



*Embassy of the United States of America
Athens, Greece*

December 4, 2015

To: Prospective Quoters

Enclosed is a Request for Quotations (RFQ) for for **installation, removal, repair and maintenance of A/C units**. If you would like to submit a quotation, complete the required portions of the attached document, and submit it electronically by email with the subject line "**Quotation SGR100-16-Q-0004 Enclosed**" to Athensoffers@state.gov on or before 15:00 noon (Athens Time) on **December 14, 2015**. You may also elect to submit your proposal in hard copy marked for the attention of the "**Contracting Officer – Quotation SGR100-16-Q-0004 Enclosed**", which may be delivered to the Embassy Gate on Doryleou Street, on or before 15:00 noon (Athens Time) on **December 14, 2015**. No quotation will be accepted after the cut-off date and time.

The U.S. Government intends to award a Blanket Purchase Agreement (BPA) to one or more responsible companies submitting an acceptable quotation with fair and reasonable prices. We intend to award a BPA based on initial quotations, without holding discussions, although we may hold discussions with companies if there is a need to do so.

A BPA is an Agreement, not a contract, and neither party is bound by its terms and conditions. The Government is not obligated to purchase any definite amount under this BPA. If a need arises, an authorized representative of the Government may issue an order following the procedures outlined in the BPA. If the BPA-holder accepts the order, then a binding contract between the Government and BPA-holder will exist for that specific order. If the BPA-holder refuses to accept orders or furnish quotations in compliance with the terms of the Agreement, then it is likely that the Government will cancel the Agreement.

Sincerely,

Carolyn K. Calderon
Contracting Officer

Enclosure

ORDER FOR SUPPLIES OR SERVICES					PAGE	OF	PAGES	
IMPORTANT: Mark all packages and papers with contract and/or order numbers.					1		25	
1. DATE OF ORDER		2. CONTRACT NO. (If any)		6. SHIP TO:				
3. ORDER NO.		4. REQUISITION/REFERENCE		a. NAME OF CONSIGNEE				
				b. STREET ADDRESS				
				c. CITY		d. STATE	e. ZIP CODE	
				f. SHIP VIA				
7. TO:				8. TYPE OF ORDER				
a. NAME OF CONTRACTOR				[] a. PURCHASE REF YOUR: _____		[] b. DELIVERY -- Except for billing instructions on the reverse, delivery order is subject to contained on this side only of this and is issued subject to the terms and conditions of the above-numbered		
b. COMPANY NAME				Please furnish the following on the And conditions specified on both This order and on the attached sheet, Any, including delivery as indicated.				
c. STREET ADDRESS								
d. CITY		e. STATE	f. ZIP CODE					
9. ACCOUNTING AND APPROPRIATION DATA Funds will be obligated at the time an order is placed.				10. REQUISITIONING OFFICE				
11. BUSINESS CLASSIFICATION (Check appropriate box(es))								
<input type="checkbox"/> a. SMALL		<input type="checkbox"/> b. OTHER THAN SMALL		<input type="checkbox"/> c. DISADVANTAGED		<input type="checkbox"/> d. WOMEN-OWNED		
12. F.O.B. POINT Destination			14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE		16. DISCOUNT TERMS	
13. PLACE OF			N/A		Indefinite			
a. INSPECTION See Block 6		b. ACCEPTANCE See Block 6						
17. SCHEDULE (See reverse for Rejections)								
ITEM NO. (a)	SUPPLIES OR SERVICES (b)			QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Blanket Purchase Agreement for installation, removal, repair and maintenance of A/C units. See attached terms and conditions and FAR/DOSAR Clauses							
SEE BILLING INSTRUCTIO ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.			17(h) TOT.
	21. MAIL INVOICE TO:							← (Cont. pages)
	a. NAME							
	b. STREET ADDRESS (or P.O. Box)							← 17(i) GRAND TOTAL
c. CITY			d. STATE	e. ZIP CODE				
22. UNITED STATES OF AMERICA BY (Signature) ►					23. NAME (Typed)			
					TITLE: CONTRACTING/ORDERING OFFICER			

1. BPA Number [To be inserted upon award]

The American Embassy Athens, Greece invites you to enter into this BPA that establishes the terms and conditions applicable for installation, removal, repair and maintenance of A/C units installed in various U.S. Government-owned and leased residences in the Attica area, on an as needed basis.

