

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE OF PAGES
1. REQUEST NO. SRP-380-16-Q-0097	2. DATE ISSUED 05/12/2016	3. REQUISITION/PURCHASE REQUEST NO. PR5313113	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
5a. ISSUED BY GSO/Contracting & Procurement			6. DELIVER BY (Date)	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
NAME Bernadette B. Legayada		TELEPHONE NUMBER AREA CODE: 632 NUMBER: 301-2000 x 2975		9. DESTINATION
8. TO:			a. NAME OF CONSIGNEE	
a. NAME		b. COMPANY		b. STREET ADDRESS
c. STREET ADDRESS			c. CITY	
d. CITY		e. STATE	f. ZIP CODE	d. STATE e. ZIP CODE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 05/26/16 2PM		IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.		

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	<p>The US Embassy Manila invites you to submit a quotation for Catering Services Requirements on July 14- August 16, 2016 at FloridaBlanca Pampanga.</p> <p>Please refer to attached for the complete requirements.</p> <p>For approval: NAGO: _____ JAK: _____</p> <p>The attached FAR/DOSAR Clauses will form part of the resultant order. Note: All actions which are over \$25K, prospective vendor must be registered within the Central Contractor Registration (CCR) which is now under System of Award Management (SAM).</p>				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations are are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE
b. STREET ADDRESS					
c. COUNTY			a. NAME (Type or print)		AREA CODE
d. CITY		e. STATE	f. ZIP CODE	c. TITLE (Type or print)	
					NUMBER

Subject: Catering Services Requirements on July 14-August 16, 2016

Document Summary: The U.S. Embassy Manila invites you to submit a quotation for Catering Services Requirements on July 14-August 16, 2016. Please refer to attached for the complete requirements.

Remarks: Price offer shall be firm fixed-price, VAT exempt. The U.S. Government is exempt from paying the ad valorem/specific tax, customs and duties imposed by the Philippine Government under Section 106(a) and 109 of the Tax Code of 1997, respectively. Thus, price(s) shall be billed to the U.S. Government net of ad valorem tax, value added tax, customs and duties. Payment shall be made via Electronic Fund Transfer (EFT) within 30 days from receipt of the items ordered and the original copy of invoice. The Direct Deposit Sign Up Form for EFT payment will be provided to the vendor upon award. All items should be delivered to US Embassy Manila Seafront Compound, Pasay City. See attached document for further remarks, including applicable clauses.

The RFQ is valid until 2:00 PM , 26 May, 2016 (MANILA)

Instructions: For inquiries/ submission please send an email to LegayadaBB@state.gov or send through fax at +632 548-6762, on or before May 26, 2016 2:00 PM

NOTE: All actions which are over \$25K, prospective vendors must be registered within the Central Contractor Registration (CCR) which is now under System for Award Management (SAM). Refer to site for details on the registration process: http://pd.statebuy.state.gov/content.asp?content_id=62&menu_id=60 (please see attachment)

PERFORMANCE WORK STATEMENT
FOR
FOOD CATERING SERVICES
AT
FLORIDABLANCA ELEMENTARY SCHOOL
FLORIDABLANCA, PAMPANGA
PHILIPPINES

4 May 2016

**PERFORMANCE WORK STATEMENT
FOR
FOOD CATERING SERVICES**

1.0 GENERAL:

- 1.1. Terms:** For the purposes of this document, "Government" refers to the United States Government and the United States Air Force represented by the United States Air Force Contracting Officer, or their designated representative. "Contractor" refers to the Contractor and Subcontractor employees, personnel, tools, and equipment. The term "Site" refers to the entire work area, including material storage and break areas.
- 1.2. Scope of Work:** The contractor shall provide catered lunch services for seventy (70) United States and Philippine military members. The contractor shall provide all material, tools, equipment, transportation, supervision, management, and labor necessary to make daily deliveries of pre-made "brown bag" lunches to Floridablanca Elementary School in accordance with this Performance Work Statement in accordance with standards established by the U.S. Department of Health and Human Services Food Code. These services are for the mid-day Lunch meal only. See section 2.0. for food preparation requirements, and paragraph 4.1. for specific meal requirements. Contractor shall coordinate all work with the Contracting Officer Representative (COR) and is subject to change to meet mission requirements.
- 1.3. Period of Performance (PoP):** The period of performance for this contract is from 17 July 2016 to 16 August 2016. This PoP is subject to change (extend or shorten) upon bilateral agreement between the contractor and Contracting Officer.
- 1.4.** Contractor shall provide an English speaking Project Manager. Contractor shall provide a site foreman who speaks English and will be available on the construction site at all times when work is being conducted.

