Embassy of the United States of America

October 08th, 2020

To: Prospective Bidders

Subject: Request for Quotation for Vehicle Repair and Maintenance Services

The U.S. Embassy Vientiane intends to establish a Blanket Purchase Agreement (BPA) for Vehicle repair and maintenance services for the U.S. Embassy Vientiane.

The U.S. Embassy Vientiane estimates that the volume of purchases through this BPA will be USD29,000.00 with period of performance from November 2020 to October 2023 . The U.S. Embassy Vientiane is not obligated to purchase any definite amount of each order under this BPA. The amount of any one purchase or order will not exceed USD10,000.00.

The U.S. Government intends to award BPAs to those firms that are technically acceptable, responsible, and cleary intend to sell products or services to the U.S. Government at market prices or below. The Contracting Officer will determine technical acceptability by ensuring that the firm is able to comply with the terms of this BPA. Please email your quotation to Khamphet Valakone at ValakoneK@state.gov by the deadline below.

The U.S. Embassy Vientiane will review your quotation. The quotation package must include the company registration record in the System for Award Management (SAM) https://www.sam.gov/SAM/pages/public/searchRecords/searchResults.jsf with the Data Universal Numbering System (DUNS) number and the NATO Commercial and Government Entity (NCAGE) code for doing business with the U.S. Government. This requirement applies to all acquisitions for overseas vendors that are greater than **$30,000.**

Quotations will be due at **16:00PM on – October 26th, 2020**.

Please email any question regarding this request for quotation to VictorJ@state.gov

Sincerely,

EMBASSY OF THE UNITED STATES OF AMERICA VIENTIANE

Victor Jesse
Contracting Officer

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: PR9502143

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE *(mm-dd-yyyy)*

4. ORDER NUMBER

5. SOLICITATION NUMBER: 19LA9021Q0001

6. SOLICITATION ISSUE DATE *(mm-dd-yyyy)*: 08/10/2020

7. FOR SOLICITATION INFORMATION CALL: ▶ a. NAME: Victor Jesse

b. TELEPHONE NUMBER *(No collect calls)*: Tel:021487000, Ext 7161

8. OFFER DUE DATE/ LOCAL TIME: 10/26/2020 @16:00pm

9. ISSUED BY — CODE

GSO/PROCUREMENT
AMERICAN EMBASSY VIENTIANE,BAN SOMVANG TAI,
HATSAYFONG DISTRICT, VIENTIANE CAPITAL, LAO P.D.R.

10. THIS ACQUISITION IS
☐ UNRESTRICTED OR
☐ SET ASIDE: % FOR
☒ SMALL BUSINESS ☐ EMERGING SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ 8(A)

NAICS:
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☒ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☒ RFQ ☐ IFB ☐ RFP

15. DELIVERY TO — CODE

GSO/PROCUREMENT
AMERICAN EMBASSY VIENTIANE,BAN SOMVANG TAI,
HATSAYFONG DISTRICT, VIENTIANE CAPITAL, LAO P.D.R.

16. ADMINISTERED BY — CODE

GSO/PROCUREMENT
AMERICAN EMBASSY VIENTIANE,BAN SOMVANG TAI,
HATSAYFONG DISTRICT, VIENTIANE CAPITAL, LAO P.D.R.

17a. CONTRACTOR/ OFFEROR — CODE — FACILITY CODE

TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY — CODE

FINANCIAL MANAGEMENT OFFICER
AMERICAN EMBASSY VIENTIANE
BAN SOMVANG TAI, HATSAYFONG DISTRICT,
VIENTIANE CAPITAL, LAO P.D.R.

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Vehicle repair and maintenance service (Please see Scope of Work for detail) *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

☐ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ *(mm-dd-yyyy)*. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, AS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED *(mm-dd-yyyy)*

31b. NAME OF CONTRACTING OFFICER *(Type or Print)*: **Victor Jesse**

31c. DATE SIGNED *(mm-dd-yyyy)*

STATEMENT OF WORK

1. GENERAL

The contractor shall provide Service and maintenance to ICASS vehicles Motor pool/Utility, equipment and all miscellaneous requirements necessary to accomplish the efforts described in this Statement of Work (SOW).

