July 19, 2017

Subject: PR6419483

Dear Prospective Quoter:

The American Embassy, Lima, Peru, has a requirement for a contractor to provide Mail/Pouch Delivery and Handling Services. You are invited to submit a quotation. The Request for Quotations (RFQ) consists of the following sections:

1. Standard Form SF-18 (you have to fill blocks 13, 14, 15, 16
2. Basic information, specifications and technical qualifications.
3. Instructions (Quotation rules and evaluation method)

The Embassy plans to award a purchase order. 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.

As per US Government regulations, in order to participate in this RFQ it is required that the offerors are duly registered at SAM (System of Award Management). If you are not registered and you want to participate of this RFQ, you must initiate this process. Please contact Mrs. Jessica Mendez at Mendezj@state.gov in case you have questions.

Please read the RFQ carefully, and if you are interested, submit your quotation. Return the completed SF-18 to American Embassy Lima, Attn: GSO/Procurement in Av. Lima Polo Cdra. 2 Monterrico by August 04, 2017. Oral quotations will not be accepted.

Sincerely,

[Signature]

Noemi Davila
Contracting Officer

Enclosure: As stated
REQUEST FOR QUOTATION
(THERE IS NOT AN ORDER)

1. REQUEST NO.  PR6419483
2. DATE ISSUED 07/19/2017
3. REQUISITION/PURCHASE REQUEST NO.
4. CERT. FOR NAT. DEF.
   UNDER BDSA REG. 2
   AND/OR DMS REG. 1

5a. ISSUED BY
AMERICAN EMBASSY LIMA
5b. FOR INFORMATION CALL (NO COLLECT CALLS)
NAME
Jessica Mendez
TELEPHONE NUMBER
618-2190
AREA CODE  NUMBER

7. DELIVERY
FOB DESTINATION

OTHER (See Schedule)

8. TO:

a. NAME
b. COMPANY
Av. Lima Polo Cdra 2 Monterrico, AT:GSO
Av.

9. DESTINATION

a. NAME OF CONSIGNEE
AMERICAN EMBASSY LIMA
b. STREET ADDRESS
Av. Lima Polo Cdra 2 Monterrico, AT:GSO
Av.
c. CITY
Lima
d. STATE

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.

08/04/2017

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

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/ SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>Mail/Pouch Delivery and Handling Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

See attached for specifications.

12. DISCOUNT FOR PROMPT PAYMENT

<table>
<thead>
<tr>
<th>a. 10 CALENDAR DAYS (%)</th>
<th>b. 20 CALENDAR DAYS (%)</th>
<th>c. 30 CALENDAR DAYS (%)</th>
<th>d. CALENDAR DAYS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NOTE: Additional provisions and representations are not attached.

13. NAME AND ADDRESS OF QUOTER
a. NAME OF QUOTER

14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION
15. DATE OF QUOTATION

16. SIGNER
a. NAME (Type or print)

17. TELEPHONE

18. AREA CODE

19. NUMBER

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition not usable

STANDARD FORM 18 (REV. 6-95)
Prescribed by GSA-FAR (48 CFR) 53.215-1(a)
SECTION 1 – THE SCHEDULE

1. PERFORMANCE WORK STATEMENT

The purpose of this purchase order is to provide freight forwarding, terminal handling and delivery services for Diplomatic Pouches and Diplomatic Mail (a.k.a. DPO mail) for the United States Embassy in Lima Peru in accordance with the performance work statement in paragraph 9 below.

2. PERIOD OF PERFORMANCE

This is an Indefinite Delivery Indefinite Quantity Purchase Order (IDIQ). The performance period of this purchase order is from the date of award and continuing for 12 months, with one (1) year options to renew.

For each year of performance the U.S. Government guarantees a minimum order of USD $500.00. The maximum amount of services each year of this contract will not exceed USD $60,000.00.

3. PRICING

The rates provided shall include all direct and indirect costs, insurance (see FAR 52.228-3 and 52.228-5), overhead, and profit. The prices include all expenses and materials required to complete the work.

