



Embassy of the United States of America

March 19, 2020

Dear Prospective Offeror:

Subject: Solicitation Number 19BH2020Q0007 – Vehicle

Enclosed is a Request for Quotations (RFQ) for one Toyota Hilux or Equal. If you would like to submit a quotation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 18 that follows this letter.

In order for a quotation to be considered, you must also complete and submit the following:

1. SF-18 form
2. Pricing
3. Additional information as required
4. DUNS number must be submitted by April 3, 2020. Proof of completed SAM Registration should be submitted with final quotation.

The U.S. Government intends to award a contract to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract/purchase order based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Quotations are due by April 9, 2020 at 4:00 p.m. local time.

Please direct any questions regarding this solicitation by email to BelmopanProcurement@state.gov during regular business hours. Responses will be sent in writing to all contractors on our list of interested parties.

The Embassy appreciates your interest in this solicitation.

Sincerely,

Christopher Staff
Contracting Officer
U.S. Embassy Belmopan

A handwritten signature in blue ink, appearing to read 'C. Staff', written over a large, sweeping blue line that extends from the signature area towards the top right of the page.

**REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)**

THIS RFQ IS IS NOT A SMALL BUSINESS SET-ASIDE PAGE 1 OF 17 PAGES

1. REQUEST NO. 19BH2020Q0007	2. DATE ISSUED 03/19/2020	3. REQUISITION/PURCHASE REQUEST NO. PR9088686	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
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5a. ISSUED BY AMERICAN EMBASSY BELMOPAN CITY FLORAL PARK ROAD, ATTN: GSO/PROCUREMENT BELMOPAN BELIZE	6. DELIVER BY (Date) 07/31/2020
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5b. FOR INFORMATION CALL (NO COLLECT CALLS)		7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)
NAME Elisa R Gillett	TELEPHONE NUMBER	9. DESTINATION
	AREA CODE NUMBER	a. NAME OF CONSIGNEE

8. TO:		AMERICAN EMBASSY BELMOPAN CITY
a. NAME	b. COMPANY	b. STREET ADDRESS
		FLORAL PARK ROAD, ATTN: GSO/WAREHOUSE

c. STREET ADDRESS	c. CITY BELMOPAN
d. CITY	d. STATE e. ZIP CODE
	e. STATE f. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date)
04/09/2020

IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.

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

ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS
				NUMBER PERCENTAGE

NOTE: Additional provisions and representations are are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE
b. STREET ADDRESS					
c. COUNTY			a. NAME (Type or print)		AREA CODE
d. CITY			c. TITLE (Type or print)		NUMBER
	e. STATE	f. ZIP CODE			

THE SCHEDULE

CONTINUATION TO SF-18
RFQ NUMBER 19BH2020Q0007

1.0 TYPE OF CONTRACT

This is a firm fixed price contract payable entirely in the currency indicated in Section 3, Sub-Section 3.2, of the purchase order. No additional sums will be payable on account of any escalation in the cost of materials, equipment or labor, or because of the Contractor’s failure to properly estimate or accurately predict the prices or difficulty of achieving the results required by this purchase order.

2.0 EFFECTIVE PERIOD OF PURCHASE ORDER

The purchase order shall be effective on the date of the Contracting Officer's signature and shall remain valid until the vehicle has been received and accepted by the U.S. Government, and in accordance with Section 10.0 “Delivery Schedule” of this document.

3.0 SUPPLIES AND PRICES

The Contractor shall provide to the U.S. Government one (1) new Toyota Hilux, OR equal described in the specifications. Further, the Contractor shall properly perform pre-delivery inspection on the vehicle and deliver it to the location set forth in Section 11.0 “Place of Delivery”, of this RFQ. The firm fixed price shall include the vehicle, pre-delivery inspection, and transportation to the ultimate destination, certificate of origin, operator’s manual, warranty certificate, and any other documentation mandated by the destination country in accordance with Section 6.0 “Other Specific Requirements”, of this RFQ. All manuals shall be furnished in the English language.

3.1 PRICING DATA

The offerors shall insert their prices for the subject vehicle below.

Line item No.	Short Description	Quantity	Total Price
001	Toyota Hilux, or equal	1 each	

3.2 CURRENCY

The prices are stated in local currency.

