AMENDMENT OF SOLICITATION	ON/MODIFICATION OF	CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 19CA5218Q0005-A001	3. EFFECTIVE DATE February 26, 2018		N/PURCHASE REQ. NO. PR6993821	5. PROJECT NO. (If applicable) 2018 Automobile Insurance
6. ISSUED BY	CODE	7. ADMINIST	ERED BY (If other than Item	6) CODE
U.S. Embassy – Ottawa General Services Office P.O. Box 866, Station B Ottawa, ON K1P 5T1				
8. NAME AND ADDRESS OF CONTRACT	TOR (NO., street, city, county, State,	, and ZIP Code)	A CONTRACTOR OF THE PROPERTY O	OF SOLICITATION NO. 19CA5218Q0005
Rhodes & Williams Insurance Brokers			9b. DATED (SEE I	TEM 11) January 31, 2018
1050 Morrison Drive Ottawa, ON K2H 8K7			10a. MODIFICATI	ON OF CONTRACT/ORDER NO.
Toll Free: 1-888-391-8379			10b. DATED (SEE .	ITEM 13)
11.	THIS ITEM ONLY APPLIES T	O AMENDMENTS	OF SOLICITATIONS	
IT A. THIS CHANGE ORDER IS ISS	Tarate letter or telegram which incoment TO BE RECEIVED A DOTE SPECIFIED MAY Real ready submitted, such change in and this amendment, and is recon DATA (If required) IS ITEM APPLIES ONLY TO ME MODIFIES THE CONTRACT/OUED PURSUANT TO: (Specify author)	cludes a reference that THE PLACE ESULT IN REJECTION TO THE PLACE OF T	o the solicitation and amend DESIGNATED FOR THE CTION OF YOUR OFFE elegram or letter, provided to opening hour and date specific CONTRACTS/ORDERS, SCRIBED IN ITEM 14.	dment numbers. E RECEIPT OF R. If by virtue of this each telegram ified.
CONTRACT ORDER NO. IN I' B. THE ABOVE NUMBERED CO office, appropriation date, etc.)		O REFLECT THE A	ADMINISTRATIVE CHANGI IORITY OF FAR 43.103(b)	ES (such as changes in paying
C. THIS SUPPLEMENTAL AGRE	EMENT IS ENTERED INTO PURS	SUANT TO AUTHO	RITY OF:	
D. OTHER (Specify type of modifica	ation and authority)			
E. IMPORTANT: Contractor [] is not, [X] 14. DESCRIPTION OF AMENDMENT/MO			to the issuing office.	which matter where fearths
Paragraph 3, Page 2 is revised to allow for 20% Paragraph 6, Page 2 is revised to amend the mi Paragraph 10, Page 6 is revised to allow for 20 Except as provided herein, all terms and condit The enclosed full version of RFQ #19CA5218. The hour and date specified for receipt of Offe	6 deviation from the initially estimated in the initially estimated in the initially estimated when the initially estimated in the initial state of the document referenced in 10,0005-A001 supersedes the initial F	ted quantities of insurance dinclude the insurance ated quantities of insurance ated quantities of insurance at 10A, as hard published on Jar	red vehicles during period of A ce premium adjustment mechanized vehicles during period of a cretofore changed, remains undurary 31, 2018 and shall be use	pril 1, 2018 - March 31, 2019. nism. April 1, 2018 - March 31, 2019. changed and in full force and effect.
15A. NAME AND TITLE OF SIGNER (T)	pe or print)		OF CONTRACTING OFFIC	ER
15B. NAME OF CONTRACTOR/OFFERO	OR 15C.DATE		o STATES OF AMERICA	16C.DATE SIGNED
135. THE ST CONTINUE TO WOLFE ENO	SIGNED	1	1	February 26, 2018
BY(Signature of person authorized to si	ion)	BY V	nature of Contracting Officer)	
NSN 7540-01-152-8070	8")		Standard Form 30 (revi	
Previous edition unusable			Prescribed by GSA FAI	R (48 CFR) 53.243

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Paragraph 1: TYPE OF CONTRACT

This is a requirement for an Indefinite Quantity / Definite Delivery type Purchase Order for the organizational automobile insurance policy.

