



**Embassy of the United States of America  
Islamabad, Pakistan**

27-April-2022

Contracting Officer (GSO)  
U.S. Embassy Islamabad  
Diplomatic Enclave, Ramna-5  
Islamabad

E-mail: [Chughtaiar@state.gov](mailto:Chughtaiar@state.gov)

Phone: 92-51-201-5643

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**Subject:** Request for Price Quotation for – Exterior Finish Repair and Painting of Perimeter Walls

The Embassy requests your price quote on a priority basis for the following item/Services:

**1. ITEM DESCRIPTION:**

The American Embassy in Islamabad requires the services of a Buildings Painting Contractor to repair and paint exterior stucco finish surfaces of walls treatments at the embassy compound, as identified in this Statement of Work (SOW). The surfaces to be painted are not new construction. The surfaces are stucco with an exterior coat of paint. Some repair of stucco services is required before painting. Contractor must determine which areas need stucco repair before painting and discuss this with COR. Price must remain valid at least for sixty (60) days and shall not be revised until delivery is made in accordance with resultant purchase order. This is a fixed price contract

**2. Pricing Table:**

\* Prices are all in PKR

<b>Item</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Total Price*</b>
1	<b>EXTERIOR FINISH REPAIR &amp; PAINTING OF PERIMETER WALLS</b>	01Job	

**3.SCOPE OF WORK (SOW):**

SOW is attached for reference

**4. LOCATION**

Contractor shall carry out the required work at the U.S. Embassy Islamabad.

**5. PERMITS AND RESPONSIBILITIES**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occurs as a result of the Contractor’s fault or negligence.

**6. PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS**

The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which do not unreasonably interfere with the work required under this contract. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work.

**7.OFFER REQUIREMENTS:**

- a) Please submit your access request on or before May 6,2022 through email at the below email address with the below information

[Chughtaiar@state.gov](mailto:Chughtaiar@state.gov)  
[niazmf@state.gov](mailto:niazmf@state.gov)

- Full Name
- Place and Date of Birth
- Current Address
- Identification number
- Copy of Valid Computerized National Identity Card issued by GOP

Please nominate and provide details of only one person from each company for site visit

Site visit will be conducted on 12<sup>th</sup> of May at 11am

- b) Please submit your quote on or before **May 20, 2022** through email at

[chughtaiar@state.gov](mailto:chughtaiar@state.gov)  
[Niazmf@state.gov](mailto:Niazmf@state.gov)

- c) Please prepare a quotation on your company letterhead in accordance with the requested details of this RFQ.
- d) Please provide reference of our **RFQ#19PK3322Q1017** in all your correspondence regarding this request for price quotation.

## 8. EVALUATION CRITERIA

- a) Vendors having at least 3 years' experience in construction. Please provide Purchase Order
- b) Vendor should be PEC approved C-6 Civil works. Please provide certificate
- c) Bidder must have a physical business address and good financial health in order to get this award. Provide evidence for business address and financial strength.

## 9. TERMS & CONDITIONS:

- a) **Place of Services:** All Services will be made at:  
**U.S. Embassy Islamabad, Pakistan.**
- b) **Inspection & Acceptance:** The COR/POC will inspect the products/services delivered to determine the quality and acceptability. Substandard products for this project shall be returned at vendor's expense.
- c) **Payment Terms:** 100% Payment will be made within 30 days through Electronic Funds Transfer (EFT) upon completion of deliveries/plantation and submission of legitimate invoice to Financial Management Officer (FMO).
- d) **Submission of Invoice:** Each invoice shall include vendor invoice number, purchase order/contract number, date issued, brief description of supplies/services provided, quantities, unit and total price, and signed by the signing authority.