4.0 DESCRIPTION/SPECIFICATIONS OF VEHICLE

The vehicle will be used by the Belize police department to transport personnel, equipment and tow boats between 28-38ft to various location, and will be used in off-road conditions. Given the types of weather and difficult terrain, it is critical to have vehicles that are durable, easy to repair and service, and can handle the climate and terrain conditions in Belize. The Belize Police Department needs vehicles with high ground clearance, sturdy suspension, and solid engines.

One (1) 2020 Toyota Hilux or equivalent

Item	Minimum Requirements	Rationale
Origin	Taiwan, Japan, Mexico, Thailand	To use nondescript vehicles that are locally common, rather than the more conspicuous and distinctive U.S.-manufactured vehicles for undercover operations. (See source waiver)
Year	2020	
VEHICLE TYPE AND TRACTION	Crew Cab style 4 door 4WD truck	The 4 door Crew Cab Truck protects up to 5 persons from the elements while providing ample bed space for the transport of equipment. The 4-wheel drive vehicle has enough clearance and traction to travel on the rough rural roads that are common place in Belize.
TRANSMISSION	Automatic	Automatic will meet the requirements. (Preferably 6 speed)

FUEL TYPE	Diesel	The diesel vehicles are preferred because it is widely available even during times of disaster and because it costs less than other fuel. These trucks will be required to operate in remote areas of the country where other fuels might not be available.
FUEL CAPACITY (gl./L)	Minimum 30 MPG highway and 28 MPG City	Provides for longer driving autonomy, a necessity in rural areas where there are only a few services available.
ENGINE	2.4 - 2.8L, Diesel	The unit has a tight fuel budget by using the less expensive diesel fuel and small cylinder diesel engines.
BRAKES	Front brakes: Anti-lock Brake System (disc)	Anti-skid brakes (ABS) help to provided vehicle stability when braking on wet, slippery roads common during the wet season in Belize
SUSPENSION	All terrain heavy-duty suspension in front and rear	Easier maintenance and rigidity required to maneuver difficult driving conditions in Belize
AIR CONDITIONING	Yes	For passenger comfort. Belize has a year-round hot tropical climate.
RADIO	Yes	For news, traffic conditions, travel, etc.
WINDOWS	Power operated side windows.	Allows driver to control all windows while operating vehicle.
SEATING	Driver and four passengers	Necessary for transporting victims, witnesses, mobile teams and suspects.
TIRES	17in alloy recommended 5 tires, including spare, all-terrain type, with tire jack and accessories	For all-terrain requirements of mission, and better for rough type of roads common to Belize
WARRANTY	Minimum 3 years or 100,000km	Standard warranty in Belize
COLOR	Black	black (To avoid uniformity with other Police Vehicles)

MANUAL PUBLICATIONS	AND	Each vehicle with owner manuals, and service manuals	For driving and maintenance purposes
OTHER FEATURES		Floor mats; door locks; etc.	Standard features needed on vehicles for this purpose
MAINTENANCE		Capable of being maintained commercially in Belize with effective costs	Availability to get parts and service from local vendors (in Belize)
PERFORMANCE		Proven durability, reliability, safety	A very reliable vehicle to avoid break downs and excessive maintenance cost
Towing Capability		yes with Trailer hitch	The vehicle will be used by the Belize police department and will require towing
Safety Alert		Rear cross Traffic Alert (RCTA), Pre Collision System with Pedestrian Detection, backup camera	To assist in minimizing accidents
Safety feature		Front Grill and lower front bumper	

NOTE: The offerors shall quote prices for the subject vehicle without the customs duties and/or taxes normally charged by the Government of Belize. The American Embassy in Belize will assist the Contractor in obtaining the necessary customs and tax exemption documentation and arranging for duty free clearance of the vehicle imported into Belize in accordance with Section 12.0 “Customs Clearance and Tax Exemptions”, of this RFQ.

5.0 COMPLIANCE WITH SPECIFICATIONS

The offerors shall submit with their offer, for the proposed vehicle model, a detailed matrix indicating that the specifications of the offered vehicle are in compliance with the required minimum specifications set forth in Section 4, Description/Specifications of Vehicle, of this RFQ. Any deviations to the required minimum specifications shall be clearly stated in the remarks column of the matrix. Product literature and/or catalog shall be provided as supplement to the specification data of the proposed vehicle model.