2.0. SPECIFIC REQUIREMENTS:

2.1. Minimum Operational Requirements:

- Ensure handwashing facilities are provided at food preparation areas that include soapy water, rinse water, paper towels, and a covered receptacle for paper waste.
- Provide adequate mechanical refrigeration or ice chests to maintain proper food temperature of perishable rations.

2.2. Health and Medical screening:

- Food employees experiencing persistent sneezing, coughing, or a runny nose that causes discharge from the eyes, nose, or mouth may not work with exposed food.
- Food employees with a known diagnosis of the following: Norovirus, Hepatitis A virus, Shigella spp., ENTEROHEMORRHAGIC (EHEC) or SHIGA TOXIN-PRODUCING ESCHERICHIA COLI (STEC), or Salmonella Typhi, will not work with food.

2.3. Hand Washing:

- Food employees shall clean their hands and exposed portions of their arms, including any prosthetic devices for at least 20 seconds, using a cleaning compound in a handwashing sink.
- Food employees shall clean their hands and exposed portions of their arms as specified: immediately before engaging in food preparation including working with exposed food, clean equipment and utensils, and unwrapped single-service and single-use articles and:
 - (a) After touching bare human body parts other than clean hands and clean, exposed portions of arms;
 - (b) After using the toilet room;
 - (c) After caring for or handling service animals or aquatic animals
 - (d) After coughing, sneezing, using a handkerchief or disposable tissue, using tobacco, eating, or drinking;
 - (e) After handling soiled equipment or utensils;
 - (f) During food preparation, as often as necessary to remove soil and contamination and to prevent cross-contamination when changing tasks;
 - (g) When switching between working with raw food and working with ready-to-eat food;
 - (h) Before donning gloves for working with food; and
 - (i) After engaging in other activities that contaminate the hands.

2.4. Hair Restraints:

- Food employees shall wear hair restraints such as hats, hair coverings or nets, beard restraints, and clothing that covers body hair that are designed and worn to effectively keep their hair and sweat from contacting exposed food; clean equipment, utensils, and lines; and unwrapped single-service and single-use articles.

2.5. Food Preparation Facility:

- At least 300 feet (100 yards) from latrines, waste storage, and disposal areas, taking into account the gradient and the predominant wind direction (e.g. uphill and upwind); and at least 90 feet (30 yards) and bodies of water.
- Drainage from this operation shall be downhill from the food operation.
- Establish procedures to reduce potential insect and rodent harborage.

2.6. Food Storage:

- Food must be stored in a clean, dry location and not exposed to splash, dust, or other contamination.
- Must be stored at least 6 inches (15 centimeters) above the floor.
- Food may not be stored:
 - (a) In locker rooms;
 - (b) In toilet rooms;
 - (c) In dressing rooms;
 - (d) In garbage rooms;
 - (e) In mechanical rooms;
 - (f) Under sewer lines that are not shielded to intercept potential drips;
 - (g) Under leaking water lines, including leaking automatic fire sprinkler heads, or under lines on which water has condensed;
 - (h) Under open stairwells; or
 - (i) Under other sources of contamination

2.7. Frozen and Refrigerated Food Management:

- Frozen foods may not be thawed at ambient temperature or in standing water.
- Frozen FOODS shall be stored at 0F (-17.7C) and thawed at and maintained at 41F (5C) or below
- Refrigerated food shall be stored at 41F (5C) or below.
- Perishable foods shall not be used when adequate refrigeration or ice chest are not available to maintain product temperature.