All prices shall be in U.S. Dollars and must include IGV taxes as a separate line item.
4. BASE PERIOD PRICES (12 months from date of award)

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit of Measure</th>
<th>Rate per trip</th>
<th>Estimated No. of Services</th>
<th>Total Estimated Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customs clearance documentation and delivery of Inbound Pouch-Mail services.</td>
<td>Up to 250</td>
<td></td>
<td>96</td>
<td></td>
</tr>
<tr>
<td>Safeguarding incoming shipments.</td>
<td>kgs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customs clearance documentation and delivery of Inbound Pouch-Mail services.</td>
<td>251 to 500</td>
<td></td>
<td>60</td>
<td></td>
</tr>
<tr>
<td>Safeguarding incoming shipments.</td>
<td>kgs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customs clearance documentation and delivery of Inbound Pouch-Mail services.</td>
<td>501 to 1,000</td>
<td></td>
<td>48</td>
<td></td>
</tr>
<tr>
<td>Safeguarding incoming shipments.</td>
<td>kgs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customs clearance documentation and delivery of Inbound Pouch-Mail services.</td>
<td>1,001 to 2,000</td>
<td></td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>Safeguarding incoming shipments.</td>
<td>kgs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Picking up all outbound Diplomatic Pouch-Mail (DPO) from the US Embassy Lima</td>
<td>up to 250</td>
<td></td>
<td>228</td>
<td></td>
</tr>
<tr>
<td>and Providing Freight forwarding services. Safeguarding outgoing shipments.</td>
<td>kgs</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit of Measure</th>
<th>Rate per trip</th>
<th>Estimated No. of Services</th>
<th>Total Estimated Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUB-TOTAL</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>18% IGV</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>TOTAL FOR BASE YEAR</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>
5. FIRST OPTION YEAR PRICES (12 months)

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit of Measure</th>
<th>Rate per trip</th>
<th>Estimated No. of Services</th>
<th>Total Estimated Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customs clearance documentation and delivery of Inbound Pouch/Mail services.</td>
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<td></td>
<td>96</td>
<td></td>
</tr>
<tr>
<td>Safeguarding incoming shipments.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customs clearance documentation and delivery of Inbound Pouch/Mail services.</td>
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<td>60</td>
<td></td>
</tr>
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<td></td>
</tr>
<tr>
<td>Customs clearance documentation and delivery of Inbound Pouch/Mail services.</td>
<td>1,001 to 2,000 kgs</td>
<td></td>
<td>12</td>
<td></td>
</tr>
<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Description</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Picking up all outbound Diplomatic Pouch/Mail (DPO) from the US Embassy Lima and Providing Freight forwarding services. Safeguarding outgoing shipments.</td>
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<td></td>
<td>228</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| SUB-TOTAL | $ |
| 18% IGV   | $ |
| TOTAL FOR FIRST OPTION YEAR | $ |
6. TOTAL ESTIMATED PRICE (including IGV)

<table>
<thead>
<tr>
<th>BASE YEAR</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIRST OPTION YEAR</td>
<td>$</td>
</tr>
<tr>
<td>GRAND TOTAL</td>
<td>$</td>
</tr>
</tbody>
</table>

The Government will not consider any claim for any additional compensation unless it has been authorized by the Government in writing in advance. The Government shall not be responsible for any work performed that is not specifically provided for under this purchase order or authorized by the Government in writing in advance.

7. INVOICES AND PAYMENT

Monthly invoices shall be submitted at the end of each month, accompanied by detailed information of each (inbound/outbound) service rendered and original invoices shall be submitted to:

American Embassy, Lima  
Attn: FMO / DBO  
Address: Av. Lima Polo block 2 s/n, Surco

Payment Terms - Net 30 days, upon satisfactory receipt of goods or provision of services and receipt of an accurate invoice.

8. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

<table>
<thead>
<tr>
<th>Performance Objective</th>
<th>Scope of Work Para</th>
<th>Performance Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services.</td>
<td></td>
<td>All required services are performed and no more than one (1) customer complaint is received per month.</td>
</tr>
</tbody>
</table>
9. INSURANCE

The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this contract, whatever insurance is legally necessary. The Contractor shall carry during the entire period of performance the following minimum insurance as required by Peruvian law:

Comprehensive General Liability
Bodily injury
Workers' Compensation and Employer's Liability
Workers' Compensation and
Occupational Disease
Employer's Liability
10. PERFORMANCE WORK STATEMENT

The contractor is responsible for:

