Embassy of the United States of America

P.O. Box 194
Accra, Ghana

September 09, 2014

Dear Prospective Quoter/Offeror

Subject: Request for Quotations Number SGH100-Q-14-0026

American, Embassy, Accra, Ghana has a requirement for a contractor for Construction Services for a new Gym. You are invited to submit a quotation. The Request for Quotation (RFQ) consists of the following Sections:

1. Standard Form SF-18
2. Basic Information, Statement of work or Specification and technical qualifications

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

Quotations are due by September 23, 2014 at 4:00pm prompt, Please submit quotation to Lynn Nelson on his email @ - NelsonLX@state.gov

Sincerely,

Lynn Nelson
S/GSO
Contracting Officer

Enclosure

REQUEST FOR QUOTATIONS *(THIS IS NOT AN ORDER)*	THIS RFQ [ ] IS [x] IS NOT A SMALL BUSINESS-SMALL PURCHASE SET-ASIDE (52.219-4)	PAGE 1	OF	PAGES 14

1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
SGH10014Q0026	**9/09/2014**			

5A. ISSUED BY **General Services Office, American Embassy, Accra Ghana**	6. DELIVER BY *(Date)* **SEPTEMBER 23, 2014**
5B. FOR INFORMATION CALL: *(Name and telephone no.) (No collect calls)* NAME **Kevin Babcock A/GSO** TELEPHONE NUMBER AREA CODE NUMBER **0302-741000**	7. DELIVERY FOB DESTINATION **X** OTHER *(See Schedule)*
8. TO: a. NAME b. COMPANY c. STREET ADDRESS d. CITY ACCRA e. STATE GHANA f. ZIP CODE	9. DESTINATION a. NAME OF CONSIGNEE **N/A** b. STREET ADDRESS c. CITY d. STATE e. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS *(Date)* **September 23, 2014**	**IMPORTANT:** 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	**CONSTRUCTION SERVICES FOR *A NEW AMC GYM*** See attached	ALL			

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 [ ] are [ ] 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. STREET ADDRESS			16. SIGNER	
c. COUNTY			a. NAME (Type or print) **LYNN NELSON**	b. TELEPHONE **0302 741 481**
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)	AREA CODE NUMBER

STANDARD FORM 18

STATEMENT OF WORK
FOR
CONSTRUCTION SERVICES FOR *A NEW AMC GYM*

1.0 INTRODUCTION

1.1 The U.S. American Embassy in Accra, Ghana has a requirement to obtain Construction Services to **Construct a New Gym for The AMC, Cantonments- Accra**.

This project consists of provision of labor services to **Construct A New Gym at the AMC,** located at the 4th Circular Road Cantonments, Accra. This shall include:

- **i. Removal of vegetable top soil on the site measuring 48' x 41'**
- **ii. Excavate for foundation trench of depth not exceeding 0.5m**
- **iii. Compact bottom of excavation**
- **iv. Prepare, mix and cast 1:3:6 concrete for foundation**
- **v. Lay 150mm thick concrete block wall**
- **vi. Backfill foundation trench and curt away surplus materials if any**
- **vii. Fill bed with appropriate approved hardcore material and compact to receive concrete bed**
- **viii. Lay approve polythene sheet over hardcore filling**
- **ix. Fix formwork to edges and faces of concrete bed**
- **x. Cast 150mm concrete floor bed**
- **xi. Remove formwork and render footing**
- **xii. Cut internal parts of the metal containers**
- **xiii. Cut metal container for windows and door openings**
- **xiv. Weld metal container to increase the height to 10ft**
- **xv. Treat and fix all hardwood roofing purlins, Rafters and fascia**
- **xvi. Fix metal trucks and studs to receive drywall board for ceiling and walls**
- **xvii. Make all wiring to receive lights**
- **xviii. Mix and lay cement mortar screed to receive floor tiles**
- **xix. Lay approved floor tiles and skirting**
- **xx. Fix metal balusters at the front of the gym**
- **xxi. Prepare and paint Internal walls**

xxii. **Prepare and paint External walls**

xxiii. **Prepare and paint balusters**

xxiv. **Prepare and paint all wood surfaces**

xxv. **Fix single and double doors**

xxvi. **Fix glazed aluminum windows**

xxvii. **Clear all debris from site**

xxviii. **Provide outlet and install three [3] A/C'S**

1.2 The facility on the American Mission Compound Located at the 4th Circular Cantonments, Accra All inspections shall be requested through the Embassy's Facility Manager [FM] or Contracting Officer Representative [COR].