2. Expiration Date:

BPA expires on December 31, 2018.

3. Embassy Estimate:

The Embassy estimates that the volume of purchases through this agreement will be €40,000.

4. Terms and Conditions:

- The Embassy is **not** obligated to purchase any definite amount under this agreement.
- No single purchase will exceed USD 3,500 or the equivalent in local currency.
- The total amount ordered under this agreement will not exceed \$150,000 or the equivalent in local currency.
- The prices to the Government shall be as low or lower than those charged your most favored customers for comparable quantities under similar terms and conditions, in addition to any discount for prompt payment.

5. Authorized Employees

The following employees are authorized to place orders:

Job Title	Dollar Limitation
Nikolaos Papazoglou	Facilities Supervisor \$3,500.00
Maria Dimopoulou	Facilities Admin Assistant \$3,500.00
Maria Sdraka	Facilities Supervisor Assistant \$3,500.00

No other employee may place an order against this BPA unless authorized in writing by the contracting officer.

6. Delivery Tickets

All delivery tickets shall be accompanied by a task order including the following information:

- Name of supplier
- BPA number
- Date of call
- Itemized list of supplies or services furnished
- Quantity, unit price, and extension of each item, less applicable discounts
- Date of delivery
- Name of the authorized employee who placed the order

WORK REQUIREMENTS

Project Manager - The BPA holder shall designate a Project Manager who shall be the BPA Holder's point of contact. The Project Manager shall be responsible for managing the BPA holder's work under this agreement, including delegating requests with any instruction required and ensuring a smooth and effective operation. The BPA Holder's Project Manager and telephone number are:

Project Manager: _____ (Offeror to complete)

Telephone Number: _____ (Offeror to complete)

DOCUMENTATION OF USAGE

(a) Order procedures - Any purchase made pursuant to this agreement will be based on quotations obtained orally by telephone or personal contact at the time the Government's need for the service arises by an ordering official/authorized caller (as designated in paragraph 5). The authorized caller, who places the order, will provide full information of the time and location where the services must be provided. After the service has been provided, the individual shall fill out the information which must indicate the date of service. The order must be signed by the authorized caller and/or BPA Administrator.

COMMUNICATION EQUIPMENT - The BPA Holder shall provide cellular phones to the crew which will be available for use at all times.

PERSONNEL - The BPA Holder shall provide qualified personnel for work to be performed under this BPA. Personnel shall be experienced and competent in the performance of such services and shall possess the appropriate license and insurance. The BPA Holder shall provide the Government all information required for personnel with any security clearance, accreditation and licenses required to provide services under this BPA. The BPA Holder shall be responsible for any corrective action, within the scope of this BPA, which may be required by the Government as a result of ascertained poor services.

LANGUAGE STANDARDS

(a) English Skills – Each technician must be able to speak English at least a level 2. This level is defined as follows:

(1) Speaking Level 2 (*Limited Working Proficiency*)

ABLE TO SATISFY ROUTINE SOCIAL DEMANDS AND LIMITED WORK REQUIREMENTS.

- Can handle routine work-related interactions that are limited in scope.
- In more complex and sophisticated work-related tasks, usage generally disturbs the native speaker.
- Can handle with confidence, but not with facility, most normal high-frequency social conversational situations, including extensive but casual conversations about current events, as well as work, family, and autobiographical information.
- The individual can comprehend most everyday conversations, but has some difficulty understanding native speakers in situations that require specialized or sophisticated knowledge
- The individual's utterances are minimally cohesive to articulate basic concepts.
- Linguistic structure is usually not very elaborate and not thoroughly controlled; errors are frequent.
- Vocabulary use is appropriate for high-frequency utterances, but unusual or imprecise elsewhere.

