Subject: RFQ 19PE5019Q0090 — Catering Services for the 4th of July Event

Dear Prospective Quoter:

The US Embassy, Lima, Peru, has a requirement for a contractor to provide catering services for the upcoming 4th of July event that will be held at the Ambassador's residence. You are invited to submit a quotation. The Request for Quotations (RFQ) consists of the following sections:

1. Standard Form SF-1449
2. Statement of Work
3. Instructions to Offerors (Quotation rules and evaluation method)
4. FAR & DOSAR clauses

The Embassy plans to award a purchase order to the responsible company submitting an acceptable quotation at the lowest price. You are encouraged to make your quotation competitive. You are also cautioned against any collusion with other potential offerors with regard to price quotations to be submitted. The RFQ does not commit the American Embassy to make any award. The Embassy may cancel this RFQ or any part of it. All quoters shall have an active registration in the System for Award Management (SAM).

Please read the RFQ carefully and, if you are interested, submit your quotation. Complete and return the SF-1449 (blocks 17a, 23, 24, 30a, 30b and 30c) to the address shown in Block 15 or by email to rivascr@state.gov by May 3, 2019 at 10:00 a.m. Oral quotations will not be accepted.

Sincerely,

[Signature]

Noemi Davila
Contracting Officer

Enclosure: As stated.
SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

2. CONTRACT NO.  3. AWARD/ EFFECTIVE DATE  4. ORDER NUMBER  5. SOLICITATION NUMBER  6. SOLICITATION ISSUE DATE
PR8211218
04/17/2019

7. FOR SOLICITATION INFORMATION CALL:
a. NAME Christian R Rivas

9. ISSUED BY
AMERICAN EMBASSY LIMA
Ave. Lima Polo Cdra 2 Monterrico
ATTN: GSO/Procurement
Lima
PERU

10. THIS ACQUISITION IS
\[\text{X} \] UNRESTRICTED OR
\[\text{ } \] SET ASIDE: ____% FOR:
\[\text{ } \] SMALL BUSINESS
\[\text{ } \] WOMEN-OWNED SMALL BUSINESS
\[\text{ } \] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
\[\text{ } \] EDWOSB
\[\text{ } \] EMERGING SMALL BUSINESS

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
\[\text{ } \] SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
\[\text{X} \] RFQ
\[\text{ } \] IFB
\[\text{ } \] RFP

15. DELIVER TO
AMERICAN EMBASSY LIMA
Ave. Lima Polo Cdra 2 Monterrico
ATTN: GSO/Procurement
Lima
PERU

16. ADMINISTERED BY
AMERICAN EMBASSY LIMA
Ave. Lima Polo Cdra 2 Monterrico
ATTN: GSO/Procurement
Lima
PERU

17a. CONTRACTOR/OFFERER

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY
AMERICAN EMBASSY LIMA
Ave. Lima Polo Cdra 2 Monterrico
ATTN: FMO/DBO
Lima
PERU

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
SEE ADDENDUM

20. SCHEDULE OF SUPPLIES/SERVICES

21. QUANTITY

22. UNIT

23. UNIT PRICE

24. AMOUNT

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REF.

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or print)

31c. DATE SIGNED
Solicitation to provide Catering services for the 4th of July Reception, Cocktail buffet for an estimated 1000 guests according to the attached Statement of Work.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SCHEDULE OF SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>1000</td>
<td>each</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _______________________________

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NO.

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS
Statement of Work

Caterer

U.S. EMBASSY INDEPENDENCE DAY EVENT 2019

General Description of Event
Event is a 2.5 - 3-hour stand-up reception with 5 buffet stations. Expected attendance is 1,000 people. The event location is the garden of the U.S. Ambassador’s Residence, and will include a brief program of remarks and national anthems. Event will take place on July 3, 2019, from 1900 - 2100.

Role of the Caterer
The Caterer (hereinafter “the Provider”) is responsible for designing and executing a menu for the event, providing elegant, high level food that celebrates 10 years of increased trade between the United States and Peru. The menu should highlight successful items such as U.S. wine, bourbon, U.S. Beef, cheese, blueberries, asparagus, and other products from the United States. The event should have the look of an elegant wine and cheese function gathering in the United States. The ideal provider will have considerable experience with large-scale functions of this nature, speak English, and have a cultural understanding of the United States to be able to interpret and relate to the theme of this year’s event.

