



Embassy of the United States of America

Lima, Peru

October 9, 2020

To: Prospective Quoter

Subject: RFQ 19PE5021Q0003 – Taxi Service for LES during COVID19

The American Embassy, Lima, Peru, is looking for a vendor to provide Taxi Service for LES during COVID19 and invites you to submit a quotation. The Request for Quotation (RFQ) consists of the following sections:

1. Standard Form SF-1449 (Fill blocks 17a, 19-24, & 30a, b, c)
2. Quotation Information.
3. Instructions to Offerors
4. FAR & DOSAR Clauses

The Embassy plans to award an IDIQ Purchase Order. You are encouraged to make your quotation competitive. 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-1449 by email to Mendezj@state.gov no later than October 24, 2020 before 11:00 a.m. Oral quotations will not be accepted.

Sincerely,

Paul Kopecki

Paul Kopecki
Contracting Officer

Enclosure: As stated

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER
PR9495647

PAGE 1 OF 33 PAGES

2. CONTRACT NO.

3. AWARD/ EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER
19PE5021Q0003

6. SOLICITATION ISSUE DATE
10/09/2020

7. FOR SOLICITATION INFORMATION CALL: 

a. NAME
Jessica Mendez

b. TELEPHONE NUMBER(No collect calls)
6182190

8. OFFER DUE DATE/ LOCAL TIME
10/24/2020 / 11:00

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

CODE PE500

10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: ____ % FOR:

SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS

HUBZONE SMALL BUSINESS (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS EDWOSB EMERGING SMALL BUSINESS

8 (A) SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

SEE SCHEDULE

12. DISCOUNT TERMS

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

13b. RATING

14. METHOD OF SOLICITATION

RFQ IFB RFP

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

CODE

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

CODE

17a. CONTRACTOR/OFFERER

CODE

FACILITY CODE

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

CODE

TELEPHONE NO.

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 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA

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

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

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

.

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

30c. DATE SIGNED

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

31c. DATE SIGNED

ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
001	Solicitation for Taxi service in accordance to attached Performance Work Statement and related documents. Period of Performance: November 1, 2020 to October 31, 2021	01	all		

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		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER	
38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY			
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>)	42d. TOTAL CONTAINERS		

CONTINUATION OF SF-1449

1. PRICES

This is an indefinite-delivery, indefinite-quantity, Purchase Order type with firm-fixed rates. Value Added Tax (IGV) shall apply to this contract and shall be included in the rates or invoices as separate line items, if applicable.

	Description	Unit	Net Price	18%IGV TAX	Total Price
1	Mid-size Sedan - four-door, capable of carrying two passengers maximum	Hour			

2. MOST COMMON ORIGIN/DESTINATIONS

2.1 From/To: US Embassy Lima – Monterrico, Surco

	From/to	Unit	Net Price	18% IGV Tax	Total Price
1	Callao	Trip	S/ -	S/ -	S/ -
2	Bellavista	Trip	S/ -	S/ -	S/ -
3	Carmen de La Legua	Trip	S/ -	S/ -	S/ -
4	La Perla	Trip	S/ -	S/ -	S/ -
5	La Punta	Trip	S/ -	S/ -	S/ -
6	Mi Perú	Trip	S/ -	S/ -	S/ -
7	Ventanilla	Trip	S/ -	S/ -	S/ -
8	Lima	Trip	S/ -	S/ -	S/ -
9	Ancón	Trip	S/ -	S/ -	S/ -
10	Ate	Trip	S/ -	S/ -	S/ -
11	Barranco	Trip	S/ -	S/ -	S/ -
12	Breña	Trip	S/ -	S/ -	S/ -
13	Carabayllo	Trip	S/ -	S/ -	S/ -
14	Chaclacayo	Trip	S/ -	S/ -	S/ -
15	Chorrillos	Trip	S/ -	S/ -	S/ -

