

American Embassy, New Delhi, India Shanti Path, Chanakyapuri, New Delhi-110021 Phone No. 91-11-24l98728 Fax No. 91-11-24l98278

Solicitation No. 191N65-18-Q-0099_A001

Name & address of Offeror

Issued by: GSO/Contracting

Date: August 16, 2018

You are invited to submit your competitive quote for supply of "Air Purifiers" as per specification provided in Annexure-A. Please submit your quote via email at newdelhibids@state.gov, no later than 1700 hours on 23, 2018. Offers submitted on any other e-mail shall not be considered for evaluation. The Offeror must write their name, address and contact phone number on each page. The Contracting Officer shall provide additional information and/or clarifications concerning this solicitation.

Goods - Description

1. Supply of "Air Purifiers" as per specifications in Annexure-A and FAR & DOSAR Clauses in Annexure-B.

Price (vendor to fill the prices)

Item	Item Description	Quantit	Unit	Amount
#		y	Price	
1	Air purifiers for large rooms & work place	18		
2	Particle filters for item # 1	36		
3	Air purifiers for normal rooms & work	5		
	place			
4	Particle filters for item # 3	10		
	Sub-total			
a) Freight + Insurance up to Inland Container Depot (ICD)				
Tuglakabad in Delhi. Custom clearance and onward freight is in			eight is in	
Embassy's scope. (applicable only to overseas supplies)*				
b) Freight (delivered at Embassy premises at Chanakyapuri)			ri)	
(applicable only for local supplies) #				
c) GST (material + freight) (applicable only for local supplies) #				
Grand Total				

^{*} Only applicable to vendors bidding in USD (United States Dollars \$) and supplies shall come from overseas or local vendors bidding on High Sea Sale basis.

[#] Only applicable to vendors bidding in INR (Indian Rupee) and supplies shall come locally.

2. <u>Currency of offer submission:</u>

- **2.1** All overseas offers must be in United States Dollars (USD \$).
- **2.2** Local offerors can submit their offers in either Indian Rupees (INR) or United States Dollars (USD \$) on High Sea Sale basis.
- **2.3** The offerors quoting in USD shall quote prices for the subject air purifiers without the customs duties and/or taxes normally charged by the Government of India. The American Embassy in New Delhi will be obtaining the necessary customs and tax exemption documentation, and arranging for duty free clearance of the air purifiers imported in to India.
- **2.4** This will be a firm fixed price Contract with no additional charges for currency fluctuation.
- **2.5** For the evaluation purpose the Government will evaluate offers by converting the Foreign / INR currency to United States currency using the exchange rate used by the Embassy in effect as follows:
 - (1) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
 - (2) For acquisitions conducted using negotiation procedures:
 - (a) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (b) On the date specified for receipt of proposal revisions.

3. Mandatory Documents submission along with offer:

- **3.1** Technical catalogue/data sheet of the offered product along with your offer.
- **3.2** List of clients along with their contact details where you have supplied similar type of products.
- **3.3** Delivery time.

Note: Offers without the above documents shall not be considered for evaluation.

4. Other Requirement:

4.1 This solicitation requires registration with the **System for Award Management (SAM)** prior to award of purchase order, pursuant to applicable regulations and guidelines. In order do business with U S Government it's mandatory to register with SAM. Registration information and the steps for obtaining DUNS number, NCAGE number and SAM are listed below:

For registering with SAM you would need NCAGE number and DUNS number. Please get these numbers and then apply for SAM registration.

For DUNS number follow the link - http://fedgov.dnb.com/webform

For NCAGE number follow the link - http://www.dlis.dla.mil/nato/ObtainCAGE.asp

To register an entity in SAM, follow these steps:

- Step 1: Access the SAM online registration at www.sam.gov
- Step 2: Create a User Account.
- Step 3: Click on "Register New Entity" from the left side navigation pane. You must have a Data Universal Numbering System (DUNS**) number in order to begin the registration process.

