



American Embassy Ljubljana, Slovenia
Prešernova 31
1000 Ljubljana
Slovenia

Dear Prospective Offeror/Quoter:

The American Embassy Ljubljana, Slovenia, has a requirement for a contractor to replace gutter heating system at the American Embassy Ljubljana chancery building. You are invited to submit a quotation. The Request for Quotations (RFQ) consists of the following sections:

1. Standard Form SF-18
2. Basic information, statement of work or specifications and technical qualifications.

The Embassy plans to award a purchase order. You are encouraged to make your quotation competitive. You are also cautioned against any collusion with other potential offerors with regard to price quotations to be submitted. The RFQ does not commit the American Embassy to make any award. The Embassy may cancel this RFQ or any part of it.

Please read the RFQ carefully, and if you are interested, submit your quotation. Return the completed SF-18 to Marijan Kruhar at kruham@state.gov by close of business on Wednesday, August 31st, 2016. Oral quotations will not be accepted. Quotations that are late or that do not comply with the instructions herein may not be considered for award.

The U.S. Government intends to award a contract to the responsible company submitting an acceptable offer at the lowest price. We intend to award a contract based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

The **site visit** will be held on **Thursday, August 25th, 2016 @ 11:00** at the American Embassy Ljubljana chancery building (Chancery) located at **Prešernova 31, Ljubljana**.

Prospective quoters should submit their respective names no later than Tuesday, August 23rd, 2016 to Mr. Marijan Kruhar at kruharm@state.gov if they would like to participate at the visit. Please note that due to security reasons no more than two persons per vendor will be allowed to participate at the site visit.

Sincerely,

Marijan Kruhar
Procurement Supervisor

Enclosure: As Stated.

REQUEST FOR QUOTATIONS <i>(THIS IS NOT AN ORDER)</i>	THIS RFQ [] IS [x] IS NOT A SMALL BUSINESS- SMALL PURCHASE SET-ASIDE (52.219-4)	PAGE 1	OF	PAGES 13
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1. REQUEST NO. SSI60016Q0009	2. DATE ISSUED 8/17/2016	3. REQUISITION/PURCHASE REQUEST NO. PR5339182	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
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5A. ISSUED BY General Services Office, American Embassy Ljubljana, Prešernova 31, 1000 Ljubljana	6. DELIVER BY <i>(Date)</i> Within 90 days after placing the order
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5B. FOR INFORMATION CALL: <i>(Name and telephone no.) (No collect calls)</i>		7. DELIVERY	
NAME Marijan Kruhar, Procurement Supervisor	TELEPHONE NUMBER	<input checked="" type="checkbox"/> FOB DESTINATION OTHER <i>(See Schedule)</i>	
	AREA CODE NUMBER 01 2005620		

8. TO:	9. DESTINATION
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a. NAME	b. COMPANY	a. NAME OF CONSIGNEE American Embassy Ljubljana
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c. STREET ADDRESS	b. STREET ADDRESS Prešernova 31
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d. CITY	e. STATE	f. ZIP CODE	c. CITY Ljubljana
			d. STATE e. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS <i>(Date)</i> August 31, 2016	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 services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter
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11. SCHEDULE *(Include applicable Federal, State and local taxes)*

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	Replacing gutter heating system per attached Scope of Work (SOW)	1	se		

12 DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS NUMBER %
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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			
c. COUNTY			a. NAME (Type or print)		b. TELEPHONE	
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		AREA CODE	
					NUMBER	

STANDARD FORM 18

Statement of Work

I. GENERAL INFORMATION

The United States Embassy in Ljubljana requires services to replace gutter heater on Chancery roof. This project is located at Prešernova 31, 1000 Ljubljana U.S. Embassy Ljubljana, Slovenia.

The U.S. Embassy in Ljubljana has a requirement to obtain construction services to execute this work, including but not limited to labor, material, construction and all associated project management support functions. This Statement of Work is intended to identify basic requirements for the US Embassy Chancery replacement gutter heater, hereinafter known as the Scope of Work, and to provide applicable criteria, which the Contractor must use, for the preparation of the design, and construction of the Work.

II. OBJECTIVES

The purpose of this scope of work is to define the requirements for the planning/procurement, and installation/replacement/upgrade/modification of Chancery gutter heaters. The intent of this project is to replace gutter heaters on the roof. All work shall be executed in accordance with the project SOW, approved design, approved specifications, approved shop/assembly and manufacturer drawings, associated contract documents and be compliant with all applicable safety, equipment and building codes and standards.