2. SCOPE OF SERVICE AND MAINTENANCE TO VEHICLES ICASS Motor pool/Utility.

Inspecting or testing the condition of car subsystems (e.g., engine) and servicing or replacing parts and fluids. Regular maintenance is critical to ensure the safety, reliability, drivability, comfort and longevity of the cars. During preventive maintenance, several parts are replaced to avoid major damage or for safety reasons.

3. DESCRIPTION OF REQUIRED SERVICES

- Check/replace the engine oil and replace oil filters
- Check/replace fuel filters
- Inspect or replace windshield wipers
- Inspect tires for pressure and wear
- Tire balancing
- Wheel alignment
- Check, clean or replace battery terminals and top up battery fluid
- Inspect or replace brake pads
- Check or flush brake fluid
- Check or flush transmission fluid
- Check or flush power steering fluid
- Check and flush engine coolant
- Inspect or replace spark plugs
- Inspect or replace air filter
- Inspect or replace timing belt and other belts
- Check all lights
- Tighten chassis nuts and bolts
- Check if rubber boots are cracked and need replacement
- Test electronics, Anti-lock braking system or ABS
- Read fault codes from the Engine control unit
- Inspect or replace suspension
- Inspect and replace lower/upper Arm ball joint
- Check or replace Clutch cover.
- Check or replace alternator belt
- Check or repair Air Condition.
- Check or replace CV boot drive shaft
- Check or replace steering rod arm- inner/outer

- Check or replace stabilizers.
- Dents repair
- Brake Master
- Brake Cylinder

Vehicles ICASS

Motor Pool ICASS				
1	[redacted]	[redacted]	FORD Tuarus	1FAHP2D86FG105240
2	[redacted]	M.Pool	TOYOTA Landcruiser	JTMHV09J004126951
3	[redacted]	M.Pool	FORD Explorer	1FM5K8B81DGA19148
4	[redacted]	M.Pool	FORD Everest	MNCAXXMAWAKD81402
5	[redacted]	M.Pool	FORD Escape	1FMCU9GX6FUA71757
6	[redacted]	M.Pool	FORD Crown Victoria	2FAHP74V19X131360
7	[redacted]	M.Pool	TOYOTA Landcruiser Prado	JTEBH9FJ80K089015
8	[redacted]	M.Pool	TOYOTA Landcruiser Prado	JTEBH9FJ50K097752
9	[redacted]	M.Pool	TOYOTA Van	JTFSS22P600117887
10	[redacted]	M.Pool	TOYOTA Landcruiser	JTMHV09J004158413
11	[redacted]	M.Pool	TOYOTA van	JTFJS02P200026972
12	[redacted]	M.Pool	Ford Transit	WF0HXXTTGHJR24010
IRM-Mail Room (ICASS Utility)				
1	[redacted]	Mail room	FORD Van	1FBSS31L09DA73716
Warehouse (ICASS Utility)				
1	[redacted]	W House	TOYOTA Unity Van	JTFHS02P700095459
2	[redacted]	Whouse	HINO Truck	JHHUJL1H20K011457
FAC (ICASS Utility)				
1	[redacted]	FM	TOYOTA VIGO	MR0FZ29G601706123
2	[redacted]	FM	FORD Ranger	MNCLMFF80DW197847
3	[redacted]	FM	TOYOTA, Pick Up	MR0CS12G800123151
4	[redacted]	FM	FORD Ranger	MNCLSFE10BW894971
5	[redacted]	FM	FORD Ranger	MNCLSFE14BW916751

4. **Billing**: The contractor shall submit a monthly invoice for all translation services after a BPA call has been approved by U.S. Embassy Vientiane. This invoice must indicate the dates of delivery, the number service delivered each time, and total amount for a month. The amount then will be paid for by EFT from the U.S. Embassy within 30 days upon invoice receipt.

