

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE	PAGE OF 1	PAGES 31
---	--	--	--------------	-------------

1. REQUEST NO. 19CY6021Q0002	2. DATE ISSUED 02/26/2021	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
---------------------------------	------------------------------	-------------------------------------	--	--------

5a. ISSUED BY General Services Office, American Embassy Nicosia		6. DELIVER BY (Date)		
--	--	----------------------	--	--

5b. FOR INFORMATION CALL (NO COLLECT CALLS)		7. DELIVERY		
---	--	-------------	--	--

NAME Savvas Kissopodas		TELEPHONE NUMBER AREA CODE NUMBER 22393381		<input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)
---------------------------	--	--	--	--

8. TO:		9. DESTINATION		
--------	--	----------------	--	--

a. NAME		b. COMPANY		b. STREET ADDRESS
---------	--	------------	--	-------------------

c. STREET ADDRESS		c. CITY		
-------------------	--	---------	--	--

d. CITY		e. STATE	f. ZIP CODE	d. STATE	e. ZIP CODE
---------	--	----------	-------------	----------	-------------

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date)	IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.
---	--

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

ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Generators Scheduled Maintenance for the U.S. Embassy, in Nicosia as per attached statement of work.				
	Base Year	1	AL		
	First Option Year	1	AL		
	Second Option Year	1	AL		
	Third Option Year	1	AL		
	Four Option Year	1	AL		
	All prices must be quoted without VAT				
	FAR/DOSAR clauses are attached				
	Award will be made to the lowest priced quoter.				
	Date & time for receipt of quotations is March 19, 2021 at 1200 hours (noon).				
	TOTAL EURO				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations are are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE	
b. STREET ADDRESS						
c. COUNTY			a. NAME (Type or print)		AREA CODE	
d. CITY		e. STATE	f. ZIP CODE	c. TITLE (Type or print)		NUMBER

**Continuation/Addendum to SF-18, RFQ Number 19CY6021Q0002
Statement of Work for Maintenance of Generators**

Part I: General Information:

A. Introduction

This Statement of Work defines the services related to Generator Scheduled Maintenance that will be rendered at various locations (Please see Part II, B. Specification below) where the US Embassy has installed generators.

Part II: Pricing:

A. Value Added Tax

VALUE ADDED TAX. Value Added Tax (VAT) is not applicable to this contract and shall not be included in the CLIN rates or Invoices. The U.S. Embassy will prepare an exemption certificate from the host government.

B. Base Period

A. Base Year Maintenance

	Model	Quantities	Unit Price Euro	Total Price Euro
1	CAT C18 N1D00329/ N1D00330	2	—	—
1a.	Semi Annually Maintenance	4		
1b.	Annually Maintenance	2		
1c.	Base Year Total (Total = items 1a+1b)			
2	Olympian GEH250-2	1	—	—
2a.	Semi Annually Maintenance	2		
2b.	Annually Maintenance	1		
2c.	Base Year Total (Total = items 2a+2b)			
3	Olympian GEP 65-9	1	—	—
3a.	Semi Annually Maintenance	2		
3b.	Annually Maintenance	1		
3c.	Base Year Total (Total=items 3a+3b)			
4	Leroy Somer LSA EB067304/06	1	—	—
4a.	Semi Annually Maintenance	2		
4b.	Annually Maintenance	1		
4c.	Base Year Total (Total = items 4a+4b)			
5	Leroy Somer LSA 47S037A013	1	—	—
5a.	Semi Annually Maintenance	2		
5b.	Annually Maintenance	1		
5c.	Base Year Total (Total = items 5a+4b)			
6	Himoinsa	1	—	—
6a.	Semi Annually Maintenance	2		
6b.	Annually Maintenance	1		
6c.	Base Year Total (Total = items 6a+6b)			
	Base Year Grand Total (Total = items 1c+2c+3c+4c+5c+6c)			