- Step 4: Complete and submit the online registration. If you already have the necessary information on hand, the online registration takes approximately 30 minutes to complete, depending upon the size and complexity of your entity.
- **4.2** Goods and Service Tax (GST): If GST is applicable than in order to enable the Government to claim GST refunds, the offeror shall indicate GST separately. The supplier shall furnish tax invoice in accordance with New Delhi GST regulations.
- Custom Duty: US Embassy is exempt from custom duty, relevant exemption Documents For the same will be provided.

5. Evaluation Factors:

- 5.1 Award will be made to the "Lowest Price Technically Acceptable" offer. The U. S. Government reserves the Right to reject any offer that is unreasonably low or high.
- Record of Satisfactory Past performance based on the documents submitted as required 5.2 in Para 3.

6. Terms and Conditions:

- 6.1 If your offer is accepted, American Embassy will issue a **U S Government purchase** order.
- 6.2 Payment terms: American Embassy do not pay advance. Payment shall be made through EFT within 30 days of receipt of material at Embassy along with proper invoice.

If any offer is received late, accepting or rejecting the offer shall be at the sole discretion of the Contracting Officer (CO).

The offer should be submitted electronically by/before 1700 hours (India Time), August 23, 2018 at - Newdelhibids@state.gov with subject line "RFQ Number 191N65-18-Q-0099_A001 for Purchase of "Air Purifiers".

The Embassy reserves the right to reject any or all offers and to delete any portion/or items of the solicitation. Your offer should be valid for at least 60 days from the submission date. Once the Purchase Order is awarded, the prices shall hold good till the delivery is completed.

Name of the Offeror	
Signature	Dated
Telephone & FAX #	
Email Id:	

Sincerely,

Lvnn Nelson

Contracting Officer

ANNEXURE-A (SPECIFICATIONS)

Item # 1: Air purifiers for large rooms & work place with given below specifications.

Quantity – 18

S.#	Parameter Description	Parameter/ specification range
1	Air purifier required for the Area	1200 -1250 sq. Ft.
2	Electrical supply	220 volt, 50 Hz
3	Electrical Consumption	30-260 watts
4	Certification	Either CE or UL approved
5	Automatic operation as per air quality in the room	Yes
6	Caster	No
7	Sound Level	30 - 60 db(A)
8	Air quality indicator	Yes
9	Air filter replacement indicator	Yes
10	Auto restart feature after power failure	Yes
11	Air Changes per Hour	Five or more
12	clean air delivery rate for dust/ pollen/ smoke	900 cfm -1000 cfm
13	Particle filter 99.97% down to 0.1 micron	Yes
14	Speed	1,2,3, Auto
15	Warranty	Minimum One year
16	After sale services in India	Yes
17	Fitted with one set particle filters	Yes
18	Floor Mounted	Yes
19	Height	1100 - 1200 mm

Item # 2: Particle filters to captures 99.97% of particles down to 0.1 micron size for the same units as in item # 1

Quantity - 36

3. Item # 3: Air purifiers for normal rooms & work place with given below specifications **Quantity – 5**

S.#	Parameter Description	Parameter/ specification range
	Preferred model Blue Air or equivalent	
1	Air purifier required for the Area	600 -650 sq. Ft.
2	Electrical supply	220 volt, 50 Hz
3	Electrical Consumption	30-130 watts
4	Certification	Either CE or UL approved
5	Caster	YES
6	Sound Level	30 - 60 db(A)
7	Air filter replacement indicator	Yes
8	Auto restart feature after power failure	Yes
9	Air Changes per Hour	Five or more
10	clean air delivery rate for dust/ pollen/ smoke	400 cfm -450 cfm
11	Particle filter 99.97% down to 0.1 micron	Yes
12	Speed	1,2,3
13	Warranty	Minimum One year
14	After sale services in India	Yes
15	Fitted with one set particle filters	Yes
16	Floor Mounted	Yes
17	Height	650 - 675 mm

