



Embassy of the United States of America

Lima, Peru
August 17, 2020

To Prospective Offeror:

Subject: RFQ for 19PE5020Q0078
Two Mobile Offices

The American Embassy in Lima Peru, has a requirement for a contractor to provide two Mobile Offices 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. Statement of Work.
4. FAR & DOSAR Clauses
5. 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 delsolarne@state.gov only in writing until Monday, August 24, 2020 at 12:00 pm. (local time and date).

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 delsolarne@state.gov no later than Wednesday, September 02, 2020 at 3:00 pm (local time and date). Oral quotations will not be accepted.

Sincerely,

A handwritten signature in black ink that reads "Paul Kopecki".

Paul Kopecki
Contracting Officer

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>		1. REQUISITION NUMBER PR9330454	PAGE 1 OF 33 PAGES
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2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER 19PE5020Q0078	6. SOLICITATION ISSUE DATE 08/17/2020
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7. FOR SOLICITATION INFORMATION CALL:		a. NAME Maria E Del Solar	b. TELEPHONE NUMBER(No collect calls)	8. OFFER DUE DATE/ LOCAL TIME 09/02/2020 / 15:00
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9. ISSUED BY AMERICAN EMBASSY LIMA Ave. Lima Polo Cdra 2 Monterrico, ATTN: GSO/Procurement Lima PERU	CODE	PE500	10. THIS ACQUISITION IS		<input checked="" type="checkbox"/> UNRESTRICTED OR	<input type="checkbox"/> SET ASIDE: ____ % FOR:
			<input type="checkbox"/> SMALL BUSINESS	<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS		
			<input type="checkbox"/> HUBZONE SMALL BUSINESS	<input type="checkbox"/> (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM	NAICS:	
			<input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input type="checkbox"/> EDWOSB	<input type="checkbox"/> EMERGING SMALL BUSINESS	
			<input type="checkbox"/> 8 (A)	SIZE STANDARD:		

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. DELIVER TO AMERICAN EMBASSY LIMA Av Lima Polo Cdra 2 Monterrico, ATTN: INL LIMA PERU	CODE	16. ADMINISTERED BY AMERICAN EMBASSY LIMA Ave. Lima Polo Cdra 2 Monterrico, ATTN: GSO/Procurement Lima PERU	CODE
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17a. CONTRACTOR/OFFERER	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY AMERICAN EMBASSY LIMA AV. Lima Polo cdra 1 s/n Monterrico-Surco, ATTN: FMO / DBO Lima 33 PERU	CODE
TELEPHONE NO.				

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	Mobile office with implementations as statement of work attached <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>	2			

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> 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.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA <i>(SIGNATURE OF CONTRACTING OFFICER)</i> : :
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30b. NAME AND TITLE OF SIGNER <i>(Type or print)</i>	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i> PAUL KOPECKI	31c. DATE SIGNED
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ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

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
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY
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41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (<i>YY/MM/DD</i>)

SECTION 2 - SPECIFICATIONS AND TECHNICAL QUALIFICATIONS

CONTINUATION TO SF-1449

Items No (a)	Supplies/Services (b)	Quantity (c)	Unit (d)	Unit Price (e)	Amount (f)
01	Mobile office with implementations as scope of work attached	2	each		
Shipping cost if applicable					
18% IGV if applicable					
Total amount					

Proposed Mobile office with implementations shall meet or exceed the salient characteristics described in the below Scope of Work and shall honor with its standard warranty in Peru, it shall be cited on vendor’s quotation.

All items shall be delivered 08 weeks after receipt of order (ARO), previous coordination with the Program Assistant.

Proposals shall show the standard industry warranty.

SHIPPING INSTRUCTIONS:

Shipping instructions for US vendors and for vendors outside US:

Incoterm: Delivery at place (DAP)

Proposed equipment shall be delivered 08 weeks after receive of USG order previous coordination with the Program Assistant and it shall have warranty in Peru, it shall be described in the vendor’s proposal. Official consignee for the counter narcotics agreement at INL Perú for direct shipments coming from USA and 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 and 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 08 weeks after receive of USG order in previous coordination with the Program Assistant 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 08 weeks after receive of USG order previous coordination with the Program Assistant and it shall have warranty in Peru, it shall be described in the vendor's proposal.

