

July 20, 2012

To: Prospective Quoters

Enclosed is a Request for Quotations (RFQ) for **cleaning services**. If you would like to submit a quotation, complete the required portions of the attached document, and submit it in a sealed envelope to my attention, U.S. Embassy, 91 Queen Sophia Avenue, 101 60 Athens.

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.

Quotations are due by August 1, at 15.00 hours.

Sincerely,

Virgile Borderies
Contracting Officer

Enclosure

ORDER FOR SUPPLIES OR SERVICES					PAGE	OF	PAGES	
IMPORTANT: Mark all packages and papers with contract and/or order numbers.					1		17	
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)			QUANTIT Y ORDERE D	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Blanket Purchase Agreement for cleaning services. See attached terms and conditions and FAR/DOSAR Clauses							
<i>SEE BILLING INSTRUCTIO ON REVERSE</i>	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 cleaning services provided for various U.S. Government-owned and leased residences in the Attica area, on an as needed basis.

2. Expiration Date:

BPA expires on October 31, 2013.

3. Embassy Estimate:

The Embassy estimates that the volume of purchases through this agreement will be € 25,000.

4. Terms and Conditions:

- The Embassy is **not** obligated to purchase any definite amount under this agreement.
- No single purchase will exceed USD 3,000 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
Facilities Maintenance Supervisor	\$3,000.00 (€ equivalent)
Facilities Maintenance Assistant	\$3,000.00 (€ equivalent)
Work Control Clerk	\$3,000.00 (€ equivalent)

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 two-way communication equipment (such as radios, cellular phones or pagers) which will be available for use by the repair/service technician 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.

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 CLEANING SERVICES

The BPA holder shall provide the services as follows: **(Offeror to complete)**

Apartment	Less than 131 M2 Gross	___ days
	131-200 M2 Gross	___ days
	201-300 M2 Gross	___ days
	301 M2 or more	___ days
House	Less than 131 M2 Gross	___ days
	131-200 M2 Gross	___ days
	201-300 M2 Gross	___ days
	301 M2 or more	___ days

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

Task Order Form

Task # _____

Requestor _____

Property # _____

Requested Date _____

Or Address _____

Description

Completion Date: _____

Vendor's signature _____

Approved: _____
BPA ADMINISTRATOR

ATTACHMENT B CLEANING SPECIFICATIONS

The following shall be accomplished, noting that some items are applicable only to houses and not to apartments:

1. Sweeping all floor areas including damp mopping of areas such as tile, linoleum, marble floors, and staircases. Floors shall be free of dust, mud, sand, footprints, liquid spills, and other debris. Upon completion, the floor and halls have a uniform appearance with no streaks, smears, swirl marks, detergent residue or any evidence of remaining dirt or standing water.
2. Vacuum cleaning all rugs and carpets, runners and carpet protectors so that they are free from dust, dirt, mud etc. A heavy duty industrial vacuum cleaner must be used in order to ensure adequate cleaning. All furniture shall be moved and cleaned underneath and then replaced in the original position. Upon completion, the area shall be free of all litter, lint, loose soil and debris.
3. Thorough cleaning of toilets, bathrooms, mirrors, bathtubs and shower facilities using suitable non-abrasive cleaners and disinfectants. Upon completion, all surfaces shall be free from grime, soap scum and smudges.
4. Removing any grease marks or fingerprints from walls, doors, door frames, radiators, windows and window frames. Cleaning shall be done using an ammonia based window cleaner and lint free cloth or paper towels.
5. Polishing all brass surfaces including door and window handles.
6. Shampooing (small area spot clean; as needed) carpets.
7. Waxing and polishing wooden floors.
8. Sweeping and washing terraces and balconies to remove all accumulated dirt and debris. All external dedicated spaces to the residence shall be free of leaves, dirt and debris.
9. Cleaning shutters.
10. Cleaning inside of window panes.
11. Washing the outside of the windows. When completed, the windows shall be free of smudges, lint or streaks on the surfaces.
12. Dusting and wiping light fixtures and chandeliers, restoring the original luster to the fixtures and ensuring that all crystal reflectors are individually cleaned. When completed, the light fixtures shall be free from insects, dirt, grime, dust and marks.
13. Dusting and cleaning all furniture. All furniture shall be free of dust, dirt, and sticky surfaces and areas.

14. Cleaning major appliances (range, washer, dryer, refrigerator, freezer, microwave) inside and outside, including vacuuming dust from around motor areas.
15. Washing of outside fence and railings. Thorough cleaning of main door, exterior and interior doors, balcony, verandah floors, walls and railings.
16. Thorough cleaning of kitchen cabinets, both inside and out, to include shelves, drawers and doors and cleaning of clothes closets as described above.
17. Cleaning of electrical plugs and switches.
18. Washing of exhaust hood and replacement of filter.
19. Sanitizing of bathroom toilets, sinks, tubs and kitchen sinks.
20. Provide each toilet with one roll of toilet paper, one deodorizer and one soap bar.
21. Cleaning of garage and storerooms, if applicable.

OTHER:

1. Remove all trash, including partially opened food containers, and other debris to the receptacle.
2. Inform the BPA Administrator of any broken windows, tiles and cabinets or other damage in the unit.
3. Inform the BPA Administrator of any leftover materials/paints from previous contractors.

PRICING

The pricing of each residence/house will be done according to the **Gross*** dimensions that have already been counted from the Facilities Management Section.

*Counted from the external walls excluding balconies or terraces.

