

EMBASSY OF THE UNITED STATES OF AMERICA



May 06, 2016

General Services Office  
#1, Street 96, Phnom Penh, Cambodia  
Tel: 023 728 000  
Fax: 023 728 400

Dear Prospective Offeror/Quoter:

SUBJECT: SCB60016Q0009: Request for Quotation for providing "floor maintenance" for U.S. Embassy Phnom Penh.

The U.S. Embassy Phnom Penh has a requirement for providing "floor maintenance". You are invited to submit a quotation. The Request for Quotations (RFQ) consists of the following sections:

1. Standard Form SF-18
2. Basic information, specifications/statement of work and/or technical qualifications.

The Embassy plans to award a purchase order(s). You are encouraged to make your quotation competitive. You are also cautioned against any collusion with other potential offerors with regard to price quotations to be submitted. The RFQ does not commit the Embassy to make any award. The Embassy may cancel this RFQ or any part of it. All prospective offerors who have received this RFQ are invited to attend a site visit on **May 12, 2016 at 02:00 PM**. Pre-registration for the site visit will be required. Please send the company name and the name of persons wishing to attend no later than **12:00 pm on May 11, 2016** to [KhuochV@state.gov](mailto:KhuochV@state.gov). Late registrations will not be accepted.

Please read the RFQ carefully, and if you are interested, submit your quotation. Your quotation must be submitted in sealed envelopes marked Quotation for providing "the floor maintenance" for U.S. Embassy Phnom Penh to GSO-Procurement Section, # 1, Street 96, Phnom Penh, Cambodia or be sent by email to [PhnomPenhProcurement@state.gov](mailto:PhnomPenhProcurement@state.gov) on or before **4:00 PM, local time on May 17, 2016**. Late quotations will not be accepted. The evaluation method is the lowest price, technically acceptable (LPTA) method.

Sincerely,

Rebecca C. Raman

General Services Officer

Enclosure: As Stated.

<b>REQUEST FOR QUOTATIONS</b> <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS- SMALL PURCHASE SET-ASIDE (52.219-4)			PAGE 2	PAGES 14
1. REQUEST NO. <b>SCB60016Q0009</b>	2. DATE ISSUED <b>May 06, 2016</b>	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING		
5A. ISSUED BY <b>General Services Office, U.S. Embassy Phnom Penh</b> <b>#1, St. 96, Sangkat Wat Phnom, Phnom Penh</b>			6. DELIVER BY (Date) <b>See page 3 of this RFQ</b>			
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls)			7. DELIVERY			
NAME <b>Rebecca C. Raman</b> <b>Email: PhnomPenhProcurement@state.gov</b>		TELEPHONE NUMBER AREA CODE <b>023 728 000</b>	FOB DESTINATION OTHER (See Schedule) <b>U.S Embassy Phnom Penh</b>			
8. TO:			9. DESTINATION			
a. NAME	b. COMPANY		a. NAME OF CONSIGNEE <b>U.S Embassy Phnom Penh</b>			
c. STREET ADDRESS			b. STREET ADDRESS <b>#1, St. 96, Sangkat Wat Phnom</b>			
d. CITY	e. STATE	f. ZIP CODE	c. CITY <b>Phnom Penh</b>			
			d. STATE	e. ZIP CODE		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) <b>May 17, 2016 @4.00PM, local time</b>		<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter				
11. SCHEDULE (Include applicable Federal, State and local taxes)						
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
1	See Section 1: the SCHEDULE					
12 DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS NUMBER %	
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.						
13 NAME AND ADDRESS OF QUOTER			14 SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15 DATE OF QUOTATION	
a. NAME OF QUOTER			<b>Rebecca C. Raman</b>			
b. STREET ADDRESS						
c. COUNTY			a. NAME (Type or print)		b. TELEPHONE	
d. CITY			e. TITLE (Type or print)		AREA CODE	
e. STATE			<b>General Services Officer</b>		NUMBER	
f. ZIP CODE						

Standard Form-18

**SECTION 1 - THE SCHEDULE**

**CONTINUATION OF SF-18  
RFQ NUMBER SCB60016Q0009, PRICES, BLOCK 11**

U.S. Embassy Phnom Penh has the requirement for providing service of floor maintenance as follows:

