| REQUEST FOR QUOTATION (THIS IS NOT AN ORDER) | THIS RFQ ☐ IS ☐ IS NOT A SMALL BUSINESS SET-ASIDE | PAGE OF PAGES |
|---|---|---|

| 1. REQUEST NO. | 2. DATE ISSUED | 3. REQUISITION/PURCHASE REQUEST NO. | 4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1 | RATING |
|---|---|---|---|---|
| SRP38015-Q-0110 | 07/09/2015 | PR447443 | | |

| 5a. ISSUED BY | 6. DELIVER BY (Date) |
|---|---|
| GSO/Contracting & Procurement | |

| 5b. FOR INFORMATION CALL (NO COLLECT CALLS) | | | 7. DELIVERY |
|---|---|---|---|
| NAME | TELEPHONE NUMBER | | ☐ FOB DESTINATION ☐ OTHER (See Schedule) |
| | AREA CODE | NUMBER | 9. DESTINATION |
| Justin P. Villanueva | 632 | 301-2000 ext.2713 | a. NAME OF CONSIGNEE |

| 8. TO: | | | |
|---|---|---|---|
| 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) | 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. |
|---|---|
| 07/24/15 4PM | |

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

| ITEM NO. (a) | SUPPLIES/ SERVICES (b) | QUANTITY (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) |
|---|---|---|---|---|---|
| | The US Embassy Manila invites you to submit a quotation for the: | | | | |
| | Supply of Generator Louvers, Seafront Compound | 1 | lot | | 0.00 |
| | *per attached specifications | | | | 0.00 |
| | For approval:<br>NAGO: _____<br>JNS: _____ | | | | |
| | The attached FAR/DOSAR Clauses will form part of the resultant order.<br>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). | | | | |

| 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 | | |
| b. STREET ADDRESS | 16. SIGNER | |
| | a. NAME (Type or print) | b. TELEPHONE AREA CODE |
| c. COUNTY | | |
| d. CITY / e. STATE / f. ZIP CODE | c. TITLE (Type or print) | NUMBER |

**Specifications for the Supply of Louvers:**

**One (1) set Demountable Louver**

Size: 21.9m x 3.14m, with 17 panels
Frame: GI with gage 16 thickness
Blades: Z-blades/GI/gage 16 thickness

**Two (2) sets Demountable Louver**

Size: 6.77m x 3.14m, with 6 panels
Frame: GI with gage 16 thickness
Blades: Z-blades/GI/gage 16 thickness

**Two (2) sets Above-Door Demountable Louver**

Size: 1.52m x 1.72m panels
Frame: GI with gage 16 thickness
Blades: Z-blades/GI/gage 16 thickness