III. GENERAL REQUIREMENTS:

- a) This statement of work (SOW) describes the design, construction and installation services and deliverables to be performed by the contractor.
- b) Planned work includes but is not limited to repair and/or replacement of the gutter heaters.
- c) This Statement of Work requires the Contractor to provide site assessment and survey services, project management, professional design services, logistic and material procurement services, construction and installation services, cost estimating and scheduling services, and general support services for this repair project.
- d) The Contractor shall plan, estimate, and schedule all work to assure labor, and equipment are available to complete work requirements within the specified time limits and in conformance with the specific contract and/or task order performance requirements, and quality standards established herein.
- e) The Contractor shall maintain a system of quality assurance and quality control meets the requirements of this contract.
- f) It is imperative that careful checking and coordination of drawings, specifications and other project documents be completed prior to submittal. Deficiencies, ambiguities,

conflicts and inconsistencies shall be rectified prior to the submittal of documents or the Contracting Officer (CO) will reject them. The Contractor shall submit a letter of transmittal certifying that all documents have been checked and coordinated prior to submittal. A principal of the Contractor firm shall sign the letter of certification.

- g) The contractor shall submit all material specifications to be used for the repair project prior to starting the project. The material must meet the specifications that described below.
- h) The Contracting Officer and Contracting Officer's Representative are the sole points of contact for all technical and contractual discussions or issues regarding the scope of work and its intent and execution. The contractor shall take no direction verbal or otherwise from USG personnel other than the Contracting Officer or Contract Officer's Representative.
- i) The contractor must provide 2 references of similar scope of work and contract value.
- j) The contractor must have a certified construction architect or host countries' equivalent in his staff assigned to work on this project.

IV. SCOPE OF WORK:

The U.S. Embassy in Ljubljana requires a new gutter heater system be installed on the roof of the Chancery building located at Prešernova 31, 1000 Ljubljana U.S. Embassy Ljubljana, Slovenia.

- a) Provide design service, workers, equipment, and materials necessary to install a new gutter heater system on the roof of the chancery building.
- b) The new gutter heater system and its associated wiring must be installed externally on the building façade.
- c) An automatic On/Off control panel shall be mounted on the ground floor level of the Chancery building (mounted indoors or outdoors depending on the availability of a suitable location).
- d) All wiring for sensors and power wiring must run through a system of conduits.
- e) The contractor shall provide technical details of the system being proposed:
 - Shape and dimension of the heating element
 - Power consumption rate
 - Electrical power shall be 220VAC.
 - Type and number of Sensors installed.
 - Must be suitable for all weather conditions.
- f) Additional important information for the installation of the gutters heaters:
 - Old gutter heater elements shall be removed.
 - Disconnect power from the electrical cabinet
 - Install new control cabinet on the ground floor of the Chancery building (maybe located indoor or outdoor as situation permits).

- Connect new cabinet with power.
 - Connect gutter heaters on automatic command in the new cabinet.
 - Install new gutter heaters on the roof.
 - Install heaters in horizontal gutters and vertical gutters.
- g) The contractor shall provide as built drawings, technical documentation and maintenance plan.
- h) Remove all used and old material as directed.

Other important information:

- i) Crane is needed for the installation of gutter heaters.
- j) Before they start working should protect floor and surrounding area.
- k) The contractor will at the end clean up all building material and dispose of them in accordance with city ordinance or law.
- l) Any damage to the work area shall be the contractor's responsibility to repair or replace.

V. SPECIFICATIONS:

Areas:

Gutter heaters are located on the roof of the US Embassy in Ljubljana.

Materials:

- Electric control cabinet (indoor or outdoor type as appropriate).
- Automatic control for gutter heaters (with temperature sensor to switch heaters ON/OFF at +4°C plus minus 0.5 degrees)
- Circuit breakers.
- Power cables that lead from main box to each gutter heater line
- Gutter heaters in length of all gutters on the Chancery building and all down spout pipes – approximately 250 meters.

