To Prospective Offeror:

Subject: RFQ for 19PE5020Q0053
Furniture for 20 classrooms

The American Embassy in Lima Peru, has a requirement for a contractor to provide racks and monitors for the International Narcotics and Law Enforcement Section (INL) operation. You are invited to submit a quotation. The Request for Quotations (RFQ) consists of the following sections:

1. Standard Form SF-1449
2. Specifications and technical qualifications.
3. FAR & DOSAR Clauses
4. Evaluation Factors

The Embassy plans to award a purchase order submitting an acceptable offer 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.

As per US Government regulations, in order to participate in this RFQ it is required that the offerors are duly registered at the (SAM) System for Award Management. If you are not registered and you want to participate, you must initiate this process at www.sam.gov. Any questions about this solicitation shall be addressed to delsolarme@state.gov only in writing until Friday, July 17, 2020 at 12:00 pm. (local time and date).

Site visit will be conducted on Thursday, July 16, 2020 at 11:00 am at Puente Piedra Sub Officer School located in Av. Panamericana Norte Km 26.5 – Puente Piedra district. All prospective quoters are invited to attend. Please submit the names and DNI or passport numbers of people attending the visit to Maria Eugenia del Solar at delsolarme@state.gov no later than Wednesday, July 15, 2020 at 3:00 pm, in order to coordinate the access to the project locations.

Please read the RFQ carefully, and if you are interested, submit your quotation, by returning the completed SF-1449 (blocks 23, 24, 30a, 30b, 30c) and proposal to delsolarme@state.gov no later than Monday, July 27, 2020 at 3:00 pm (local time and date). Oral quotations will not be accepted.

Sincerely,

Paul Kopecki
Contracting Officer

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

### Block 1: Solicitation Information
- **Requisition Number**: PR9249408
- **Solicitation Number**: 19PE5020Q0053
- **Telephone Number** (No collect calls): +51 996781687
- **Offer Due Date/ Local Time**: 07/27/2020 / 15:00
- **Issued By**: AMERICAN EMBASSY LIMA
  - Code: PE500
  - Address: Ave. Lima Polo Cdra 2 Montemirco, ATTN: GSO/Procurement Lima
  - Country: PERU
  - Code: 6

### Block 2: Solicitation Information
- **Offerer**
  - Name: Maria E Del Solar
- **Award Effective Date**:
- **Order Number**:
- **Solicitation Issue Date**: 07/10/2020
- **Delivery For FOB Destination**
- **Discount Terms**
- **Method of Solicitation**: RFQ
- **Administered By**: AMERICAN EMBASSY LIMA
  - Code: 
  - Address: Ave. Lima Polo Cdra 2 Montemirco, ATTN: GSO/Procurement Lima
  - Country: PERU

### Block 3: Solicitation Information
- **Item No.**:
- **Schedule of Supplies/Services**: Furniture 20 classrooms - See details in next pages
- **Quantity**:
- **Unit**:
- **Unit Price**:
- **Amount**

### Block 4: Solicitation Information
- **Accounting and Appropriation Data**:
  - **Total Award Amount** (For Govt. Use Only)

### Block 5: Solicitation Information
- **Signature of Offeror/Contractor**:
- **Name and Title of Signer**
  - Type or print: Paul Kopecki
  - Date Signed: 1

### Block 6: Solicitation Information
- **Accounting and Appropriation Data**:
  - **Total Award Amount** (For Govt. Use Only)

### Block 7: Solicitation Information
- **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**
- **Signature of Contracting Officer**:
  - **Name and Title of Signer**
  - Type or print: Paul Kopecki
  - Date Signed: 1
<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>
</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

- [ ] COMPLETE
- [ ] 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

STANDARD FORM 1449 (REV. 2/2012) BACK
## SECTION 2 - SPECIFICATIONS AND TECHNICAL QUALIFICATIONS:

CONTINUATION TO SF-1449, RFQ NUMBER

<table>
<thead>
<tr>
<th>Items No</th>
<th>Supplies/Services</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) 01</td>
<td>Countertop table with legs of top material melamine similar to Novokor brand, number 18&quot; or 25&quot; , color black, thickens 25 mm, double coated anti humidity chemical. Measurements: 2.40m. (length) x 0.60 ctm. (width). In the lower part should have a metal panel skirt type with a punch out holes, size of this piece: 0.90 ctns. (Length) x 0.30ctms. (Height) with a melamine hole diameter 5 ctns, round shape ring inserted on the corner of the top to pass thru computer cables, underneath 3 key board tables size 0.48 ctms. (Length) x 0.30 ctms. (width) and should be placed at the center of the table, 3 holders open underneath to store a CPU. Size of the holder: 0.25ctms. (width) x 0.40 ctms. (depth) x 0.225ctms. (tall). This table will have 3 work station computers 03 people in EA TABLE x 10 units (will serve 30 students).</td>
<td>10</td>
<td>each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) 02</td>
<td>Acrylic clear panel dividers to place in beetween 3 computers and on the rear sides on countertop tables, CLIN 1. Specs: thickness 1.1/4 &quot; size 0.60 ctns long by 0.60 ctns high.</td>
<td>40</td>
<td>each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) 03</td>
<td>Instructor desk made of top material melamine similar to Novokor brand, number 18, with stainless legs, thickness 18-25 mm , black color with PVC edge trim. Measurements: 1.25m. (length) x 0.60m. (width). With metal structure as a support, finish paint, with leg rails with a skirt in the front with thick PVC edge trim. Skirt measurements: 0.90 m. (Length) x 0.30m. (Height). With one hold pass cables a keyboard holder underneath, measurements 0.48ctms. (Length) x0.30 ctms. (width), one fixed CPU holder underneath, 0.25ctms. (width) x 0.40 ctms. (depth) x 0.225ctms. (tall).</td>
<td>20</td>
<td>each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) 04</td>
<td>Podium: Specs: base / vertical shape column made out of satin stainless (acero inoxidable),code 304, silver color base size: 0.50 ctns long, by 0.40 ctns wide by 1.20 mts./ctms high , with a top shelf made of acrylic with a thickness of 0.6 ctns and a top surface 0.55 wide x 45 long. Should have a sealed clear mat rubber protector under base to avoid floor scratching and resists 50 pounds weight.</td>
<td>20</td>
<td>each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>------</td>
<td>-------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>05</td>
<td>Chair-desk adult size for classroom. SPECS: body metal frame structure square metal of 1&quot; with a diameter 1.5 mm. and melamine similar to Novokor brand, number 18, finishing coat topping anti-humidity paint color black. Thickness of top 18 mm. melamine of 18 mm. Top table specs: size 0.48 ctm by 0.70 ctm long made of wood. Both parts painted with anti-humidity paint. Ergonomic model for back support with small holes to pass air breathing, size 0.70 ctm long by 0.50 ctm high. Seating top size 0.70 ctm long x 0.50 ctm wide. It has to have a pad protector or glides on each leg. Underneath a book rack or basket tray metal stainless to store educational materials. It should resist 180 kilograms average of weight of student. Chair should be came completely assembled. There will be 30 chairs-desks in each of the 19 classrooms.</td>
<td>570</td>
<td>each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>06</td>
<td>Adult size chair for computer classroom SPECS: metal frame body 100%, and material similar to PVC hard plastic, finishing coat topping anti-humidity paint color black. Thickness of top 18 mm. Ergonomic model for back support with a small holes to pass air breathing, size 0.70 ctm long by 0.50 ctm high. Seating top size 0.70 ctm long x 0.50 ctm wide. Legs bottom should have a pad protector or glides on each leg. Underneath a book rack or basket tray stainless to store educational materials. It should resist 180 kilograms average of weight of student. Chairs should be come assembled at the delivery time. There will be 30 students at the computer classroom.</td>
<td>30</td>
<td>each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>07</td>
<td>Instructor chair, specs: black color frame and base, with fixed arms, pneumatic lift, adjustable seat height, tilt, hard casters / carpet casters, stainless legs, no wheels or rollers, ergonomic back shape to protect lumbar and back, made of hard plastic type mesh, maximum seat height 56 ctm, minimum seat height 45cm. Should resist 180 to 200 kilograms.</td>
<td>20</td>
<td>each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>08</td>
<td>Service for CLIN 1, 2, at the computer classroom at the Project site &quot;Renovation of 20 Classrooms Project&quot; in Puente Piedra Sub. Officer School located in Avenida Panamericana Norte 265, Puente Piedra District.</td>
<td>1</td>
<td>service</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Furniture Layout
Referential pictures:

Line item 1 – Countertop table

Line item 3 – Instructor desk

Line item 4 – Podium
Line item 5 – Chair desk (desk table must be black color)

Line item 6 – Adult size chair

Line item 7 – Instructor chair (No wheels)
Proposed furniture shall meet or exceed the salient characteristics described above and shall honor with its standard warranty in Peru, it shall be cited on vendor’s quotation.

All items shall be delivered 30 calendar days after receipt of order (ARO)

Proposals shall show the standard industry warranty.