16	Cieneguilla	Trip	S/	-	S/	S/
17	Comas	Trip	S/	-	S/	S/
18	El Agustino	Trip	S/	-	S/	S/
19	Independencia	Trip	S/	-	S/	S/
20	Jesús María	Trip	S/	-	S/	S/
21	La Molina	Trip	S/	-	S/	S/
22	La Victoria	Trip	S/	-	S/	S/
23	Lince	Trip	S/	-	S/	S/
24	Los Olivos	Trip	S/	-	S/	S/
25	Lurigancho	Trip	S/	-	S/	S/
26	Lurín	Trip	S/	-	S/	S/
27	Magdalena del Mar	Trip	S/	-	S/	S/
28	Miraflores	Trip	S/	-	S/	S/
29	Pachacámac	Trip	S/	-	S/	S/
30	Pucusana	Trip	S/	-	S/	S/
31	Pueblo Libre	Trip	S/	-	S/	S/
32	Puente Piedra	Trip	S/	-	S/	S/
33	Punta Hermosa	Trip	S/	-	S/	S/
34	Punta Negra	Trip	S/	-	S/	S/
35	Rímac	Trip	S/	-	S/	S/
36	San Bartolo	Trip	S/	-	S/	S/
37	San Borja	Trip	S/	-	S/	S/
38	San Isidro	Trip	S/	-	S/	S/
39	San Juan de Lurigancho	Trip	S/	-	S/	S/
40	San Juan de Miraflores	Trip	S/	-	S/	S/
41	San Luis	Trip	S/	-	S/	S/
42	San Martín de Porres	Trip	S/	-	S/	S/
43	San Miguel	Trip	S/	-	S/	S/

				-	-
44	Santa Anita	Trip	S/ -	S/ -	S/ -
45	Santa María del Mar	Trip	S/ -	S/ -	S/ -
46	Santa Rosa	Trip	S/ -	S/ -	S/ -
47	Santiago de Surco	Trip	S/ -	S/ -	S/ -
48	Surquillo	Trip	S/ -	S/ -	S/ -
49	Villa El Salvador	Trip	S/ -	S/ -	S/ -
50	Villa María del Triunfo	Trip	S/ -	S/ -	S/ -

2.2 From/To: Hospital Naval, Bellavista

	From/to	Unit	Net Price	18% IGV Tax	Total Estimated Amount
1	Callao	Trip	S/ -	S/ -	S/ -
2	Bellavista	Trip	S/ -	S/ -	S/ -
3	Carmen de La Legua	Trip	S/ -	S/ -	S/ -
4	La Perla	Trip	S/ -	S/ -	S/ -
5	La Punta	Trip	S/ -	S/ -	S/ -
6	Mi Perú	Trip	S/ -	S/ -	S/ -
7	Ventanilla	Trip	S/ -	S/ -	S/ -
8	Lima	Trip	S/ -	S/ -	S/ -
9	Ancón	Trip	S/ -	S/ -	S/ -
10	Ate	Trip	S/ -	S/ -	S/ -
11	Barranco	Trip	S/ -	S/ -	S/ -
12	Breña	Trip	S/ -	S/ -	S/ -
13	Carabayllo	Trip	S/ -	S/ -	S/ -
14	Chaclacayo	Trip	S/ -	S/ -	S/ -
15	Chorrillos	Trip	S/ -	S/ -	S/ -
16	Cieneguilla	Trip	S/ -	S/ -	S/ -
17	Comas	Trip	S/ -	S/ -	S/ -

			-	-	
18	El Agustino	Trip	S/ -	S/ -	S/ -
19	Independencia	Trip	S/ -	S/ -	S/ -
20	Jesús María	Trip	S/ -	S/ -	S/ -
21	La Molina	Trip	S/ -	S/ -	S/ -
22	La Victoria	Trip	S/ -	S/ -	S/ -
23	Lince	Trip	S/ -	S/ -	S/ -
24	Los Olivos	Trip	S/ -	S/ -	S/ -
25	Lurigancho	Trip	S/ -	S/ -	S/ -
26	Lurín	Trip	S/ -	S/ -	S/ -
27	Magdalena del Mar	Trip	S/ -	S/ -	S/ -
28	Miraflores	Trip	S/ -	S/ -	S/ -
29	Pachacámac	Trip	S/ -	S/ -	S/ -
30	Pucusana	Trip	S/ -	S/ -	S/ -
31	Pueblo Libre	Trip	S/ -	S/ -	S/ -
32	Puente Piedra	Trip	S/ -	S/ -	S/ -
33	Punta Hermosa	Trip	S/ -	S/ -	S/ -
34	Punta Negra	Trip	S/ -	S/ -	S/ -
35	Rímac	Trip	S/ -	S/ -	S/ -
36	San Bartolo	Trip	S/ -	S/ -	S/ -
37	San Borja	Trip	S/ -	S/ -	S/ -
38	San Isidro	Trip	S/ -	S/ -	S/ -
39	San Juan de Lurigancho	Trip	S/ -	S/ -	S/ -
40	San Juan de Miraflores	Trip	S/ -	S/ -	S/ -
41	San Luis	Trip	S/ -	S/ -	S/ -
42	San Martín de Porres	Trip	S/ -	S/ -	S/ -
43	San Miguel	Trip	S/ -	S/ -	S/ -
44	Santa Anita	Trip	S/ -	S/ -	S/ -