**Two (2) sets Louver Door**

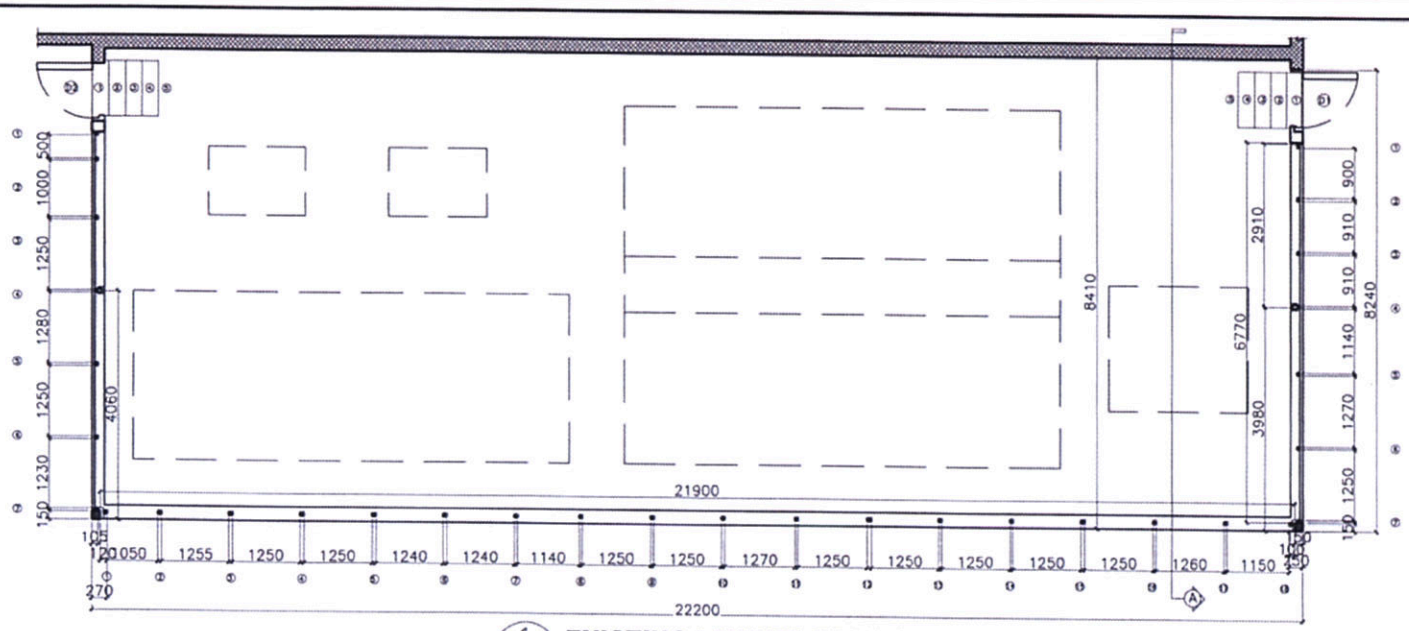
Size: 990mm x 2485mm

**Inclusions:**

- All louvers, louver doors, horizontal and vertical supports shall be G.I. epoxy-coated finished;
- Chem-bolt on vertical support shall be included;
- All nuts and bolts shall be stainless steel;
- Louver door knobs shall be supplies by USG;
- Paint color shall match the existing louver;
- Point of delivery shall be at the US Embassy Seafront Compound

| | |
|---|---|
| **Subject:** | **Supply of Generator Louvers** |
| **Document Summary:** | The U.S. Embassy of Manila invites you to submit a quotation for the following:<br>1. Supply of Louvers only (installation to be done by US Embassy Manila personnel);<br>2. *per attached specifications |
| **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.<br><br>The RFQ is valid until 4:00PM, 24July 2015 (MANILA) |
| **Instructions:** | You may submit your firm fixed price (Exclusive of VAT) through e-mail to VillanuevaJP@state.gov or send through fax at +632 548-6762. For further queries, please get in touch with Mr. Justin Villanueva at 301-2000 ext.2713. |

***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)***




## 1 A 1 EXISTING LAYOUT OF VA GENERATOR

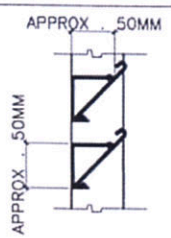
SCALE AT 1:80 MM

LEGEND:

- EXISTING CONCRETE WALL
- METAL SUPPORT

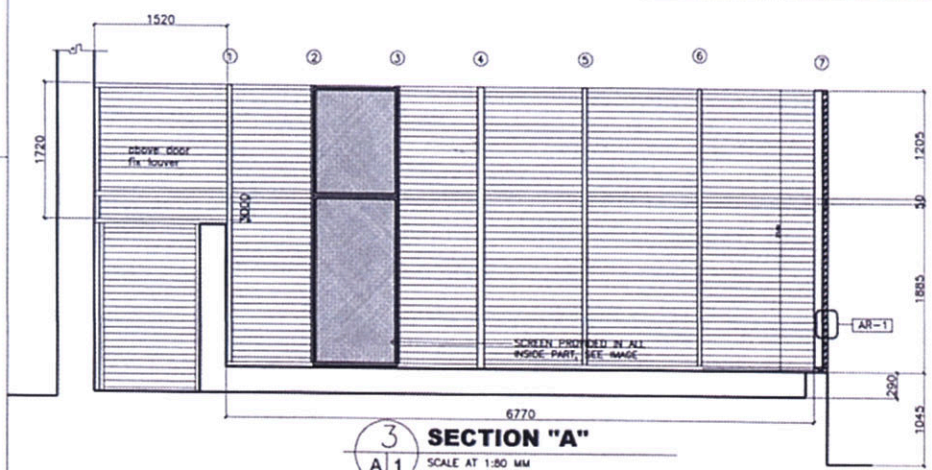
NOTE:

CONTRACTOR SHALL VERIFY MEASUREMENTS ON SITE




## 2 A 1 SPOT DETAIL AR-1

SCALE AT 1:80 MM




## 3 A 1 SECTION "A"

SCALE AT 1:80 MM

UNITED STATES EMBASSY
MANILA, PHILIPPINES

FACILITIES MANAGEMENT

WARNING

SENSITIVE BUT UNCLASSIFIED

Approved by

| DISCIPLINE | INITIAL | SIGNATURE | DATE |
|---|---|---|---|
| CFM | SGK | | |
| DFM | RLB | | |
| CHIEF ENG'R | BTD | | |
| ARCH'L | ADM | | |
| CIVIL/STRL | ADM | | |
| ELECT'L | MTF | | |
| MECH'L | BTD | | |
| FAS | MTI | | |

| Rev/No | Revision note | Date | Sign |
|---|---|---|---|

Project Title

REPLACEMENT OF GENERATOR LOUVER AT U.S.D. VA

Location

NOX 3, U.S EMBASSY, SEAFRONT COMPOUND, PASAY CITY, M.M.