2.8. Cooking and Hot Holding Temperatures:

- Foods that require cooking or are intended to be eaten hot shall be cooked or heated to an internal product temperature of 165F (74C).
- Hot foods shall be held at 135F (57C) or above throughout the meal period.
- Fruits and Vegetables that are cooked for hot holding shall be cooked to a temperature of 135F (57C).

2.9. Milk and Milk Products:

- Fluid milk shall be pasteurized
- Milk must be maintained at 41F (5C) or below during storage, and service.

2.10. Raw Fruits and Vegetables:

- Before being cut, combined with other ingredients, cooked, served, or offered for human consumption in ready-to-eat form, raw fruits and vegetables shall be thoroughly washed and subjected to a chemical wash or disinfection process.
- All leafy vegetables are completely taken apart to expose the entire food surface for cleaning and disinfection.
- An approved non-chemical method for reducing microbial contamination requires submersing raw fruits and vegetable in 140F (60C) drinking water for 1 minute.

2.11. Raw Animal Foods:

- Foods such as eggs, fish, meat, poultry and foods containing these raw animal foods, shall be cooked to heat all parts of the food to a temperature and for a time that complies with one of the following methods based on the food that is being cooked
- 145F (63C) or above for 15 seconds for raw eggs that are broken and prepared.
- Fish and meat including game animals (commercially raised for food) at 155F (68C) for 15 seconds
- Alternative minimum cooking temperatures and times for ratites, tenderized/ injected meats, and comminuted fish, meat and commercial game animals

<u>Minimum Temperature F (C)</u>	<u>Time</u>
145 (63)	3 minutes
150 (66)	1 minute
158 (70)	< 1 second (instantaneous)

- 165F (74C) or above for 15 seconds for poultry, wild game animals, stuffed fish, stuffed meat, stuffed pasta, stuffed poultry, stuffed ratites, or stuffing containing fish, meat, poultry, or ratites.
- Whole meat roasts including beef, corned beef, lamb, pork, and cured pork roasts such as ham shall be cooked in an oven that is preheated to the temperature specified for the roast's weight and that is held at that temperature:
 - Prescribed oven temperatures for corresponding whole meat roasting weights
 - Oven Type Oven Temperature Based on Roast Weight
 - Less than 10 lb (4.5 kg) 10 lb (4.5 kg) or More
 - Still Dry 350F (177C) or more 250F (121C) or more
 - Convection 325F (163C) or more 250F (121C) or more
 - High Humidity 250F (121C) or less 250F (121C) or more
 - Relative humidity greater than 90% for at least 1 hour as measured in the cooking chamber or exit of the oven; or in a moisture-impermeable bag that provides 100% humidity.
- Heat all parts of the food to a temperature and for the holding time that corresponds to that temperature:
- Alternative minimum cooking temperatures and times for whole meat roasts

Temperature F (C)	Time in Minutes	Temperature F (C)	Time in Seconds
130 (54.4)	112	147 (63.9)	134
131 (55.0)	89	149 (65.0)	85
133 (56.1)	56	151 (66.1)	54
135 (57.2)	36	153 (67.2)	34
136 (57.8)	28	155 (68.3)	22

138 (58.9)	18	157 (69.4)	14
140 (60.0)	12	158 (70.0)	< 1
142 (61.1)	8		
144 (62.2)	5		
145 (62.8)	4		

2.12. Transporting Food:

- Transport food to remote feeding sites in clean, covered vehicles that will not subject the food to contamination.
- Prior to the transport of food for each meal period, the cargo area of the vehicle shall be completely washed with soapy water and rinsed to remove dirt, debris, and fuel, oil, or chemical residues. The vehicle shall be allowed to air dry prior to transporting food.
- Food containers, packages of single-use items, and utensils shall be placed on clean, dry pallets or other dunnage to prevent direct contact with the vehicle floor.
- Food may not be transported with bulk fuel or chemicals.