45	Santa María del Mar	Trip	S/ -	S/ -	S/	-
46	Santa Rosa	Trip	S/ -	S/ -	S/	-
47	Santiago de Surco	Trip	S/ -	S/ -	S/	-
48	Surquillo	Trip	S/ -	S/ -	S/	-
49	Villa El Salvador	Trip	S/ -	S/ -	S/	-
50	Villa María del Triunfo	Trip	S/ -	S/ -	S/	-

2.3 From/To: Av. Arequipa cdra. 5, Lima

	From/to	Unit	Net Price	18% IGV Tax	Total Estimated Amount
1	Callao	Trip	S/ -	S/ -	S/ -
2	Bellavista	Trip	S/ -	S/ -	S/ -
3	Carmen de La Legua	Trip	S/ -	S/ -	S/ -
4	La Perla	Trip	S/ -	S/ -	S/ -
5	La Punta	Trip	S/ -	S/ -	S/ -
6	Mi Perú	Trip	S/ -	S/ -	S/ -
7	Ventanilla	Trip	S/ -	S/ -	S/ -
8	Lima	Trip	S/ -	S/ -	S/ -
9	Ancón	Trip	S/ -	S/ -	S/ -
10	Ate	Trip	S/ -	S/ -	S/ -
11	Barranco	Trip	S/ -	S/ -	S/ -
12	Breña	Trip	S/ -	S/ -	S/ -
13	Carabayllo	Trip	S/ -	S/ -	S/ -
14	Chaclacayo	Trip	S/ -	S/ -	S/ -
15	Chorrillos	Trip	S/ -	S/ -	S/ -
16	Cieneguilla	Trip	S/ -	S/ -	S/ -
17	Comas	Trip	S/ -	S/ -	S/ -
18	El Agustino	Trip	S/ -	S/ -	S/ -

19	Independencia	Trip	S/ -	S/ -	S/	-
20	Jesús María	Trip	S/ -	S/ -	S/	-
21	La Molina	Trip	S/ -	S/ -	S/	-
22	La Victoria	Trip	S/ -	S/ -	S/	-
23	Lince	Trip	S/ -	S/ -	S/	-
24	Los Olivos	Trip	S/ -	S/ -	S/	-
25	Lurigancho	Trip	S/ -	S/ -	S/	-
26	Lurín	Trip	S/ -	S/ -	S/	-
27	Magdalena del Mar	Trip	S/ -	S/ -	S/	-
28	Miraflores	Trip	S/ -	S/ -	S/	-
29	Pachacámac	Trip	S/ -	S/ -	S/	-
30	Pucusana	Trip	S/ -	S/ -	S/	-
31	Pueblo Libre	Trip	S/ -	S/ -	S/	-
32	Puente Piedra	Trip	S/ -	S/ -	S/	-
33	Punta Hermosa	Trip	S/ -	S/ -	S/	-
34	Punta Negra	Trip	S/ -	S/ -	S/	-
35	Rímac	Trip	S/ -	S/ -	S/	-
36	San Bartolo	Trip	S/ -	S/ -	S/	-
37	San Borja	Trip	S/ -	S/ -	S/	-
38	San Isidro	Trip	S/ -	S/ -	S/	-
39	San Juan de Lurigancho	Trip	S/ -	S/ -	S/	-
40	San Juan de Miraflores	Trip	S/ -	S/ -	S/	-
41	San Luis	Trip	S/ -	S/ -	S/	-
42	San Martín de Porres	Trip	S/ -	S/ -	S/	-
43	San Miguel	Trip	S/ -	S/ -	S/	-
44	Santa Anita	Trip	S/ -	S/ -	S/	-
45	Santa María del Mar	Trip	S/ -	S/ -	S/	-
46	Santa Rosa	Trip	S/ -	S/ -	S/	-

