



*Embassy of the United States of America*

Lima, Peru  
January 22, 2021

To Prospective Offeror:

Subject: RFQ for 19PE5021Q0016  
Vehicle.

The American Embassy in Lima Peru, has a requirement for a contractor to provide a VAN 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, continuation sheets.
2. Instructions to Offerors (Quotation rules and evaluation method)
3. Qualification of Offerors
4. FAR & DOSAR Clauses

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.

In order to participate in this RFQ it is required that the offerors are duly registered at the (SAM) System for Award [www.sam.gov](http://www.sam.gov). In accordance with the National Defense Authorization Act (NDAA) Section 889 Part B, the US Embassy is required to verify whether your company uses covered equipment or services as a substantial or essential component of any system or as critical technology in any system for the award resulting from this solicitation.

Any questions about this solicitation shall be addressed to [espinozase@state.gov](mailto:espinozase@state.gov) only in writing until Thursday, January 28, 2021 at 17:00 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), proposal and the FAR Clauses 52.204-24 and 52.204-25 form signed separately, this form must be marked on pages 1 (top box) and 2 (highlighted boxes) as compliance on this certification to [espinozase@state.gov](mailto:espinozase@state.gov) no later than Friday, February 05, 2021 at 12:00 pm (local time and date). Oral quotations will not be accepted.

Sincerely,

*Paul Kopecki*

Paul Kopecki  
Contracting Officer

Enclosure; As stated

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30		1. REQUISITION NUMBER PR9613124	PAGE 1 OF 27 PAGES
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2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER 19PE5021Q0016	6. SOLICITATION ISSUE DATE 01/22/2021
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<b>7. FOR SOLICITATION INFORMATION CALL:</b> 	a. NAME Saul E Espinoza	b. TELEPHONE NUMBER(No collect calls) espinozase@state.gov	8. OFFER DUE DATE/ LOCAL TIME 02/05/2021 / 12:00 pm
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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 type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> EDWOSB <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD:	<input type="checkbox"/> SET ASIDE: ____ % FOR:
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input 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 Ala Aerea No2 - Hangar Americano Cdra. 40 Av. Elmer Faucett, Callo 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
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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
	See full specifications on continuation sheets.  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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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 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 (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) 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		
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		

## SECTION 1 – The Schedule SF 1449 Cover Sheet

## CONTINUATION TO SF-1449, RFQ NUMBER 19PE5021Q0016 PRICES, BLOCK

## Block 23

Items No (a)	Supplies/Services (b)	Quantity (c)	Unit (d)	Unit Price (e)	Amount (f)
01	Van, 5 doors, 3 passengers, size; exterior long 5.60 m/cm long, by 2.60 m/cm high (with air conditioner) by 2.40 m/cm wide, interior high 1.75 m/cm , 3,860 kg weight, engine, size less than 2.2 liters, diesel consumption, with fuel cleaner system, manual transmission, white color, Similar or of equivalent specifications to Mercedes Benz, model Sprinter 416 CDI/C3665. Local Warranty; minimum 3 years, with easy access to local maintenance. <b>CIF Price Callao.</b>	01	each		
02	Costo por Endose; Endorsement Cost: All documentation shall be legible and properly endorsed in the name of Embajada Estados Unidos – INL – Asuntos Antinarcoáticos, in order to get Customs clearance by INL. There is a bilateral agreement that exempts the US Embassy from customs tariffs and VAT on the nationalization process. RUC:20293588776	01	Each		
	Total Cost	US\$			

The vehicle being acquired will be for donation of the Peruvian National Police (PNP), vendor must provide all paperwork required for the PNP to get its plates registered.

**MINIMUM WARRANTY:** 3 YEARS OR 100,000 km (whichever occur first).

For other than local vendors, the Delivery Terms: Delivery at Place (DAP). The vendor is responsible for the delivery of all items listed above. The Contractor shall consolidate the entire shipment to prevent loss and misdirection. Any lost or damaged items during shipment shall be replaced by the contractor upon notification. Packaging and preservation shall be IAW best commercial practices to enable shipment to final destinations in Peru to the address specified (e.g. see above), without repacking or incurring damage during shipment and handling.