**A) PRICE SCHEDULE**

No	Service description	Unit	Estimated Quantity
1	Floor maintenance - Remove dirt, clean and polish the marble floor of Chancery building, main CAC, Consular CAC and Service CAC	Square metter	1,548
2	Floor maintenance- Remove dirt, clean and polish the vinyl floor of Chancery building, main CAC, Consular CAC and Service CAC	Square metter	1,058
3	Floor maintenance- Remove dirt, clean and polish the marble floor of USAID/Annex building	Square metter	312
4	Floor maintenance- Remove dirt, clean and polish the vinyl floor of USAID/Annex building	Square metter	223
Please see pharagraph B for detailed statement of work			

**DELIVERY AND INSTALLATION TIME**

The service shall be completed within 60 days after date of issuing order.

**PAYMENT TERMS**

Payment will be made via EFT within 30 days upon completion of the services for the whole assignment by certified and acceptance by COR in accordance with the Embassy’s contract and purchase order. Invoice shall be sent to:

Financial Management Officer  
# 1, St. 96, Sangkat Wat Phnom, Daun Penh  
Phnom Penh, Cambodia  
Email: [PHPVoucher@state.gov](mailto:PHPVoucher@state.gov)

**B). DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**Scope of Work:** Annual marble and vinyl floor maintenance

**Summary:** Contractor will provide labor, chemical and equipment to remove dirt, clean and polish the marble and vinyl floor of Chancery building, main CAC, Consular CAC and Service CAC. Methods and chemical will approved by the Facility Manager or the Contracting Representative.

**Access to work:** Contractor may access the Chancery building through the Service CAC.

**Movement and protection of furniture and equipment:** Contractor is responsible for arranging and protecting furniture and equipment. Embassy staff may assist the contractor when and where necessary. Some larger equipment may only be moved a short distance while floor maintenance is done, then the furniture and equipment will be moved back. Embassy staff will help in this effort.

**Floor Surface Maintenance:** Contractor will respectively strip, scrub, mop, vacuum, rinse and dry the floor in order to remove dirt and stains on the surface of the marble and vinyl floor. After dirt and stains are removed, contractor will apply approved chemical on the floor, and polish and buff the floor respectively. Any use of power tools must be approved by the Facility Manager or site supervisor.

**Cleanup:** Absolutely all floor maintenance work must satisfy the Facility Manager. Damage to furniture, equipment and other surfaces of the floor must be restored by the contractor.

**Safety:** The contractor is responsible for providing proper PPE including eye, head, hand, foot and breathing protection to his/her workers.

**Insurance and protection from liability:** The contractor must show proof of insurance or confirm responsibility for any damage, personal injury, supplier payment, liability or mishap that could become a financial obligation or repair cost to the US Embassy.

**Working hours, toilet, escort and worker access:** The contractor can work from 8 to 5 every day, including Saturday, but not Sunday without permission from the Facility Manager. Other hours or holidays must be approved by the Facility Manager. A U.S. government approved escort is required for every 5 workers. Workers' names are to be submitted one week in advance or notification of delay provided. Vehicle type and license number is to be submitted at least one day before work begins.

## C). SAFETY REQUIREMENTS

### 1.0 Scope and Application

This document applies to all contractors and subcontractors working at or on U.S. Embassy property owned or leased as specified in the scope of work. The contractor is responsible for ensuring subcontractor compliance.

In addition to the requirements outlined elsewhere within this document **the contractor shall comply with the requirements of the US Army Corps of Engineers' Safety and Health Requirements Manual (EM385-11)**. A copy of the EM-385-1-1 is available via the attached link. [EM385-1-1](#) In the event of conflict between this document and the EM-385-1-1 the contractor shall immediately notify the Contracting Officer's Representative (COR). The COR for this contract is Electrical, Mechanical and Engineering Technican, from Facilities Section.

While working on U.S. Government projects the contractor and their subcontractor(s) are responsible for maintaining safety for the workers and public. Personnel shall not use equipment for tasks other than what it was designed for, or equipment which is unsafe. All equipment, tools, etc. shall be manufactured by a commercial manufacturer and not "homemade" and shall be in good condition with no obvious or latent defects. The Contractor shall consult with the COR as necessary to ensure full compliance.