### **Invoices must be routed to:**

- One original invoice in pdf format to the Financial Management Center to [IslamabadFMC-Invoice@state.gov](mailto:IslamabadFMC-Invoice@state.gov)
- One copy clearly marked "DUPLICATE Copy for GSO – original submitted to FMO" to [Islamabad-GSO-Contracting@state.gov](mailto:Islamabad-GSO-Contracting@state.gov);
- \*Note: Although email is the preferred method, invoices may also be submitted by mail (do not also send electronically if you mail the invoice to the following address:

**Financial Management Officer (FMO)  
US Embassy, Diplomatic Enclave Ramna-5  
Islamabad**

- For payment related queries please contact [IslamabadFMC-Invoice@state.gov](mailto:IslamabadFMC-Invoice@state.gov).
- Contracting Officer takes no responsibility for payment and/or associated queries.

## 10. Notice to Proceed:

The contractor shall start the work within 10 days of Notice to Proceed.

**11. Government Furnished Property/Equipment:**

The Contractor is responsible for the proper care, maintenance, and use of Government property in its possession or control from time of receipt until properly relieved of responsibility in accordance with the terms of the contract. The Contractor shall pay all costs for repair or replacement of Government furnished property that is damaged or destroyed due to Contractor negligence.

**12. Insurance:**

The contractor is responsible for obtaining whatever insurance is necessary according to local laws. The contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the contractor, its officers, agents, servants, and employees, or any other person, arising from an incident to the contractor's performance. The contractor shall hold harmless and indemnify the Government from any and all claims arising there from, except in the instance of gross negligence on the part of the Government.

**13. Safety**

The Contractor shall be responsible for conducting the work in a manner that ensures the safety of employees and visitors at the US Embassy, and the Contractor's employees. Safety standards must meet or exceed current EM 385 US Corps of Engineers Safety and Health Requirements Manual requirements available online.

The Contractor shall be solely responsible for risk assessments, managing health, and safety issues associated with this project. Based on hazard assessments, Contractors shall provide or afford each affected employee personal protective equipment (PPE) that will protect the employee from hazards. At a minimum PPE shall consist of eye protection, hard hats, and closed toe shoes. Sandals or athletic shoes are not acceptable. PPE such as gloves, dust masks, are recommended. These items must be provided at the Contractor's expense.

Workers may use discretion if they feel unsafe in using the equipment in a hostile environment.

Any worker at an elevated location above 1.8 meters, with the exception of a portable ladder OR scaffolding will be provided a safety harness by the Contractor for their use.

The contractor must document in the bid for work how the hazard controls will be implemented and maintained during the project.

The Contractor shall prepare and implement an Activity Hazard Analysis (AHA) prior to the start of work.

The Contractor must have a competent person on-site for inspection of equipment, training workers in the safe use of equipment and the recognition of hazards related to their use, supervision, and identifying and correcting unsafe work practices for high hazard work.

All contractor personnel shall wear hard hats, safety glasses, ear-plugs, gloves, close-toes shoes and any other Personal Protection Equipment deemed necessary by the Facility Manager.

Safety Training:

- Provide specific training to supervisory personnel and all craft workers of the Contractor and subcontractors in proper use and care of specific personal protective gear, equipment, and clothing.
- Contractor and subcontractor employees shall be trained and supervised by qualified persons to perform, safely and confidently, recognized hazardous work operations and work performed with hazardous conditions to which they have been assigned.

652.236-70 ACCIDENT PREVENTION (APR 2004)

(a) General. The Contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the Contractor shall:

- (1) Provide appropriate safety barricades, signs and signal lights;
- (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
- (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.
- (4) For overseas construction projects, the Contracting Officer shall specify in writing additional requirements regarding safety if the work involves:
  - (i) Scaffolding;
  - (ii) Work at heights above two (2) meters;
  - (iii) Trenching or other excavation greater than one (1) meter in depth;
  - (iv) Earth moving equipment;
  - (v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
  - (vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
  - (vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
  - (viii) Hazardous noise levels.

(b) Records. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Officer.

(c) Subcontracts. The Contractor shall be responsible for its subcontractors' compliance with this clause.

(d) Written program. Before commencing work, the Contractor shall:

- (1) Submit a written plan to the Contracting Officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,

(2) Meet with the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(e) Notification. The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the Contractor’s representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

(End of clause)

**14. 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: <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**

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
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](#)



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- (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)