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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!

SECTION 3 - STATEMENT OF WORK:

**STATEMENT OF WORK
PORTABLE MODULES
FOR THE GOVERNMENT OF PERU**

1. INFORMATION

The INL Ports and Customs office of the US Embassy in Lima is seeking to strengthen the capacity of the office of the Peruvian Superintendence of Migration in their ability to interdict transnational crime organizations. To sustain this program, the Government requires a contractor with the capability of providing Portable Modular Offices for Customer Attention. The contractor shall provide the portable modules, assembled and fully prepared.

2. REQUIREMENT

INL requests two (2) portable modules trailers fully assembled and tested based on MTC National Regulations, National Transit Regulations, National Regulation for Trailer Manufacturing NTP, and all other regulations required by Peruvian Law.

Vendor shall also consider all documentation required for trailers to be moved to various locations within Peru. The specifications are:

- Trailer, year 2020, 2 wheels, 1 axle. No previous use (new).
- Exterior length: 6700 mm, Interior length: 5000 mm, width: 2440 mm, and height: 3550 mm from the floor. The weight is +/-3%.

Each portable module trailer shall be finished considering the below specifications:

CHASSIS STRUCTURE, ANCHOR CHASSIS AND ACCESS TO THE MODULE TRAILER

- The bodywork and chassis shall be manufactured with materials that are corrosion resistant, variety of weathers, grounds and roads. It is suggested to use type C beams of 4.5 mm and steel pipelines SATM A-36 with MIG welding process, treated with anticorrosive base, unless vendor suggests other.
- The access staircase needs to be demountable, manufactured with steel pipes and steps lined with aluminum, painted with gloss painting. Shall have at least 4 steps and needs to use an anti-sliding material.
- 2 handrails demountables manufactured with aluminum pipeline of 1" diameter

CHASSIS AND WHEELS

- The chassis and its components shall be design to transit over asphalted road or footpaths.
- All the metallic works shall be treated with epoxy anticorrosive base
- 1 chassis support with security chains

- Front linkage with ball hitch
- Rear bumper underrun located in the back of the trailer, also with reflective tape in accordance to the National Vehicle Regulation. Also lateral protectors shall be installed.
- Space of 0.60 x 0.80 for the generator of 6.5W support, with metallic support sheet
- Wheels, suggested ST235/80R16 of 3,520 lbs of capacity each

TRAILER CHASSIS EQUIPMENT

- 1 axel of 7,000 lbs of capacity with torsion suspension (no leaf spring suspension) galvanized.
- 2 hub with hydraulic disc brakes for 16" rim of 8 holes with capacity of 7,000 lbs of braking
- 1 emergency and parking brake with manual handle system
- 1 circulation brake or brake for absorption movement of maximum capacity of the module trailer of 1,700 lbs.
- 1 jack of 2 wheels with brake of aluminum of 1,600 lbs of capacity.
- 4 regulators of manual height
- 6 back lights: 2 red, 2 amber, and 2 reverse
- 2 wheels with rim of steel of 16" x 8, conventional bolts
- Wiring branch line original for the trailer and vehicle with plug

INTERIOR LINING

- Exterior lining with 1.5 mm of galvanized layer sheet
- Interior lining with melamine sheet (interior side)
- Sealing treatment with polyurethane foam to be expanded to seals and inner insulation
- Inner insulation with polyurethane foam
- Accessories with lateral droplets

CEILING AND FLOOR

- Ceiling shall be finished with PVC tiles with frames (perimeter angle)
- Flooring shall be finished with high transit floors.

VENTILATION AND AIR CONDITIONING

- 2 skylights with air extractors
- A/c unit for mobile vehicles, capable to resist constant movement. Needs to be installed on the roof, with condenser incorporated. Suggested capacity of 15,000 BTU/1800 W/110 with cooling and heating display, digital thermostat and Bluetooth control. The equipment needs to be installed with proper supports.