Examples:

1. *While these interactions will vary widely from individual to individual, the individual can typically ask and answer predictable questions in the workplace and give straightforward instructions to subordinates.*
2. *The individual can participate in personal and accommodation-type interactions with elaboration and facility; that is, can give and understand complicated, detailed and extensive directions and make non-routine changes in travel and accommodation arrangements.*
3. *Simple structures and basic grammatical relations are typically controlled; however, there are areas of weakness.*
4. *In the commonly taught languages, these [areas of weakness] may be simple markings such as plurals, articles, linking words, and negatives, or more complex structures such as tense/aspect usage, case morphology, passive constructions, word order, and embedding.*

LOCAL KNOWLEDGE - Be completely familiar with the metropolitan Athens area so as to know alternate routes should primary routes be impassable or otherwise not the best alternative at any given time.

LIABILITY - The BPA Holder assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the BPA Holder's personnel in the performance of the services required under this agreement.

INSURANCE - The BPA Holder, at its own expense, shall provide and maintain during the entire period of performance of this Agreement, whatever insurance is legally necessary. The BPA Holder shall procure and maintain insurance during the entire period of performance under this BPA as follows:

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

1. Bodily Injury and Property Damage on or off the site stated in Euros:

Per Occurrence	€17,608
Cumulative	€44,020

SUPPLIES AND EQUIPMENT - The BPA holder shall provide all services, materials, supplies, labor, equipment, and supervision required for performance under this agreement.

REQUIRED TIME FRAME FOR REPAIR

(a) For Emergency Services:

- (1) The BPA holder shall provide the service **WITHIN TWENTY FOUR HOURS.**

(b) For Non- Emergency Service:

- (2) The BPA holder shall provide the service **WITHIN FORTY EIGHT HOURS.**

COMPLIANCE REQUIRED - The BPA Holder shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Unless otherwise directed by the Government, the BPA Holder shall comply with the more stringent of the requirements of such laws, regulations and orders. In the event of a conflict among the contract and such laws, regulations and orders, the BPA Holder shall promptly advise the Government of the conflict and of the BPA Holder's proposed course of action for resolution by the Government. The

BPA Holder shall be responsible for all damages to persons or property that occur as a result of the BPA Holders' fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

ATTACHMENT A

PRICE LIST

1. Installation

- Installation cost for each air conditioning unit: €_____ (plus 23% VAT) – Distance of _____meters
- Cost of extra piping for the connection between indoor and outdoor unit, if required (per meter): €_____ (plus 23% VAT) – Over _____ meters distance.
- Steel base cost (each): €_____ (plus 23% VAT)
- Cost of new electrical line, if required (per meter/cable): €_____ (plus 23% VAT).
- Cost of the coverage of the cable (channeling), if required (per meter): €_____ (plus 23% VAT).
- Cost of circuit breaker and outlet: €_____ (plus 23% VAT)
- Labor fee for the installation of the new electrical line: €_____ (plus 23% VAT)

- Cost of channeling: Coverage of the piping for the connection between indoor and outdoor unit, by channel, provided by the contractor, on an as needed basis (per meter): €_____ (plus 23% VAT)

2. Removal

- Removal cost (per unit): €_____ (plus 23% VAT)

[Above services include the closing of the holes with stucco or gypsum, patching up (ready for painting) and the cleanup of the area].