5. **Emergencies:** Contractor shall provide U.S. Embassy and its Agencies with a list of individuals who may be contacted out of normal business hours in the event of an emergency. This list must always be updated.

6. **Section Rejection:** The U.S. Embassy Vientiane and its Agencies may reject any service that does not meet the specific requirements of this contract. U.S. Embassy Vientiane will not invoke this right without due cause and prior discussion with the Contractor.

7. **References:** Bidders should furnish at least three (3) references from companies for whom they have, or are performing, similar size and scope of work within the last three (3) years. Include name of company, point of contact and telephone number and email address.

PROCUREMENT TERMS & CONDITIONS:

1. The offeror must be willing to accept Purchase Order from US Embassy Vientiane.
2. Vendor's contract is not accepted and signed.
3. All items bid must meet or exceed specifications listed.
4. Proposals must be in local currency LAK, firm fixed price to include 10% VAT and any other anticipated charges.
5. Selected vendor must be able to accept payment within 30 (thirty) days after the orders are delivered completely and the original correct invoice is received.
6. The payment will be made through Electronic Fund Transfer (EFT) to the vendor bank account (LAK) as stated on the invoice.
7. Any cancellations after PO awarded, only services/supplies rendered will be paid.
8. For US Government rules and regulation reference, please read the attached Commercial Clause document attached.

CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS AWARDED BY OVERSEAS CONTRACTING ACTIVITIES
(Current thru FAC 2019-03, dated 05/06/2019)

COMMERCIAL ITEMS

FAR 52.252-2 Clauses Incorporated By Reference (FEB 1998)

This purchase order or BPA incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: https://www.acquisition.gov/far

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

NUMBER	TITLE	DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system)	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.212-4	Contract Terms and Conditions – Commercial Items (Alternate I (MAY 2014) of 52.212-4 applies if the order is time-and-materials or labor-hour)	OCT 2018
52.225-19	Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only)	MAR 2008
52.227-19	Commercial Computer Software License (if order is for software)	DEC 2007
52.228-3	Workers' Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance)	JUL 2014
52.228-4	Workers' Compensation and War-Hazard Insurance (if order is for services and contractor employees are not covered by Defense Base Act insurance)	APR 1984

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (MAY 2019)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (*Jul 2018*) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (*Nov 2015*).

(4) 52.233-3, Protest After Award (*Aug* 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (*Oct 2004)* (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (*Sept* 2006), with Alternate I (*Oct* 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (*Oct* 2015) (41 U.S.C. 3509)).

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

_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (*Oct* 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

_ (5) [Reserved].

_ (6) 52.204-14, Service Contract Reporting Requirements (*Oct* 2016) (Pub. L. 111-117, section 743 of Div. C).

_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (*Oct* 2016) (Pub. L. 111-117, section 743 of Div. C).

_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (*Oct* 2015) (31 U.S.C. 6101 note).

_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (*Oct* 2018) (41 U.S.C. 2313).
_ (10) [Reserved].
_ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (*Nov* 2011) (15 U.S.C.657a).
_ (ii) Alternate I (*Nov* 2011) of 52.219-3.
_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (*Oct* 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
_ (ii) Alternate I (*Jan* 2011) of 52.219-4.
_ (13) [Reserved]
_ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (*Nov* 2011) (15 U.S.C.644).
_ (ii) Alternate I (*Nov* 2011).
_ (iii) Alternate II (*Nov* 2011).
(15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (*June* 2003) (15 U.S.C. 644).
_ (ii) Alternate I (*Oct* 1995) of 52.219-7.
_ (iii) Alternate II (*Mar* 2004) of 52.219-7.
_ (16) 52.219-8, Utilization of Small Business Concerns (*Oct* 2018) (15 U.S.C. 637(d)(2) and (3)).
_ (17) (i) 52.219-9, Small Business Subcontracting Plan (*Aug* 2018) (15 U.S.C. 637(d)(4))
_ (ii) Alternate I (*Jan* 2017) of 52.219-9.
_ (iii) Alternate II (*Nov* 2016) of 52.219-9.
_ (iv) Alternate III (*Nov* 2016) of 52.219-9.
_ (v) Alternate IV (Aug 2018) of 52.219-9
_ (18) 52.219-13, Notice of Set-Aside of Orders (*Nov* 2011) (15 U.S.C. 644(r)).
_ (19) 52.219-14, Limitations on Subcontracting (*Jan* 2017) (15 U.S.C.637(a)(14)).
_ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (*Jan* 1999) (15 U.S.C. 637(d)(4)(F)(i)).
_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (*Nov* 2011) (15 U.S.C. 657f).
_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (*Jul* 2013) (15 U.S.C. 632(a)(2)).
_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (*Dec* 2015) (15 U.S.C. 637(m)).