WINDOWS AND DOOR

- 1 metallic door of 0.85 x 1.90 mts, stainless steel hinges and lock, 180 degree frontal access. 1 lateral access staircase with aluminum railing.
- 4 sliding windows, measurements 0.90 x 0.90 mts (sill of 0.90 mts). Tempered glass of 6mm, with security film, and metallic protection bars with 1/2" metallic frame.
- 1 sliding window, measurement of 0.60 x 0.90 mts (sill of 0.90 mts). Tempered glass of 6mm, with security film, and metallic protection bars with 1/2" metallic frame.

TENT

- 1 electric retractable awning, 4.88 mts of length of aluminum arms fixed to the lateral wall of each trailer.

Also, each trailer shall include electrical installations and safety equipment:

ELECTRICAL INSTALLATIONS

All the electric works shall meet the MTC regulations.

- Lights for interior: 2 ultra thin LED lamp
- Lights for exterior: 2 reflectors LED lamp
- Installation of 4 double sockets
- Installation of 1 emergency light
- Installation of the General Electrical Panel, 8 poles
- Installation of thermomagnetic 2x 32A, 2x20A, 2x16A
- Installation of smoke detector
- Generator, suggested of 6.5KW with 12 voltage 110V and 220V single phase)

SAFETY EQUIPMENT

- 1 Extinguisher of 6 kgs (valid for minimum 1-year)
- 1 Jack, scissor type
- 1 industrial outlet
- 1 spare wheel, same type and measures of the ones installed in the trailer

The vendor needs to include 1-year preventative maintenance warranty.

3. DELIVERY

3.1 Receiving and Delivery requirements and logistics

After the selected vendor receives award, the inspection, selection and delivery shall be coordinated with INL Peru Logistics personnel. Both trailers needs to be delivered at Grupo 8 facilities in Callao, Peru.

Each trailer shall be delivery with the following documentation:

- Vehicle Card (tarjeta de propiedad)
- ID plate (placa)
- Insurance (SOAT)

3.2 Date of delivery

Delivery date for the equipment is 8 weeks from the date vendor receives the award.

4. WARRANTY

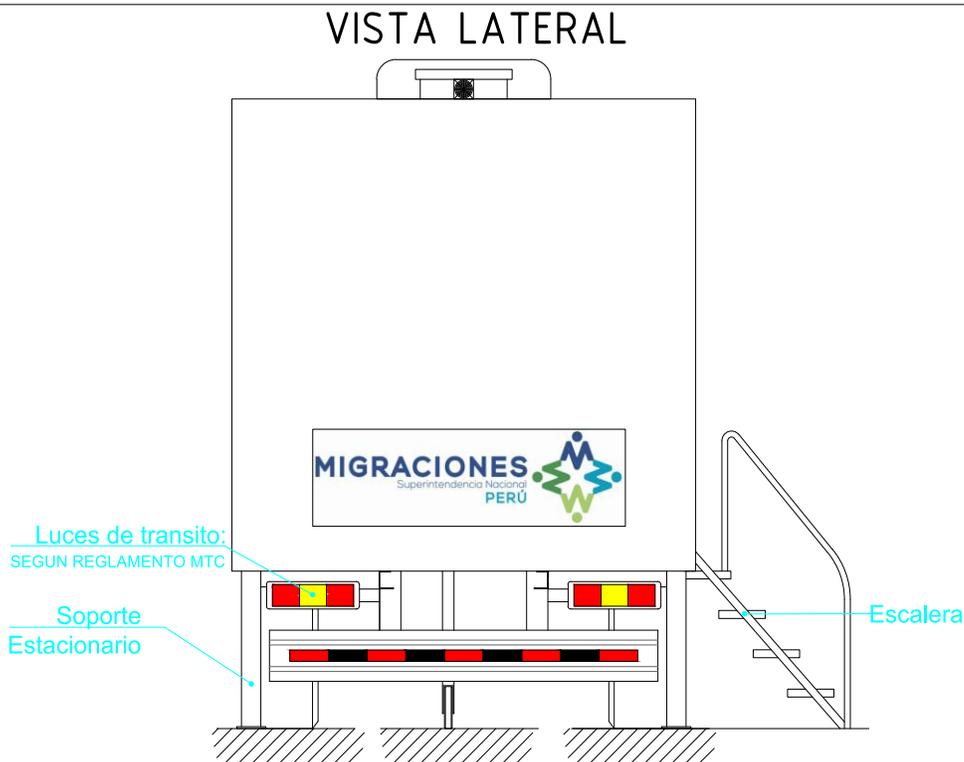
Vendor is to provide 1-year preventative maintenance warranty and 24/7/365 helpline and support portal.