**ATTACHMENT C
PRICE LIST**

<u>Residence</u>	<u>Size</u>	<u>Price</u>	<u>VAT*</u>
Apartment	Less than 131 M2 Gross	€ _____	€ _____
	131-200 M2 Gross	€ _____	€ _____
	201-300 M2 Gross	€ _____	€ _____
	301 M2 or more	€ _____	€ _____
House	Less than 131 M2 Gross	€ _____	€ _____
	131-200 M2 Gross	€ _____	€ _____
	201-300 M2 Gross	€ _____	€ _____
	301 M2 or more	€ _____	€ _____

*** The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.**

**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
52.204-7	Central Contractor Registration	April 2008
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)	APR 1984
52.228-4	Workers’ Compensation and War-Hazard Insurance	APR 1984
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 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\(g\)](#)).
- ___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:

__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

__ (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](#))).

__ (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 (Feb 2012) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

__ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

__ (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](#)).

__ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) ([41 U.S.C. 2313](#)).

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

__ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

__ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

__ (11) [Reserved]

__ (12)(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).

__ (13)(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.

__ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

__ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) ([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 (Jul 2010) of 52.219-9.

__ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).

__ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).

__ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

__ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

__ (ii) Alternate I (June 2003) of 52.219-23.

__ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

__ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

__ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).

__ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) ([15 U.S.C. 632\(a\)\(2\)](#)).

__ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) ([15 U.S.C. 637\(m\)](#)).

- __ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- __ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- __ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- __ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- __ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- __ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- __ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- __ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- __ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- __ (34) 52.222-54, Employment Eligibility Verification (JAN 2009). (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) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- __ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- __ (ii) Alternate I (DEC 2007) of 52.223-16.
- __ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- __ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- __ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (May 2012) ([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, and 112-42).
- __ (ii) Alternate I (Mar 2012) of 52.225-3.
- __ (iii) Alternate II (Mar 2012) of 52.225-3.
- __ (iv) Alternate III (Mar 2012) of 52.225-3.
- __ (41) 52.225-5, Trade Agreements (MAY 2012) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- __ (42) 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).
- __ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- __ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- __ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- __ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- __ (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).
- __ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).
- __ (49) 52.232-36, Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).
- __ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- __ (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](#)).
- __ (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) 52.222-41, Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

— (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

— (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

— (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

— (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

— (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

— (7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

— (8) [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) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([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) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(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) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).

(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

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

NUMBER	TITLE	DATE
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 <u>N/A</u> of compensation for services.”	JUNE 2006
652.229-71	Personal Property Disposition at Posts Abroad	AUG 1999
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 the <u>Facilities Maintenance Supervisor</u> ”	AUG 1999
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999

The following clauses are provided in full text, and are applicable for orders for services:

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)

652.228-71 WORKER’S COMPENSATION INSURANCE (DEFENSE BASE ACT) – SERVICES (JUN 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.

(b) The Contractor shall procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the Department of State and the Department’s DBA insurance carrier for covered contractor employees, unless the Contractor has a DBA self-insurance program approved by the Department of Labor. The Contractor shall submit a copy of the Department of Labor’s approval to the contracting officer upon contract award, if applicable.

(c) The current rate under the Department of State contract is \$4.00 per \$100 of compensation for services.

(d) The Contractor shall insert a clause substantially the same as this in all subcontracts. The Contractor shall require that subcontractors insert a similar clause in any of their subcontracts.

(e) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, the contracting officer shall modify this contract accordingly.

(f) The Contractor shall demonstrate to the satisfaction of the contracting officer that the equitable adjustment as a result of the insurance increase or decrease does not include any reserve for such insurance. Adjustment shall not include any overhead, profit, general and administrative expenses, etc.

(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)

652.228-74 DEFENSE BASE ACT INSURANCE RATES – LIMITATION (JUN 2006)

(a) The Department of State has entered into a contract with an insurance carrier to provide Defense Base Act (DBA) insurance to Department of State covered contractor employees at a contracted rate. For the purposes of this provision, "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.

(b) In preparing the cost proposal, the bidder/offeror shall use the following rates in computing the cost for the DBA insurance:

Services @ \$3.60 per \$100 of employee compensation

Construction @ \$4.95 per \$100 of employee compensation.

(c) Bidders/Offerors shall compute the total compensation (direct salary plus differential, but excluding per diem, housing allowances) to be paid to covered contractor employees and the cost of DBA insurance in their bid/proposal using the foregoing rate. Bidders/offerors shall include the estimated DBA insurance costs in their proposed fixed price or estimated cost. However, the DBA insurance costs shall be identified in a separate line item in the bid proposal."

EVALUATION FACTORS

The Government intends to award a Blanket Purchase Agreement (BPA) resulting from this solicitation to the quoter(s) that offers the lowest priced, technically acceptable quotation and who is/are also a responsible Contractor. The Government may elect to award a single BPA or multiple BPAs, dependent upon quality of quotations received and need. The evaluation process shall include the following:

- a) Compliance Review. The Government will perform an initial review of quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable quotations that do not conform to the solicitation.
- b) Technical Acceptability. Technical acceptability will include a review of past performance and experience along with any technical information provided by the quoter with its quotation.
- c) Price Evaluation. The lowest price will be determined by adding all the offered prices to reach a total price. Since no estimated quantities are provided, unit prices will simply be added together to reach a total price, for evaluation purposes. This addition will be done for each period of performance, arriving at a grand total. The Government reserves the right to reject quotations that are unreasonably low or high in price.
- d) Responsibility Determination. Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - adequate financial resources or the ability to obtain them;
 - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - satisfactory record of integrity and business ethics;
 - necessary organization, experience, and skills or the ability to obtain them;
 - necessary equipment and facilities or the ability to obtain them; and
 - be otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provisions are provided in full text:

52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.