6.0 OTHER SPECIFIC REQUIREMENTS

The Contractor shall comply with any specific vehicle import requirements mandated by the destination country. Further, the Contractor shall provide all the necessary documentation required by the destination country for import of the proposed vehicle model.

7.0 WARRANTY

Minimum 3 years or 100,000km warranty. The contractor shall have local representative or dealer in Belize. The contractor shall inform their local representative of vehicle warranty, availability of spare parts.

8.0 PREPARATION FOR DELIVERY OF VEHICLE

The vehicle shall be supplied in drive-away condition, to include all fluid levels in normal operating ranges.

9.0 MARKING AND SUBMISSION OF DOCUMENTS

RESERVED

10.0 DELIVERY SCHEDULE

The vehicle shall be delivered to the U.S. Embassy Belmopan, within sixty (90) calendar days after award of the contract resulting from this solicitation.

11.0 PLACE OF DELIVERY

The vehicle shall be delivered to:

U.S. Embassy Belmopan
Floral Park Road
Belmopan City, Belize

12.0 CUSTOMS CLEARANCE AND TAX EXEMPTIONS

The U.S. Government will assist the Contractor in obtaining customs clearance and tax exemption documentation.

13.0 INSPECTION AND ACCEPTANCE OF VEHICLE

The inspection and acceptance of the vehicle shall be performed by the U.S. Government upon arrival. The payment to the Contractor shall be made following satisfactory inspection and acceptance of the vehicle, and upon presentation of the certificates of origin.

14.0 SUBMISSION OF INVOICES

The invoice along with a copy of the applicable bill of lading, shall be submitted to the following email for payment:

Belmopaninvoices@state.gov .

15.0 PERIOD FOR ACCEPTANCE OF OFFERS

The offeror agrees to hold the prices in its offer firm for thirty (30) calendar days from the date specified for receipt of offers.

CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS AWARDED BY OVERSEAS CONTRACTING ACTIVITIES (Current thru FAC 2020-03, dated 02/12/2020)

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:

<https://www.acquisition.gov/far>

DOSAR clauses may be accessed at: <http://www.statebuy.state.gov/dosar/dosartoc.htm>

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

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)	MAR 2008
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

- 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items. (JAN 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. 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:

— (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (*Sept* 2006), 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 (*Oct* 2015) ([41 U.S.C. 3509](#))).

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

— (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (*Oct* 2018) (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. (*Oct* 2015) ([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 (*Nov 2011*) ([15 U.S.C.657a](#)).

— (ii) Alternate I (*Nov 2011*) of [52.219-3](#).

— (12)

(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (*Oct 2014*) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

— (ii) Alternate I (*Jan 2011*) of [52.219-4](#).

— (13)[Reserved]

— (14)

(i) [52.219-6](#), Notice of Total Small Business Set-Aside (*Nov 2011*) ([15 U.S.C.644](#)).

— (ii) Alternate I (*Nov 2011*).

— (iii) Alternate II (*Nov 2011*).

— (15)

(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (*June 2003*) ([15 U.S.C. 644](#)).

— (ii) Alternate I (*Oct 1995*) of [52.219-7](#).

— (iii) Alternate II (*Mar 2004*) 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 (*Aug 2018*) ([15 U.S.C. 637\(d\)\(4\)](#)).

— (ii) Alternate I (*Nov 2016*) of [52.219-9](#).

— (iii) Alternate II (*Nov 2016*) of [52.219-9](#).

— (iv) Alternate III (*Nov 2016*) of [52.219-9](#).

— (v) Alternate IV (*Aug 2018*) of [52.219-9](#)

— (18) [52.219-13](#), Notice of Set-Aside of Orders (*Nov 2011*) ([15 U.S.C. 644\(r\)](#)).