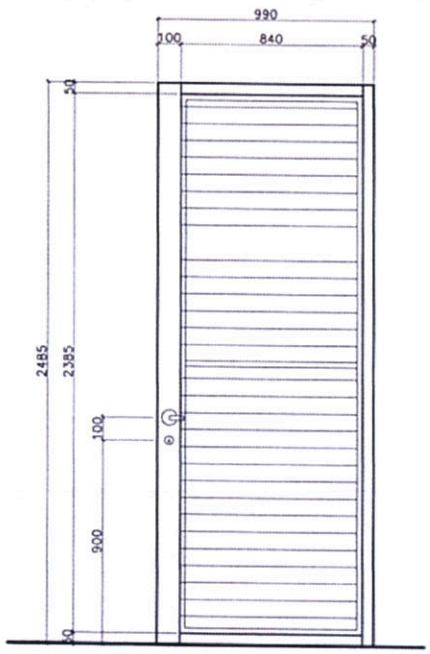
Sheet Content

1. Existing Plan

Phase

| | |
|---|---|
| Date: December 12, 2014 | CADD File Name |
| Designed: Nicole T. Chico | Drawn By: Nicole T. Chico |
| Checked: A.Mercado | Drawing Number |
| Project Number | Sheet Number A1 Sheet 1 of 3 |

Contract No.




1 A 2 **DOOR 1 DETAIL**
SCALE AT 1:20 MM

# EXISTING IMAGES

IMAGE 1

IMAGE 2

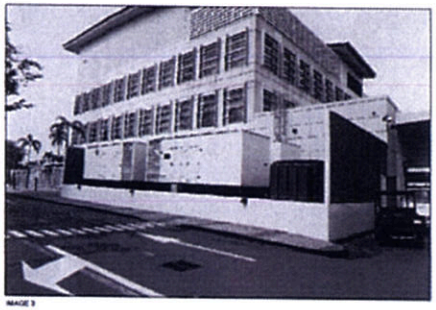


IMAGE 3

IMAGE 4

IMAGE 5

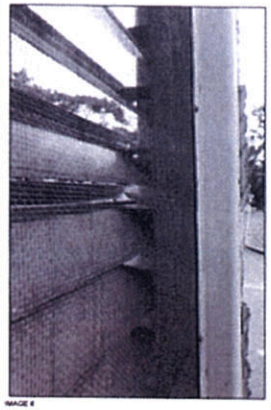


IMAGE 6

IMAGE 7

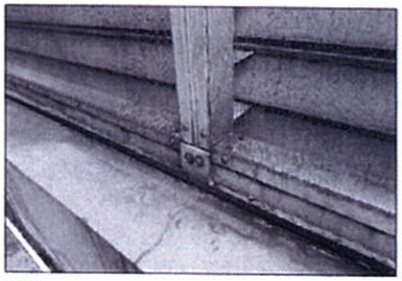


IMAGE 8

NOTE:

CONTRACTOR SHALL VERIFY MEASUREMENTS ON SITE

UNITED STATES EMBASSY
MANILA, PHILIPPINES

FACILITIES MANAGEMENT

WARNING

SENSITIVE BUT UNCLASSIFIED

Approved by:

| DISCIPLINE | INITIAL | SIGNATURE | DATE |
|---|---|---|---|
| CIVIL | SGR | | |
| STR | RLM | | |
| CHIEF ENG'R | BTD | | |
| ARCH'L | ADM | | |
| CHIL/STRL | NDM | | |
| ELECT'L | WTF | | |
| MECH'L | BTD | | |
| FIRE | WTL | | |

| Rev/No | Revision note | Date | Sign |
|---|---|---|---|
| | | | |

Project Title

REPLACEMENT OF GENERATOR LOUVER AT U.S.D. VA

Location

NOX 3, U.S EMBASSY, SEAFRONT COMPOUND, PASAY CITY, M.M.

