



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

August 01, 2022

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

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Phone: 92-51-201-5946

Subject: Request for Price Quotation to establish Blanket Purchase Agreement for Water Delivery

Request number: **PR10960952**

1. ITEM/SERVICE DESCRIPTION

The Embassy of the United States of America has a frequent requirement of supply of water services (SOW Attached), which requires highly efficient, prompt and well administered professional services that can be relied on. Therefore, we would like interested parties to submit their bid/proposal. Successful bidder/s will be invited to sign a Blanket Purchase Agreement with the US Embassy, Islamabad. Please submit your bid/proposal in writing in response by **August 16, 2022, 1500Hours** COB.

2. What is a Blanket Purchase Agreement (BPA)?

Under a BPA we process relatively low-cost purchases (usually less than \$10,000.00 per purchase) for goods/services the Embassy requires on a regular or frequent basis, but the exact annual requirement is unknown. Payment Terms are Net-30 via electronic funds transfer using your bank details, for multiple purchases in one month after each month (e.g.: all separate purchases made in January, will be consolidated and billed to Financial Management Unit in February).

- A BPA is a simplified method of filling anticipated repetitive needs for supplies or services when a need exists for a wide variety of items, but exact quantities and delivery dates have not been established.
- BPAs specify items/services, but not exact quantities or deliveries.
- There is no minimum order quantity.
- The agreement has an estimate allotting of yearly budget, with a period of performance.
- Business will be executed in local currency.
- Price must remain valid for two year and shall not be revised within two years from the date of agreement.

3. Pricing Table:

Line Item#	Description	Est. Qty.	Unit Price (PKR)	Total Price (PKR)
1	10,000 Liter Tank as per attached SOW			
2	25,000 Liter Tank as per attached SOW			

All prices stated must be firm- fixed prices and include all related costs for delivering the specified service. No additional costs will be accepted during the agreement period.

4. Statement of Work (SOW)

The intent of this scope of work (SOW) is to get the services for on and off compound water supply under a Blanket Purchase Agreement (BPA). The vendor shall furnish labor, transportation, and equipment to perform this service. The requirement includes the services for Potable water Delivery. Contractor shall deliver water to Embassy Compound and its residences located in sectors F-6, F-7, E-7, G-6 and at warehouses in I-9 and I-10 sectors of Islamabad on call basis. Contractor shall transport and deliver the water in 10,000-liter or 25,000 Liter bowsers. Vendor will be required to decant the bowsers at embassy water decanting points located at RCAC and SCAC on compound and at underground water tanks in residences. Only authorized personnel of Facilities Management Section of the Embassy will place the orders. *We can request for delivery any day and any time during this period.*

4.1 Work Tasks

The contractor shall perform the following:

- i. The Contractor shall be responsible for the professional quality, safety, coordination, and timely delivery of water upon receiving call/order from authorized personnel.
- ii. The Contractor shall identify a POC who shall be responsible for the overall management of the agreement and shall represent the Contractor during the agreement period.
- iii. Any cost associated with services subcontracted by the Contractor shall be borne by and be the complete responsibility of the Contractor. The Embassy will not bear any additional cost.
- iv. The contractor shall provide all equipment / tools needed to deliver water.
- v. Although normal working hours at the Embassy are 8:00 AM to 16:30 p.m. Monday through Friday but *we can request for delivery any day and any time during this period.*
- v. The Contractor shall be liable to the Embassy for all damages caused due to Contractor's negligent performance of any of the services furnished under this contract.
- vi. The use of any headphones, earphones, cellular phones, or other listening devices while operating Government or contractor motor vehicles, machinery and mechanized equipment at embassy and residential premises is prohibited. The operators of the motor vehicles, machinery

and mechanized equipment shall not eat, drink and smoke while the equipment is in operation.

4.2 Work Hours

Although normal working hours at the Embassy are 8:00 AM to 16:30 p.m. Monday through Friday but **we can request for delivery any day and any time during this period.**

- The vendors personnel delivering water must carry original CNICs.
- For your smooth access at compound please provide below mentioned detail at least 72 hours before from visit.

Vehicle registration #

Vehicle Model:

Vehicle type:

Vehicle Color:

Driver and Labor Name:

CNIC # (Driver and labor)

Note: Vendor personnel delivering material **MUST WEAR** face mask at the time of entering our premises and keep on wearing mask until they leave the compound otherwise, they shall be returned without accepting delivery.

5. 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.