The INL logistics unit of the US Embassy will nationalize the vehicle assisted by the awardee resulting from this solicitation. Within contract, the vendor shall handover the following documentation for the Peruvian customs paperwork;

## LIST OF DOCUMENTS FOR VEHICLE IMPORT FOR LOCAL ENDORSEMENT PURCHASE

1. B/L endorsed by original vendor to the final consignee, certified by Notary Public.
2. Commercial Invoice from the original vendor to the local representative. This invoice should be endorsed by original vendor to the final consignee, certified by Notary Public.
3. Commercial Invoice from the local vendor to the final consignee.
4. Commercial Invoice to the final consignee for all administrative expenses incurred by local vendor and/or distributor.
5. Invoice/ Packing List, issued by the vendor at point of origin, specifying:
  - a) Description of articles, specifying brand, commercial name, model, year of manufacture, country of origin, customs position as well as customs description in which the maximum tonnage load capacity must be included.
  - b) Number of Units
  - c) Unit FOB value
  - d) Total FOB value
  - e) Unit Volume and Total Volume
  - f) Unit Weight (kg) and Total Weight
  - g) P/O Number(s)
6. Engine frame list issued by the vendor at origin. Should specify Frame Number, VIN, Motor Number and color. Endorsed by the vendor at origin to the final consignee and certified by Notary Public
7. Equipment List. Should make reference to the commercial invoice number and be issued by the vendor at origin, endorsed to the final consignee and certified by Notary Public. Should specify vehicle's commercial name, as well as model and main equipment (Exterior, Interior and Security/Safety).
8. Emission Certificate, in the form of affidavit, issued by the local vendor and addressed to Customs.
9. Insurance Policy issued by local vendor.
10. Verification Report issued by original vendor.
11. Copy of Temporary Import Declaration (DAM) - Temporary Regime, prepared by local vendor.
12. Bonded Warehouse Certificate endorsed by the vendor at point of origin to the final consignee.
13. Technical specifications of the units per brand/model.

Official consignee for all endorsements certified by Public Notary:

EMB. ESTADOS UNIDOS – INL – ASUNTOS ANTINARCOTICOS

Address: Ala Aerea No. 2 – Hangar Americano

Cdra. 40 Av. Elmer Faucett

Callao, Peru

POC: Ana Vizcardo

E mail: [avizcardo@inl.pe](mailto:avizcardo@inl.pe)

Phone number: (511) 617 2817

Note: A Point of Contact of the local representative of the awardee shall be provided for this process.

The items being acquired will be donated to the government of the ultimate destination, The contractor shall ensure that all items are prepared for safe shipment and include all necessary export approvals, required material data safety sheet, licenses, and paperwork. One copy of the packing list and commercial invoice must accompany the shipment, attached to the outside of the “lead” or number one box/carton/package, or individually attached to the outside of each box/carton/package. PLEASE NOTE: All orders are ultimately intended for an overseas destination. If the shipment will involve wood packaging material, then the packing and palletizing must conform to the standards in the International Standards for Phytosanitary Measures Publication No. 15: “Guidelines for Regulating Wood Packaging Material in International Trade” (ISPM 15) and have the appropriate markings indicating that the materials meet this standard. Any deliveries arriving at our indicated domestic delivery address that do not meet these standards will be rejected and must be corrected at the contractor's expense.

**WARRANTY**

The offered equipment shall be covered under the standard warrant provision of the manufacturer. To facilitate expeditious return of warranty items and to avoid delays in the warranty process, the offeror shall provide within 30 days of notification of a warranty action the required information to facilitate shipping of warranty items to manufacturer. This includes, but is not limited to, information to ensure full compliance with ITAR regulations and no delay in providing the Reference RA# and a shipping address. Control Base Stations (Part Number for reference, followed by description and quantity).

