

Embassy of the United States of America in Guatemala-INL

SCOPE OF WORK

1. **Project title:** INL –Five (5) years Bi-Monthly Maintenance Services for A/C.
2. **Contractor Selection Criteria:** Most technically feasible offer at the best price
3. **Place of Performance:** Special Investigative Methods Unit (UME/ Public Ministry) 15 Avenida 15-16, Zona 1 Barrio Gerona, 4to. Nivel, Ala Sur. Detailed location per Exhibit 1 (attached)
4. **Time of Performance:** The period of performance for this Contract is five (5) years.
5. **Introduction:**

U.S. Embassy in Guatemala -INL requires a 5-years Bi-Monthly Maintenance service A/C Units of various types and several different brands that require preventive maintenance throughout the year.

6. Project Deliverables:

- Bi-Monthly Maintenance services for 15 A/C Units installed throughout the UME facilities.
- A written report will be required after each service visit is completed.

7. Technical Specifications:

Bi-Monthly maintenance visit, which includes the following:

- Cleaning of the inside and outside of the A/C unit
- Inspection and cleaning of the air handler coil, drain pan and condensate drain lines, with biodegradable chemicals. A list of them shall be presented before the contract signature.
- Cleaning and/or replacement of air filters on each service and at no additional cost.
- Cleaning, lubrication and alignment if necessary of fan turbine with biodegradable chemicals. A list of them shall be presented before the contract signature.
- Cleaning of the condensers coils, motor fan and controls on it, with biodegradable chemicals. A list of them shall be presented before the contract signature.
- Inspection and repair, if necessary, of the electrical system. It is important to let the contractor know that all connections must be within a conduit for acceptance. All units will be inspected to determine compliance with this requirement.
- Measure and report of the voltage and amperage consumption of each unit.
- Cleaning of the air conditioning grilles and air diffusers, with biodegradable chemicals. A list of them shall be presented before the contract signature.
- Lubrication of the motors, fans and other moving accessories
- Inspection of all units refrigerant level and recharge if required.

- Contractor should provide a schedule for all maintenance services/visits during the period of performance included on the award.
- Coils Cleaning must be performed with biodegradable cleaner such as “Simple Green –All Purpose Cleaning” or equivalent. For more information consult web page http://www.simplegreen.com/products_all_purpose_cleaner.php.
- Spare parts and/ or accessories for additional repairs should be approved by GSO-INL-G in Advance.

8. Trash, Cleanup and Disposal:

The awarded company will be responsible for trash disposable and pick up.

9. Schedule:

Regular working hours Monday through Friday from 8:00 a.m. to 17:00 hrs. However, due to the location of the A/C equipment within restricted areas, visits should be coordinated in advance with Chief of DIMEIC.

10. Quality Control, Test Plan, Acceptance and Payment Terms:

Quality control acceptance of completed tasks and Invoice under this Purchase Order Contract shall be based on:

- An A/C Technician must be in charge to verify, provide quality control and acceptance of the maintenance services for all A/C units.
- A written report will be required after services is completed.
- The successful completion of all items as described in this document
- Government sign-off by the COR.
- Contractor Bills for services rendered upon Service is completed.
- The Contractor shall submit a quarterly report to the GSO -INL COR identifying delivery of services performed. The report shall summarize the maintenance performed to date, the equipment serviced; tasks performed by the technician, time on the site (arrival and departure time) as well as any recommendations for the replacement of existing equipment.

11. Warrantee:

The awarded company needs to provide a guarantee or warrantee on every maintenance Service.

12. Other Important Aspects

- All units must be inspected and maintained to ensure proper functioning. The attached Exhibit 1 shows A/C Units located at building.
- The cost of each visit does not include additional accessories and repairs; these shall be quoted separately and should be presented for GSO-INL approval.

