



*Embassy of the United States of America
Sofia, Bulgaria*

Date: August 7, 2020

Subject: Request for Quotations number PR9003149 – Expansion of the Irrigation System at the US Embassy, Sofia compound

Dear Prospective Offeror:

The Embassy of the United States of America, Sofia, Bulgaria invites you to submit a quotation for expansion of the irrigation system at the Embassy compound.

The U.S. Government intends to award a contract/purchase order to the responsible company submitting an acceptable quotation at the lowest price.

A site visit is arranged for Thursday, August 13, 2020 at 10:00am. If you would like to participate please send an e-mail to MihovaMD@state.gov not later than 12:00pm on Wednesday, August 17, 2020.

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.

Submit your quotation in a sealed envelope marked "Quotation Enclosed" to the attention of Ms. Claire Desjardins, Contracting Officer, #16 Kozyak Street, Sofia 1408 on or before close of business on August 18, 2020.

No quotations will be accepted after this time.

Electronic quotations must be sent to: SofiaProcurement@state.gov

The Request for Quotations (RFQ) consists of the following sections:

1. Standard Form SF-18
2. Statement of work or specifications and technical qualifications.
3. FAR/DOSAR Clauses

Direct any questions regarding this solicitation to Mrs. Miglena Mihova by e-mail to MihovaMD@state.gov during regular business hours.

Sincerely,

Claire Desjardins
Contracting Officer

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 20
1. REQUEST NO. PR9003149	2. DATE ISSUED August 7, 2020	3. REQUISITION/PURCHASE REQUEST NO. PR9003149	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING		
5A. ISSUED BY GENERAL SERVICES OFFICE, PROCUREMENT SECTION EMBASSY OF THE UNITED STATE OF AMERICA 16 KOZYAK STREET SOFIA, BULGARIA				6. DELIVER BY (Date)			
5B. FOR INFORMATION CALL:				7. DELIVERY			
NAME Miglena Mihova at MihovaMD@state.gov		TELEPHONE NUMBER		[] FOB DESTINATION [X] OTHER (See Schedule)			
		AREA CODE	NUMBER				
8. TO:				9. DESTINATION EMBASSY OF THE UNITED STATE OF AMERICA			
a. NAME		b. COMPANY		a. NAME OF CONSIGNEE EMBASSY OF THE UNITED STATE OF AMERICA			
c. STREET ADDRESS				b. STREET ADDRESS 16 KOZYAK STREET			
d. CITY		e. STATE		f. ZIP CODE		c. CITY	
						SOFIA, BULGARIA	
				d. STATE	e. ZIP CODE		
				1408			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) August 7, 2020		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					

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.	Irrigation system expansion in the US Embassy in Sofia, Bulgaria. VAT 20% FAR/DOSAR clauses in ATTACHMENT 1 apply to this RFQ and all orders resulting from it.	300	Sq. m.		BGN
12 DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS NUMBER %

NOTE: Additional provisions and representations [X] 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

SCOPE OF WORK
FOR
IRRIGATION SYSTEM EXPANSION

U.S. EMBASSY
Sofia, Bulgaria

March 2020

Embassy Irrigation System Expansion Scope of Work

CONTENTS:

- I. INTRODUCTION
- II. SCOPE
- III. POC

Embassy Irrigation System Expansion Scope of Work

I. INTRODUCTION

1. The United States Department of State (DOS) requires Irrigation system expansion in the US Embassy in Sofia, Bulgaria.
2. The existing irrigation system is located at Kozyak Street 16 in the City of Sofia.
3. The expansion of the existing irrigation system must be completed in accordance with the following, as described below in detail in the SCOPE.

II. SCOPE: The purpose of this scope of work (SOW) is to define the requirements for the expansion work procedures. Work shall be done in accordance with this SOW, and with referenced codes. The work shall consist of the furnishing of all materials, sprinkler equipment, irrigation pipes, plant material and labor, necessary for the complete installation of the underground sprinkler irrigation system and landscape rehabilitation work in accordance with the following scope of work and specifications. It is the intent of these SOW, to form a guide for the construction of a complete irrigation system and for upgrading of the existing one. Therefore, any minor items not specifically noted, but reasonably necessary for a complete installation shall be furnished under this Contract and included in the unit prices, no separate payment will be made for any minor items. The system shall efficiently and uniformly irrigate all areas and perform, as required by this scope of work.