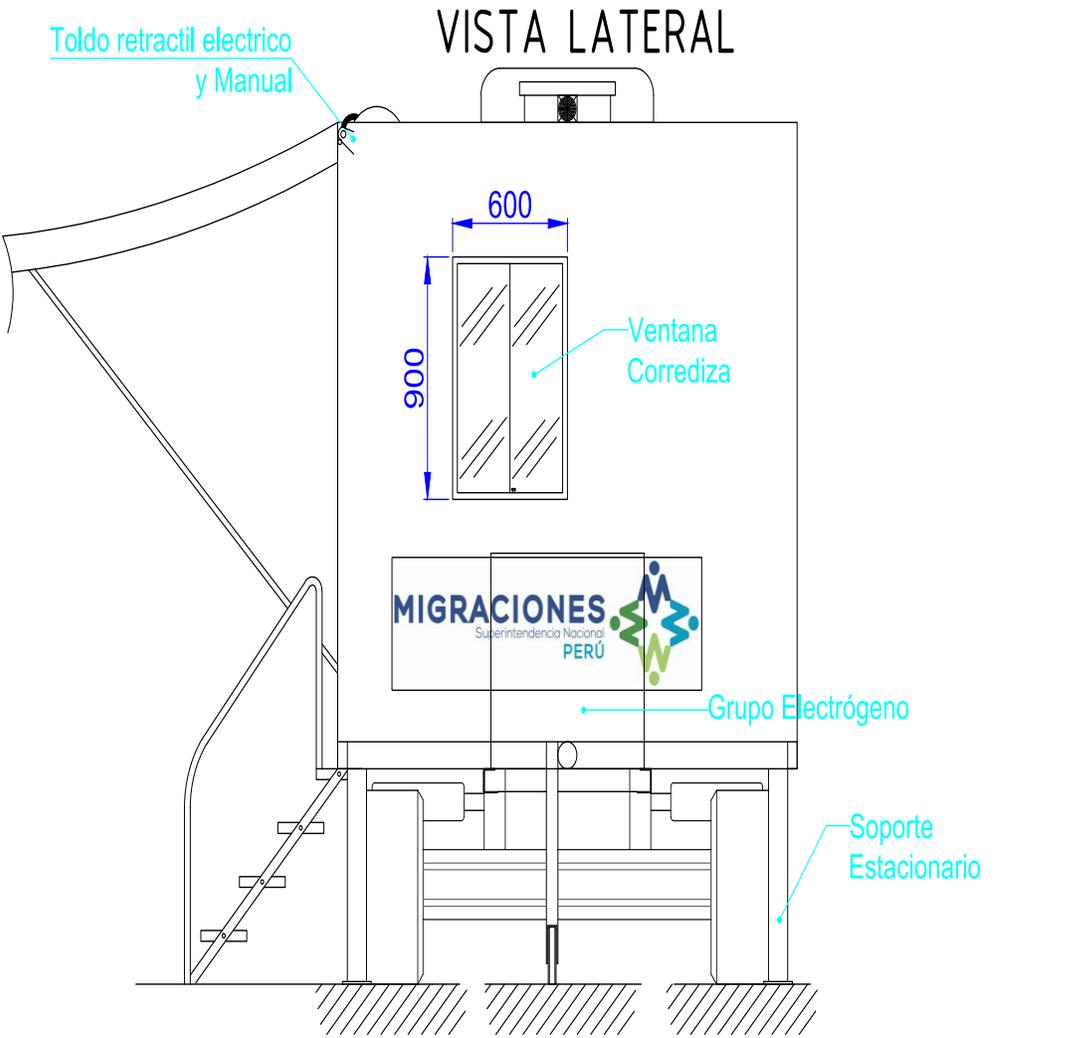
5. VENDOR'S RESPONSIBILITY

The vendor shall exchange the equipment within 60 days at no expense, if there are any identified damaged of the equipment upon receipt by US Government warehouse in Callao.