			-	-	
47	Santiago de Surco	Trip	S/ -	S/ -	S/ -
48	Surquillo	Trip	S/ -	S/ -	S/ -
49	Villa El Salvador	Trip	S/ -	S/ -	S/ -
50	Villa María del Triunfo	Trip	S/ -	S/ -	S/ -

SECTION 2 - QUOTATION INFORMATION

A. QUALIFICATIONS OF OFFERORS

Offerors/quoters must prove to be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror/Quoter must demonstrate that meets 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) Have all licenses and permits required by local law;
- (4) Meet all local insurance requirements;
- (5) Have no adverse criminal record; and
- (6) Have no political or business affiliation, which could be considered contrary to the interests of the United States.

Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- 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 qualified and eligible to receive an award under applicable laws and regulations.
- Offerors must submit complete and sign a copy of form 1449, and supporting documentation in English.

SECTION 3 – INSTRUCTION TO OFFERORS

52.212-1 Instructions to Offerors-Commercial Items (Jun 2020)

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) “Remit to” address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR [52.212-3](#) (see FAR [52.212-3](#)(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

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

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

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

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

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

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

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

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

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

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact

time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

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

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

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

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

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to GSA Federal Supply Service Specifications Section Suite 8100 470 East L'Enfant Plaza, SW Washington, DC 20407, Telephone (202) 619-8925. Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

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

(k) [Reserved]

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

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

**CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS
AWARDED BY OVERSEAS CONTRACTING ACTIVITIES
(Current thru FAC 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:

__ (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.)

X (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).

X (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\(a\)\(17\)](#)).
- ___ (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- ___X (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](#)).

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

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

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

X (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) ([31 U.S.C. 3332](#)).

__ (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:

__ (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 the contractor will have physical or electronic access to Department information that directly supports the mission of the Department)	SEP 2007
652.242-70	Contracting Officer's Representative (if a COR will be named for the order) Fill-in for paragraph b: "The COR is _____"	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)

DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT

1. GENERAL

The Contractor shall provide taxi service, vehicles with drivers for the official business of the US Embassy in Lima, Peru. The Contractor shall provide all managerial, administrative, direct labor personnel, vehicles, drivers, communication equipment, all running expenses and applicable taxes (i.e., fuel, oil, etc.), including all servicing, parking, tolls and passenger insurance, third party liability as well as other insurance required by local law (SOAT) of such vehicles that are necessary to accomplish all work required by this contract.

Hours of Operation: Monday thru Sunday from 0000 hrs. to 2400 hrs. (Including holidays)

Vehicle with Driver - The above daily rates with driver shall include all the costs necessary to accomplish the work as required by this contract, including all managerial cost, administrative cost, vehicles, drivers, communication equipment, vehicle operation expenses, including but not limited to fuel, oil, parking fees, toll and other vehicle maintenance. Contractor must include passenger insurance, third party liability and any other local law (SOAT) required insurance.

Toll Road “Linea Amarilla” – When applicable, Toll Road Linea Amarilla must be used for airport services. Supporting documentation must be attached to the monthly invoice.

“Pico y Placa” ordinance – All vehicles used under this contract must be registered to provide transportation services, have commercial plates to be exempted from the “Pico y Placa” ordinance.

Parking Fees - On Airport and Grupo-8 services, parking fees are the contractor’s responsibility. The contractor should track flights arrival/departure in order to avoid these expenses.

Price List - Contractor shall provide a price list containing all possible transportation scenarios for pick-up and drop off point’s fees in Lima Metropolitan area and Callao for each performance period.

Per Hour Cost - Contractor shall provide a cost per hour of service for each performance period. Minimum time of service to be charge is 1 hour of service. Additional hour will be charge after 15 minutes of completed hour of service.

Cancellation - The Government will be liable for 100% of the fixed price of each service ordered, unless the Contracting Officer gives the contractor oral or written cancellation 12 hours prior the effective date of service.

Services shall be provided on time when authorized Government representative provides contractor a request 24 hours in advanced. Contractor shall confirm request within 1 hour of request and must include name of driver assigned, vehicle type, vehicle color, plate number and driver cellphone number. Authorized representative will normally submit requests between 08:00 to 18:00 hrs.