**INSPECTION AND ACCEPTANCE**

The final inspection and acceptance of ALL items shall be performed by the U.S. Government upon their arrival at the point of delivery cited in the SF1449. The payment(s) to the Contractor shall be made following satisfactory inspection and acceptance of products the Office of INL.

**PAYMENT TERMS**

The payment shall be made after full inspection and acceptance of the vehicle by the U.S. Government representative in the point of destination in the SF1449. It is mandatory that vendor be registered in [www.sam.gov](http://www.sam.gov)

**SOLICITATION CONSIDERATIONS**

The seller certifies that it is an authorized distributor of the similar product being sold to the Department of State and that it has the certification/specialization level required by the manufacturer, to support both the product sale and product pricing, in accordance with applicable manufacturer certification/specialization requirements. Unless otherwise specified, Seller warrants that the products are new and in their original box(es). In addition to providing pricing for this solicitation, each Offeror must provide any required, NON-PRICING responses (e.g. technical proposal, representations and certifications, etc.) so that they are received no later than the closing date and time for this solicitation.

This solicitation requires registration with the System for Award Management (SAM) prior to award, pursuant to FAR 4.1102 and other applicable regulations and guidelines. Information can be found at [www.sam.gov](http://www.sam.gov).

All Quotes must be valid for 90 days from the closing date for this solicitation. No exceptions or qualifications. New equipment ONLY, NO grey market or refurbished products. Items must be in original packaging, never used, and not altered in any way. Components of the requested equipment, to include memory, must be manufacturer-approved and may not be compatible, remanufactured, or refurbished equipment. All items must be covered by manufacturer's warranty and procured through a manufacturer approved distribution channel. Sellers must be able to document their ability to provide items through manufacturer approved distribution channels upon request.

This is a firm-fixed price single award, the price includes all direct and indirect costs, overhead, general and administrative expenses, per diem, travel, profit shipping/delivery charges, insurance, and taxes where applicable.

No amount above the awarded amount shall be paid based on cost overruns, changes in currency fluctuations or any other unforeseen costs. INL will not reimburse offerors for the cost associated with preparing a proposal or any protests arising from this solicitation.

No partial shipments are permitted, unless otherwise specified by Contracting Officer at time of contract award. Equipment shall be delivered no later than 60 days after receipt of USG order (ARO).

Offerors shall be required to have an active SAM registration <https://www.sam.gov/SAM/>

To be considered, the quoter must submit the required below information on before the due date cited in the SF1449. Quoters shall submit one electronic copy, which shall not exceed 25 pages, using Times New Roman 12 font. Should the Vendor exceed the 25 page limit, any additional content exceeding the page limit shall not be considered. This includes Microsoft Word, Excel, and PowerPoint (e.g. as applicable and appropriate). PDF format shall be used only for scanned documents.

Volume I (Technical Quote) shall include the following:

- **DESCRIPTION:** Description/nomenclature of the items being quoted; product literature may be provided. Quotation must demonstrate compliance with all required features and include description of warranty terms.
- **DELIVERY DATE:** Proposed delivery date(s) and terms and conditions.
- **DUNS NUMBER & CAGE CODE:** DUNS number and statement or proof that the quoter has an active registration in SAM.gov.
- **CERTIFICATIONS:** Completed certifications (FAR 52.212-3) or statement that the certifications are included already in SAM.gov.

Volume II (Cost/Price Quote) shall include the following:

- **PRICE:** Unit and extended prices, inclusive of delivery charges. All pricing shall be in USD.

Award will be made to the Lowest Priced-Technically Acceptable company who submits a quotation that is responsive to the RFQ requirements.

**Acceptable** Demonstrates understanding of requirements as outlined in Section one of the solicitation meets or exceed the specifications outlined on this solicitation; may have strengths; have no significant weaknesses and no deficiencies; and demonstrates good understanding of requirement.