3.0 MISCELLANEOUS REQUIREMENTS

4.1 Specific Food Requirements: The contractor shall supply a variety of different meals throughout the period of performance. The meals shall be nutritionally balanced and of large enough portion size to accommodate the appetites of individuals doing heavy labor, with specific emphasis on protein and carbohydrates. Meals shall be Western-style food. The contractor shall submit a meal plan to the Contracting Officer Representative for changes and approval, at least one (1) week prior to the start of performance. Meals shall be delivered daily between the hours of 10:00am and 12:00pm. Packaging of perishable goods shall be of sufficient insulative quality to resist spoiling until they can be consumed that day.

4.2 Permits & Regulations: The contractor shall secure and submit all applicable permits to complete the work, and comply with all local laws and regulations pertaining to this project.

4.3. Contractor responsibilities: The Contractor shall be responsible for all aspects of their employees and their actions, including any sub-contracted employees. This includes, but is not limited to, medical care, food, accommodations, security, safety, and transportation. The Government shall not be liable for injuries incurred by the Contractor’s employees.

5.0. INSPECTIONS AND QUALITY CONTROL:

5.1. Contractor shall comply with the terms and conditions of the contract and this SOW with respect to construction Quality Control (QC), and Government-conducted Quality Assurance inspections.

5.2. The Contractor shall supply appropriate supervision and QC for each task of the project to ensure the requirements of this SOW are being met. The contractor shall provide contact information for the Quality Control personnel to the Contracting Officer Representative and ensure they are reachable in the event they need to be contacted.

5.3. Reserved

5.4. SAFETY: Project Engineer, Construction Inspector, Contracting Officer, Contracting Officer Representative or Force Protection (FP) Escort may stop work at **ANY** time for a potential safety hazard. The Contracting Officer is the only personnel allowed to restart work or make changes that affect contract value.

END STATEMENT OF WORK

**CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS
AWARDED BY OVERSEAS CONTRACTING ACTIVITIES
(Current thru FAC 2005-69)**

COMMERCIAL ITEMS

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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

NUMBER	TITLE	DATE
52.204-9	Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system)	JAN 2011
52.212-4	Contract Terms and Conditions – Commercial Items (Alternate I (OCT 2008) of 52.212-4 applies if the order is time-and-materials or labor-hour)	SEPT 2013
52.225-19	Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only)	MAR 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran – Representation and Certification (applies to acquisitions above the micropurchase threshold)	DEC 2012
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
52.204-13	System for Award Management Maintenance	JUL 2013

The following clause is provided in full text:

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (SEPT 2013)

(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:*

[Contracting Officer: check as appropriate]

___ (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 2013) (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. (Aug 2013) (31 U.S.C. 6101 note).

___ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (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 (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).
- __ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (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 (Jul 2013) (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 (Jul 2013) (15 U.S.C. 632(a)(2)).
- __ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (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 (Jul 2013) (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* (JUL 2012). (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.
- X (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* (Nov 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, 112-42, and 112-43).
- ___ (ii) Alternate I (Mar 2012) of 52.225-3.
- ___ (iii) Alternate II (Mar 2012) of 52.225-3.
- ___ (iv) Alternate III (Nov 2012) of 52.225-3.
- ___ (41) 52.225-5, *Trade Agreements* (SEPT 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (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) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (46) 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)).

___ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (49) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

___ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, 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) (41 351, 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) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

___ (9) 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 (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(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 (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 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.

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

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

(End of clause)

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

NUMBER	TITLE	DATE
652.225-71	Section 8(a) of the Export Administration Act of 1979, As Amended (if order exceeds simplified acquisition threshold)	AUG 1999
652.229-70	Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post)	JUL 1988
652.229-71	Personal Property Disposition at Posts Abroad	AUG 1999
652.237-72	Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility)	APR 2004

652.239-71	Security Requirements for Unclassified Information Technology Resources (for orders that include information technology resources or services in which the contractor will have physical or electronic access to Department information that directly supports the mission of the Department)	SEP 2007
652.242-70	Contracting Officer's Representative (if a COR will be named for the order) Fill-in for paragraph b: "The COR is _____"	AUG 1999
652.242-71	Notice of Shipments (for overseas shipment of supplies)	JUL 1988
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999

The following clause is provided in full text, and is applicable for orders for services that will require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems:

652.204-70 Department of State Personal Identification Card Issuance Procedures (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)



Quick Start Guide For New Foreign Registrations

Helpful Information

SAM is the official **free, government-operated website** – there is NO charge to register or maintain your entity registration record in SAM.