Paragraph 2: PERIOD OF PERFORMANCE

The Contractor shall provide automobile insurance services for approximately 100 automobiles for the period starting on April 1, 2018 and continuing for 12 months until March 31, 2019.

Paragraph 3: SCOPE OF VEHICLE INSURANCE SERVICES

The Contractor shall provide insurance coverage and management of the related services for the U.S. Government owned official motor vehicles registered in Canada and operating under the authority of the U.S. Diplomatic Mission in Canada. All insurance premiums shall represent the lowest priced standard insurance coverage legally required by the Provincial Governments. At a minimum, the annual insurance coverage costs must include the following types of coverage:

- Minimum legally required, province-specific third-party liability coverage. Note: No increased liability and accident benefits coverage is required.
- Minimum legally required, province-specific statutory accident benefits coverage.
 Note: No optional accident benefits coverages are required.
- Minimum legally required, province specific direct compensation property damage (DC-PD) coverage for the province of residence only.
- Minimum legally required, province specific bodily injuries coverage (to include passengers riding in the vehicle other than the driver)

The Government intends to award this contract based on the quantity of the U.S. Government owned motor vehicles registered in Canada under the authority of the U.S. Diplomatic Mission in Canada as of January 31, 2018. It is anticipated that the quantity and/or type of vehicles registered under the U.S. Diplomatic Mission in Canada may increase or decrease by 20% during the contract term from April 1, 2018 to March 31, 2019.

Paragraph 4: AUTOMOBILE INSURANCE POLICY ADMINISTRATION

The Contractor shall provide a representative for the daily administration of this contract. Without cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the Contractor.

The contract shall provide monthly accident reports, if any. These reports shall, as a minimum, contain the following information:

- Date and place of accident
- Embassy driver involved
- Identification and license plate of Embassy vehicle
- Type of coverage
- Which party is liable for the accident and why
- Name and address of adverse party
- Name and address of adverse insurance company
- Current status of settlement, if pending explain why
- If a case is settled, give date of settlement, name of party who was reimbursed
- Date of reimbursement
- In case settlement payment is made directly to a garage, date of payment

Paragraph 5: ORDERING

Following the award of this contract, the Contracting Officer will issue a range of funded task orders for multiple groups of automobiles at multiple locations. The total quantity of vehicles covered by the insurance policy shall be within the minimum and maximum quantities specified below.

Paragraph 6: MINIMUM AND MAXIMUM QUANTITIES

For the duration of this contract, the vendor of the insurance policy may be required to provide additional insurance coverage and insurance cards, or cancel previously issued insurance coverage and insurance cards, within the maximum and minimum quantities referenced below:

Estimated quantity of automobiles: 100 units Maximum quantity of automobiles: 120 units Minimum quantity of automobiles: 80 units

The premium for each vehicle shall be adjusted on the following basis:

- a) For every vehicle added to the insurance policy during period from April 1, 2018 to March 31, 2019, the policy holder shall be required to pay 50% of the annual premium to the insurance provider.
- b) For every vehicle deleted from the insurance policy during period from April 1, 2018 to March 31, 2019, the insurance provider shall be required to issue a refund corresponding to 50% of the annual premium to the insurance policy holder.

Additional insurance coverage within specified minimum and maximum quantities may be issued to any of the following categories of vehicles:

Sedan
Sport Utility Vehicle
Mini Van
Cargo Van
Cube Van
12 Passenger Van
15 Passenger Van
Truck

Additional insurance coverage within specified minimum and maximum quantities may be issued at any of the following geographical locations:

Calgary, Alberta Edmonton, Alberta Winnipeg, Manitoba Toronto, Ontario Ottawa, Ontario Montreal, Quebec Quebec City, Quebec Halifax, Nova Scotia

A detailed list of the U.S. Mission Canada fleet inventory, outlining the location, make, and model will be provided to prospective Offerors upon award of the resulting contract.

Paragraph 7: VALUE ADDED TAX

The Contractor shall include VAT as a separate charge on the Invoice and as a separate charge in Section B.