B.1. First Option Year Prices

A. First Year Maintenance

	Model	Quantities	Unit Price Euro	Total Price Euro
1	CAT C18 N1D00329/ N1D00330	2	—	—
1a.	Semi Annually Maintenance	4		
1b.	Annually Maintenance	2		
1c.	First Year Total (Total = items 1a+1b)			
2	Olympian GEH250-2	1	—	—
2a.	Semi Annually Maintenance	2		
2b.	Annually Maintenance	1		
2c.	First Year Total (Total = items 2a+2b)			
3	Olympian GEP 65-9	1	—	—
3a.	Semi Annually Maintenance	2		
3b.	Annually Maintenance	1		
3c.	First Year Total (Total=items 3a+3b)			
4	Leroy Somer LSA EB067304/06	1	—	—
4a.	Semi Annually Maintenance	2		
4b.	Annually Maintenance	1		
4c.	First Year Total (Total = items 4a+4b)			
5	Leroy Somer LSA 47S037A013	1	—	—
5a.	Semi Annually Maintenance	2		
5b.	Annually Maintenance	1		
5c.	First Year Total (Total = items 5a+4b)			
6	Himoinsa	1	—	—
6a.	Semi Annually Maintenance	2		
6b.	Annually Maintenance	1		
6c.	First Year Total (Total = items 6a+6b)			

	First Year Grand Total (Total = items 1c+2c+3c+4c+5c+6c)			
--	---	--	--	--

B.2. Second Option Year Prices

A. Second Year Maintenance

	Model	Quantities	Unit Price Euro	Total Price Euro
1	CAT C18 N1D00329/ N1D00330	2	—	—
1a.	Semi Annually Maintenance	4		
1b.	Annually Maintenance	2		
1c.	Second Year Total (Total = items 1a+1b)			
2	Olympian GEH250-2	1	—	—
2a.	Semi Annually Maintenance	2		
2b.	Annually Maintenance	1		
2c.	Second Year Total (Total = items 2a+2b)			
3	Olympian GEP 65-9	1	—	—
3a.	Semi Annually Maintenance	2		
3b.	Annually Maintenance	1		
3c.	Second Year Total (Total=items 3a+3b)			
4	Leroy Somer LSA EB067304/06	1	—	—
4a.	Semi Annually Maintenance	2		
4b.	Annually Maintenance	1		
4c.	Second Year Total (Total = items 4a+4b)			
5	Leroy Somer LSA 47S037A013	1	—	—
5a.	Semi Annually Maintenance	2		
5b.	Annually Maintenance	1		
5c.	Second Year Total (Total = items 5a+4b)			
6	Himoinsa	1	—	—
6a.	Semi Annually Maintenance	2		
6b.	Annually Maintenance	1		
6c.	Second Year Total (Total = items 6a+6b)			

	Second Year Grand Total (Total = items 1c+2c+3c+4c+5c+6c)			
--	--	--	--	--

B.3. Third Option Year Prices

A. Third Year Maintenance

	Model	Quantities	Unit Price Euro	Total Price Euro
1	CAT C18 N1D00329/ N1D00330	2	—	—
1a.	Semi Annually Maintenance	4		
1b.	Annually Maintenance	2		
1c.	Third Year Total (Total = items 1a+1b)			
2	Olympian GEH250-2	1	—	—
2a.	Semi Annually Maintenance	2		
2b.	Annually Maintenance	1		
2c.	Third Year Total (Total = items 2a+2b)			
3	Olympian GEP 65-9	1	—	—
3a.	Semi Annually Maintenance	2		
3b.	Annually Maintenance	1		
3c.	Third Year Total (Total=items 3a+3b)			
4	Leroy Somer LSA EB067304/06	1	—	—
4a.	Semi Annually Maintenance	2		
4b.	Annually Maintenance	1		
4c.	Third Year Total (Total = items 4a+4b)			
5	Leroy Somer LSA 47S037A013	1	—	—
5a.	Semi Annually Maintenance	2		
5b.	Annually Maintenance	1		
5c.	Third Year Total (Total = items 5a+4b)			
6	Himoinsa	1	—	—
6a.	Semi Annually Maintenance	2		
6b.	Annually Maintenance	1		

6c.	Third Year Total (Total = items 6a+6b)			
	Third Year Grand Total (Total = items 1c+2c+3c+4c+5c+6c)			