1.3 Work shall be completed as expeditiously as possible. The structure shall be occupied during the execution of this contract.

1.4 <u>Site Visit</u>

A site visit will be scheduled by the COR/ Procurement , and must be conducted prior to submission of bid at U.S. Embassy, 4th Circular Road, Cantonments, Accra, Ghana. Please Contact either Felix Mawunyo @0302 741841/0246346641 or Jessie Addo @0302 741704 for the scheduled date.

2.0 GENERAL REQUIREMENTS

2.1 The Contractor shall provide quantity surveyors, equipment, tools and supervision as needed to complete the services that meet the technical requirements in this Statement of Work [SOW]. It is expected that the Contractor shall partner closely with Embassy personnel.

2.2 The work shall be executed in a diligent manner in accordance with a negotiated firm fixed price and performance period. The period of performance for all Phases of the project shall be proposed by the contractor and agreed on by COR

2.2 The Contractor shall have limited access to or be admitted into any structure outside the areas designated for the project except with permission by the Embassy. The Contractor shall address the impact of the consequent disruption and provide for a continuing level of operation for continuous occupation of the residence during works.

2.3 The Contractor shall be required to prepare and submit reports, **<u>bill of materials, product literature, specifications, quality control schedules and safety plan</u>**. These documents shall provide the necessary interfaces, coordination, and communication between the Embassy and Contractor for the delivery of a completed project.

4.0 CONTRACT ADMINISTRATION

4.1 The Contractor shall not conduct any work that is beyond this Statement of Work and accompanying specifications unless directed in writing by the Contracting Officer [CO]. Any work done by the Contractor beyond this SOW and accompanying specifications without direction from the CO will be at the Contractor's own risk and at no cost to the Embassy.

4.2 The Contracting Officer shall provide a Notice to Proceed [NTP] to the Contractor. No work shall be initiated until the NTP is issued by the CO.

4.3 The Contracting Officer may designate more than one individual to serve as the Contracting Officer's Representative [COR]. The Contractor will be furnished evidence of COR appointments, including explicit authority delegated to each COR and their responsibilities.

4.4 The Embassy does not make representations or warranties of whatsoever kind or nature, either expressed or implied, as to the quality, level of completion, accuracy, extent of compliance with the standards, codes and requirements described or referred to in this SOW, or the extent of coordination between or among the documents provided to the Contractor.

4.5 The Embassy's review, approval, or acceptance of, or payment for the services required under this contract shall be construed to operate as a waiver of any rights under this contract or any cause of action against the Contractor arising out of the performance of this contract.

4.6 The Embassy has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Facilities Office may perform quality assurance inspections [QAI] and tests during the work to confirm the work is according to the SOW.

4.7 The Contracting Officer has the authority to issue a temporary stop order during the execution of any particular phase of this SOW. This authority may be executed when the Embassy requires time for official functions, or is in possession of specific credible information indicating that the lives of Embassy personnel are immediately threatened and that the execution of the project will increase the Embassy's vulnerability. The Contractor shall promptly notify the CO that work has been stopped.

4.8 If any of the Contractor's services do not conform to the contract requirements, the COR may require the Contractor to perform the services again in conformity with the contract requirements. The Embassy may by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Embassy that is directly related to the performance of such service or terminate the contract for default.

4.9 The Embassy has the right to terminate this contract of convenience at any time in whole, or from

time to time, if the Contracting Officer determines it is in the interest of the Embassy.

5.0 RESPONSIBILITY OF THE CONTRACTOR

5.1 Contractor shall provide all necessary materials needed to complete the project as specified. Specifications of all materials to be used must be given in the bid (include pictures and drawings if necessary).

5.2 The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of the work and other services furnished under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its works and other services.

5.2 The Contractor shall identify a Project Site Manager who shall be responsible for the overall management of the project and shall represent the Contractor on the site during the work. The Project Site Manager shall be approved by the COR.

5.3 The Project Site Manager shall attend all project meetings, prepare Status Reports on the project and submit them to the COR. Status Reports shall contain meeting minutes, accomplishments, arising concerns and proposed solutions, any proposed changed orders, and any other pertinent information required to report the progress of performance.

5.3.1 All documentation produced for this project will become the ownership of the Embassy at the completion of this project.