FIRM FIXED-PRICES ARE IN QUETZALES

BASE YEAR- BI MONTHLY SERVICE								
No.	BRAND	INL INVENTORY NO.	MODEL	DONADO	SERIES NO.	LOCATION	BTU's	BI MONTHLY PRICE
1	INNOVAIR VEXUS	NAS 08339	EV13C2DB6	NAS	C101228570110624120057	SALA UME	13440	
2	INNOVAIR VEXUS	NAS 08352	EV24C2DB6	NAS	C101217310310602130015	SALA UME	170660	
3	INNOVAIR VEXUS	NAS 08337	EV13C2DB6	NAS	C101228570110624120095	SALA UME	36980	
4	INNOVAIR VEXUS	NAS 08348	EV13C2DB6	NAS	C101228570110624120056	SALA UME	18060	
5	INNOVAIR VEXUS	NAS 08340	EV18C2DB6	NAS	C101228570310627130051	SALA UME	266880	
6	YEATEC	MP-2009-41-06-1	YEA-SPG18I011C220-60	MP	507K087540014	SALA UME		
7	INNOVAIR VEXUS	NAS 08338	EV13C2DB6	NAS	C101228570110624120070	SALA UME	19240	
8	INNOVAIR VEXUS	NAS 08345	EV13C2DB6	NAS	C101228570110624120170	SALA UME	19240	
9	INNOVAIR VEXUS	NAS 08353	EV24C2DB6	NAS	C101217310310602130061	SALA UME	67840	
10	INNOVAIR VEXUS	NAS 08346	EV13C2DB6	NAS	C101228570110624120084	SALA UME	19240	
11	INNOVAIR VEXUS	NAS 08344	EV13C2DB6	NAS	C101228570110624120078	SALA UME	31820	
12	INNOVAIR VEXUS	NAS 08343	EV13C2DB6	NAS	C101228570110624120061	SALA UME	16640	
13	INNOVAIR VEXUS	NAS 08351	EV13C2DB6	NAS	C101217310110602130091	SALA UME	47360	
14	INNOVAIR VEXUS	NAS 08349	EV13C2DB6	NAS	C101228570110624120051	SALA UME	20480	
15	INNOVAIR VEXUS	NAS 08350	EV13C2DB6	NAS	C101228570110624120039	SALA UME	20480	
Grand Total								Q0.00

FIRST OPTION YEAR PERIOD-BI MOTHLY SERVICE								
No.	BRAND	INL INVENTORY NO.	MODEL	DONADO	SERIES NO.	LOCATION	BTU's	BI MONTHLY PRICE
1	INNOVAIR VEXUS	NAS 08339	EV13C2DB6	NAS	C101228570110624120057	SALA UME	13440	
2	INNOVAIR VEXUS	NAS 08352	EV24C2DB6	NAS	C101217310310602130015	SALA UME	170660	
3	INNOVAIR VEXUS	NAS 08337	EV13C2DB6	NAS	C101228570110624120095	SALA UME	36980	
4	INNOVAIR VEXUS	NAS 08348	EV13C2DB6	NAS	C101228570110624120056	SALA UME	18060	
5	INNOVAIR VEXUS	NAS 08340	EV18C2DB6	NAS	C101228570310627130051	SALA UME	266880	
6	YEATEC	MP-2009-41-06-1	YEA-SPG18I011C220-60	MP	507K087540014	SALA UME		
7	INNOVAIR VEXUS	NAS 08338	EV13C2DB6	NAS	C101228570110624120070	SALA UME	19240	
8	INNOVAIR VEXUS	NAS 08345	EV13C2DB6	NAS	C101228570110624120170	SALA UME	19240	
9	INNOVAIR VEXUS	NAS 08353	EV24C2DB6	NAS	C101217310310602130061	SALA UME	67840	
10	INNOVAIR VEXUS	NAS 08346	EV13C2DB6	NAS	C101228570110624120084	SALA UME	19240	
11	INNOVAIR VEXUS	NAS 08344	EV13C2DB6	NAS	C101228570110624120078	SALA UME	31820	
12	INNOVAIR VEXUS	NAS 08343	EV13C2DB6	NAS	C101228570110624120061	SALA UME	16640	
13	INNOVAIR VEXUS	NAS 08351	EV13C2DB6	NAS	C101217310110602130091	SALA UME	47360	
14	INNOVAIR VEXUS	NAS 08349	EV13C2DB6	NAS	C101228570110624120051	SALA UME	20480	
15	INNOVAIR VEXUS	NAS 08350	EV13C2DB6	NAS	C101228570110624120039	SALA UME	20480	
Grand Total								Q0.00