The Provider must keep costs within a budget, and must be able to adhere to deadlines. The Provider is responsible for providing items including, but not limited to, all food, tables, table decoration, servers, and bartenders. The Provider must work closely with the architect, providing the tents and supporting structures, in the development and integration of the food and beverage service and the decorations to ensure unity and integrity in the overall ambience of the event.

The Embassy will be wholly responsible for the event security and access control. The Provider must comply with all security requirements of the Embassy, including providing advance lists of all contractors working with the Provider who need access to the event site, prior to and during the event. All information must be provided at least 3 weeks before the event. The required information will consist of full names of employees/contractors, DNI numbers, dates of birth, and genders. Additionally any vehicles making deliveries will need make model, color, year, and license plate of vehicle provided in advance and coordinated with the logistics point of contact.

It is critical that the coordination of the entry of guests, the program, music, food service, and decoration is seamless and efficient. The Provider is responsible for the timely setup of food stations, tables, kitchens, and bars. Creativity in the design and execution of the theme is a significant criterion for the selection of the Provider. Successful past
performance in other events of this size and scope will factor, as well as creativity and completeness of the proposal. Management skills, including adherence to the budget, staffing, and professionalism, will be determined by interview.

Proposals should include sample menus, detailed proposed budgets, and examples of prior work of a similar scale. Completeness of the project proposal will also be important. Also, proposals should include food and beverages along with crockery, cutlery, glassware, tables for food stations, cooks, waiters, maître, chef, transportation of equipment, materials, and personnel arrangement of flowers for food and drink stations, a chocolate sculpture focused on the theme and ice.

Specific Requirements:

* Cold and hot appetizers must be available – looking for 4 – 5 of each kind per person
  - Station 1 – Cold – Cheeses, hams sausage, meats from the U.S., featuring grapes and other trade success stories.
  - Station 2 and 3 – Hot food, elevated/elegant American food focused on the theme
  - Station 4 – “Healthy food” like vegetables and fruits that are the success exports/imports: asparagus, blueberries, grapes, mangos, citrus
  - Station 5 – American “traditional” desserts including desserts with blueberries, grapes, mangos, citrus.
  - Notes:
    o Small user-friendly plates (dessert or appetizer size, not full size) with wine glass holder clip
    o Emphasize hand-food since the event will mostly be standing room only
    o Provide adequate servers in order to facilitate decent movement of food and beverages

The Provider must budget the cost as if providing all elements of the menu, but the possibility exists that the various meats and/or other products may be provided to the Provider through 3rd party donations to support the U.S. Embassy Independence Day event. In the event these donations are made, The Provider would need to reduce the per person cost the appropriate amount to account for the provisions of meats or other products gifted through the U.S. Embassy. Once the Provider is selected, they will have to coordinate with the third party donors to work out specific details of the quantity of the donation, delivery schedules etc.
52.212-1 Instructions to Offerors—Commercial Items.

As prescribed in 12.301(b)(1), insert the following provision:

INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS (OCT 2018)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

1. The solicitation number;
2. The time specified in the solicitation for receipt of offers;
3. The name, address, and telephone number of the offeror;
4. A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
5. Terms of any express warranty;
6. Price and any discount terms;
7. “Remit to” address, if different than mailing address;
8. A completed copy of the representations and certifications at FAR52.212-3 (see FAR52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
9. Acknowledgment of Solicitation Amendments;
10. Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
11. If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and
returned at the sender’s request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in
the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror’s initial offer should contain the offeror’s best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-
GSA Federal Supply Service Specifications Section
Suite 8100 470 East L’Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.
(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph(i)(1)(i) of this provision. Additional copies will be issued for a fee.
(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:
(i) ASSIST (https://assist.dla.mil/online/start/).
(ii) Quick Search (http://quicksearch.dla.mil/).
(iii) ASSISTdocs.com (http://assistdocs.com).
(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-
(i) Using the ASSIST Shopping Wizard (https://assist.dla.mil/wizard/index.cfm);
(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA
Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier. (Applies to all offers exceeding $3,500, and offers of $3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) [Reserved]

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

1. The agency’s evaluation of the significant weak or deficient factors in the debriefed offeror’s offer.
2. The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
3. The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
4. A summary of the rationale for award;
5. For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
6. Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)
CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS
AWARDED BY OVERSEAS CONTRACTING ACTIVITIES
(Current thru FAC 2005-101, Dated 11/20/2018)