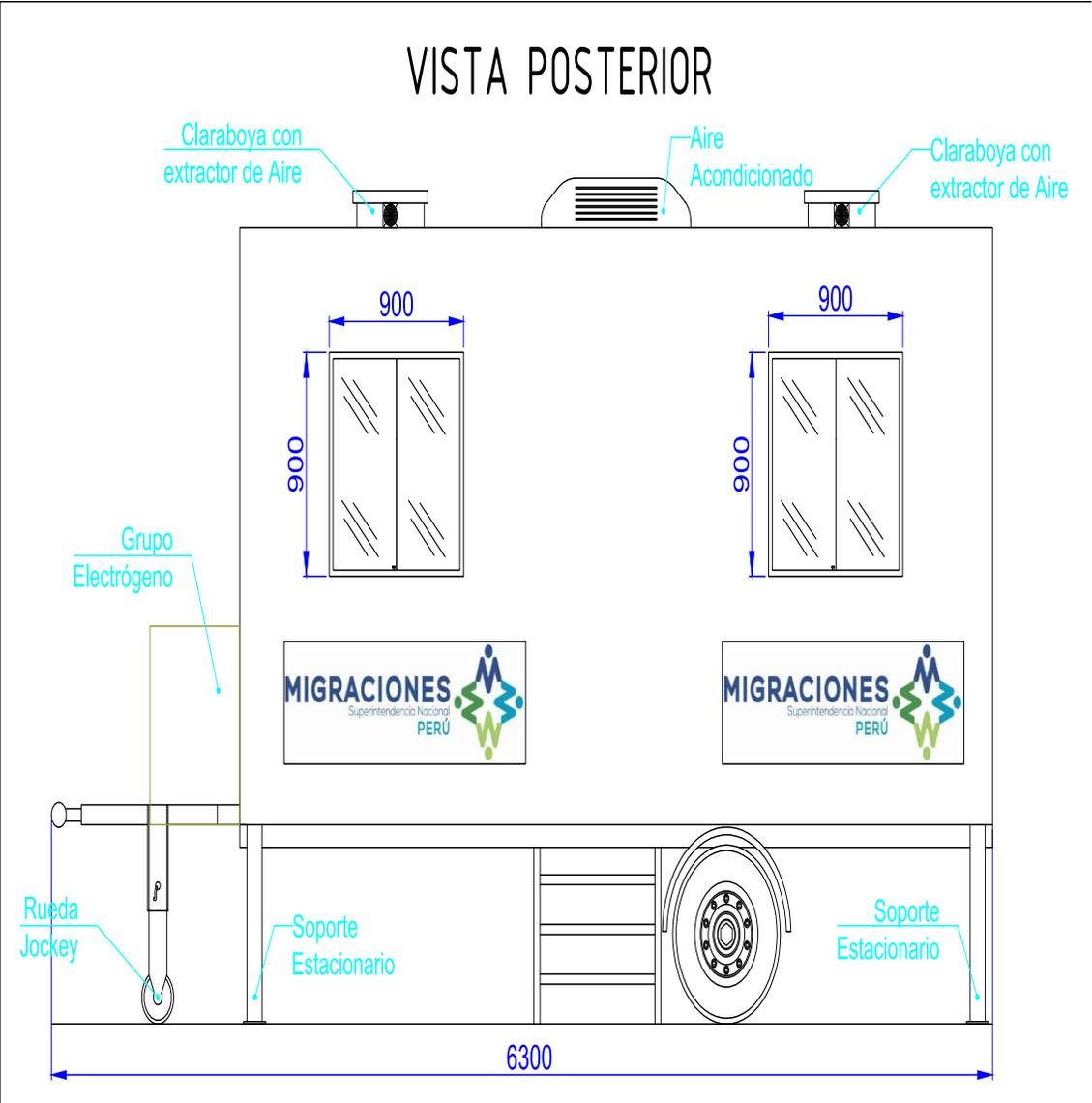
6. ATTACHMENTS

6.1 Lateral views

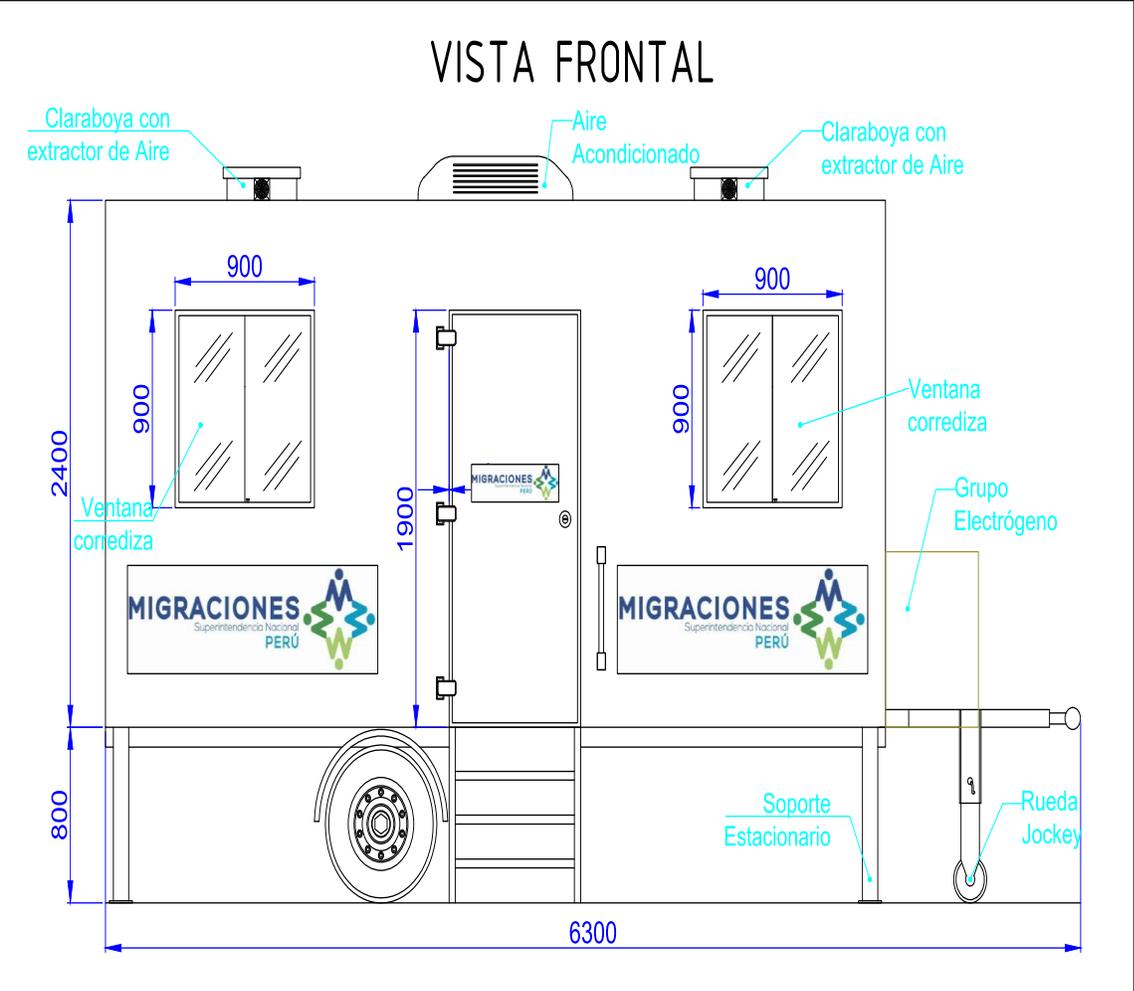




6.2 Back view

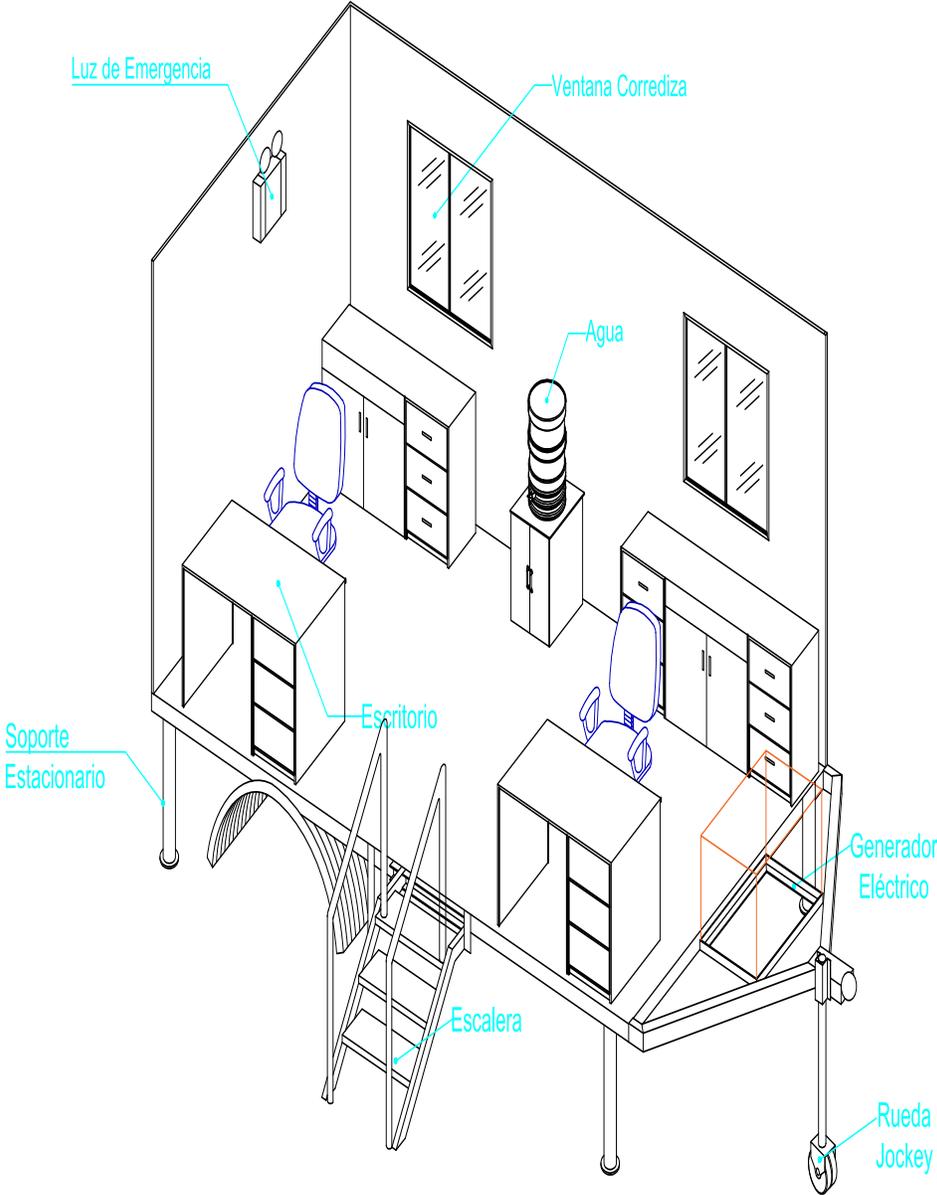


6.3 Front view



6.4 Isometric view

VISTA ISOMETRICA



7. PHOTOS





**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

NUMBER	TITLE	DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system)	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.212-4	Contract Terms and Conditions – Commercial Items (Alternate I (MAY 2014) of 52.212-4 applies if the order is time-and-materials or labor-hour)	OCT 2018

52.225-19	Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only)	MAY 2020
52.227-19	Commercial Computer Software License (if order is for software)	DEC 2007
52.228-3	Workers' Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance)	JUL 2014
52.228-4	Workers' Compensation and War-Hazard Insurance (if order is for services and contractor employees are <u>not</u> covered by Defense Base Act insurance)	APR 1984
52.246-26	REPORTING NON CONFORMING ITEMS	JUN 2020

The following clause is provided in full text:

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL 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).