1. Conduct preliminary coordination with the post via telephone and e-mail, to accomplish, as minimum, the following:
 - a. Obtain from Sofia Embassy Facility Maintenance Section technical documentation for the existing location that will facilitate accomplishment of project required under this SOW.
 - b. Advise post on what preparations will need to be made for the project and what data the post should collect and make available to the contractors.
2. Codes, permits and licenses
 - a. Materials and installation shall conform to all Codes and Regulations governing the trades included in this work. The Contractor shall obtain and pay for all necessary permits required for this work if required. Permits are required for plumbing, excavating work and electrical work if needed.
 - b. Contractor shall be licensed for work to be performed. The Contractor shall carry out the work in accordance with all applicable statutes and regulations relating to pollution control of water and air.

Embassy Irrigation System Expansion Scope of Work

3. Quantities

- a. The expansion of the irrigation system should cover the area of 300 square meters in the compound. The Contractor should perform the work by the Code requirements for installation of underground irrigation systems and following COR instructions. The Contractor should include in his work the rehabilitation of the total area covered by this project by installing a new sod covered approximately 300 square meters.
- b. The quantities as shown above, have been indicated as closely as possible but are approximate only. Actual quantities and measurements shall be taken in the field to determine quantities for payment.

4. Working conditions

- a. All losses or damage to material, equipment, to the Government property, while in the possession of or being used by the Contractor, shall be the responsibility of the Contractor, and he shall repair, replace, or otherwise compensate for any such loss. The Contractor always at his own expense shall provide adequate security of materials and work on site. The working area shall be kept clean of all debris, rock, waste or dirt. The interior of all pipes, fittings and other accessories shall always be kept free from dirt and foreign matter. Clean-up and removal of all equipment, excess materials, etc., shall be completed before acceptance will be approved by the client.
- b. Overtime work will be at the Contractor`s option and expense, unless requested in writing by the COR.

5. Utilities and protection

- a. The COR shall make available to the Contractor upon request all necessary information regarding the location of any utilities at the site.
- b. The Contractor shall contact all affected utilities for onsite location prior to any excavation. The Contractor shall be liable for damages to, or the cost of repairing and/or replacing buried conduit, cables or piping, encountered during installation work.

6. Workmanship

- a. The Contractor shall have had considerable experience and demonstrated ability in the installation of sprinkler irrigation systems of this type.

Embassy Irrigation System Expansion Scope of Work

- b. All work shall be installed by skilled persons proficient in the trades required, in a neat, orderly, and responsible manner, with recognized standards of workmanship.

7. Quality assurance

- a. All underground work shall be inspected and approved by the COR, for correctness and completeness before backfilling.
- b. The Contractor shall guarantee all materials, equipment, and installation work, for a period of ONE year against defective workmanship and handling.

8. Warranty

- a. Warranties shall become effective from the date of the Completion Certificate and cover period of one year
- b. The irrigation system warranty will include but not limited to the following specific items in addition to the normal warranty coverage
 - Repair and replace pipes, which have been found during subsequent construction to be installed with insufficient cover
 - Repair and/or replace materials which do not meet the Specifications and whose substitution was not approved by COR
 - Adjust electric valves as required to attain design pressures for all zones on automatic systems.
 - The following items to be done by the Contractor during the initial commissioning prior to expiration of the warranty period – clean and adjust sprinklers for proper operation, adjust sprinklers and valve boxes to grade, re-tighten loose fittings, sprinklers and valves.
 - Correct any works not in accordance with the SOW unless specifically authorized by the COR, which may be discovered during the warranty period.

9. Operating/ Maintenance manuals

- a. After the completion of construction, the Contractor shall submit one copy of an operating and maintenance manual containing information on the manufacturer's installation, operation and maintenance of the equipment installed in the system, such as the controller and control valves.
- b. The Contractor shall provide information on the names and addresses of the equipment supplier, manufacturer's and any sub-contractors (i.e. electrical contractor). All information must be written.

Embassy Irrigation System Expansion Scope of Work

10. When on site, the Contractor shall do following

- a. **Personnel Qualifications:** The contractor will employ only qualified, experienced and well-trained workers who are skilled in performing the requirements of this service contract. They will be physically able to perform the assigned work.
- b. **De-energizing/Energizing Equipment:** The contractor shall not turn off or on any Embassy-owned equipment. All de-energizing/energizing equipment will be coordinated through Embassy on-site personnel.
- c. **Environmental Health & Safety Requirements:** The contractor shall designate a Safety Officer, who is familiar with the latest edition of the OHSAS regulations

11. Repair and instruction obligations

- a. During the execution of this Contract, the Contractor shall keep a technically qualified person on the job full time and maintain adequate labor and equipment at the site to immediately repair the system or components in the event of any leak or failure.
- b. Prior to completion of the job, the Contractor shall thoroughly instruct the Owner`s personnel in the proper operation, maintenance and repair of the system.