_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (*Dec* 2015) (15 U.S.C. 637(m)).
X (25) 52.222-3, Convict Labor (*June* 2003) (E.O.11755).
_ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (*Jan* 2018) (E.O.13126).
_ (27) 52.222-21, Prohibition of Segregated Facilities (*Apr* 2015).
_ (28) 52.222-26, Equal Opportunity (*Sept* 2016) (E.O.11246).
Alternate I (*Feb* 1999) of 52.222-26.
_ (29) 52.222-35, Equal Opportunity for Veterans (*Oct* 2015) (38 U.S.C. 4212).
_ (ii) Alternate I (*July* 2014) of 52.222-35.
_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (*Jul* 2014) (29 U.S.C.793).
_ (ii) Alternate I (July 2014) of 52.222-36.
_ (31) 52.222-37, Employment Reports on Veterans (*Feb 2016*) (38 U.S.C. 4212).
_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (*Dec* 2010) (E.O. 13496).
X (33) (i) 52.222-50, Combating Trafficking in Persons (*Jan* 2019) (22 U.S.C. chapter 78 and E.O. 13627).
_ (ii) Alternate I (*Mar* 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
_ (34) 52.222-54, Employment Eligibility Verification (*Oct 2015*). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
_ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (*May* 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
_ (ii) Alternate I (*May* 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acqu
_ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (*Jun* 2016) (E.O. 13693).
_ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (*Jun*2016) (E.O. 13693).
_ (38) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (*Jun 2014*) (E.O.s 13423 and 13514).
_ (ii) Alternate I (*Oct* 2015) of 52.223-13.
_ (39) 52.223-14, Acquisition of EPEAT®-Registered Televisions (*Jun 2014*) (E.O.s 13423 and 13514).
Alternate I (*Jun* 2014) of 52.223-14.
_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (*Dec 2007*) (42 U.S.C. 8259b).

_ (41) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (*Oct 2015*) (E.O.s 13423 and 13514).
_ (ii) Alternate I (*Jun* 2014) of 52.223-16.
X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (*Aug 2011*) (E.O. 13513).
_ (43) 52.223-20, Aerosols (*Jun* 2016) (E.O. 13693).
_ (44) 52.223-21, Foams (*Jun* 2016) (E.O. 13693).
_ (45) 52.224-3 Privacy Training (*Jan* 2017) (5 U.S.C. 552 a).
Alternate I (*Jan* 2017) of 52.224-3.
_ (46) 52.225-1, Buy American-Supplies (*May* 2014) (41 U.S.C. chapter 83).
_ (47) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (*May* 2014)
(41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
_ (ii) Alternate I (*May* 2014) of 52.225-3.
_ (iii) Alternate II (*May* 2014) of 52.225-3.
_ (iv) Alternate III (*May* 2014) of 52.225-3.
_ (48) 52.225-5, Trade Agreements (*Aug 2018*) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301note).
X (49) 52.225-13, Restrictions on Certain Foreign Purchases (*June* 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
_ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (*Oct* 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
_ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (*Nov* 2007) (42 U.S.C. 5150).
_ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (*Nov* 2007) (42 U.S.C. 5150).
X (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (*Feb* 2002) (41 U.S.C.4505, 10 U.S.C.2307(f)).
_ (54) 52.232-30, Installment Payments for Commercial Items (*Jan* 2017) (41 U.S.C.4505, 10 U.S.C.2307(f)).
X (55) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (*Oct* 2018) (31 U.S.C. 3332).
_ (56) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (*Jul* 2013) (31 U.S.C.3332).
_ (57) 52.232-36, Payment by Third Party (*May* 2014) (31 U.S.C.3332).
_ (58) 52.239-1, Privacy or Security Safeguards (*Aug* 1996) (5 U.S.C. 552a).