- (19) [52.219-14](#), Limitations on Subcontracting (*Jan* 2017) ([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 (*Oct* 2019) ([15 U.S.C. 657f](#)).
- (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (*Jul* 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (*Dec* 2015) ([15 U.S.C. 637\(m\)](#)).
- (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (*Dec* 2015) ([15 U.S.C. 637\(m\)](#)).
- X** (25) [52.222-3](#), Convict Labor (*June* 2003) (E.O.11755).
- X** (26) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (*Jan* 2020) (E.O.13126).
- X** (27) [52.222-21](#), Prohibition of Segregated Facilities (*Apr* 2015).
- X** (28) (i) [52.222-26](#), Equal Opportunity (*Sept* 2016) (E.O.11246).
 - (ii) Alternate I (*Feb* 1999) of [52.222-26](#).
- (29) (i) [52.222-35](#), Equal Opportunity for Veterans (*Oct* 2015) ([38 U.S.C. 4212](#)).
 - (ii) Alternate I (*July* 2014) of [52.222-35](#).
- X** (30) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (*Jul* 2014) ([29 U.S.C.793](#)).
 - (ii) Alternate I (*July* 2014) of [52.222-36](#).
- (31) [52.222-37](#), Employment Reports on Veterans (*Feb* 2016) ([38 U.S.C. 4212](#)).
- (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (*Dec* 2010) (E.O. 13496).
- X** (33) (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).
- X** (34) [52.222-54](#), Employment Eligibility Verification (*Oct* 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- (35)

(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.)

— (36) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (*Jun 2016*) (E.O. 13693).

— (37) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (*Jun 2016*) (E.O. 13693).

— (38) (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](#).

X (39) (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](#).

— (40) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (*Dec 2007*) ([42 U.S.C. 8259b](#)).

— (41) (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](#).

— (42) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (*Aug 2011*) (E.O. 13513).

— (43) [52.223-20](#), Aerosols (*Jun 2016*) (E.O. 13693).

X (44) [52.223-21](#), Foams (*Jun 2016*) (E.O. 13693).

— (45) (i) [52.224-3](#) Privacy Training (*Jan 2017*) (5 U.S.C. 552 a).

— (ii) Alternate I (*Jan 2017*) of [52.224-3](#).

— (46) [52.225-1](#), Buy American-Supplies (*May 2014*) ([41 U.S.C. chapter 83](#)).

— (47) (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](#).

— (48) [52.225-5](#), Trade Agreements (Oct 2019) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).

— (49) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

X (50) [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).

— (51) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

— (52) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

— (53) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).

— (54) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).

— (55) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) ([31 U.S.C. 3332](#)).

X (56) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C.3332](#)).

— (57) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C.3332](#)).

— (58) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

— (59) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

— (60)

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

— (ii) Alternate I (Apr 2003) of [52.247-64](#).

— (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) [52.222-17](#), Nondisplacement of Qualified Workers (*May* 2014)(E.O. 13495).
- (2) [52.222-41](#), Service Contract Labor Standards (*Aug* 2018) ([41 U.S.C. chapter 67](#)).
- (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (*May* 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- (4) [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](#)).
- (5) [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](#)).
- (6) [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](#)).
- (7) [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](#)).
- (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (*Dec* 2015).
- (9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (*Jan* 2017) (E.O. 13706).
- (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (*May* 2014) ([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, 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 (*Oct* 2015) ([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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vi) [52.222-17](#), Nondisplacement of Qualified Workers (*May* 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(vii) [52.222-21](#), Prohibition of Segregated Facilities (*Apr* 2015).

(viii) [52.222-26](#), Equal Opportunity (*Sept* 2015) (E.O.11246).

(ix) [52.222-35](#), Equal Opportunity for Veterans (*Oct* 2015) ([38 U.S.C.4212](#)).

(x) [52.222-36](#), Equal Opportunity for Workers with Disabilities (*Jul* 2014) ([29 U.S.C.793](#)).

(xi) [52.222-37](#), Employment Reports on Veterans (*Feb* 2016) ([38 U.S.C.4212](#))

(xii) [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](#).

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

(xiv)

(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](#)).

(xv) [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](#)).

(xvi) [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](#)).

(xvii) [52.222-54](#), Employment Eligibility Verification (*Oct 2015*) (E.O. 12989).

(xviii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (*Dec 2015*).

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

(xx)

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

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

(xxi) [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](#)).

(xxii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (*May 2014*) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxiii) [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)

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)	APR 2004
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
652.242-71	Notice of Shipments	JUL 1988
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 Issuance Procedures (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

(End of clause)