**Unacceptable** Demonstrates a lack of understanding of Section one,; fails to meet the specifications outlined on this solicitation; has major weakness or deficiencies, which cannot be corrected without major changes to the quote.

In addition, there are other considerations that may be taken into account:

1. The USG reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract. The USG will determine acceptability by assessing the quoter's compliance with the terms of the RFQ.
2. The USG intends to evaluate proposals and award a contract without discussions with offerors. The USG reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. Availability of the equipment, delivery, and warranty under this RFQ will be determinant for technical acceptability.
3. The quoter shall be registered to do business in the host country or to partner with a host country registered business, this is required in order to provide local warranty, maintenance, repairs and spare parts since this type of equipment involve a security and safety.
4. The quoter must have a valid international warranty on the products offered so the sales representative may be able to claim this warranty and coordinate possible replacement to the end user without incurring in additional expenses.

<b>CARACTERISTICAS REGISTRABLES / REGISTRATION DETAILS</b>			
<b>Identificación del Vehículo</b>	<b>Vehicle Identification</b>		
<b>Características Generales</b>	<b>General characteristics</b>		
Descripcion del Formato A de la DUA	Description of Format A of the DUA		
Categoría	Category	<b>N2</b>	
Marca	Brand	International	
Modelo	Model	4300 SBA MA025	
Versión - Descripción	Version - Description		Year of manufacture.
Combustible	<b>Fuel type</b>	Diesel	
Tipo de Carrocería	Type of Body	Service Body	
Marca de Carrocería	Body Brand	Knapheide	
Número de Serie de Carrocería	Body Series Number	KC108H2094J	
<b>Características Específicas</b>	<b>Specific characteristics</b>		
Número de Cilindros	Number of Cylinders	6	
Cilindrada (cm <sup>3</sup> )	Displacement (cm3)	7636 cm3	
Potencia Motor (Kw / rpm) Real	<b>Engine</b> power (Kw / rpm) Real	145KW @ 2300/2600 RPM	
Potencia Motor Formato B de la DUA	<b>Engine</b> Power Format B of the DUA	-	-
Relación Potencia / Peso Bruto Vehicular (Kw/t)	Power / Gross Vehicle Weight Ratio (Kw / t)	27,500	
Peso Bruto Vehicular Combinado Máximo (t)	Vehicle Gross Combined Weight (t)		
Fórmula Rodante	Rolling Formula	4 X 2	
Número de Ruedas	Number of Wheels	7	<b>6 + spare tire</b>
Número de Ejes	Number of Axes	2	
Suspensión delantera	Front suspension	Spring Parabolic	
Suspensión posterior	Rear suspension	Bendix EverSure Spring	
Medidas de aros (Diámetro/Ancho) en pulgadas	<b>RIM size</b> (Diameter / Width) in inches		Please provide RIM size.
Medidas de Neumáticos	Tire <b>size</b>	10R22.5xZE	
Distancia entre ejes (mm)	Distance between axes (mm)	171"	4343.4mm.
Longitud (mm)	Length (mm)	571.5 mm	5715mm.