(3) [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).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805note](#))).

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

[Contracting Officer check as appropriate.]

___ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUNE 2020), with *Alternate I* (OCT 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([41 U.S.C. 3509](#))).

___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) [Reserved].

___ (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) ([31 U.S.C. 6101note](#)).

___ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).

___ (10) [Reserved].

___ (11)

(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) ([15 U.S.C.657a](#)).

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

___ (12)

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

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

___ (13) [Reserved]

___ (14)

(i) [52.219-6](#), Notice of Total Small Business Set-Aside (MAR 2020) ([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\(d\)\(4\)\(F\)\(i\)](#)).
- __ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) ([15 U.S.C. 657f](#)).
- __ (22)
 - (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (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\(m\)](#)).
- __ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- __ (26) [52.219-33](#), Nonmanufacturer Rule (MAR 2020) ([15 U.S.C. 637\(a\)\(17\)](#)).
- _X_ (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- __ (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)

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

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

__ (32)

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

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

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

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

X (35)

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

__ (ii) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter78](#) and E.O. 13627).

__ (36) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

__ (37)

(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (MAY 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

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

__ (40)

(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (OCT 2015) of [52.223-13](#).

___ (41)

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

___ (ii) Alternate I (Jun 2014) of [52.223-14](#).

___ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

___ (43)

(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

___ (ii) Alternate I (JUN 2014) of [52.223-16](#).

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

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

___ (46) [52.223-21](#), Foams (Jun 2016) (E.O. 13693).

___ (47)

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

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

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

___ (49)

(i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19](#)

[U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

___ (ii) Alternate I (MAY 2014) of [52.225-3](#).

___ (iii) Alternate II (MAY 2014) of [52.225-3](#).

___ (iv) Alternate III (MAY 2014) of [52.225-3](#).

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

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

___ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

___ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (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).

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

___ (57) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).

___ (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](#)).

__ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

__ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

__ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

__ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

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

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

___ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

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

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

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

(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 (JUN 2020) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further

Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

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

(v) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C.637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

(xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

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

(xiii)

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

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

(xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

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

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

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

(xix)

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

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

(xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

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

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) ([46 U.S.C. Appx.1241\(b\)](#) and [10 U.S.C.2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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. (JUN 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-

(A) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([41 U.S.C. 3509](#)).

(B) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

(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).

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

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

(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](#).

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

(L) (1) [52.222-50](#), Combating Trafficking in Persons (JAN 2019) ([22 U.S.C. chapter 78](#) and E.O 13627).

(2) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O 13627](#)).

(M) [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](#)).

(N) [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](#)).

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

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

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

(R)(1) [52.224-3](#), Privacy Training (JAN 2017) ([5 U.S.C. 552a](#)).

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

(S) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302](#) Note).

(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**

NUMBER	TITLE	DATE
652.225-71	Section 8(a) of the Export Administration Act of 1979, As Amended (if order exceeds simplified acquisition threshold)	AUG 1999
652.229-70	Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post)	JUL 1988
652.229-71	Personal Property Disposition at Posts Abroad	AUG 1999
652.237-72	Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility)	FEB 2015
652.239-71	Security Requirements for Unclassified Information Technology Resources (for orders that include information technology resources or services in which	SEP 2007

	the contractor will have physical or electronic access to Department information that directly supports the mission of the Department)	
652.242-70	Contracting Officer's Representative (if a COR will be named for the order) Fill-in for paragraph b: "The COR is _____"	AUG 1999
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999
652.247-71	Shipping Instruction	FEB 2015

The following clause is provided in full text, and is applicable for orders for services that will require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD 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 5 - 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.