Dear Prospective Quoter,

Subject: RFQ 19PE5018Q0066

The American Embassy, Lima, Peru, has a requirement for a contractor to provide catering services of high quality cuisine for a reception for 1,000 guests (approx.). The proposed date of the event is July 2018 (exact date TBD) at 19:00p.m.; however, this date and time may be changed.

The Government intends to award a purchase order resulting from this Request for Quotation (RFQ) to the lowest priced, technically acceptable quoter who is a responsible contractor, taking into consideration the past service quality and experience. You are invited to submit a quotation. The Request for Quotations (RFQ) consists of the following sections:

- 1. Standard Form SF-18
- 2. Statement of work/Specifications
- 3. Instructions to Quoters/Evaluation Factors
- 4. Proof of active System for Award Management (SAM) registration.

The RFQ does not commit the American Embassy to make any award. The Embassy may cancel this RFQ or any part of it.

Please read the RFQ carefully, and if you are interested, submit your quotation. Return the completed SF-18 to the address shown in Block 5a of the SF-18 no later than 10:00 a.m. by May 22, 2018. No quotations will be received after this date and time. Oral quotations will not be accepted.

Sincerely,

Noemi Davila Contracting Officer

Enclosure: As stated.

Statement of Work/Specifications

<u>Caterer</u> INDEPENDENCE DAY 2018

General Description of Event

Event is a 2.5 - 3-hour stand-up reception with 5 buffet stations. Expected attendance is 1,000 people. The event location is the garden of the U.S. Ambassador's Residence, and will include a brief program of remarks and national anthems. Event will take place on July 3, 2018 from 1930 - 2130.

Role of the Caterer

The Caterer (hereinafter "the Provider") is responsible for designing and executing a menu for the event, providing elegant, elevated food that is also consistent with a "country" gathering in the United States. The ideal provider will have considerable experience with large scale functions of this nature, speak English, and have a cultural understanding of the United States to be able to interpret and relate to the theme of this year's event.

The Provider must keep costs within a budget, and must be able to adhere to deadlines. The Provider is responsible for providing items including, but not limited to, all food, tables, table decoration, servers, and bartenders. The Provider must work closely with the architect providing tents and supporting structures in the development and integration of the food and beverage service and the decorations to ensure unity and integrity in the overall ambience of the event.

Specific Requirements:

 st Cold and hot appetizers must be available – looking for 4 – 5 of each kind per person

Station 1 – Cold – hams sausage, meats

Station 2 and 3 – Hot food, elevated/elegant American "country" food

Station 4 – Cheese and breads

Station 5 – American "traditional" Desserts

The Provider must budget the cost as if providing all elements of the menu, but the possibility exists that the various meats and/or other products may be provided to the Provider through 3d party donations to support U.S. Embassy Independence Day event. In the event these donations are made, The Provider would need to reduce the per person cost the appropriate amount to account for the provisions of meats or other products gifted through the U.S. Embassy. Once the Provider is selected, he will have to coordinate with the third party donors to work out specific details of the quantity of the donation, delivery schedules etc.

The Embassy will be wholly responsible for the event security and access control. The Provider must comply with all security requirements of the Embassy, including providing advance lists of all contractors working with the Provider who need access to the event site prior to and during the event. All information must be provided at least 3 weeks before the event. The required information will consist of full names of employees/contractors, DNI numbers, Dates of Birth, and genders. Additionally any vehicles making deliveries will need make model color year and license plate of vehicle provided in advance and coordinated with logistics point of contact.

As the event is brief, it is critical that the coordination of the entry of guests, the program, music, food service, and decoration is seamless and efficient. The Provider is responsible for the timely setup of food stations, tables, kitchens, and bars. Creativity in the design and execution of the theme is a significant criterion for the selection of the Provider. Successful past performance in other events of this size and scope will count, as well as creativity and completeness of the proposal. Management skills, including adherence to the budget, staffing, and professionalism, will be determined by interview.

Proposals should include sample menus, detailed proposed budgets, and examples of prior work of a similar scale. Completeness of the project proposal will also be important.

Service shall include:

- Personnel: Coordinator, waiters, cooks, maître, chefs sufficient to attend 1000 guests
- Cutlery and tableware
- Glassware (wine, whisky, beer, sodas)
- Ice for beverages (alcoholic and non-alcoholic)
- Transportation (equipment, materials and personnel)

Pricing:

Price shall include all expenses, materials, personnel required to perform, direct and indirect costs, insurance, overhead, profit, etc.