SECOND OPTION YEAR PERIOD-BI MOTHLY SERVICE								
No.	BRAND	INL INVENTORY NO.	MODEL	DONADO	SERIES NO.	LOCATION	BTU's	BI MONTHLY PRICE
1	INNOVAIR VEXUS	NAS 08339	EV13C2DB6	NAS	C101228570110624120057	SALA UME	13440	
2	INNOVAIR VEXUS	NAS 08352	EV24C2DB6	NAS	C101217310310602130015	SALA UME	170660	
3	INNOVAIR VEXUS	NAS 08337	EV13C2DB6	NAS	C101228570110624120095	SALA UME	36980	
4	INNOVAIR VEXUS	NAS 08348	EV13C2DB6	NAS	C101228570110624120056	SALA UME	18060	
5	INNOVAIR VEXUS	NAS 08340	EV18C2DB6	NAS	C101228570310627130051	SALA UME	266880	
6	YEATEC	MP-2009-41-06-1	YEA-SPG18I011C220-60	MP	507K087540014	SALA UME		
7	INNOVAIR VEXUS	NAS 08338	EV13C2DB6	NAS	C101228570110624120070	SALA UME	19240	
8	INNOVAIR VEXUS	NAS 08345	EV13C2DB6	NAS	C101228570110624120170	SALA UME	19240	
9	INNOVAIR VEXUS	NAS 08353	EV24C2DB6	NAS	C101217310310602130061	SALA UME	67840	
10	INNOVAIR VEXUS	NAS 08346	EV13C2DB6	NAS	C101228570110624120084	SALA UME	19240	
11	INNOVAIR VEXUS	NAS 08344	EV13C2DB6	NAS	C101228570110624120078	SALA UME	31820	
12	INNOVAIR VEXUS	NAS 08343	EV13C2DB6	NAS	C101228570110624120061	SALA UME	16640	
13	INNOVAIR VEXUS	NAS 08351	EV13C2DB6	NAS	C101217310110602130091	SALA UME	47360	
14	INNOVAIR VEXUS	NAS 08349	EV13C2DB6	NAS	C101228570110624120051	SALA UME	20480	
15	INNOVAIR VEXUS	NAS 08350	EV13C2DB6	NAS	C101228570110624120039	SALA UME	20480	
Grand Total								Q0.00

THIRD OPTION YEAR PERIOD-BI MOTHLY SERVICE								
No.	BRAND	INL INVENTORY NO.	MODEL	DONADO	SERIES NO.	LOCATION	BTU's	BI MONTHLY PRICE
1	INNOVAIR VEXUS	NAS 08339	EV13C2DB6	NAS	C101228570110624120057	SALA UME	13440	
2	INNOVAIR VEXUS	NAS 08352	EV24C2DB6	NAS	C101217310310602130015	SALA UME	170660	
3	INNOVAIR VEXUS	NAS 08337	EV13C2DB6	NAS	C101228570110624120095	SALA UME	36980	
4	INNOVAIR VEXUS	NAS 08348	EV13C2DB6	NAS	C101228570110624120056	SALA UME	18060	
5	INNOVAIR VEXUS	NAS 08340	EV18C2DB6	NAS	C101228570310627130051	SALA UME	266880	
6	YEATEC	MP-2009-41-06-1	YEA-SPG18I011C220-60	MP	507K087540014	SALA UME		
7	INNOVAIR VEXUS	NAS 08338	EV13C2DB6	NAS	C101228570110624120070	SALA UME	19240	
8	INNOVAIR VEXUS	NAS 08345	EV13C2DB6	NAS	C101228570110624120170	SALA UME	19240	
9	INNOVAIR VEXUS	NAS 08353	EV24C2DB6	NAS	C101217310310602130061	SALA UME	67840	
10	INNOVAIR VEXUS	NAS 08346	EV13C2DB6	NAS	C101228570110624120084	SALA UME	19240	
11	INNOVAIR VEXUS	NAS 08344	EV13C2DB6	NAS	C101228570110624120078	SALA UME	31820	
12	INNOVAIR VEXUS	NAS 08343	EV13C2DB6	NAS	C101228570110624120061	SALA UME	16640	
13	INNOVAIR VEXUS	NAS 08351	EV13C2DB6	NAS	C101217310110602130091	SALA UME	47360	
14	INNOVAIR VEXUS	NAS 08349	EV13C2DB6	NAS	C101228570110624120051	SALA UME	20480	
15	INNOVAIR VEXUS	NAS 08350	EV13C2DB6	NAS	C101228570110624120039	SALA UME	20480	
Grand Total								Q0.00