B.4. Four Option Year Prices

A. Four Year Maintenance

	Model	Quantities	Unit Price Euro	Total Price Euro
1	CAT C18 N1D00329/ N1D00330	2	—	—
1a.	Semi Annually Maintenance	4		
1b.	Annually Maintenance	2		
1c.	Four Year Total (Total = items 1a+1b)			
2	Olympian GEH250-2	1	—	—
2a.	Semi Annually Maintenance	2		
2b.	Annually Maintenance	1		
2c.	Four Year Total (Total = items 2a+2b)			
3	Olympian GEP 65-9	1	—	—
3a.	Semi Annually Maintenance	2		
3b.	Annually Maintenance	1		
3c.	Four Year Total (Total=items 3a+3b)			
4	Leroy Somer LSA EB067304/06	1	—	—
4a.	Semi Annually Maintenance	2		
4b.	Annually Maintenance	1		
4c.	Four Year Total (Total = items 4a+4b)			
5	Leroy Somer LSA 47S037A013	1	—	—
5a.	Semi Annually Maintenance	2		
5b.	Annually Maintenance	1		
5c.	Four Year Total (Total = items 5a+4b)			
6	Himoinsa	1	—	—
6a.	Semi Annually Maintenance	2		
6b.	Annually Maintenance	1		
6c.	Four Year Total (Total = items 6a+6b)			
	Four Year Grand Total (Total = items 1c+2c+3c+4c+5c+6c)			

B.5. Grand Total

Base Year	
First Option Year	
Second Option Year	
Third Option Year	
Four Option Year	
Grand Total – Base plus All Option Years	

B.6. Additional Services

Hourly Labor Rate for emergency call per technician	Working hours 07:30 -17:00	After hours	Holidays
Base Year			
First Option Year			
Second Option Year			
Third Option Year			
Four Option Year			

Part III: Work Requirements:

A. Requirements/Tasks

The contractor shall provide the following Standard Services:

i. Scheduled Maintenance Tasks

1. Semi-annual scheduled maintenance tasks - Semi Annually

1. Automatic Start/Stop - inspect
2. Battery Charger- Check
3. Battery Electrolyte Level - Check
4. Cooling System Coolant Level - Check
5. Electrical Connections - Check
6. Engine Air Cleaner Service Indicator- Inspect
7. Engine Oil Level- Check
8. Fuel Tank Water and Sediment- Drain (Generator day tank)
9. Generator- Inspect
10. Generator Bearing Temperature - Test / Record
11. Generator Leak - Check
12. Instrument Panel - Inspect
13. Jacket Water Heater - Check
14. Power Factor- Check
15. Space Heater – Check During semi-annual maintenance (if required)
16. Battery - Replace
17. Battery or Battery Cable - Disconnect
18. Ether Starting Aid Cylinder- Replace
19. Fuel System - Prime
20. Fuel System Primary Filter/Water Separator - Drain
21. Generator Bearing- Lubricate
22. Generator Load- Check
23. Generator Set- Test
24. Rotating Rectifier- Test

2. Annual scheduled maintenance tasks - Annually

1. Alternator- Inspect
2. Belts – Inspect / Adjust / Replace
3. Cooling System Coolant Sample (Level 2) - Obtain
4. Cooling System Supplemental Coolant Additive (SCA)- Test / Add
5. Crankshaft Vibration Damper- Inspect
6. Engine - Clean
7. Engine Air Cleaner Element (Dual Element) – Clean / Replace
8. Engine Mounts - Inspect
9. Engine Oil Sample – Obtain (when applicable)
10. Engine Oil and Filter - Change
11. Engine Performance - Test
12. Engine Protective Devices - Check
13. Engine Valve Lash – Inspect / Adjust
14. Engine Valve Rotators - Inspect
15. Fan Drive Bearing- Lubricate
16. Fuel System Primary Filter (Water Separator) Element - Replace

17. Fuel System Secondary Filter- Replace
18. Generator Set Vibration - Inspect
19. Generator Set Vibration- Test / Record
20. Hoses and Clamps- Inspect / Replace
21. Insulation- Test
22. Radiator- Clean
23. Starting Motor - Inspect
24. Water Pump- Inspect