COMMERCIAL ITEMS

FAR 52.252-2 Clauses Incorporated By Reference (FEB 1998)

This purchase order or BPA incorporates the following clauses by reference, with the same force
and effect as if they were given in full text. Upon request, the Contracting Officer will make
their full text available. Also, the full text of a clause may be accessed electronically at this
address: https://www.acquisition.gov/far

DOSAR clauses may be accessed at: http://www.statebuy.state.gov/dosar/dosartoc.htm

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

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<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
<th>DATE</th>
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<tbody>
<tr>
<td>52.204-7</td>
<td>SYSTEM FOR AWARD MANAGEMENT</td>
<td>OCT 2018</td>
</tr>
<tr>
<td>52.204-9</td>
<td>Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system)</td>
<td>JAN 2011</td>
</tr>
<tr>
<td>52.204-13</td>
<td>SYSTEM FOR AWARD MANAGEMENT MAINTENANCE</td>
<td>OCT 2018</td>
</tr>
<tr>
<td>52.204-18</td>
<td>COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE</td>
<td>OCT 2018</td>
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<tr>
<td>52.212-4</td>
<td>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)</td>
<td>OCT 2018</td>
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<tr>
<td>52.225-19</td>
<td>Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only)</td>
<td>MAR 2008</td>
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<tr>
<td>52.227-19</td>
<td>Commercial Computer Software License (if order is for software)</td>
<td>DEC 2007</td>
</tr>
<tr>
<td>52.228-3</td>
<td>Workers’ Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance)</td>
<td>JUL 2014</td>
</tr>
<tr>
<td>52.228-4</td>
<td>Workers’ Compensation and War-Hazard Insurance (if order is for services and contractor employees are not covered by Defense Base Act insurance)</td>
<td>APR 1984</td>
</tr>
</tbody>
</table>
52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items (OCT 2018) and (Deviation 2017-02) (June 2017)

(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).


(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.]


✓ (5) [Reserved].


✓ (10) [Reserved].
(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]
(ii) Alternate I (Nov 2011).
(iii) Alternate II (Nov 2011).
(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)).
(22) 52.219-28, Post Award Small Business Program Representation (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)).
(27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
(28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
(31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
(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).
(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.
✓ (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.
✓ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
✓ (44) 52.223-21, Foams (Jun 2016) (E.O. 13693).
  (ii) Alternate I (JAN 2017) of 52.224-3.


(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.


(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).


(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).


(54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).


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


(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.]
(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)

(vi) **52.222-26**, Equal Opportunity (Sept 2016) (E.O. 11246).


(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)


__(B) 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**).


(xviii)(A) 52.224-3, Privacy Training (Jan 2017) (**5 U.S.C. 552a**).
(B) Alternate I (Jan 2017) of 52.224-3.


(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**

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
<th>DATE</th>
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</thead>
<tbody>
<tr>
<td>652.225-71</td>
<td>Section 8(a) of the Export Administration Act of 1979, As Amended (if order exceeds simplified acquisition threshold)</td>
<td>AUG 1999</td>
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<tr>
<td>652.229-70</td>
<td>Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post)</td>
<td>JUL 1988</td>
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<tr>
<td>652.229-71</td>
<td>Personal Property Disposition at Posts Abroad</td>
<td>AUG 1999</td>
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<tr>
<td>652.237-72</td>
<td>Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility)</td>
<td>APR 2004</td>
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<tr>
<td>652.239-71</td>
<td>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)</td>
<td>SEP 2007</td>
</tr>
<tr>
<td>652.242-70</td>
<td>Contracting Officer’s Representative (if a COR will be named for the order) Fill-in for paragraph b: “The COR is”</td>
<td>AUG 1999</td>
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<tr>
<td>652.242-71</td>
<td>Notice of Shipments</td>
<td>JUL 1988</td>
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<tr>
<td>652.243-70</td>
<td>Notices</td>
<td>AUG 1999</td>
</tr>
<tr>
<td>652.247-71</td>
<td>Shipping Instruction</td>
<td>FEB 2015</td>
</tr>
</tbody>
</table>
The following clause is provided in full text, and is applicable for orders for services that will require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems:

652.204-70  Department of State Personal Identification Card Issuance Procedures (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor’s employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at http://www.state.gov/m/ds/rls/rpt/c21664.htm.

(End of clause)