VI. CONSTRUCTION DOCUMENTS:

- a) Construction Drawings:
The Contractor shall produce project contract plans; technical specifications and calculations based on our requirements, submitted documents-drawings.
- b) Metrication:
Weights and measures indicated on construction documents and other project documents shall be shown using metric expression compatible with products manufactured in the United States.

c) **Special Requirements:**

The Contractor shall be Responsible for obtaining local information, translating documents, etc. The Contractor's proposal shall reflect the cost and extent of these services as determined by the Contractor, to be required. The Contractor shall be responsible to see that the work will be constructed with materials, finishes that provide operational dependability and are easy to maintain or replace with those most readily available supplies and services.

VII. CODE COMPLIANCE

- a) All design must comply with the U.S. building standards called out in Uniform Building Code, ANSI, ASTM, ACI, ABNT and other standards called out by the contract. Inconsistencies shall be brought to the COR's attention in writing. The COR will resolve any inconsistencies.
- b) Project Schedule: The Contractor shall develop a Construction Planned Management bar Graph system for the Work in such a manner as to minimize disruption. Such schedule shall be coordinated with and approved by the COR.

VIII. INSPECTION:

The Contractor shall maintain a system of quality assurance and quality control to ensure that the documentation of the design meet the requirements of this contract. The Government reserves the right, as provided herein, to inspect the Contractor's work as well as his system of QA/QC.

IX. ACCEPTANCE:

Acceptance of materials and other items shall be by the Contracting Officer's Representative. Acceptance or use of documents developed under this contract shall not in any way relieve the Contractor of responsibility for the design.

X. WARRANTY:

Contractor shall give us a warranty at least 1 year from installation date to repair or replace material that he installed in case of malfunction or breaking in any means.

XI. CLAUSES

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:

CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS

AWARDED BY OVERSEAS CONTRACTING ACTIVITIES

(Current thru FAC 2005-75-83)

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 (MAY 2014) of 52.212-4 applies if the order is time-and-materials or labor-hour)	MAY 2015
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)	JUL 2014
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 (MAY 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[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. 4704 and 10 U.S.C. 2402).
- ___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).
- ___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ___ (5) [Reserved].
- ___ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- ___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- ___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).
- ___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- ___ (10) [Reserved].
- ___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- ___ (ii) Alternate I (Nov 2011) of 52.219-3.
- ___ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (ii) Alternate I (JAN 2011) of 52.219-4.
- ___ (13) [Reserved]
- ___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- ___ (ii) Alternate I (Nov 2011).

- __ (iii) Alternate II (Nov 2011).
- __ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- __ (ii) Alternate I (Oct 1995) of 52.219-7.
- __ (iii) Alternate II (Mar 2004) of 52.219-7.
- __ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- __ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637(d)(4)).
- __ (ii) Alternate I (Oct 2001) of 52.219-9.
- __ (iii) Alternate II (Oct 2001) of 52.219-9.
- __ (iv) Alternate III (Oct 2014) of 52.219-9.
- __ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- __ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- __ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- __ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- __ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- __ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- __ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- __ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- __ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- __ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- __ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- __ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
- __ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- __ (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- __ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- __ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- __ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- __ (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- __ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA– Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

- __ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- __ (ii) Alternate I (Jun 2014) of 52.223-13.
- __ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- __ (ii) Alternate I (Jun 2014) of 52.223-14.
- __ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- __ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).
- __ (ii) Alternate I (Jun 2014) of 52.223-16.
- __ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- __ (41) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).
- __ (42)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- __ (ii) Alternate I (May 2014) of 52.225-3.
- __ (iii) Alternate II (May 2014) of 52.225-3.
- __ (iv) Alternate III (May 2014) of 52.225-3.
- __ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- __ (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- __ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- __ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- __ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- __ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- __ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- __ (50) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Jul 2013) (31 U.S.C. 3332).
- X (51) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- __ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- __ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- __ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- __ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.]

- ___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- ___ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- ___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- ___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- ___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014)(E.O. 13658).
- ___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
- ___ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this

paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
- (ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
- (v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212)
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (xi)
 - ___(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).
 - ___(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

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

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)

52.237-1 SITE VISIT (APR 1984)

The site visit will be held on Thursday, August 25th, 2016 @ 11:00 at the American Embassy Ljubljana chancery building (Chancery) located at Prešernova 31, Ljubljana.

Prospective quoters should submit their respective names no later than Tuesday, August 23rd, 2016 to Mr. Marijan Kruhar at kruharm@state.gov if they would like to participate at the visit. Please note that due to security reasons no more than two persons per vendor will be allowed to participate at the site visit.