3. Additional 3rd-year only (Option Year 2) scheduled maintenance tasks – Annually

1. Cooling System Coolant (DEAC) - Change
2. Cooling System Coolant Extender (ELC) - Add
3. Cooling System Water Temperature Regulator- Replace
4. Cylinder Head Grounding Stud – Inspect / Clean / Tighten
5. Engine Speed / Timing Sensors - Check / Clean / Calibrate
6. Rotating Rectifier - Check
7. Turbocharger - Inspect

ii. General Tasks

1. Contractor will ensure that all safety information, warnings, and instructions in the O&M Manual of the respective equipment are read and understood before any operation or any maintenance procedures are performed.
2. The contractor is responsible for the performance of maintenance, including all adjustments, the use of proper lubricants, fluids, filters, and the installation of new components due to normal wear and aging.
3. Before each consecutive interval is performed, all maintenance from the previous intervals must be performed.
4. Vendor will provide all required tools, equipment and measurement devices.
5. Vendor will provide all spare parts and consumables required for maintaining the generator (including oil, grease, etc.).
6. Work area will be cleaned up each day and kept free of debris. All work will be done in an orderly and professional manner. All workers will dress in professional work clothing.
7. In case of Emergency Call the contractor will respond within 4 hours or less irrespectively if the day of the call or the days included in the response are weekends, days off or in any way holidays.
8. The contractor must submit along with his offer his hourly compensation for responding to an Emergency Call.
9. The contractor will provide the name, ID number and cell phone number of his operative (or operatives) who will be responsible to respond to any Emergency call 24/7.
10. In addition to regularly scheduled maintenance, contractor will be responsible for diagnosis and troubleshooting of all generator problems, including breakdown, failure, or error code. Contractor is responsible for diagnosis the issue and providing a written report with findings, recommendations to fix the issue, repair versus replace cost benefit analysis, detailed part list for required repairs, cost estimate, and scope of work for repairs if needed. The cost of service calls for diagnosis and troubleshooting are not included in the base price of this contract, and will be billed on a per-call basis based on the rates outlined in Part II Pricing B.6.

B. Specifications

Following is a list of the 7 generators to be maintained along with their respective locations.

	Type/Model	Serial Number	Location	Year Installed
1.	CAT C18	N1D00329	Chancery 2 Ploutarchou str., Engomi Nicosia	2011
2.	CAT C18	N1D00330	Chancery 2 Ploutarchou str., Engomi Nicosia	2011
3.	OLYMPIAN GEH250-2	NNM00986	Chancery 2 Ploutarchou str., Engomi Nicosia	2011
4.	OLYMPIAN GEP 65-9	306933/004	DCR Pericleous Str. Engomi, Nicosia	2014
5.	LEROY SOMER LSA	EB067304/06	North Office/6 Serif Arzik Sokak, Nicosia	1997
6.	HIMOINSA	191001870	MSGR 55 Archangelos str., Strovolos, Nicosia	2019
7.	LEROY SOMER LSA	47S037A013	West Office Annex Panayioti Yiannopoulou str., Engomi	2010

C. Deliverables

1. This contract will be in effect for 1 (one) Base Year plus another 4 (four) Optional Years.
2. Project site access is Monday – Friday, 8:00 - 16:00. If weekends or holidays (local and American) require work to be done, prior approval is required.
3. Contractor will notify Contracting Officer Representative (COR) at least 48 hours in advance of his planned visits supplying all required information.
4. Contractor will, at each Scheduled Maintenance visit, furnish the checklist of jobs to be done (it is an attachment in this contract). At the end of each Scheduled Maintenance the Contractor will fill out the check list and sign it.
5. The contractor will provide all consumables during the scheduled maintenance, like lubricants, oil, fluids, filters and belts, as they are specified by each generator manufacturer.
6. Parts other than the consumables mentioned above requiring replacement contractor will provide after COR approval. Contractor is responsible for individual parts under €100. If the cost of each part is above €100 the contractor will submit his invoice and the customer will reimburse.
7. All work outside the Scheduled Maintenance visits that will create a cost to the customer (parts or labor) must be submitted with the relevant cost to the attention of COR in writing. Contractor is

authorized to proceed after COR approval. Any works the contractor performs without COR approval will not be reimbursed.