Item # 4: Particle filters to captures 99.97% of particles down to 0.1 micron size for the same units as in item # 3

Quantity - 10

ANNEXURE - B

CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS AWARDED BY OVERSEAS CONTRACTING ACTIVITIES (Current thru FAC 2005-75-83)

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 contractor requires physical access to a federally-controlled facility or access to a Federal information system)	JAN 2011
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)	JAN 2017
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

The following clause is provided in full text:

52.212-4 Contract Terms and Conditions—Commercial Items. (Jan 2017)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract. (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to <u>41 U.S.C. chapter 71</u>, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR <u>52.233-1</u>, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) Definitions. The clause at FAR <u>52.202-1</u>, Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) Invoice.
- (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—
- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered:
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., <u>52.232-33</u>, Payment by Electronic Funds Transfer—System for Award Management, or <u>52.232-34</u>, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures. (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.—
- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see <u>52.212-5</u>(b) for the appropriate EFT clause.
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—
- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
- (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected line item or subline item, if applicable; and
- (D) Contractor point of contact.
- (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6) Interest.
- (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in $\underline{41~U.S.C.~7109}$, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—
- (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
- (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see <u>32.607-2</u>).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
- (A) The date fixed under this contract.
- (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
- (A) The date on which the designated office receives payment from the Contractor;
- (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
- (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in <u>32.608-2</u> of the Federal Acquisition Regulation in effect on the date of this contract.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract. (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at <u>52.212-5</u>.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (t) System for Award Management (SAM).
- (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document. (2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-ofname agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through https://www.acquisition.gov.
- (u) Unauthorized Obligations
- (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or

liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (i) Any such clause is unenforceable against the Government.
- (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
- (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
- (2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
- (v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items (Jul 2018)

- (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>52.203-19</u>, 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) <u>52.204-23</u>, 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) <u>52.209-10</u>, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (4) <u>52.233-3</u>, Protest After Award (Aug 1996) (<u>31 U.S.C. 3553</u>).
- (5) <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:
- \underline{X} (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>).
- <u>X</u> (2) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (Oct 2015) (<u>41 U.S.C. 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.)
- <u>X</u> (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).
- X (9) 52.209-9, 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.</u> <u>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.</u> <u>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. 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. 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. 637(d)(2)</u> and (3)).
- __(17)(i) <u>52.219-9</u>, Small Business Subcontracting Plan (Jan 2017) (<u>15 U.S.C. 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 (Jan 2017) (<u>15 U.S.C. 637(a)(14)</u>).
- _ (20) <u>52.219-16</u>, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (<u>15 U.S.C.</u> 637(d)(4)(F)(i)).
- _ (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.S.C.</u> 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. 637(m</u>)).
- _ (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) (<u>15 U.S.C.</u> 637(m)).
- _ (25) <u>52.222-3</u>, Convict Labor (June 2003) (E.O. 11755).
- X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (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.S.C. 793</u>).
- __(31) <u>52.222-37</u>, 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).
- <u>X</u> (33)(i) <u>52.222-50</u>, Combating Trafficking in Persons (Mar 2015) (<u>22 U.S.C. chapter 78</u> and E.O. 13627).
- __ (ii) Alternate I (Mar 2015) of <u>52.222-50</u> (<u>22 U.S.C. chapter 78</u> 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 <u>22.1803</u>.)
- _ (35)(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.)
- _ (36) <u>52.223-11</u>, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- __ (37) <u>52.223-12</u>, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- _ (38)(i) <u>52.223-13</u>, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- _ (ii) Alternate I (Oct 2015) of 52.223-13.
- __ (39)(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 52.223-14.
- __(40) <u>52.223-15</u>, Energy Efficiency in Energy-Consuming Products (Dec 2007) (<u>42 U.S.C. 8259b</u>).
- _ (41)(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>.
- X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- _(43) <u>52.223-20</u>, Aerosols (Jun 2016) (E.O. 13693).
- _(44) <u>52.223-21</u>, Foams (Jun 2016) (E.O. 13693).
- __(45)(i) <u>52.224-3</u>, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- _ (ii) Alternate I (JAN 2017) of 52.224-3.
- __(46) <u>52.225-1</u>, Buy American—Supplies (May 2014) (<u>41 U.S.C. chapter 83</u>).
- _ (47)(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. 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>52.225-3</u>.
- _ (iii) Alternate II (May 2014) of <u>52.225-3</u>.
- (iv) Alternate III (May 2014) of <u>52.225-3</u>.
- __ (48) <u>52.225-5</u>, Trade Agreements (Oct 2016) (<u>19 U.S.C. 2501</u>, et seq., <u>19 U.S.C. 3301</u>note).
- <u>X</u> (49) <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).
- _ (50) <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>).
- __ (51) <u>52.226-4</u>, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (<u>42 U.S.C. 5150</u>).
- _ (52) <u>52.226-5</u>, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (<u>42 U.S.C. 5150</u>).
- X (53) <u>52.232-29</u>, Terms for Financing of Purchases of Commercial Items (Feb 2002) (<u>41 U.S.C.</u> 4505, 10 U.S.C. 2307(f)).
- _ (54) <u>52.232-30</u>, Installment Payments for Commercial Items (Jan 2017) (<u>41 U.S.C. 4505</u>, <u>10 U.S.C. 2307(f)</u>).
- X (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

