

PROHIBITION ON USE OF NONIMMIGRANT ALIENS--GUAM (SEP 1999)

The work required by this contract shall not be performed by any alien who is issued a visa or otherwise provided nonimmigrant status under Section 101(a)(15)(H)(ii) of the Immigration and Nationality Act (8 U.S.C. 1101(a)(15)(H)(ii)). This prohibition does not apply to the performance of work by lawfully admitted citizens of the freely associated states of the Republic of the Marshall Islands, the Federated States of Micronesia, or the Republic of Palau.

(End of clause)

252.222-7006 Combating Trafficking in Persons.

As prescribed in 222.1705, use the following clause:

COMBATING TRAFFICKING IN PERSONS (OCT 2006)

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

"Coercion" means--

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Construction" means construction, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other real property. For purposes of this definition, the terms "buildings, structures, or other real property" include, but are not limited to, improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, cemeteries, pumping stations, railways, airport facilities, terminals, docks, piers,

Defense Federal Acquisition Regulation Supplement

Part 252–Solicitation Provisions and Contract Clauses

wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, and channels. Construction does not include the manufacture, production, furnishing, construction, alteration, repair, processing, or assembling of vessels, aircraft, or other kinds of personal property.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of a contractor directly engaged in the performance of work under a Government contract, including all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.

“Individual” means a contractor that has no more than one employee including the contractor.

“Involuntary servitude” includes a condition of servitude induced by means of—

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process (22 U.S.C. 7102(5)).

“Service contract” means a contract that directly engages the time and effort of a contractor whose primary purpose is to perform an identifiable task rather than to furnish an end item of supply.

“Service (other than commercial)” means a service that does not meet the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Severe forms of trafficking in persons” means—

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy.* It is the policy of the Department of Defense (DoD) that trafficking in persons will not be facilitated in any way by the activities of DoD contractors or

Defense Federal Acquisition Regulation Supplement

Part 252–Solicitation Provisions and Contract Clauses

contractor personnel. DoD will not tolerate severe forms of trafficking in persons or use of forced labor by DoD contractors, DoD subcontractors, or DoD contractor or subcontractor personnel during the period of contract performance. Furthermore, DoD will not tolerate the procurement of commercial sex acts by DoD contractors, DoD subcontractors, or DoD contractor or subcontractor personnel, during the period of performance of service or construction contracts. As delineated in National Security Presidential Directive 22, the United States has adopted a zero tolerance policy regarding contractor personnel who engage in or support trafficking in persons.

(c) *Contractor compliance.*

(1) During the performance of this contract, the Contractor shall comply with the policy of DoD and shall not engage in or support severe forms of trafficking in persons or use forced labor. The Contractor is responsible for knowing and adhering to United States Government zero-tolerance policy and all host nation laws and regulations relating to trafficking in persons and the use of forced labor.

(2) Additionally, if this contract is a service or construction contract, the Contractor shall not engage in or support the procurement of commercial sex acts during the performance of this contract and is responsible for knowing and adhering to United States Government policy and all host nation laws and regulations relating thereto.

(d) *Contractor responsibilities for employee conduct - service or construction contracts.* If this contract is a service or construction contract, the Contractor, if other than an individual, shall establish policies and procedures for ensuring that during the performance of this contract, its employees do not engage in or support severe forms of trafficking in persons, procure commercial sex acts, or use forced labor. At a minimum, the Contractor shall–

(1) Publish a statement notifying its employees of the United States Government policy described in paragraph (b) of this clause and specifying the actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, termination of employment, or removal from the host country;

(2) Establish an awareness program to inform employees regarding–

(i) The Contractor’s policy of ensuring that employees do not engage in severe forms of trafficking in persons, procure commercial sex acts, or use forced labor;

(ii) The actions that will be taken against employees for violation of such policy; and

(iii) Laws, regulations, and directives that apply to conduct when performance of the contract is outside the United States, including–

(A) All host country Government laws and regulations relating to severe forms of trafficking in persons, procurement of commercial sex acts, and use of forced labor;

Defense Federal Acquisition Regulation Supplement

Part 252–Solicitation Provisions and Contract Clauses

(B) All United States laws and regulations on severe forms of trafficking in persons, procurement of commercial sex acts, and use of forced labor that may apply to its employees' conduct in the host nation, including those laws for which jurisdiction is established by the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261-3267) and 18 U.S.C. 3271, Trafficking in persons offenses committed by persons employed by or accompanying the Federal Government outside the United States; and

(C) Directives on trafficking in persons from the Combatant Commander, or the Combatant Commander's designated representative, that apply to contractor employees, such as general orders and military listings of "off-limits" local establishments; and

(3) Provide all employees directly engaged in performance of the contract with–

(i) Any necessary legal guidance and interpretations regarding combating trafficking in persons policies, laws, regulations, and directives applicable to performance in the host country; and

(ii) A copy of the statement required by paragraph (d)(1) of this clause. If this contract is for services (other than commercial), the Contractor shall obtain written agreement from the employee that the employee shall abide by the terms of the statement.

(e) *Employee violations – notification and action.* The Contractor shall–

(1) Inform the Contracting Officer immediately of any information it receives from any source (including host country law enforcement) that alleges a contractor or subcontractor employee has engaged in conduct that violates the policy in paragraph (b) of this clause. Notification to the Contracting Officer does not alleviate the Contractor's responsibility to comply with applicable host nation laws;

(2) In accordance with its own operating procedures and applicable policies, laws, regulations, and directives, take appropriate action, up to and including removal from the host nation or dismissal, against any of its employees who violate the policy in paragraph (b) of this clause; and

(3) Inform the Contracting Officer of any actions taken against employees pursuant to this clause.

(f) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (e), or (g) of this clause may render the Contractor subject to–

(1) Required removal of a Contractor employee or employees from the performance of the contract;

(2) Required subcontractor termination;

(3) Suspension of contract payments;

Defense Federal Acquisition Regulation Supplement

Part 252--Solicitation Provisions and Contract Clauses

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default, in accordance with the Termination clause of this contract; or

(6) Suspension or debarment.

(g) *Subcontracts.*

(1)(i) The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts performed outside the United States; and

(ii) If this contract is for services (other than commercial), the Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts performed in the United States for the acquisition of services (other than commercial).

(2) If this contract is a service or construction contract, the Contractor shall conduct periodic reviews of its service and construction subcontractors to verify compliance with their obligations pursuant to paragraph (d) of this clause.

(3) The Contractor shall—

(i) Immediately inform the Contracting Officer of any information it receives from any source (including host country law enforcement) that alleges a subcontractor has engaged in conduct that violates the policy in paragraph (b) of this clause. Notification to the Contracting Officer does not alleviate the Contractor's responsibility to comply with applicable host nation laws;

(ii) Take appropriate action, including termination of the subcontract, when the Contractor obtains sufficient evidence to determine that the subcontractor is in non-compliance with its contractual obligations pursuant to this clause; and

(iii) Inform the Contracting Officer of any actions taken against subcontractors pursuant to this clause.

(End of clause)