D. Applicable Documents

1. SECURITY:

- a. The Contractor shall meet all necessary Security and Facility Access requirements as detailed by the Regional Security Office (RSO).
- b. The Contractor is responsible to provide all information necessary to obtain Temporary Badges or other Access requirements.

2. HEALTH & SAFETY:

- a. The Contractor shall be responsible for ensuring and implementing all necessary health and safety procedures and requirements for their workers and any sub-contracted workers. Further, the Contractor shall hold the U.S. Government harmless and free of all responsibilities for any action on the part of the Contracted workforce that results in illness, injury or accidental death. The Contractor shall immediately notify the COR in the event of any workplace health and or safety issue.

Part III: Supporting Information

A. Place of Performance

All work under this Scope of Work shall be performed at the locations that appear in the section Part II. B. Specifications above.

B. Period of Performance

The period of performance (POP) shall be for one (1) Base Year plus four (4) Optional Years from day of contract award.

C. Equipment

1. CONTRACTOR FURNISHED EQUIPMENT (CFE):

- a. Unless otherwise noted and agreed with the Contracting Officer all necessary equipment, material, labor shall be considered CFE.
- b. The contractor will provide all lubricants, oil, fluids, filters etc. as specified by each generator manufacturer

2. GOVERNMENT FURNISHED EQUIPMENT (GFE):

- a. Unless otherwise noted and agreed with the COR, GFE is limited to the provision of
 - i. 230/400 electrical volt power for all CFE.
 - ii. Water supply
 - iii. Generator fuel for the test run

C. Insurance

The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:

1. GENERAL LIABILITY (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury):

(1) BODILY INJURY AND PROPERTY DAMAGE, IN EURO	
Per Occurrence	€60,000.00
Cumulative	€160,000.00

2.The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

3.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 and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

4.The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

5.The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

652.236-70ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) *High Risk Activities.* If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 38511, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

- (1) Scaffolding;
- (2) Work at heights above 1.8 meters;
- (3) Trenching or other excavation greater than one (1) meter in depth;
- (4) Earth-moving equipment and other large vehicles;
- (5) Cranes and rigging;

(6) Welding or cutting and other hot work;

(7) Partial or total demolition of a structure;

(8) 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;

(9) 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.);

(10) 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

(11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) *Safety and Health Requirements.* The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.

(c) *Mishap Reporting.* The contractor is required to report **immediately** all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) *Records.* The contractor shall maintain an accurate record on all mishaps 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.

(e) *Subcontracts.* The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) *Written program.* The plan required by paragraph (f)(1) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

1. The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

2. The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 38511) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

The following DOSAR clauses are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

1. Use an email signature block that shows name, the office being supported and company affiliation (e.g. “John Smith, Office of Human Resources, ACME Corporation Support Contractor”);
2. Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The Contractor shall submit invoice to NicosiaContracting@state.gov. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

(c) Contractor Remittance Address. The Government will make payment to the contractor’s address stated on the cover page of this contract, unless a separate remittance address is shown below:

CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS AWARDED BY
OVERSEAS CONTRACTING ACTIVITIES

(Current thru FAC 2020-7 and FAC 2020-8, effective 08/13/2020)

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: [Acquisition.gov](https://www.acquisition.gov) this address is subject to change.

DOSAR clauses may be accessed at: <https://www.acquisition.gov/dosar>

E. 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)	MAY 2020
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
52.246-26	REPORTING NON CONFORMING ITEMS	JUN 2020

The following clause is provided in full text:

52.212- 5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (AUG 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 2020) (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 (JUNE 2020), 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 (JUN 2020) ([41 U.S.C. 3509](#))).

___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 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 (JUN 2020) (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. (JUN 2020) ([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 (MAR 2020) ([15 U.S.C. 657a](#)).

__ (ii) Alternate I (MAR 2020) of [52.219-3](#).

__ (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

__ (ii) Alternate I (MAR 2020) of [52.219-4](#).

__ (13) [Reserved]

__ (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (MAR 2020) of [52.219-6](#) ([15 U.S.C. 644](#)).

__ (ii) Alternate I (MAR 2020) of [52.219-6](#).

__ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (MAR 2020) ([15 U.S.C. 644](#)).

__ (ii) Alternate I (MAR 2020) 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 (JUN 2020) ([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 (JUN 2020) of [52.219-9](#).