### 2.0 Basic requirements

The contractor will identify a safety officer for each project responsible for the following:

- 2.1. Proper Protective Equipment (PPE)** will be worn by workers while in any work area or while performing tasks that create hazards for workers. Appropriate task based PPE shall be used at all times. Examples of PPE include, but is not limited to, the following:
- Safety glasses will be worn while performing drilling, chiseling, chipping, and metal working.
  - Hearing protection will be provided for all those operating or working within proximity of loud power tools and equipment.
  - Hard hats must be worn in areas where falling objects are a hazard.
  - Gloves will be worn for cleanup and removal of work area waste.
  - Proper footwear will be provided for all workmen (Safety Shoes).
  - Safety or visibility screens should be erected for such jobs as welding or grinding.
- 2.2 Fall Protection:** Fall prevention measures are necessary for anyone working six feet (1.83M) or more above the lower level. In addition to using safe ladders, safety measures may involve two person teams to ensure ladder stability, a rope and bucket for the movement of tools and supplies, safety harness and other fall prevention equipment, etc.
- 2.3 Scaffolding and ladder work**
- Inspect the ladder prior to EVERY use.
  - Barricade traffic areas in the vicinity of ladder use, and lock, barricade or guard doorways in which a ladder is placed. Keep the area around the top and bottom of the ladder clear.
  - Scaffolding shall be secured at intervals of 15 feet to a solid support. Securing will be by wire, cable, chain or rope.
  - Scaffolding shall not be moved until its height is reduced below 15 feet. Sufficient help shall be used to move the scaffold.
  - Guard rails and toe boards are required on any scaffold over five feet high.
- 2.4 Use of Signs and Barriers**
- Barriers and signs shall identify workplace hazards and special instructions.
  - Minimum space required to perform work shall be identified.
  - Ribbon, tape, fencing or portable barriers will create a controlled area around a work site.
- 2.5 Lockout/Tagout:** Ensure that electrical and mechanical equipment is de-energized and cannot be accidentally re-energized while employees work on the equipment by locking out and tagging the affected equipment.
- 2.6 Electrical:**
- Electrical “Hot Work” is defined as work where exposed and/or unguarded circuits or parts are energized at 50 volts AC or 100 volts DC. Hot electrical work is to be performed as a last resort and not as a matter of efficiency or expediency. Before undertaking any hot electrical work employees are required to consult with the COTR for guidance. If the COR concurs, a “SHEM – HOT WORK ELECTRICAL PERMIT” will be issued.
  - All power cords and power taps will be wired appropriately, leaving no exposed wires that are live or could come in contact with personnel.
  - While connecting or working on electrical system circuits, lockout/tag-outs will be used on the specific de-energized circuit (turned off at the main breaker).
  - Power cords will not rest in areas that are prone to flooding or constantly wet, (i.e. running through puddles).
  - Equipment will be plugged into a standard receptacle not/not wired directly into power taps.

- f. Power cords or temporary wiring crossing footpaths will be properly protected/marked to alleviate tripping hazards.
- g. All receptacle outlets that provide temporary electrical power during construction, remodeling, maintenance, repair, or demolition, shall have ground -fault circuit-interrupter (GFCI) protection for personnel. GFCI protection shall be minimum 10 mA provided on all circuits serving portable electric hand tools or semi-portable electric power tools.

## **2.7 Welding/Cutting/Grinding (Hot Work):**

- a. Prior to performing any “Hot Work”, the Contractor MUST obtain a “DS-1939 HOT WORK PERMIT” from the COR. Whenever welding, cutting or grinding must be done in areas not specifically designed for this type of work, the area shall be inspected prior to the beginning of any work, or using equipment which could directly/indirectly start a fire, or damage other portions of the facility, examples include but are not limited to:
  - 1. Any operation or equipment which produces a flame or which may be a source of ignition for flammable gases and vapors by producing surface temperatures greater than 302 F (150 C).
  - 2. Any maintenance or construction work which, as a result of friction, will generate a spark (grinding, chipping, drilling, hammering, or any material flow which can create static electricity).
- b. When such condition(s) exist the contractor shall:
  - 1. Sweep the floors clean.
  - 2. Wet combustible floors or cover them with sheet metal or other noncombustible material.
  - 3. Provide physical protection over other surfaces that could be damaged or negatively affected by the contractors’ actions.
  - 4. Remove all flammable liquids and oil deposits from the work area.
  - 5. Move combustible material at least 35 feet away from the work area.
  - 6. Remove combustible material from ducts and enclosed equipment.
  - 7. Do not work on walls or ceilings containing combustible insulation.
  - 8. Station fire watch personnel with a small hose or extinguisher to smother fires started by sparks.
  - 9. **Fire watch personnel must remain at the work area at least one half hour after the job is completed to suppress and fire and to ensure that there is no fire in adjoining areas.**

## **2.8 Waste cleanup and removal**

- a. All excess or waste materials will be removed from the site at the close of the work day. Debris will be removed to include food bags and containers.
- b. Chemicals, paints and solvents will be clearly identified as such and at no time will they be left opened and unattended. They will be secured away from unauthorized personnel in a proper storage container or facility.