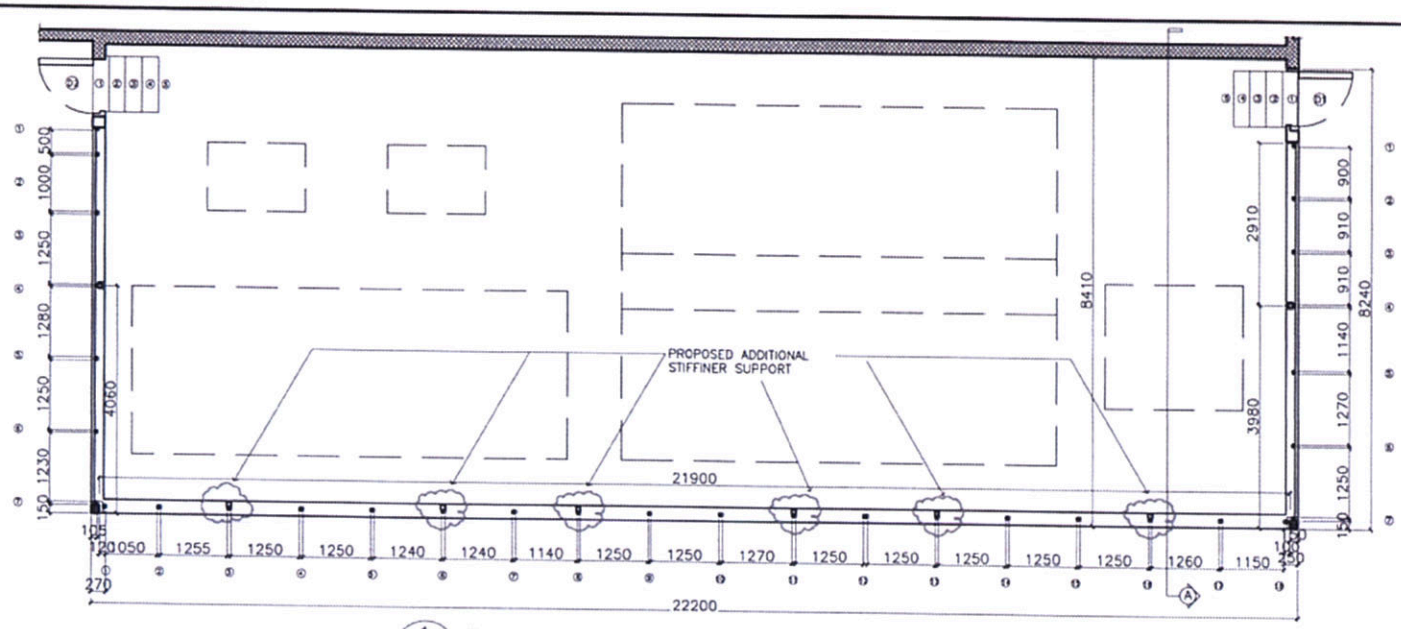
Sheet Content

1 DOOR DETAIL
2 IMAGES

Phase

☐DEMOLITION ☐DEM ☐ARC ☐MEP ☑Draft ☐Rev.

| | |
|---|---|
| Date: December 12, 2014 | CADD File Name: |
| Designed: Nicole T. Cinco | Drawn By: Nicole T. Cinco |
| Checked: A.Marcelo | Drawing Number: |
| Project Number: | Sheet Number: A2 Sheet 2 of 3 |
| Contract No. | |




1
A 3

## PROPOSED ADDITIONAL SUPPORT AT FRONT SIDE

SCALE AT 1:80 MM

UNITED STATES EMBASSY
MANILA, PHILIPPINES

FACILITIES MANAGEMENT

WARNING

SENSITIVE BUT
UNCLASSIFIED

Approved by

| DISCIPLINE | INITIAL | SIGNATURE | DATE |
|---|---|---|---|
| CFM | SGH | | |
| DFM | RLW | | |
| CHIEF ENG'R | BTD | | |
| ARCH'L | ADM | | |
| CIVIL/STRL | ADM | | |
| ELECT'L | MTF | | |
| MECH'L | BTD | | |
| F&S | MTI | | |

| Rev No | Revision note | Date | Sign |
|---|---|---|---|
| | | | |

Project Title

REPLACEMENT OF
GENERATOR LOUVER AT
U.S.D. VA

Location

NOX 3, U.S EMBASSY,
SEAFRONT COMPOUND, PASAY
CITY, M.M.

Sheet Content

1. Existing Plan

Phase

| | |
|---|---|
| Date: December 12, 2014 | CADD File Name |
| Designed: Nicole T. Cirus | Drawn By: Nicole T. Cirus |
| Checked: A Marcelo | Drawing Number |
| Project Number | Sheet Number: A3 Sheet 3 of 3 |
| Contract No | |

## 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 |
|---|---|---|
| 52.225-25 | Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran – Representation and Certification (applies to acquisitions above the micropurchase threshold) | DEC 2012 |

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.

_√_ (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).

__ (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)).

_√_ (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)