_ (59) 52.242-5, Payments to Small Business Subcontractors (*Jan* 2017) (15 U.S.C. 637(d)(13)).
_ (60) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (*Feb* 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
_ (ii) Alternate I (*Apr* 2003) of 52.247-64.
_ (iii) Alternate II (*Feb* 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

_ (1) 52.222-17, Nondisplacement of Qualified Workers (*May* 2014)(E.O. 13495).
_ (2) 52.222-41, Service Contract Labor Standards (*Aug* 2018) (41 U.S.C. chapter 67).
_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (*May* 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (*Aug* 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (*May* 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (*May* 2014) (41 U.S.C. chapter 67).
_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May* 2014) (41 U.S.C. chapter 67).
_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (*Dec* 2015).
_ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (*Jan* 2017) (E.O. 13706).
_ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (*May* 2014) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (*Oct* 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (*Jul* 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.219-8, Utilization of Small Business Concerns (*Oct* 2018) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(vi) 52.222-21, Prohibition of Segregated Facilities (*Apr* 2015).
(vii) 52.222-26, Equal Opportunity (*Sept* 2015) (E.O.11246).
(viii) 52.222-35, Equal Opportunity for Veterans (*Oct* 2015) (38 U.S.C.4212).
(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (*Jul* 2014) (29 U.S.C.793).
(x) 52.222-37, Employment Reports on Veterans (*Feb* 2016) (38 U.S.C.4212)
(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (*Dec* 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
(xii) 52.222-41, Service Contract Labor Standards (*Aug* 2018) (41 U.S.C. chapter 67).

(xiii) (A) 52.222-50, Combating Trafficking in Persons (*Jan* 2019) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (*Mar* 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O 13627).
(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (*May* 2014) (41 U.S.C. chapter 67).
(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May* 2014) (41 U.S.C. chapter 67).
(xvi) 52.222-54, Employment Eligibility Verification (*Oct 2015*) (E.O. 12989).
(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (*Dec* 2015).
(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (*Jan* 2017) (E.O. 13706).
(xix) (A) 52.224-3, Privacy Training (*Jan* 2017) (5 U.S.C. 552a).

(B) Alternate I (*Jan* 2017) of 52.224-3.
(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (*Oct* 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (*May* 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (*Feb* 2006) (46 U.S.C. Appx.1241(b) and 10 U.S.C.2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
(d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6) CLAUSES

NUMBER	TITLE	DATE
652.225-71	Section 8(a) of the Export Administration Act of 1979, As Amended (if order exceeds simplified acquisition threshold)	AUG 1999
652.229-70	Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post)	JUL 1988
652.229-71	Personal Property Disposition at Posts Abroad	AUG 1999
652.237-72	Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility)	APR 2004
652.239-71	Security Requirements for Unclassified Information Technology Resources (for orders that include information technology resources or services in which the contractor will have physical or electronic access to Department information that directly supports the mission of the Department)	SEP 2007
652.242-70	Contracting Officer's Representative (if a COR will be named for the order) Fill-in for paragraph b: "The COR is _____"	AUG 1999
652.242-71	Notice of Shipments	JUL 1988
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999
652.247-71	Shipping Instruction	FEB 2015

The following clause is provided in full text, and is applicable for orders for services that will require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems:

652.204-70 Department of State Personal Identification Card Issuance Procedures (MAY 2011)

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

clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

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

(End of clause)