**SHIPPING INSTRUCTIONS:**

**Shipping instructions for US vendors:**

a. Partial shipments are accepted only if authorized by INL with prior notice.

b. Vendor shall attach a copy of the Order; copy of commercial invoice; accurate/complete packing lists, and contact information (telephone, fax, and e-mail, etc.) to each box/item to allow proper identification including the following reference:
Contract Number or PO number and PR number.

c. Before shipping the boxes to the freight forwarder, Vendor must call/e-mail JUST IN TIME SERVICES INC. (Freight forwarder) to report and finalizes coordination of the shipment. Their contact data is:

d. INL Freight Forwarder - Office and Warehouse address
   INL Lima-Peru
   c/o Just In Time Services Inc.
   11380 NW 34th Street
   Doral FL 33178

  e. Consignee data:
   EMB. ESTADOS UNIDOS – INL – ASUNTOS ANTINARCOTICOS
   U.S.G. P.O. number #XXXXXXXXXX
   (All Boxes/packages must be labeled as above.)
   Notify data as follows:
   American Embassy INL LOGISTICS:
   ph: (511) 613-6300 ext. 4112
   (Convenio Antidrogas)
   Aeropuerto Int’l Jorge Chavez/Callao – Peru.
   Ref: INL (Purchase Order number)
   Important: Vendor is responsible to follow included shipping instructions and provide the EIN number, export licenses and any paper work that may be required for the export transaction to be carry out by the Freight Forwarder JIT in MIA to Lima – Peru.

  f. Vendor is required to confirm departure from vendors warehouse/store within 24 hours by e-mail to Procurement Agent e mail with copy to
  avizcardo@inl.pe or fax to:
  Fax # (511) 618-2279
  Confirmation will include the following:
U.S.G. P.O. number # XXXXXXXXXXX
Departure Date:
Freight Company Name with Tracking #
Total Number of Items.
Total Weight.

g. Packing list, copy of invoice and any other pertinent documents and/or certificates.

h. Mail clerks and/or Freight Forwarders will reject any box/item with signs of having been opened and retaped/closed, tampered with or damaged.

i. "Important: all items shall be packaged for export “wood crating” in compliance with current USG export regulation”.

PAYMENT TERMS - Payment for invoices submitted for items shipped through Just in time services Inc. will be made in accordance with the “Prompt Payment Act” established procedures and may be only initiated when a receiving report is issued by INL Logistics Warehouse in Lima, Peru. Please contact the Embassy Billing Office at LimaBilling@state.gov with any billing or payment questions.

Very important: If there is any hazmat material in the line items list, vendor must provide the Materials Safety Data Sheet (MSDS) as soon as possible in order to proceed with the shipment.

BILLING INSTRUCTIONS - Invoices should be properly identified with Embassy’s delivery Order number, supported by any prepaid shipping. Invoices should be sent electronically to the following billing address:LimaBilling@state.gov  
Cc: LimaINLFinance@state.gov

Shipping instruction for vendors outside US:
Incoterm: Delivery at place (DAP)
Official consignee for the counter narcotics agreement at INL Perú for direct shipments coming from outside the United States:

Consignee: US EMBASSY – INL – NARCOTICS AFFAIRS
Address: Ala Aérea No. 2, Base Aérea, Callao, Perú
Contact Information: Ana Vizcardo
E mail: avizcardo@inl.pe
Direct Phone: +51 975555397

All direct shipments coming from outside the United States should be ship directly from origin to final destination INL LIM.

Cargos from outside the United States should not/not be shipped to the INL freight forwarders at MIA. Copy of the commercial invoice, detailed packing list showing description of the item (s), part number and/or serial number, quantity, unit price, number of boxes , measurement and weight per box, and AWB/BL is requested prior to shipment for the final OK.

All boxes should be mark with the PO number or contract number.

Important: "Important: all items shall be packaged for export (certified wood crating) in compliance with current USG export regulation”.
PAYMENT TERMS - Electronic payments net 30 days upon satisfactory receipt of goods and services and accurate invoice.
Proposed equipment shall be delivered 20 days after receive of USG order and it shall have warranty in Peru, it shall be described in the vendor’s proposal.
BILLING INSTRUCTIONS - Invoices should be properly identified with Embassy’s delivery Order number, supported by any prepaid shipping. Invoices should be sent electronically to the following billing address: LimaBilling@state.gov Cc: LimaINLFinance@state.gov

Caution Notice: If/when vendor fails to follow the shipping instructions and guidance, any additional expenses incurred by the USG due to that mistake will have to be paid by the Vendor (e.g. to be deducted from the Invoice, etc.).