- picking up all outbound Diplomatic Pouch and Diplomatic Mail (DPO) from the U.S. Embassy
- providing all freight forwarding services for outbound shipments
- providing all customs clearing services for inbound shipments
- delivery of inbound shipments to the Embassy
- safeguarding all incoming and outgoing shipments

Pickup and Delivery

Pickup and delivery services for Diplomatic Mail (DPO) and Diplomatic Pouch will be performed Monday thru Friday, unless it is a Peruvian or United States Holiday, or unless otherwise advised (in advance) by the U.S. Embassy. A specific schedule is to be determined at a later date. The contractor is responsible for the pickup of outbound shipments from the Embassy and delivery to the airport. The contractor is also responsible for the pick-up and delivery of inbound shipments from the airport to the Embassy. The address is:

United States Embassy
La Encalada cdra. 17 s/n,
Monterrico, Surco, Lima 15023

The Contractor is responsible for all general operating costs including maintenance of vehicles, fuels, necessary licensing, insurance, parking fees, tolls, driver’s communication charges and any fines incurred. Any licenses, insurances and permits required by Peruvian law must be provided by the contractor.

In the event of a vehicle breaking down or sustaining damage during the performance of this contract, the contractor must send a replacement vehicle within (2) hours to the immobilized vehicle’s location in order to continue the service. The Contractor must notify the embassy immediately of the delay and the expected time of restoration of normal operations. The U.S. Embassy shall not be responsible for any delay/replacement costs.

The Contractor must comply with all applicable current Peruvian Department of Transport Regulations, and Peruvian Law, and provide professional licensing details, (e.g. Operator’s license), Certificates, Insurances and proof of compliance throughout the performance of the Contract when requested by the Contracting Officer.

Vehicles and personnel will be subject to stringent security checks, to include searches by embassy or Peruvian security personnel.

The selected company must provide the following information two (2) weeks prior to any work beginning:

- Name of Driver (s)
- Copy of DNI
- Copy of Driver License
- Embassy provided clearance form and required support documents for each driver (s)
- Vehicle(s) Manufacturer
- Vehicle(s) Model
- Vehicle(s) License Plate

The names of U.S. Embassy personnel authorized to release and receive both DPO and Diplomatic Pouches will be provided.

Diplomatic Unclassified Pouches and DPO Mailbags must be **safe-guarded at all times**, to ensure their security. Specific details, not covered in this SOW, will be addressed with the selected company.

**Freight Forwarding services for Outbound Diplomatic Pouches and Diplomatic Mail (DPO)**

The following general guidance is related to outbound U.S. Embassy Diplomatic Pouch and Diplomatic Mail departing Lima Peru. Current outbound airline carriers include:

**Diplomatic Mail (DPO)**

Lima, Peru (LIM) → Miami Florida, USA (MIA)
American Airlines

**Diplomatic Pouch**

Lima Peru (LIM) → Washington (IAD)
Delta
Lima Peru (LIM) → other Latin American countries
LATAM
Avianca
Taca

Requirements:

- Provide freight forwarding services for outgoing shipments of Diplomatic Mail and Diplomatic Pouch departing Lima, Peru for the United States and other locations around the world. These services include:
  - Creating Air Way Bill (AWB) for outgoing shipments
  - Notifying U.S. Embassy personnel of AWB number
  - Receiving Diplomatic Mail and Diplomatic Pouch bags from authorized Embassy personnel
  - Safeguarding of Diplomatic Mail and Pouch while in possession of freight forwarding and cargo handling personnel
  - Providing shelter from in climate weather while in possession freight forwarding and cargo handling personnel
  - Reserving cargo space on aircraft
  - Ensuring shipments get to the aircraft
  - Paying freight fees to airlines
  - Shipping Diplomatic Mail and Diplomatic Pouch to final destinations using current carriers mentioned above.