__ (v) Alternate IV (JUN 2020) of [52.219-9](#).

__ (18) (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).

(ii) Alternate I (MAR 2020) of [52.219-13](#).

__ (19) [52.219-14](#), Limitations on Subcontracting (MAR 2020) ([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 (MAR 2020) ([15 U.S.C. 657f](#)).

__ (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (MAY 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).

(ii) Alternate I (MAR 2020) of [52.219-28](#).

__ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (MAR 2020) ([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 (Mar2020) ([15 U.S.C. 637\(m\)](#)).

__ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).

__ (26) [52.219-33](#), Nonmanufacturer Rule (MAR 2020) ([15U.S.C. 637\(a\)\(17\)](#)).

__ (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).

X (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN2020) (E.O.13126).

__ (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

__ (30) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).

__ (ii) Alternate I (FEB 1999) of [52.222-26](#).

__ (31) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

__ (ii) Alternate I (JUL 2014) of [52.222-35](#).

__ (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

__ (ii) Alternate I (JUL 2014) of [52.222-36](#).

__ (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

__ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (35) (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).

__ (36) [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](#).)

__ (37) (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.)

__ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

__ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

__ (40)

(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](#).

__ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun2014) of [52.223-14](#).

__ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).

__ (43)

(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](#).

X (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

__ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

__ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

__ (47) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).

__ (ii) Alternate I (JAN 2017) of [52.224-3](#).

__ (48) [52.225-1](#), Buy American-Supplies (May 2014) ([41 U.S.C. chapter 83](#)).

___ (49) (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](#).

___ (50) [52.225-5](#), Trade Agreements (OCT 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

___ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (52) [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).

___ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov2007) ([42 U.S.C. 5150](#)).

___ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).

___ (55) [52.229-12](#), Tax on Certain Foreign Procurements (JUN 2020).

___ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (FEB 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

___ (57) [52.232-30](#), Installment Payments for Commercial Items (Jan2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

___ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([31 U.S.C. 3332](#)).

X (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).

___ (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).

___ (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

___ (63)

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

__ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

X (3) [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](#)).

__ (4) [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](#)).

__ (5) [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](#)).

__ (6) [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](#)).

__ (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (DEC 2015).

__ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

__ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([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, as defined in FAR [2.101](#), on the date of award of this contract, 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.

(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 (JUN 2020) ([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 2020) (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 the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

(vii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

(x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(xi) [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](#).

(xii) [52.222-41](#), Service Contract Labor Standards (Aug2018) ([41 U.S.C. chapter 67](#)).

(xiii)

(A) [52.222-50](#), Combating Trafficking in Persons (JAN 2019) ([22 U.S.C. chapter 78](#) and E.O 13627).

(B) Alternate I (Mar2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ([41 U.S.C. chapter 67](#)).

(xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY2014) ([41 U.S.C. chapter 67](#)).

(xvi) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (DEC 2015).

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

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

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

(xx) [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](#)).

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxii) [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)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Aug 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from

procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph

(b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 Covered Telecommunications Equipment or Services-Representation (DEC 2019)

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) *Representation.* The Offeror represents that it does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

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)	FEB 2015
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 Building Engineer"	AUG 1999
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:

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.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD POLICY AND PROCEDURES (FEB 2015)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Policy and Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert the substance of 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 Policy and Procedures may be accessed at: <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

(End of clause)

652.237-72 Observance of Legal Holidays and Administrative Leave (FEB 2015)

(a) The Department of State observes the following days as holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Observation of Christmas Day
Observation of New Year's Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; if it falls on Saturday the preceding Friday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c)The Embassy will observe in addition to (a) above the below listed holidays in 2021.

Epiphany Day
Kathara Deftera
Greek Independence Day
Good Friday
Easter Monday
Easter Tuesday
Holy Spirit Day
Cyprus Independence Day
28 October

A complete listing of the holidays to be observed annually is available for viewing at <https://cy.usembassy.gov/holiday-calendar/>.

652.242-70CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

a. The COR for this contract is Building Engineer

(End of clause)

652.242-73AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract;
and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.