12. Winterizing the system

- a. The Contractor shall be responsible as part of the project to drain, “blow down” and winterize the complete system including controllers, pumps and other associated equipment. He is also responsible for the start-up of the system the following spring including all valve and sprinkler adjustments as may be required.
- b. All adjustments and repair work must take place and be completed the following day after the inspection, so there are no delays to the use of the open space areas.
- c. On site where the project is an addition or alteration to an existing sprinkler system, the Client will winterize and start-up the system, however, the Contractor will supervise the work and will be responsible for his works.

Embassy Irrigation System Expansion Scope of Work

13. Stacking and layout

- a. The Contractor shall be responsible to determine and stake the location of all sprinklers, valves, piping, and landscape components.
- b. The COR will check the locations before actual construction begins, however, this shall not relieve the Contractor of his responsibility to construct the works as directed by the COR.

14. Site safety – Contractor shall designate a Safety Officer , who is familiar with the latest edition of the following safety standards:

- a. 15 FAM 957.7 Electrical safety work practice requirements
- b. EM 385-1-1 Safety & Health requirements manual.
- c. Appropriate PPE
- d. NFPA 70 E Standard for Electrical Safety

15. Construction meetings

- a. Construction meetings shall be held regularly on site
- b. Contractor shall have an authorized representative attend these meetings.
- c. Time and frequency of these meetings will typically be determined at the construction start-up meeting by the COR

16. Maintenance and clean-up of work site

- a. The Contractor shall be responsible to maintain and cleanup the work site on an ongoing basis from the commencement of construction to the completion of the project.
- b. The work site shall be maintained in an orderly manner and shall not be used to store the Contractor`s equipment and materials, which are not used for this project.
- c. Waste, debris, unnecessary excess material shall not be stockpiled on the work site and shall be disposed of property by the Contractor.

Embassy Irrigation System Expansion Scope of Work

III. POC AT POST

All questions concerning the scope and requirements of the U.S. Embassy, shall be directed to the POC (see below):

ACOR
Georgi Penev
PenevGP@State.Gov
Telephone # +35929395674

END OF SCOPE OF WORK

**CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS
AWARDED BY OVERSEAS CONTRACTING ACTIVITIES
(Current thru FAC 2020-03, dated 02/12/2020)**

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
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
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
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
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)	OCT 2018
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

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items. (JAN 2020)

(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) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (*Jul 2018*) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (*Aug 2019*) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (*Nov 2015*).

(5) [52.233-3](#), Protest After Award (*Aug 1996*) ([31 U.S.C. 3553](#)).

(6) [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 (*Oct 2015*) ([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 (*Oct 2018*) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

__ (5)[Reserved].

__ (6) [52.204-14](#), Service Contract Reporting Requirements (*Oct 2016*) (Pub. L. 111-117, section 743 of Div. C).

__ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (*Oct 2016*) (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. (*Oct* 2015) ([31 U.S.C. 6101 note](#)).

— (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (*Oct* 2018) ([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* 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

— (17)

(i) [52.219-9](#), Small Business Subcontracting Plan (*Aug* 2018) ([15 U.S.C. 637\(d\)\(4\)](#))

— (ii) Alternate I (*Nov* 2016) of [52.219-9](#).

— (iii) Alternate II (*Nov* 2016) of [52.219-9](#).

- (iv) Alternate III (*Nov* 2016) of [52.219-9](#).
- (v) Alternate IV (*Aug* 2018) 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 (*Jan* 2017) ([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 (*Oct* 2019) ([15 U.S.C. 657f](#)).
- (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, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (*Dec* 2015) ([15 U.S.C. 637\(m\)](#)).
- (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (*Dec* 2015) ([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* 2020) (E.O.13126).
- (27) [52.222-21](#), Prohibition of Segregated Facilities (*Apr* 2015).
- (28)
- (i) [52.222-26](#), Equal Opportunity (*Sept* 2016) (E.O.11246).
 - (ii) Alternate I (*Feb* 1999) of [52.222-26](#).
- (29)
- (i) [52.222-35](#), Equal Opportunity for Veterans (*Oct* 2015) ([38 U.S.C. 4212](#)).
- (ii) Alternate I (*July* 2014) of [52.222-35](#).
- (30)
- (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (*Jul* 2014) ([29 U.S.C.793](#)).
- (ii) Alternate I (*July* 2014) of [52.222-36](#).