5.4 Any cost associated with services subcontracted by the Contractor shall be borne by and be the complete responsibility of the Contractor under the fixed price of this contract.

5.5 The Contractor is responsible for safety and shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety and similar matters. The Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries to the COR.

5.6 The Contractor shall be and remain liable to the Embassy in accordance with applicable law for all damages to the Embassy caused by the Contractor's negligent performance of any of the services furnished under this contract. The rights and remedies for the Embassy provided for under this contract are in addition to any other rights and remedies provided by law.

6.0 PRE-WORK REQUIREMENTS

6.1 The Contractor shall examine all the documents and visit the site to fully inform themselves of all the conditions and limitations applied to the work and submit a firm fixed price cost proposal for all the work. No sub sequent cost allowance will be made to the Contractor for neglect of the existing conditions.

6.2 Provide a statement that the Contractor's company and all personnel are experienced in construction services or similar to type and scope required for the work.

6.3 The Contractor shall prepare and submit a **Quality Control Schedule [QCS] and Project Safety Plan [PSP]** to address the project. The QCS and PSP are intended to document the entire project from beginning to end.

7.0 WORK REQUIREMENTS

7.1 No work shall begin until approvals of the Pre-work Submittals are accepted by the COR.

7.2 The Contractor shall be responsible for all required materials not provided by the Embassy, equipment and personnel to manage, administer, and supervise the project. All workmanship shall be of good quality and performed in a skillful manner as determined by the COR.

7.3 Equipment and materials shall be carefully handled, properly stored, and adequately protected to prevent damage before and during the work, in accordance with the manufacturer's recommendations. Damaged or defective items shall be replaced. The contractor will be responsible for security of all materials and equipment.

7.4 The Contractor will be provided with a storage and staging area as determined by the COR. The Contractor shall be responsible for restoring the area to its original condition at the completion of the work. The Contractor shall be responsible for repair of any damage incurred to buildings or pavement as a result of storage activities. The Contractor is responsible for obtaining any additional off compound storage areas as required.

7.5 The Contractor shall at all times keep the work area free from accumulation of waste materials. Upon completing the work, the Contractor shall remove all temporary facilities and leave the project site in a clean and orderly condition acceptable to the COR.

7.6 The Contractor shall perform the work at the site during the Embassy's normal workday hours, unless agreed upon with the COR.

7.7 At the end of each work day, or notification of a temporary stop order, the Contractor shall lower and fixed all temporary work platforms and/or harnesses. Contractor shall notify the COR of the temporary barricade locations. Beginning the next workday, the contractor shall remove the temporary barricades before continuing the project.

7.8 Storm Protection - Should warnings of wind of gale force or stronger be issued, the Contractor shall take every practicable precaution to minimize danger to person, the work and adjacent property. Precautions shall include, but not be limited to, closing all openings, removing all loose materials, tools and equipment from exposed locations, and other temporary work.

7.9 Cleanup - The Contractor shall keep the work area, including storage areas, free from accumulations of waste materials on a daily basis and comply with all federal, state and local

regulations pertaining to the storage, transport and disposal of wastes. The Contractor shall not use Embassy waste disposal facilities including garbage cans, trash piles or dumpsters.

7.10 Landscape Restoration - The surfaces of all unpaved areas disturbed by work activities shall be sodded with an approved grass native to the sodded area as approved by the COR. These shall include areas which existing pavement is removed, areas where excavation takes place, and areas where existing sod is killed or compacted by work activities. Landscape shrubs killed or damaged by work activities shall be replaced with same species and size.

8.0 CRITERIA

8.1 The Contractor work shall be in accordance with U.S. codes and standards. The COR will review and comment on the Contractor's submissions using the following codes and standards:
American Society for Testing & Materials,
2003 International Building Code

9.0 DELIVERABLE SCHEDULE

9.1 The Contractor shall commence work under this contract promptly, execute the work diligently, and achieve final completion and acceptance including final cleanup of the premises within the period specified.

10.0 PROJECT SECURITY

10.1 The work to be performed under this contract requires that the Contractor, its employees and sub-contractors submit corporate, financial and personnel information for review by the Embassy. Information submitted by the Contractor will not be disclosed beyond the Embassy.

10.2 The Contractor shall submit this information including company vehicle requirements within 10 days of the Notice to Proceed.