What is an Entity?

In SAM, your company / business / organization is referred to as an "Entity." You register your entity to do business with the U.S. Federal government by completing the registration process in SAM.

What do I need to get started?

1. **DUNS Number:** You need a Data Universal Numbering System (DUNS) number to register your entity in SAM. DUNS numbers are unique for each physical location you want to register.
2. **NATO Commercial and Government Entity (NCAGE) Code:** Foreign entities must obtain a NCAGE code for each DUNS number they plan to register in SAM before you start the registration process.

How do I get a DUNS number?

If you do not have one, you can request a DUNS number for **free** to do business with the U.S. Federal government by visiting Dun & Bradstreet (D&B) at <http://fedgov.dnb.com/webform>. It takes up to 5 business days to obtain an international DUNS number.

How do I get an NCAGE code?

For instructions on obtaining a NCAGE, visit: http://www.dlts.dla.mil/Forms/Form_AC135.asp. Make sure the name and address information you provide to get your NCAGE code is the same as what you used to get your DUNS number. It takes up to 3 business days to obtain a NCAGE code.

What about a Taxpayer Identification Number (TIN)?

You only need a TIN if your entity pays U.S. taxes. If you are a foreign entity that does not pay taxes in the U.S., do not enter a number in the TIN field during registration.

Steps for Registering

1. Type www.sam.gov in your Internet browser address bar.
2. Create a SAM Individual User Account (be sure to validate your e-mail address to activate the user account), then Login.
3. Select "Register New Entity" under "Register/Update Entity" on your "My SAM" page.
4. Select your type of Entity, most likely "Business or Organization." Definitions are in the Content Glossary on the right side of the page.
5. Tell the system why you are registering in SAM. This determines what information you have to provide.
 - Are you interested in bidding on Federal contracts? If you say "Yes," you will complete all four sections in SAM.
 - Are you just interested in becoming eligible to apply for grants or other Federal financial assistance? If you say "No" to the contracts question and "Yes" to the grants question, you will only have to complete the grant-related information.
6. Complete your registration. On each page, required information that you must provide has a red asterisk (*) next to the name of the field. Here are a few helpful hints:
 - On the Business Information page, you will create a Marketing Partner Identification Number (MPIN). Write your MPIN down. It is used as a password in other government systems.
 - If you do not pay U.S. taxes, do not enter a TIN or select a TIN type. Leave those fields blank.
 - Only use the NCAGE code you got for your DUNS number. Remember, the name and address information must match on the DUNS and NCAGE records.
 - Make sure to select "Foreign Owned and Located" on the General Information page.
 - As a foreign entity, you do not need to provide Electronic Funds Transfer (EFT) banking information on the Financial Information page. If you do choose to provide this electronic banking information, it must be for a U.S. bank; SAM cannot accept foreign banking information. The remittance name and address are the only mandatory information for you on this page.
 - In the "Points of Contact" section, list the names of people in your organization who know about this registration in SAM and why you want to do business with the U.S. Federal government. These are called "Points of Contact" or POCs.
7. Make sure to hit [Submit] after your final review. You will get a *Congratulations* message on the screen. If you do not see this message, you did not submit your registration. What happens next?
 - Once approved by the IRS (if you entered a TIN) and the Commercial and Government Entity (CAGE) system, you will get an email from SAM.gov when your entity registration is active.

Please give yourself plenty of time before your contract or grant application deadline. Allow up to 10 business days after you submit before your registration is active in SAM, then an additional 24 hours for other systems such as Grants.gov to recognize your information.

For help registering in SAM, contact the supporting Federal Service Desk (FSD) at <https://www.fsd.gov/>