FOURTH OPTION YEAR PERIOD-BI MOTHLY SERVICE								
No.	BRAND	INL INVENTORY NO.	MODEL	DONADO	SERIES NO.	LOCATION	BTU's	BI MONTHLY PRICE
1	INNOVAIR VEXUS	NAS 08339	EV13C2DB6	NAS	C101228570110624120057	SALA UME	13440	
2	INNOVAIR VEXUS	NAS 08352	EV24C2DB6	NAS	C101217310310602130015	SALA UME	170660	
3	INNOVAIR VEXUS	NAS 08337	EV13C2DB6	NAS	C101228570110624120095	SALA UME	36980	
4	INNOVAIR VEXUS	NAS 08348	EV13C2DB6	NAS	C101228570110624120056	SALA UME	18060	
5	INNOVAIR VEXUS	NAS 08340	EV18C2DB6	NAS	C101228570310627130051	SALA UME	266880	
6	YEATEC	MP-2009-41-06-1	YEA-SPG18I011C220-60	MP	507K087540014	SALA UME		
7	INNOVAIR VEXUS	NAS 08338	EV13C2DB6	NAS	C101228570110624120070	SALA UME	19240	
8	INNOVAIR VEXUS	NAS 08345	EV13C2DB6	NAS	C101228570110624120170	SALA UME	19240	
9	INNOVAIR VEXUS	NAS 08353	EV24C2DB6	NAS	C101217310310602130061	SALA UME	67840	
10	INNOVAIR VEXUS	NAS 08346	EV13C2DB6	NAS	C101228570110624120084	SALA UME	19240	
11	INNOVAIR VEXUS	NAS 08344	EV13C2DB6	NAS	C101228570110624120078	SALA UME	31820	
12	INNOVAIR VEXUS	NAS 08343	EV13C2DB6	NAS	C101228570110624120061	SALA UME	16640	
13	INNOVAIR VEXUS	NAS 08351	EV13C2DB6	NAS	C101217310110602130091	SALA UME	47360	
14	INNOVAIR VEXUS	NAS 08349	EV13C2DB6	NAS	C101228570110624120051	SALA UME	20480	
15	INNOVAIR VEXUS	NAS 08350	EV13C2DB6	NAS	C101228570110624120039	SALA UME	20480	
Grand Total								Q0.00

Grand Total Contract Price, including Option Year:								
BASE PERIOD:					Quetzales			
FIRST OPTION YEAR :					Quetzales			
SECOND OPTION YEAR:					Quetzales			
THIRD OPTION YEAR:					Quetzales			
FOURTH OPTION YEAR:					Quetzales			
GRAND TOTAL CONTRACT PRICE INCLUDING VAT					Quetzales			