Ancho (mm)	Width (mm)	215.9 mm	2159mm.
Altura (mm)	Height (mm)	266.7 mm	2667mm
Peso máximo por Eje (Kg) (eje delantero / eje posterior)	Maximum weight per Axle (Kg) (front axle / rear axle)	3,629 kgs. / 9,525 kgs.	
Peso Bruto Vehicular (kg)	Gross Vehicle Weight (kg)	5,943 kgs.	
Peso Neto (kg) OJO - NO CONSIDERAR ESTE DATO	Net Weight (kg) EYE - DO NOT CONSIDER THIS DATA		
Carga Útil (kg)	Payload (kg)	7,257 kgs.	
Número de asientos excluyendo el conductor	Number of seats excluding the driver	6	Please confirm number of seat belts.
Número de pasajeros incluyendo el conductor	Number of passengers including the driver	6	
Capacidad de tanque de combustible Gls	fuel tank capacity in gallons	41.5	
Conversion a litros	Conversion to liters	189L	
Tipo combustible Gsl : 0.73 y Dsl : 0.77 para la conversion	Fuel type Gsl: 0.73 and Dsl: 0.77 for the conversion	Diesel	
Peso combustible en Kgs	Combustible weight in Kgs	145.53 kgs	
Peso Neto (kg) incluido peso tanque lleno SI VA EN DATA	Net weight (kg) including full tank weight IF YOU GO IN DATA		Please provide this information
Peso Neto (Kg) para el formato B de la DUA	Net Weight (Kg) for the B format of the DUA		Please provide this information
Cantidad de Puertas	Number of doors	4	
Tipo de transmisión	Type of transmission	5 Speed Automatic	
1HP = 0.745685 KW	1HP = 0.745685 KW		
<u>Peso Bruto Vehicular Combinado Máximo:</u>	<u>Gross Combined Gross Vehicle Weight:</u>		
Potencia (Kw) / Relacion minima de potencia (4.85 Kw/t)	Power (Kw) / Minimum power ratio (4.85 Kw / t)		

## SECTION 2 – INSTRUCTIONS TO OFFEROR AND FAR CLAUSES

### 52.212-1 Instructions to Offerors—Commercial Items.

As prescribed in [12.301\(b\)\(1\)](#), insert the following provision:

#### INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JAN 2017)

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) “Remit to” address, if different than mailing address;
- (8) A completed copy of the representations and certifications at 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 exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records

for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://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](http://www.sam.gov) for establishing the unique entity identifier.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(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 2020-7 and FAC 2020-8, effective 08/13/2020)

**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](http://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

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
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
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Alternate I of FAR 52.204-7 is incorporated into this solicitation; Alternate I (OCT 2018). As prescribed in [4.1105\(a\)\(2\)](#), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic provision:  
 (b)(1) An Offeror is required to be registered in SAM as soon as possible. If registration is not possible when submitting an offer or quotation, the awardee shall be registered in SAM in accordance with the requirements of clause [52.204-13](#), System for Award Management Maintenance.

The following clause is provided in full text:

52.212- 5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (AUG 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 2020) (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. 3805 note](#))).

(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.)

\_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].

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

\_x\_ (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. 6101 note](#)).

\_\_\_ (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) of [52.219-6](#) ([15 U.S.C. 644](#)).

\_\_\_ (ii) Alternate I (MAR 2020) of [52.219-6](#).

\_\_\_ (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)

(i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).

(ii) Alternate I (MAR 2020) of [52.219-13](#).

\_\_ (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 (MAY 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 (Mar2020) ([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 (JAN2020) (E.O.13126).

\_x\_ (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).

(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. chapter 78](#) 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 (Jun2014) of [52.223-14](#).

\_\_\_ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([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 (Jun2016) (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 (Nov2007) ([42 U.S.C. 5150](#)).

\_\_ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([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 (Jan2017) ([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 (OCT2018) ([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:

[Contracting Officer check as appropriate.]

\_\_ (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter67](#)).

\_\_ (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) ([29U.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 2020) (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 (Aug2018) ([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 (Mar2015) 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 (May2014) ([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 (MAY2014) ([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)

#### 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Aug 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the

Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at [52.204-26](#), Covered

Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items.

(a) *Definitions*. As used in this provision—

*Backhaul, covered telecommunications equipment or services, critical technology,*

*interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or

obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal

Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award

Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It  will,  will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror

represents that—

It  does,  does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

#### 52.204-26 Covered Telecommunications Equipment or Services-Representation (DEC 2019)

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) *Representation.* The Offeror represents that it  does,  does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

#### 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)

## 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.

## SECTION 3 - 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 "Prices - Continuation of SF-1449, block 23", 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.