Paragraph 8: INVOICING PROCEDURES

The Vendor Invoice shall be submitted electronically by email in English to **OttawaInvoices@state.gov**, referencing the U.S. Embassy Order Number in the "Subject:" of an email. A proper invoice shall include the following information:

- ☑ Vendor legal name and remittance address
- ☑ Vendor contact information (Name, Phone, Email)
- ĭ Task Order/Contract number
- ☑ Invoice date, invoice number, customer number (if applicable)
- ☑ Description of goods/services, quantity, price and term of performance corresponding to the contract line items (CLINS)
- ☒ Applicable taxes outlined separately
- ☑ Bill to: U.S. Embassy, Ottawa, ON

New Vendors shall submit an Electronic Funds Transfer (EFT) Registration form to: MissionCanadaEFT@state.gov

Incorrect Invoices will be returned to Vendors.

Payment shall be made by Electronic Funds Transfer within 30 calendar days upon acceptance of the ordered goods/services and delivery of a correct invoice.

After 30 days, direct payment status inquiries to: MissionCanadaPMT@state.gov

Paragraph 9: PRICING

Contractor's premiums shall include all costs including personnel, administration, management, labor, transportation, overhead and profit. All premiums shall be provided by the Offeror in Canadian Dollars and included in the pricing table below:

Vehicle Type	Annual Cost per Unit (CAD)	Estimated Quantity of Vehicles	Sub-Total before Tax	Value Added Tax (HST, GST, PST, QST)	Total Cost Incl. Value Added Tax (CAD)
Calgary				, _ ,	
SUV		6			
Edmonton					
SUV		1			
Halifax					
Sedan		1			
SUV		3			
Montreal					
Minivan		1			
Sedan		1			
SUV		13			
Ottawa					
12 Pax Van		1			
15 Pax Bus		1			
Cargo Van		1			
Cube Van		1			
Minivan		3			
Sedan		4			
SUV		36			
Truck		2			
Quebec					
SUV		2			
Toronto					
Cargo Van		1			
Minivan		2			
Sedan		1			
SUV		15			
Truck		1			
Winnipeg					
SUV		3			
Grand		Estimated			
Total:		Quantity:			
(CAD)		100 Cars			

Paragraph 10:

VEHICLE INVENTORY CHANGES DURING SOLICITATION-AWARD PERIOD

The Government reserves the option to acquire or dispose of up to 20% of the vehicle inventory for the duration of solicitation-award period. The Government intends to award this contract on or before March 15, 2018. The quantities and types of vehicles included in the Task Orders for annual insurance policy may be adjusted to reflect the actual fleet inventory levels using the premiums listed below. The Offeror is required to include annual cost of insurance premiums in Canadian Dollars for each type of vehicles and geographical areas:

Province of Alberta

110 / 11100 01 1110 01 00			
Vehicle Type	Premium		
Sedan			
Sport Utility Vehicle			
Mini Van			
Cargo Van			
Cube Van			
12 Passenger Van			
15 Passenger Van			
Truck			

Province of Manitoba

Vehicle Type	Premium
Sedan	
Sport Utility Vehicle	
Mini Van	
Cargo Van	
Cube Van	
12 Passenger Van	
15 Passenger Van	
Truck	

Province of Ontario

Vehicle Type	Premium
Sedan	
Sport Utility Vehicle	
Mini Van	
Cargo Van	
Cube Van	
12 Passenger Van	
15 Passenger Van	
Truck	

Province of Ouebec

Vehicle Type	Premium
Sedan	
Sport Utility Vehicle	
Mini Van	
Cargo Van	
Cube Van	
12 Passenger Van	
15 Passenger Van	
Truck	

Province of Nova Scotia

1 Tovince of Nova Scotia			
Vehicle Type	Premium		
Sedan			
Sport Utility Vehicle			
Mini Van			
Cargo Van			
Cube Van			
12 Passenger Van			
15 Passenger Van			
Truck			

Paragraph 11: INSTRUCTIONS TO OFFEROR.

Each offer must consist of the following:

- 1. List of clients over the past 3 years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). In addition, the client's contact person may be asked to comment on the offeror's:
 - Quality of services provided under the contract;
 - Compliance with contract terms and conditions;
 - Effectiveness of management;
 - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
 - Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

- 2. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- 3. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.

The offeror shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation.

Paragraph 12: BASIS FOR AWARD

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible Contractor. The evaluation process will follow the procedures below:

Paragraph 13: TECHNICAL EVALUATION

The Government will evaluate all proposals received will be evaluated to ensure that each proposal is complete in terms of submission of each required volume, as specified in this

document. The Government may eliminate proposals that are missing required information.