All prices shall be in U.S. Dollars and must include all applicable taxes as a separate line item.

52.212-1 Instructions to Offerors—Commercial Items.

As prescribed in 12.301(b)(1), insert the following provision:

INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JAN 2017)

- (a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the <u>SF 1449</u>, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—
 - (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary:
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR $\underline{52.212-3}$ (see FAR $\underline{52.212-3}$ (b) for those representations and certifications that the offeror shall complete electronically);
 - (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the <u>SF 1449</u>, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
 - (f) Late submissions, modifications, revisions, and withdrawals of offers.

- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
 - (i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section Suite 8100 470 East L'Enfant Plaza, SW Washington, DC 20407

Telephone (202) 619-8925 Facsimile (202) 619-8978.

- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:
 - (i) ASSIST (https://assist.dla.mil/online/start/).
 - (ii) Quick Search (http://quicksearch.dla.mil/).
 - (iii) ASSISTdocs.com (http://assistdocs.com).
- (3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—
 - (i) Using the ASSIST Shopping Wizard (https://assist.dla.mil/wizard/index.cfm);
 - (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.
- (4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
- (j) Unique entity identifier. (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.
- (k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the

next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through https://www.acquisition.gov.

- (I) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS AWARDED BY OVERSEAS CONTRACTING ACTIVITIES (Current thru FAC 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	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
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) $\underline{52.233-4}$, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

[Contracting Officer check as appropriate.]
(1) <u>52.203-6</u> , 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) <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>
<u>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)
(15 U.S.C. 657a).
(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) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and

(3)).

__ (17)(i) 52.219-9, Small Business Subcontracting Plan (Nov 2016) (15 U.S.C. 637(d)(4)). __ (ii) Alternate I (Nov 2016) of <u>52.219-9</u>. __ (iii) Alternate II (Nov 2016) of 52.219-9. __ (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) (15 U.S.C. 644(r)). __ (19) <u>52.219-14</u>, Limitations on Subcontracting (Nov 2011) (<u>15 U.S.C. 637(a)(14)</u>). (20) 52.219-16, Liquidated Damages—Subcon-tracting 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 (Nov 2011) (15 U.S.C. 657 f). (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 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) (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)). __ (25) <u>52.222-3</u>, 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) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246). (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212). __ (30) <u>52.222-36</u>, Equal Opportunity for Workers with Disabilities (Jul 2014) (<u>29</u> U.S.C. 793). __ (31) <u>52.222-37</u>, 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). (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (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). (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) <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) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.) __ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.) (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential

Hydrofluorocarbons (Jun 2016) (E.O. 13693).

- (39) <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>52.22</u>3-13. (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514). __ (ii) Alternate I (Jun 2014) of <u>52.223-14</u>. __ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b). __ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514). __ (ii) Alternate I (Jun 2014) of <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) 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 <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>. __ (49) <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). __ (50) 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). __ (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; 10 U.S.C. 2302 Note). (52) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150). __ (53) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150). __ (54) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41) U.S.C. 4505, 10 U.S.C. 2307(f)). __ (55) <u>52.232-30</u>, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)). (56) 52.232-33, 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) (31 U.S.C. 3332). __ (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) 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 <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 check as appropriate.]

___(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

___(2) 52.222-41, Service Contract Labor Standards (May 2014) (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) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- __ (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.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) <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. 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) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (ii) <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.

- (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 <u>52.222-17</u>.
 - (iv) <u>52.222-21</u>, Prohibition of Segregated Facilities (Apr 2015)
 - (v) <u>52.222-26</u>, Equal Opportunity (Sept 2016) (E.O. 11246).
 - (vi) <u>52.222-35</u>, Equal Opportunity for Veterans (Oct 2015) (<u>38 U.S.C. 4212</u>).
 - (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 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 <u>52.222-40</u>.
 - (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 <u>52.222-50</u> (<u>22 U.S.C. chapter 78</u> 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) (41 U.S.C. chapter 67).
- (xiii) <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>).
 - (xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).
 - (xv) 52.222-55, 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) 52.222-60, 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) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause <u>52.226-6</u>.
- (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 <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	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 (for overseas shipment of supplies)	JUL 1988
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999

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)