3. Maintenance

- Maintenance option 1: Preventive maintenance cost (per unit): €_____ (plus 23% VAT)
(Checking of all systems, thorough cleaning of inside and outside unit, cleaning of filters)
- Maintenance option 2: Cleaning of filters (per unit): €_____ (plus 23% VAT)
- Maintenance option 3: Thorough cleaning of inside and outside unit (per unit): €_____ (plus 23% VAT)

**CLAUSES FOR BLANKET PURCHASE AGREEMENTS AWARDED BY OVERSEAS CONTRACTING
ACTIVITIES - COMMERCIAL ITEMS**

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

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

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

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

NUMBER	TITLE	DATE
52.204-9	Personal Identity verification of contractor personnel	Jan 2011
52.204-12	Data Universal Numbering System Number Maintenance	Dec 2012
52.212-4	Contract Terms & Conditions-Commercial Items, <i>Alternate 1</i>	May 2015
52.222-50	Combating trafficking in persons	FEB 2009
52.223-18	Contractor Policy to Ban Text Messaging While Driving	SEP 2010
52.225-14	Inconsistency Between English Version and Translation of Contract	FEB 2000
52.228-3	Workers’ Compensation Insurance (Defense Base Act)	JUL 2014
52.228-4	Workers’ Compensation and War-Hazard Insurance	APR 1984
52.229-6	Foreign Fixed Priced Contracts	FEB 2013
52.232-24	Prohibition of Assignment of Claims	JAN 1986
52.233-1	Disputes Alternate I	JUL 2002 DEC 1991
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (for services to be performed on USG installations)	APR 1984

FAR 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS – ALT I (FEB 2012), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27B).

ADDENDUM TO 52.212-4

None

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.)
- __ (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).
- __ (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)).
 ___ (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 (Apr 2015).
 ___ (28) 52.222-26, Equal Opportunity (Apr 2015) (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)(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.
 ___ (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).
 ___ (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).
 ___ (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).

X (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).

___ (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:

___ (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:

DOSAR TITLE AND DATE

652.229-70	Excise Tax Exemption Statement for Contractors within the United States	(JUL 1988)
652.229-7	Personal Property Disposition at Posts Abroad	(AUG 1999)
652.237-72	Observation of Legal Holidays and Administrative leave	(APR 2004)
652.239-71	Security requirements for unclassified information Technology resources	(SEP 2007)
652.242-70	Contracting Officer's Representative	(AUG 1999)
652.242-73	Authorization and Performance	(AUG 1999)
652.243-70	Notices	(AUG 1999)

The text of the following DOSAR provision(s) is/are provided:

652.228-71 Worker's compensation insurance (Defence Base Act) – Services (JUNE 2006)

As prescribed in 628.309-70(b), insert the following clause:

(a) This clause supplements FAR 52.228-3. For the purposes of this clause, “covered contractor employees” includes the following individuals:

- (1) United States citizens or residents;
- (2) Individuals hired in the United States or its possessions, regardless of citizenship; and
- (3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers' compensation laws.

Paragraphs (b),(c),(d), (e) and (f) are marked RESERVED per PIB 2012-17.

(g) (1) Section 16 of the State Basic Authorities Act (22 U.S.C. 2680a), as amended, provides that the Defense Base Act shall not apply with respect to such contracts as the Secretary of State determines are contracts with persons employed to perform work for the Department of State on an intermittent basis for not more than 90 days in a calendar year. “Persons” includes individuals hired by companies under contract with the Department. The Procurement Executive has the authority to issue the waivers for Contractor employees who work on an intermittent or short-term basis.

(2) The Contractor shall submit waiver requests to the Contracting Officer. The request shall contain the following information:

- (i) Contract number;
- (ii) Name of Contractor;
- (iii) Brief description of the services to be provided under the contract and country of performance;
- (iv) Name and position title of individual(s);
- (v) Nationality of individual(s) (must be U.S. citizen or U.S. resident);
- (vi) Dates (or timeframe) of performance at the overseas location; and,
- (vii) Evidence of alternative workers' compensation coverage for these employees (e.g., evidence that the State workers' compensation program covers workers on short-term foreign assignments).

(3) The Contracting Officer shall provide to the Contractor the original of the approved or disapproved document and maintain a copy in the contract file.

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. “John Smith, Office of Human Resources, ACME Corporation Support Contractor”);
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.209-79 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW (SEPT 2014) (DEVIATION, per PIB 2014-21)

(a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or

(2) Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government. For the purposes of section 7073, it is the Department of State’s policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror represents that—

(1) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(2) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)