Paragraph 14: RESPONSIBILITY DETERMINATION

The Government will determine 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
- otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified following FAR 15.503.

Paragraph 15: OFFEROR'S/CONTRACTOR'S REGISTRATION IN THE SYSTEM FOR AWARD MANAGEMENT

It is anticipated that the maximum amount of the contract resulting from this solicitation will exceed \$30,000 US Dollars. As prescribed in FAR 52.212, the offeror is required to register, or renew the existing registration in the U.S. Government System for Award Management (SAM), available at the following URL: www.SAM.gov. The SAM registration process normally takes 30 calendar days. The offerors are encouraged to initiate the SAM registration/renewal process early in the solicitation stage, to ensure availability of their company name in the U.S. Government electronic procurement system by the time when the award decision is to be made.

By signing a response to this solicitation, prospective Contractor shall accept and comply with the applicable standard purchase order clauses included below:

Addendum A

CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS AWARDED BY OVERSEAS CONTRACTING ACTIVITIES

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
52.204-9	Personal Identity Verification of Contractor Personnel (if	JAN 2011
	contractor requires physical access to a federally-	
	controlled facility or access to a Federal information	
	system)	
52.212-4	Contract Terms and Conditions – Commercial Items	JAN 2017
	(Alternate I (MAY 2014) of 52.212-4 applies if the order	
	is time-and-materials or labor-hour)	
52.225-19	Contractor Personnel in a Diplomatic or Consular	MAR 2008
	Mission Outside the United States (applies to services at	
	danger pay posts only)	
52.227-19	Commercial Computer Software License (if order is for	DEC 2007
	software)	
52.228-3	Workers' Compensation Insurance (Defense Base Act)	JUL 2014
	(if order is for services and contractor employees are	
	covered by Defense Base Act insurance)	
52.228-4	Workers' Compensation and War-Hazard Insurance (if	APR 1984
	order is for services and contractor employees are <u>not</u>	
	covered by Defense Base Act insurance)	

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items (Jan 2017)

(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) <u>52.209-10</u>, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (2) <u>52.233-3</u>, Protest After Award (Aug 1996) (<u>31 U.S.C. 3553</u>).
- (3) <u>52.233-4</u>, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (<u>19 U.S.C. 3805 note</u>)).
- (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 checked as appropriate.]

- __ (1) <u>52.203-6</u>, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (<u>41 U.S.C. 4704</u> and <u>10 U.S.C. 2402</u>).
- (2) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (Oct 2015) (<u>41 U.S.C.</u> <u>3509</u>)).
- (3) <u>52.203-15</u>, 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) <u>52.204-10</u>, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (<u>31 U.S.C. 6101 note</u>).
- __(5) [Reserved].
- __(6) <u>52.204-14</u>, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- __ (7) <u>52.204-15</u>, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (8) <u>52.209-6</u>, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
- (9) <u>52.209-9</u>, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- __(10) [Reserved].
- __(11)(i) <u>52.219-3</u>, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (<u>15 U.S.C. 657a</u>).
- __(ii) Alternate I (Nov 2011) of <u>52.219-3</u>.
- (12)(i) <u>52.219-4</u>, 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) (<u>15 U.S.C. 657a</u>).
- __ (ii) Alternate I (Jan 2011) of <u>52.219-4</u>.
- __(13) [Reserved]
- __(14)(i) <u>52.219-6</u>, Notice of Total Small Business Set-Aside (Nov 2011) (<u>15 U.S.C.</u> <u>644</u>).
- (ii) Alternate I (Nov 2011).
- __ (iii) Alternate II (Nov 2011).
- __ (15)(i) <u>52.219-7</u>, Notice of Partial Small Business Set-Aside (June 2003) (<u>15 U.S.C.</u> <u>644</u>).
- __ (ii) Alternate I (Oct 1995) of <u>52.219-7</u>.