11.0 PAYMENTS

11.1 The Contractor shall submit his invoice, with the appropriate backup documents to the COR after completion. The COR will determine if the invoice is complete and proper as submitted. The COR also will determine if billed services have been satisfactorily performed and if expenses billed are correct. If it is determined that the amount billed is incorrect, the COR will within seven days, request the Contractor to submit a revised invoice.

END OF STATEMENT OF WORK

CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS AWARDED BY OVERSEAS CONTRACTING ACTIVITIES
(Current thru FAC 2005-55)

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 (OCT 2008) of 52.212-4 applies if the order is time-and-materials or labor-hour)	Feb 2012
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
52.225-25	Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran – Representation and Certification (applies to acquisitions above the micropurchase threshold)	NOV 2011
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)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance (if order is for services and contractor employees are not 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 2012)

(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)). (applies for all orders)

____ 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) (Pub. L. 108-77, 108-78).

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

	Clause Number and Title
x	(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402). *[Check if order exceeds $150,000]*
	(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note). *[Check if order exceeds the simplified acquisition threshold]*
	(3) [Reserved].
	(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (FEB 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note). (in all solicitations and contracts of $25,000 or more)
	(5) [Reserved].
	(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (if contract value exceeds $30,000)
	(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313). (contract value exceed $500,000 and offeror's total federal contracts value are over $10,000,000)
	(8) – (26) [Reserved].
	(27) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126). [Check if order is for supplies and exceeds the micro-purchase threshold]

	(28) 52.222-21, Prohibition of Segregated Facilities (FEB 1999). [Check if the following apply: for supplies, the order exceeds $10,000 and is awarded to a U.S. firm. For services, the order exceeds $10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]
	(29) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246). *[Check if the following apply: for supplies, the order exceeds $10,000 and is awarded to a U.S. firm. For services, the order exceeds $10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]*
	(30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212). *[Check if the following apply: for supplies, the order exceeds $150,000 and is awarded to a U.S. firm. For services, the order exceeds $150,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]*
	(31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793). *[Check if the following apply: for supplies, the order exceeds $10,000 and is awarded to a U.S. firm. For services, the order exceeds $10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]*
	(32) 52.222-37, Employment Reports Veterans (SEP 2010) (38 U.S.C. 4212). *[Check if you have included the clause 52.222-35]*
	(33) – (37) [Reserved].
√	(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (AUG 2011) (E.O. 13513). *[Check for all orders]*
	(39) – (40) [Reserved].
	(41) 52.225-5, Trade Agreements (MAY 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note). *[Check if the order is for supplies or services that involve the acquisition of supplies and the amount exceeds $202,000]*
	(42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). *[Check if the order is for either supplies or services and the amount exceeds the micro-purchase threshold, unless authorized by OFAC]*
	(43) – (46) [Reserved].
	(47) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332). *[Check if payment will be made by EFT and the contractor has registered in the CCR]*
	(48) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332). *[Check if payment will be made by either EFT or other means, e.g., check, and the contractor has not registered in the CCR]*
	(49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332). *[Check if payment will be made by a third party, e.g., purchase card]*
	(50) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a). *[Check if the order is for information technology which requires security of*

	information technology, and/or is for the design, development, or operation of a system of records using commercial information technology services or support services]
	(51)(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). *[Check if the order is for supplies that may involve ocean transportation: at least 50% of the gross tonnage must be transported on privately owned U.S.-flag commercial vessels to the extent that such vessels are available at rates that are fair and reasonable for U.S.-flag commercial vessels]*
	(ii) Alternate I (APR 2003) of 52.247-64. *[Check if 100% of the supplies will be transported on privately owned U.S.-flag commercial vessels]*

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

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

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

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

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

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

(e)(1) *[This paragraph applies only if award is made to a U.S. firm, <u>except</u> for item (vii) which applies to all orders.]* Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in 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) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer 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) [Reserved]

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

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

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

(vii) 52.222-40, 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.

(viii) [Reserved].

(ix) 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)).

(x) – (xii) [Reserved].

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

(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

NUMBER	TITLE	DATE
652.225-71	Section 8(a) of the Export Administration Act of 1979, As Amended (if order exceeds simplified acquisition threshold)	AUG 1999
652.228-71	Workers Compensation Insurance (Defense Base Act) – Services (for services to be performed overseas when the contract includes covered contractor employees as defined in paragraph (a) of the clause) Fill-in for paragraph (c): "(c) The current rate under the Department of State contract is *[contracting officer insert rate]* of compensation for services."	JUN 2006
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)