## **2.9 Confined Space:**

- a. In general, a confined space is a work location that is large enough and configured so that personnel can enter and perform assigned work, has limited and/or restricted openings for entry and is not designed for continuous occupancy. Confined spaces pose unique health and safety hazards due to their contents, configurations and materials that are introduced during work tasks. Typical confined spaces at include water storage vessels, fuel tanks, cooling towers, vaults, pits, trenches, manholes and sewer systems. Confined spaces can be above or below grade.
- b. Prior to undertaking/contracting any work in a confined space the Contractor shall consult with the COR. The COR will in turn issue a “CONFINED SPACE ENTRY PERMIT” if the COR is satisfied that the work can be accomplished in a safe manner and it is in compliance with Department of State

guidelines. In some cases the COR **must notify** and obtain approval from the Department. For example work in fuel tanks, septic tanks, manholes, and sewer systems requires prior approval from the Department.

## D). INSURANCE

### A. Amount of Insurance

The Contractor is required to provide whatever insurance is legally necessary under 52.228-5, "Insurance - Work on a Government Installation." The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

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

1. Bodily Injury on or off site stated in U.S. Dollars:

Per Occurrence	\$	500
Cumulative	\$	5,000
  
2. Property Damage on or off site in U.S. Dollars:

Per Occurrence	\$	1,000
Cumulative	\$	10,000

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

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

- (a) any property of the Contractor,
- (b) its officers,
- (c) agents,
- (d) servants,
- (e) employees, or
- (f) any other person, arising from and incident to the Contractor's performance of this contract.

The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

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

## B. Government as Additional Insured

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

## C. Insurance-Related Disputes

Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of FAR 52.233-1, Alternate I, "Disputes". Nothing in this clause shall excuse the Contractor from proceeding with the work, including the repair and/or replacement as herein above provided.

## D. Time for Submission of Evidence of Insurance

The Contractor shall provide evidence of the insurance required under this contract within ten (10) calendar days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

### 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 Maintenance Supervisor, Facilities Management Section.

## SECTION 2 - CONTRACT CLAUSES

### CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS AWARDED BY OVERSEAS CONTRACTING ACTIVITIES (Current thru FAC 2005-75-83)

#### 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: <https://www.acquisition.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 (MAY 2014) of 52.212-4 applies if the order is time-and-materials or labor-hour)	MAY 2015
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 Defense Base Act insurance)	JUL 2014
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 2015)

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)
- (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:

\_\_ (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 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).

X (5) [Reserved].

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

X (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) [Reserved].

\_\_ (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).

\_\_ (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-Subcontracting 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 Rerepresentation (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) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- X (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
- X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- X (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_ (34) 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.)
- \_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- \_\_ (ii) Alternate I (Jun 2014) of 52.223-13.
- \_\_ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- \_\_ (ii) Alternate I (Jun 2014) of 52.223-14.
- \_\_ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- \_\_ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).
- \_\_ (ii) Alternate I (Jun 2014) of 52.223-16.
- X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- \_\_ (41) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).
- \_\_ (42)(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.
- \_\_ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (44) 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).
- \_\_ (45) 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).
- \_\_ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

X (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_ (51) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X (54)(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) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

\_\_ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_ (4) 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).

\_\_ (5) 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).

\_\_ (6) 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).

\_\_ (7) 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).

\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014)(E.O. 13658).

\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

\_\_ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (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, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

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

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

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

(ix) 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.

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

(xi)

\_\_ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

\_\_ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xii) 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).

(xiii) 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).

(xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).

(xvi) 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).

(xvii) 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.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
652.225-71	Section 8(a) of the Export Administration Act of 1979, As Amended (if order exceeds simplified acquisition threshold)	AUG 1999
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)