- (iii) Alternate II (Mar 2004) of <u>52.219-7</u>.
- (16) <u>52.219-8</u>, Utilization of Small Business Concerns (Nov 2016) (<u>15 U.S.C.</u> <u>637(d)(2)</u>and (3)).
- (17)(i) <u>52.219-9</u>, Small Business Subcontracting Plan (Nov 2016) (<u>15 U.S.C.</u> <u>637(d)(4)</u>).
- (ii) Alternate I (Nov 2016) of <u>52.219-9</u>.
- __(iii) Alternate II (Nov 2016) of <u>52.219-9</u>.
- (iv) Alternate III (Nov 2016) of <u>52.219-9</u>.
- __(v) Alternate IV (Nov 2016) of <u>52.219-9</u>.
- __ (18) <u>52.219-13</u>, Notice of Set-Aside of Orders (Nov 2011) (<u>15 U.S.C. 644(r)</u>).
- (19) <u>52.219-14</u>, Limitations on Subcontracting (Nov 2011) (<u>15</u> U.S.C. 637(a)(14)).
- (20) <u>52.219-16</u>, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (<u>15 U.S.C.</u> <u>637(d)(4)(F)(i)</u>).
- (21) <u>52.219-27</u>, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (<u>15 U.S.C. 657 f</u>).
- (22) <u>52.219-28</u>, Post Award Small Business Program Rerepresentation (Jul 2013) (<u>15</u> U.S.C. 632(a)(2)).
- (23) <u>52.219-29</u>, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (<u>15 U.S.C.</u> 637(m)).
- __(24) <u>52.219-30</u>, 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)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) <u>52.222-19</u>, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- (27) <u>52.222-21</u>, Prohibition of Segregated Facilities (Apr 2015).
- __(28) <u>52.222-26</u>, Equal Opportunity (Sept 2016) (E.O. 11246).
- __ (29) <u>52.222-35</u>, Equal Opportunity for Veterans (Oct 2015)(<u>38 U.S.C. 4212</u>).
- __(30) <u>52.222-36</u>, Equal Opportunity for Workers with Disabilities (Jul 2014) (<u>29</u> U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- __ (32) <u>52.222-40</u>, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (33)(i) <u>52.222-50</u>, Combating Trafficking in Persons (Mar 2015) (<u>22 U.S.C. chapter</u> 78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) <u>52.222-54</u>, 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) <u>52.222-59</u>, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become

- effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- (36) <u>52.222-60</u>, Paycheck Transparency (Executive Order 13673) (OCT 2016).
- __ (37)(i) <u>52.223-9</u>, Estimate of Percentage of Recovered Material Content for EPA—Designated Items (May 2008) (<u>42 U.S.C. 6962(c)(3)(A)(ii)</u>). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (ii) Alternate I (May 2008) of <u>52.223-9</u> (<u>42 U.S.C. 6962(i)(2)(C)</u>). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (38) <u>52.223-11</u>, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- __ (39) <u>52.223-12</u>, 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 <u>52.223-13</u>.
- __ (41)(i) <u>52.223-14</u>, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ___(ii) Alternate I (Jun 2014) of <u>52.223-14</u>.
- __(42) <u>52.223-15</u>, Energy Efficiency in Energy-Consuming Products (Dec 2007) (<u>42</u> U.S.C. 8259b).
- __ (43)(i) <u>52.223-16</u>, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of <u>52.223-16</u>.
- __ (44) <u>52.223-18</u>, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- __(45) <u>52.223-20</u>, Aerosols (Jun 2016) (E.O. 13693).
- __ (46) <u>52.223-21</u>, Foams (Jun 2016) (E.O. 13693).
- __ (47) <u>52.225-1</u>, Buy American—Supplies (May 2014) (<u>41 U.S.C. chapter 83</u>).
- ____(48)(i) <u>52.225-3</u>, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (<u>41 U.S.C. chapter 83</u>, <u>19 U.S.C. 3301</u> note, <u>19 U.S.C. 2112</u> note, <u>19 U.S.C.</u> <u>3805</u> note, <u>19 U.S.C. 4001</u> 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 <u>52.225</u>-3.
- __(iii) Alternate II (May 2014) of <u>52.225-3</u>.
- __ (iv) Alternate III (May 2014) of <u>52.2</u>25-3.
- ___(49) <u>52.225-5</u>, Trade Agreements (Oct 2016) (<u>19 U.S.C. 2501</u>, et seq., <u>19 U.S.C.</u> 3301note).
- __ (50) <u>52.225-13</u>, 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).
- __(51) <u>52.225-26</u>, 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; <u>10 U.S.C. 2302 Note</u>).
- __ (52) <u>52.226-4</u>, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (<u>42</u> U.S.C. 5150).