The Contracting Officer may place orders orally, telephonically, or in writing. Oral orders shall be confirmed in writing within 24 hrs. after requested service.

2. DEFINITIONS

“Calendar Day” means the twenty-four hour period from midnight to midnight. Saturdays, Sundays and all holidays are considered calendar days.

"Government" means the Government of the United States of America.

"Ordering Officer" means the Contracting Officer of the U.S. Embassy Lima.

“Services” means the services performed, workmanship, and equipment furnished or utilized in the performance of the services.

3. MANAGEMENT

3.1. Authorized Service Requesters. list of the names and phone numbers of all authorized service requester(s) will be provided once the order is awarded. Service requesters are only authorized to order service within the boundaries established in the order and are not authorized to order services from vehicles that were not included in that order.

3.2 Project Manager. The Contractor shall designate a Project Manager who shall be the Contractor’s point of contact. The Project Manager shall be responsible for managing the Contractor’s work under this Purchase Order, including delegating requests to drivers (if drivers are required by this Purchase Order) along with any instruction required, and ensuring a smooth and effective operation. The Contractor’s Project Manager and telephone number are:

Project Manager: _____

Telephone Number: _____

3.3 Documentation of Usage. Each driver shall obtain a certifying signature from the vehicle user on Daily Vehicle Use Record at the end of service each day. The Contractor shall attach this form to the invoice as a supporting document to verify the hours of service.

4. VEHICLES

4.1 Types of Vehicles

The Government requires the following types of vehicles, if ordered under this contract. All Vehicles shall be no more than 5 years old of the latest model and in excellent condition with air-conditioning. The Contractor shall provide registration numbers before the vehicles are used.

<u>Vehicle Type</u>	<u>Size and Description</u>
Mid-size Sedan	Four-door, capable of carrying two passengers maximum.

4.2 Replacement/Servicing. The Contractor shall provide a replacement vehicle equivalent to the type that requires replacement, due to accident, breakdown, or any other reason, within one (1) hour of notice by the driver or by the passenger.

4.3 Allowable vehicle substitutions. If the specified vehicle size or type are not available, substitutions may be allowable if the Contracting Officer approves it. If the Contracting Officer authorizes a substitution and the Contractor makes substitutions, billing and payment shall be at the contract rate for type of vehicle ordered by the Government.

5. COMMUNICATION EQUIPMENT

The Contractor shall provide the driver with a cell phone that shall be available for use by the driver at all times during the service.

6. DISPATCH POINTS

6.1 Dispatch points will be stated in each individual request from passenger.

- Lima Metropolitana and Callao areas.
- US Embassy Lima – Av. Lima Polo cdra. 2 s/n Monterrico, Santiago de Surco

6.2 Level of Service. Vehicles shall be available to pick up passengers at the dispatch points within 15 minutes of the time indicated on the written request and made by the authorized requester.

7. PERSONNEL

7.1 The Contractor shall provide qualified drivers for each vehicle specified in this contract. Drivers employed to perform services shall be experienced and competent in the performance of such services, and shall possess the appropriate license and insurance.

7.2 Standards. Each driver shall meet minimum standards including:

- a. Local knowledge – Be completely familiar with local areas to know alternate routes should primary route be impassable or otherwise not the best alternative at any given time
- b. License – Possess a valid driver's license

7.3

7.3.1. Standards of Conduct

(a) General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as required. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The

Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

(b) **Uniforms.** The Contractor's employees shall wear clean, neat and identifiable uniforms, although not necessarily identical uniforms. All employees shall wear accreditation at all times.

(c) **Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned.** Also included is participation in disruptive activities that interfere with normal and efficient Government operations.

(e) **Intoxicants and Narcotics.** The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.

(f) **Criminal Actions.** Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; and organizing or participating in gambling in any form.

(g) **Distractions.** Drivers should avoid distractions (ie. speaking on the phone, and use of electronic handheld, etc.) while the vehicle in motion.

7.3.2 Personnel Health Requirements

All employees must be in good general health without physical disabilities that would interfere with the acceptable performance of their duties. All employees shall be free from communicable disease. They shall possess binocular vision, correctable to 20/30 and shall not be colorblind. They shall be capable of hearing ordinary conversation.

7.4 Training. The Contractor shall provide training for all drivers in areas such as operating procedures and communication equipment/systems.