The Contractor shall be solely responsible for risk assessments, managing health, and safety issues associated with water delivery. Based on hazard assessments, Contractors shall provide or afford each affected employee personal protective equipment (PPE) that will protect the employee from hazards.

The POC may request for additional safety procedures if deemed necessary and the Contractor must comply with these. The Contractor shall promptly report all accidents, minor or major, to the POC.

Comply with local labor laws pertaining to safety.

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)

6. Security Requirements:

i. After award of contract, the Contractor shall provide identification information on all personnel, including workers and supervisory personnel, who will have the need to access delivery site. All workers on site shall be escorted and access to site shall be limited to delivery

areas only.

ii. The Contractor shall coordinate material and equipment deliveries with the POC for access approval. The Contractor shall provide vehicle and delivery personnel information at the minimum 72 hours in advance of delivery.

7. Subcontractors:

Contractor shall be responsible for the conduct and workmanship of Subcontractors engaged in the Project, and for Subcontractor's compliance with the terms of this Statement of Work. The Contractor is responsible for the behavior, safety compliance and workmanship of Subcontractors while on US Government property.

8. Offer Requirements:

- i. Please submit your quote on or before August 16, 2022, at 15:00 Hrs. to Contracting Officer, via **email to following email addresses:**
HussainM3@state.gov RanaMA@state.gov
- ii. Please prepare a quotation on your company letterhead in accordance with the requested details of this RFQ.
- iii. Please provide reference of our Request Number: PR10960952 in all your correspondence regarding this request for price quotation.
- iv. Please include list of your clients whom you sold the items/services in this RFQ for last two years.
- v. 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) MODE OF PAYMENT:

No advance payments are authorized for this service. The contractor shall submit invoices as per advised method by the POC. Invoice should be clearly marked with the BPA and BPA call number. Failure to do so will result in your invoice being returned to you. In accordance with the Prompt Payment Act, which applies to all United States Government orders, terms of payment are 30 days net from receipt of a valid invoice.

b) SUBMISSION OF INVOICE:

At the beginning of the month, vendor prepares and submits a consolidated invoice (preferably electronically), for the previous month to FMC along with completed BPA Calls and delivery tickets duly signed by the embassy's receiver. BPA calls will be invoiced in the month that they are complete.

The invoice shall identify the BPA Calls covered there in, stating the total PKR value and copies of calls (orders). It shall also include invoice number, EFT details, BPA number, date issued, brief description of services provided and total price.

Invoice Routing Instructions:

- One original invoice in pdf format to the Financial Management Center to IslamabadFMC-Invoices@state.gov
- 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. Contracting Officer takes no responsibility for payment and/or associated queries.

c) **PERIOD OF PERFORMANCE:** - Two years starting from date of award.

d) **PRICE EVALUATION**

Evaluation of prices is only for award purpose. Government is not obligated to order estimated quantities. Government may order more or less than estimated quantities shown in price section. Government has right to do the multiple awards.

10. Contract 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

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)	JAN 2017
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
52.249-2	Termination for Convenience of the Government (Fixed-Price) (MAY 2004) Alternate I	APR 1984
52.249-8	Default (Fixed price Supplies and Services)	APR 1984

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52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items.

As prescribed in [12.301\(b\)\(4\)](#), insert the following clause:

Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items (Jan 2018)

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

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

(4) [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 2016) (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 (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 (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

— (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2017) ([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 (Nov 2016) 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\(d\)\(4\)\(F\)\(i\)](#)).

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- ___ (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, 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 2018) (E.O. 13126).
- ___ (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- ___ (28) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
- ___ (29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([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 (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 (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 (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. 552a).
- ___ (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 2016) ([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 (Jul 2013) ([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)(12)).

— (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](#).

(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 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](#)).

— (11) [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 (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) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([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.

(iv) [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](#).

(v) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)

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- (vi) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
 - (vii) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).
 - (viii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
 - (ix) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#))
 - (x) [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](#).
 - (xi) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
 - (xii) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627). Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O 13627](#)).
 - (xiii) [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](#)).
 - (xiv) [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](#)).
 - (xv) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).
 - (xvi) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
 - (xvii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
 - (xviii)(A) [52.224-3](#), Privacy Training (Jan 2017) (5 U.S.C. 552a).
 - (B) Alternate I (Jan 2017) of [52.224-3](#).
 - (xix) [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](#)).
 - (xx) [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](#).
 - (xxi) [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

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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)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.