- __(53) <u>52.226-5</u>, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- __(54) <u>52.232-29</u>, Terms for Financing of Purchases of Commercial Items (Feb 2002) (<u>41 U.S.C. 4505</u>, <u>10 U.S.C. 2307(f)</u>).
- __(55) <u>52.232-30</u>, Installment Payments for Commercial Items (Oct 1995) (<u>41 U.S.C.</u> <u>4505</u>, <u>10 U.S.C.</u> <u>2307(f)</u>).
- _X_ (56) <u>52.232-33</u>, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- __ (57) <u>52.232-34</u>, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (<u>31 U.S.C. 3332</u>).
- (58) <u>52.232-36</u>, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- __(59) <u>52.239-1</u>, Privacy or Security Safeguards (Aug 1996) (<u>5 U.S.C. 552a</u>).
- __ (60)(i) <u>52.247-64</u>, 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 <u>52.247-64</u>.
- (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 checked as appropriate.]

- __(1) <u>52.222-17</u>, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- (2) <u>52.222-41</u>, Service Contract Labor Standards (May 2014) (<u>41 U.S.C. chapter 67</u>).
- (3) <u>52.222-42</u>, Statement of Equivalent Rates for Federal Hires (May 2014) (<u>29 U.S.C.</u> <u>206</u> and <u>41 U.S.C. chapter 67</u>).
- __(4) <u>52.222-43</u>, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (<u>29 U.S.C. 206</u> and <u>41 U.S.C. chapter 67</u>).
- __ (5) <u>52.222-44</u>, 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) <u>52.222-51</u>, 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) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).
- (8) <u>52.222-55</u>, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (9) <u>52.222-62</u>, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- __(10) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (<u>42 U.S.C. 1792</u>).
- __ (11) <u>52.237-11</u>, Accepting and Dispensing of \$1 Coin (Sept 2008) (<u>31 U.S.C.</u> <u>5112(p)(1)</u>).
- (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 <u>52.215-2</u>, 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) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (Oct 2015) (<u>41 U.S.C.</u> <u>3509</u>).
- (ii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C.
- $\underline{637(d)(2)}$ 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 $\underline{52.219}$ - $\underline{8}$ in lower tier subcontracts that offer subcontracting opportunities.
- (iii) <u>52.222-17</u>, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
- (v) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (vii) <u>52.222-36</u>, Equal Opportunity for Workers with Disabilities (Jul 2014) (<u>29 U.S.C.</u> 793).
- (viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)
- (ix) <u>52.222-40</u>, 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.
- (x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (xi) <u>52.222-50</u>, Combating Trafficking in Persons (Mar 2015) (<u>22 U.S.C. chapter 78</u> and E.O 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
- (xii) <u>52.222-51</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (<u>41 U.S.C. chapter 67</u>).

- (xiii) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xv) <u>52.222-55</u>, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xvi) <u>52.222-59</u>, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- Note to paragraph (e)(1)(xvi): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- (xvii) <u>52.222-60</u>, Paycheck Transparency (Executive Order 13673) (Oct 2016)). (xviii) <u>52.222-62</u>, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix) <u>52.225-26</u>, 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; <u>10 U.S.C. 2302 Note</u>).
- (xx) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (<u>42 U.S.C. 1792</u>). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxi) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (<u>46 U.S.C. Appx. 1241(b)</u> and <u>10 U.S.C. 2631</u>). 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,	AUG 1999
	As Amended (if order exceeds simplified acquisition	
	threshold)	
652.229-70	Excise Tax Exemption Statement for Contractors Within	JUL 1988
	the United States (for supplies to be delivered to an	
	overseas post)	
652.229-71	Personal Property Disposition at Posts Abroad	AUG 1999
652.237-72	Observance of Legal Holidays and Administrative Leave	APR 2004
	(for services where performance will be on-site in a	
	Department of State facility)	
652.239-71	Security Requirements for Unclassified Information	SEP 2007
	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)	
652.242-70	Contracting Officer's Representative (if a COR will be	AUG 1999
	named for the order) Fill-in for paragraph b: "The COR	
	is"	
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)