- _ (56) <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>).
- __ (57) <u>52.232-36</u>, Payment by Third Party (May 2014) (<u>31 U.S.C. 3332</u>).
- __ (58) <u>52.239-1</u>, Privacy or Security Safeguards (Aug 1996) (<u>5 U.S.C. 552a</u>).
- __(59) <u>52.242-5</u>, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(12)).
- __ (60)(i) <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>).
- _(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:
- __(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. 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) (<u>29 U.S.C. 206</u> and <u>41 U.S.C. chapter 67</u>).
- _ (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) (<u>41</u> <u>U.S.C. chapter 67</u>).
- _ (7) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (<u>41 U.S.C. chapter 67</u>).
- __(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) $\underline{52.226-6}$, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ($\underline{42}$ $\underline{U.S.C. 1792}$).
- __(11) <u>52.237-11</u>, Accepting and Dispensing of \$1 Coin (Sept 2008) (<u>31 U.S.C. 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 <u>subpart 4.7</u>, 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) <u>52.203-19</u>, 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) <u>52.204-23</u>, 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) <u>52.219-8</u>, Utilization of Small Business Concerns (Nov 2016) (<u>15 U.S.C. 637(d)(2</u>) 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 <u>52.219-8</u> in lower tier subcontracts that offer subcontracting opportunities.
- (v) <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 <u>52.222-17</u>.
- (vi) <u>52.222-21</u>, Prohibition of Segregated Facilities (Apr 2015)
- (vii) <u>52.222-26</u>, Equal Opportunity (Sept 2016) (E.O. 11246).
- (viii) <u>52.222-35</u>, Equal Opportunity for Veterans (Oct 2015) (<u>38 U.S.C. 4212</u>).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (x) <u>52.222-37</u>, Employment Reports on Veterans (Feb 2016) (<u>38 U.S.C. 4212</u>)
- (xi) <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 <u>52.222-40</u>.
- (xii) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (xiii) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O
- 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
- (xiv) <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>).
- (xv) <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).
- (xvi) <u>52.222-54</u>, 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) <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>).
- (xxi) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (<u>42 U.S.C.</u> <u>1792</u>). Flow down required in accordance with paragraph (e) of FAR clause <u>52.226-6</u>.
- (xxii) <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 <u>52.247-64</u>.
- (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		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)