**Terminal handling services for Inbound Diplomatic Pouches and Diplomatic Mail (DPO)**
The following general guidance is related to inbound U.S. Embassy Diplomatic Pouch and Diplomatic Mail arriving at Lima International Airport. Current inbound airline carriers for Diplomatic Mail and Diplomatic Pouch include:

**Diplomatic Mail (DPO)**

Miami Florida, USA (MIA) ➔ Lima, Peru (LIM)
  - American Airlines
  - Airmaxx

**Diplomatic Pouch**

Washington Dulles (IAW) ➔ Lima, Peru (LIM)
Other countries ➔ Lima, Peru (LIM)
  - American Airlines
  - Latam
  - Delta
  - KLM

- Provide terminal handling services related to the release of the U.S. Embassy’s Diplomatic Pouch and Diplomatic Mail arriving at Lima International Airport
- Temporary storage of incoming Diplomatic Mail and pouches
- Safeguarding of mail and pouch while in possession of the cargo handler
- Shelter from in climate weather while in possession of the cargo handler
- Notify Embassy within 4 hours of shipments arriving at Lima International Airport
- Release Diplomatic Mail and Pouches to authorized Embassy Personnel that will be provided to the company
SECTION 2 - EVALUATION FACTORS

Offerors/quoters must be technically and financially responsible to perform the work
described in this solicitation. At a minimum, each Offeror/Quoter must meet the
following requirements:

- Award will be made to the lowest priced, acceptable, responsible quoter.
- The Government reserves the right to reject proposals that are unreasonably low
  or high in price.
- Quoter acceptability will be determined by assessing the quoter’s compliance with
  the terms of the RFQ.
- Be able to understand written and spoken English;
- Have an established business with a permanent address and telephone listing;
- Be able to demonstrate prior experience with suitable references;
- Have the necessary personnel, equipment and financial resources available to
  perform the work;
- Have all licences and permits required by local law;
- Meet all local insurance requirements;
- Have the ability to obtain or to post adequate performance security, such as bonds,
  irrevocable letters of credit or guarantees issued by a reputable financial
  institution;
- Have no adverse criminal record;
- Have no political or business affiliation which could be considered contrary to the
  interests of the United States.
- The Government will determine quoter responsibility by analyzing whether the
  apparent successful quoter complies with the requirements of FAR 9.1, including:
  - Adequate financial resources or the ability to obtain them;
  - Ability to comply with the required performance period, taking into
    consideration all existing commercial and governmental business
    commitments;
  - Satisfactory record of integrity and business ethics;
  - Necessary organization, experience, and skills or the ability to obtain
    them;
  - Necessary equipment and facilities or the ability to obtain them; and
  - be otherwise qualified and eligible to receive an award under applicable
    laws and regulations.
• **Per FAR 4.1102**, prospective contractors shall be registered in the SAM database prior to award of a contract or agreement.

**BUSINESS MANAGEMENT/ TECHNICAL PROPOSAL**

**Proposed work information** – Provide the following:

- A list of names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
- The name and address of the Offeror’s field superintendent for this project;

**Experience and Past Performance** – List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- Customer’s name, address, and telephone numbers of customer’s lead contract and technical personnel;
- Contract number and type;
- Date of the contract award, place(s) of performance, and completion dates; and Contract dollar value;
- Brief description of the work, including responsibilities; and
- Any litigation currently in process or occurring within last 3 years.
CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS
AWARDED BY OVERSEAS CONTRACTING ACTIVITIES
(Current thru FAC 2005-75-83)

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

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<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>52.212-4</td>
<td>Contract Terms and Conditions – Commercial Items</td>
<td>JAN 2017</td>
</tr>
<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>
</tr>
<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 (JAN 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) 52.209-10, 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 (Nov 2016) (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 (Nov 2011) (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)).


(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).


(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) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at $50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at $500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

(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.)

X (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).


(41)(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.


(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 (AUG 2011) (E.O. 13513).

(45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

X (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).


(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.

X (50) 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).


(52) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(53) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).


X (56) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

(57) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).


(60) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).


(8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
(11) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—


(ii) 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.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (i) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

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


(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)
(ix) 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.

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
(xvi) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at $50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at $500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvi): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xvii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016)).
(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.
The following FAR Clauses are provided in full text:

**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.

(End of clause)

**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) calendar years.

(End of clause)

**52.247-22 Contractor Liability for Loss of and/or Damage to Freight other than Household Goods.**

As prescribed in 47.207-7(d), insert the following clause in solicitations and contracts for the transportation of freight other than household goods:

**CONTRACTOR LIABILITY FOR LOSS OF AND/OR DAMAGE TO FREIGHT OTHER THAN HOUSEHOLD GOODS (APR 1984)**

Except when loss and/or damage arises out of causes beyond the control and without the fault or negligence of the Contractor, the Contractor shall assume full liability for any and all goods lost and/or damaged in the movement covered by this contract.
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)