— (31) [52.222-37](#), Employment Reports on Veterans (*Feb 2016*) ([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 (*Jan 2019*) ([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 (*Oct 2015*). (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) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (*Jun 2016*) (E.O. 13693).

— (37) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (*Jun 2016*) (E.O. 13693).

— (38)

(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (*Jun 2014*) (E.O.s 13423 and 13514).

— (ii) Alternate I (*Oct 2015*) of [52.223-13](#).

— (39)

(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](#).

— (40) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (*Dec 2007*) ([42 U.S.C. 8259b](#)).

— (41)

(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (*Oct 2015*) (E.O.s 13423 and 13514).

- (ii) Alternate I (*Jun* 2014) of [52.223-16](#).
- (42) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (*Aug 2011*) (E.O. 13513).
- (43) [52.223-20](#), Aerosols (*Jun* 2016) (E.O. 13693).
- (44) [52.223-21](#), Foams (*Jun* 2016) (E.O. 13693).
- (45)
- (i) [52.224-3](#) Privacy Training (*Jan* 2017) (5 U.S.C. 552 a).
 - (ii) Alternate I (*Jan* 2017) of [52.224-3](#).
 - (46) [52.225-1](#), Buy American-Supplies (*May* 2014) ([41 U.S.C. chapter 83](#)).
 - (47)
 - (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](#).
 - (48) [52.225-5](#), Trade Agreements (*Oct* 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
 - (49) [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).
 - (50) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (*Oct* 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
 - (51) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (*Nov* 2007) ([42 U.S.C. 5150](#)).
 - (52) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (*Nov* 2007) ([42 U.S.C. 5150](#)).
 - (53) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (*Feb* 2002) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).
 - (54) [52.232-30](#), Installment Payments for Commercial Items (*Jan* 2017) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).

— (55) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) ([31 U.S.C. 3332](#)).

— (56) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C.3332](#)).

— (57) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C.3332](#)).

— (58) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

— (59) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

— (60)

(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](#).

— (iii) Alternate II (Feb 2006) 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 (Aug 2018) ([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) (Aug 2018) ([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 2015).

— (9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (*Jan 2017*) (E.O. 13706).

— (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (*May 2014*) ([42 U.S.C. 1792](#)).

(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 (*Oct 2015*) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (*Jan 2017*) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (*Jul 2018*) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (*Aug 2019*) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (*Oct 2018*) ([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 \$700,000 (\$1.5 million for construction of any public

facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vi) [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](#).

(vii) [52.222-21](#), Prohibition of Segregated Facilities (*Apr 2015*).

(viii) [52.222-26](#), Equal Opportunity (*Sept 2015*) (E.O.11246).

(ix) [52.222-35](#), Equal Opportunity for Veterans (*Oct 2015*) ([38 U.S.C.4212](#)).

(x) [52.222-36](#), Equal Opportunity for Workers with Disabilities (*Jul 2014*) ([29 U.S.C.793](#)).

(xi) [52.222-37](#), Employment Reports on Veterans (*Feb 2016*) ([38 U.S.C.4212](#))

(xii) [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](#).

(xiii) [52.222-41](#), Service Contract Labor Standards (*Aug 2018*) ([41 U.S.C. chapter 67](#)).

(xiv)

(A) [52.222-50](#), Combating Trafficking in Persons (*Jan 2019*) ([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).

(xv) [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](#)).

(xvi) [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](#)).

(xvii) [52.222-54](#), Employment Eligibility Verification (*Oct 2015*) (E.O. 12989).

(xviii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (*Dec 2015*).

(xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (*Jan 2017*) (E.O. 13706).

(xx)

(A) [52.224-3](#), Privacy Training (*Jan 2017*) ([5 U.S.C. 552a](#)).

(B) Alternate I (*Jan 2017*) of [52.224-3](#).

(xxi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (*Oct 2016*) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xxii) [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](#).

(xxiii) [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	JUL 1988
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999
652.247-71	Shipping Instruction	FEB 2015

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)