EXHIBIT 1

Location: UME FACILITIES

ADDRESS: 15 Av. 15-16 Barrio Gerona Zona 1 Edificio Central Ministerio Público

No.	BRAND	INVENTORY NO.	MODEL	SERIES NO.	BTU's
1	INNOVAIR VEXUS	NAS 08339	EV13C2DB6	C101228570110624120057	13440
2	INNOVAIR VEXUS	NAS 08352	EV24C2DB6	C101217310310602130015	170660
3	INNOVAIR VEXUS	NAS 08337	EV13C2DB6	C101228570110624120095	36980
4	INNOVAIR VEXUS	NAS 08348	EV13C2DB6	C101228570110624120056	18060
5	INNOVAIR VEXUS	NAS 08340	EV18C2DB6	C101228570310627130051	266880
6	YEATEC	MP-2009-41-06-1	YEA-SPG18I011C220-60	507K087540014	
7	INNOVAIR VEXUS	NAS 08338	EV13C2DB6	C101228570110624120070	19240
8	INNOVAIR VEXUS	NAS 08345	EV13C2DB6	C101228570110624120170	19240
9	INNOVAIR VEXUS	NAS 08353	EV24C2DB6	C101217310310602130061	67840
10	INNOVAIR VEXUS	NAS 08346	EV13C2DB6	C101228570110624120084	19240
11	INNOVAIR VEXUS	NAS 08344	EV13C2DB6	C101228570110624120078	31820
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13	INNOVAIR VEXUS	NAS 08351	EV13C2DB6	C101217310110602130091	47360
14	INNOVAIR VEXUS	NAS 08349	EV13C2DB6	C101228570110624120051	20480
15	INNOVAIR VEXUS	NAS 08350	EV13C2DB6	C101228570110624120039	20480

**CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS AWARDED BY
OVERSEAS CONTRACTING ACTIVITIES
(Current thru FAC 2005-36)**

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>

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)	SEPT 2007
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)	MAR 2009
52.225-19	Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only)	MAR 2008
52.227-19	Commercial Computer Software License (if order is for software)	DEC 2007
52.228-3	Workers' Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance (if order is for services and contractor employees are <u>not</u> covered by Defense Base Act insurance)	APR 1984

The following clause is provided in full text:

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (SEP 2009)

(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) (U.S.C. 7104(g))

_____ Alternate I (AUG 2007) of 52.222-50 (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
	(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 (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
	(3) – (19) [Reserved].
	(20) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).
	(21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
	(22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
	(23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
	(24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
	(25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the

	Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
	(26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)
√	(27)(i) 52.222-50, Combating Trafficking in Persons (FEB 2009)
	(27)(ii) Alternate I of 52.222-50
	(28) – (32) [Reserved].
	(33) 52.225-5, Trade Agreements (AUG 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
√	(34) 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).
	(35) – (38) [Reserved].
	(39) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
√	(40) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
	(41) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
	(42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a). information technology, and/or is for the design, development, or operation of a
	(43)(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 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)).

(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, except 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 paragraphs (i) through (xi) of this paragraph 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 (DEC 2008) (Pub L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 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 Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(viii) [Reserved].

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(x) – (xii) [Reserved].

(xiii) Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Public Law 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).

(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 \$100,000)	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.”	JUNE 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:

Department of State Personal Identification Card Issuance Procedures

(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> .

52.212-4 Contract Terms and Conditions—Commercial Items.

As prescribed in 12.301(b)(3), insert the following clause:

Contract Terms and Conditions—Commercial Items (June 2010)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items.

As prescribed in 12.301(b)(4), insert the following clause:

Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Aug 2011)

(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 (Jul 2010) (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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (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).

__ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).

__ (9) 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).

__ (10) [Reserved]

__ (11)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

__ (ii) Alternate I (Oct 1995) of 52.219-6.

__ (iii) Alternate II (Mar 2004) of 52.219-6.

__ (12)(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.

__ (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

__ (14)(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.
- ___ (15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ___ (16) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (17)(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.
- ___ (18) 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).
- ___ (19) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ___ (21) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- ___ (22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).
- ___ (23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).
- ___ (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ___ (25) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- ___ (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ___ (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ___ (28) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- ___ (29) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

- __ (30) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- __ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- __ (32) 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.)
- __ (33)(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.)
- __ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- __ (35)(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.
- __ (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- __ (37) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- __ (38)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- __ (ii) Alternate I (Jan 2004) of 52.225-3.
- __ (iii) Alternate II (Jan 2004) of 52.225-3.
- __ (39) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- __ (40) 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).
- __ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- __ (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (43) 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)).

___ (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (45) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___ (46) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (47) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

___ (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (49)(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.

652.209-79 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Criminal Conviction under any Federal Law. (DEVIATION)

The contracting officer shall include the attached provision in all solicitations:

REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY
CRIMINAL CONVICTION UNDER ANY FEDERAL LAW
(DEVIATION PIB 2014-21) (SEPTEMBER 2014)

(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)