Shipping instructions for local vendors
Value added tax (VAT) shall be quoted separately. Delivery shall take place in the INL Section Warehouse Av. Elmer Faucett cdra 40S / N, Base FAP - Callao.

PAYMENT TERMS - Electronic payments net 30 days upon satisfactory receipt of goods and services and accurate invoice.
Proposed equipment shall be delivered 30 days after receive of USG order and it shall have warranty in Peru, it shall be described in the vendor’s proposal.
BILLING INSTRUCTIONS - Invoices should be properly identified with Embassy’s delivery Order number, supported by any prepaid shipping. Invoices should be sent electronically to the following billing address: LimaBilling@state.gov Cc: LimaINLFinance@state.gov

Caution Notice: If/when vendor fails to follow the shipping instructions and guidance, any additional expenses incurred by the USG due to that mistake will have to be paid by the Vendor (e.g. to be deducted from the Invoice, etc.).

If you have any problem in complying with the instructions indicated hereon, please do not hesitate to contact us at Maria Eugenia del Solar; e-mail: delsolarme@state.gov
Your cooperation will be greatly appreciated in complying with the instructions hereby indicated.
Thank you!
CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS
AWARDED BY OVERSEAS CONTRACTING ACTIVITIES
(Current thru FAC 2020-06, effective 06/05/2020)

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 this address is subject to change.

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
<th>DATE</th>
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</thead>
<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>JUL 2016</td>
</tr>
<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>
</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>MAY 2020</td>
</tr>
<tr>
<td>52.227-19</td>
<td>Commercial Computer Software License (if order is for software)</td>
<td>DEC 2007</td>
</tr>
</tbody>
</table>
The following clause is provided in full text:

**FAR 52.212-5  CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERICAL ITEMS (JUN 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).


(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].

(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) (**15 U.S.C.644**).
   __ (ii) Alternate I (MAR 2020).
   __ (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) **52.219-13**, Notice of Set-Aside of Orders (MAR 2020) (**15 U.S.C. 644(r)**).

   __ (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]**).

   __ (22)

   (i) **52.219-28**, Post Award Small Business Program Rerepresentation (MAR 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 (Mar 2020) (15 U.S.C. 637(m)).


(26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).


(28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2020) (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)


(ii) Alternate I (JUL 2014) of 52.222-35.

(32)


(ii) Alternate I (JUL 2014) of 52.222-36.


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

(35)


(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 (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**.

(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 (Jun 2016) (E.O. 13693).

(47)


(ii) Alternate I (JAN 2017) of 52.224-3.


(49)


(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.


(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).


(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).


__ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) ([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](#)).


__ (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](#)).


(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.

(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) **52.203-19**, 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).


(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).


(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**.


(B) Alternate I (Mar 2015) of **52.222-50** (22 U.S.C. chapter 78 and E.O 13627).


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


(xix)


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


(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)

Alternate I (FEB 2000). As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause”.

Alternate II. (JAN 2020) As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor’s or any subcontractors’ records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.
(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—


(C) 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).

(D) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(E) 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.

(F) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(G) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).


(J) 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.


(O) 52.222-54, Employment Eligibility Verification (OCT 2015) (Executive Order 12989).

(P) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).


(2) Alternate I (JAN 2017) of 52.224-3.


(T) 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.

(U) 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.

(End of Clause)

DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6) CLAUSES

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
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<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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</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 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)
SECTION 4 - EVALUATION FACTORS

Evaluation factors

☐ Award will be made to the lowest priced, acceptable, responsible offeror.

☐ The Government reserves the right to reject proposals that are unreasonably low or high in price.

☐ The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Amount - Continuation of SF-1449, block 24”, and arriving at a grand total, including all taxes where applicable.

☐ The Government will determine acceptability by assessing the offeror’s compliance with the terms of the RFQ.

☐ The Government will determine contractor responsibility by analyzing whether the apparent successful offeror 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.

QUALIFICATIONS OF OFFERORS

Offerors/quoters must be technically qualified and financially responsible to quote for this solicitation. At a minimum, each Offeror/Quoter must meet the following requirements:

(1) Be able to understand written and spoken English;

(2) Have an established business with a permanent address and telephone listing;

(3) Be able to demonstrate prior experience with suitable references;

(4) Have the necessary personnel, equipment and financial resources available to provide the items solicited;

(5) Have all licenses and permits required by local law;

(6) Meet all local insurance requirements;

(7) Have no adverse criminal record; and

(8) Have no political or business affiliation which could be considered contrary to the interests of the United States.