

U.S. Embassy Tegucigalpa  
June 20, 2016

Dear Prospective Offeror

Subject: Request for Quotations number SHO80016Q0028

Enclosed is a Request for Quotations (RFQ) for **Customs Broker and Airport Cargo Services**. If you would like to submit a quotation, please read carefully Section I and II and complete the requirements specified in the Evaluation Factors on Section III and the Qualifications on Section IV. Submit your offer to the following address:

*American Embassy  
Portón 3  
Col. San Carlos  
Tegucigalpa, Honduras*

Please submit your quotation in a sealed envelope marked "**Quotation Enclosed**" with the RFQ solicitation number to the above address to the attention of Ryan Ruta, Contracting Officer, American Embassy, Col. San Carlos, Porton "3" **on or before July 05, 2016 at 10:00 am local time**. No quotations will be accepted after this time.

A pre-proposal conference has been scheduled for **June 27, 2016 at 09:00 am** at the US Embassy, Tegucigalpa. To attend, please submit full names and ID numbers of attendees to the e-mail: [proctgu@state.gov](mailto:proctgu@state.gov) no later than **June 23 at 11:00 am, 2016**.

The U.S. Government intends to award a Blanket Purchase Agreement (BPA) to the responsible company submitting an acceptable offer at the lowest price. More than one company can be awarded if required to fulfill the technical specifications in the item description, we intend to award a BPA based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Sincerely,



Ryan Ruta  
Contracting Officer

Enclosure: As stated.

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

THIS RFQ  IS  IS NOT A SMALL BUSINESS SET-ASIDE

Page 1 of 5

1. REQUEST NO. SHO80016Q0028	2. DATE ISSUED 06/20/2016	3. REQUISITION/PURCHASE REQUEST NO. PR5156087	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
5a. ISSUED BY AMERICAN EMBASSY TEGUCIGALPA GSO, ACQUISITIONS UNIT, ATTN: GSO TEGUCIGALPA,			6. DELIVER BY (Date) 07/11/2016	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY _ FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)	
NAME Sara L. Zepeda		TELEPHONE NUMBER 2236-9320 x.4485		9. DESTINATION a. NAME OF CONSIGNEE AMERICAN EMBASSY TEGUCIGALPA
8. TO:				
a. NAME N/A		b. COMPANY NOVENDOR		b. STREET ADDRESS LA PAZ AVE., ATTN: GSO
c. STREET ADDRESS			c. CITY APO AA	
d. CITY	e. STATE	f. ZIP CODE	d. STATE XX	e. ZIP CODE 34022
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) 07/05/2016		<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.		

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

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Blanket Purchase Agreement for Customs Broker and Airport Cargo Services  Period of performance: Two years				
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER PERCENTAGE

NOTE: Additional provisions and representations [ ] are [ ] are not attached.

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

11. SCHEDULE

(Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	<p>CLEARANCE OF SHIPMENT WITH PROVISIONAL PERMIT (Permiso Provisional):</p> <p>a)Per shipment...</p> <p>b)Custom Forms (DUA)... L.</p> <p>c)Registration of DUA and FAUCA in the Customs Information System... L.</p> <p>d)Other charges and services, as needed: Services provided by third parties providers which are required to perform customs clearance.</p> <p>Contractor will pay for those services and will bill at cost according to the invoices issued by third parties providers.</p> <p>These services are:</p> <ul style="list-style-type: none"> <li>-Swissport charges (handling &amp; storage)... L.</li> <li>-Courier charges (handling &amp; storage)... L.</li> <li>-Courier charges (charges for handling of documents)... L.</li> <li>-Courier charges (charges for regrouping cargo)... L.</li> <li>-Courier charges (charge for security of cargo)... L.</li> </ul> <p>-Port Services:</p> <ul style="list-style-type: none"> <li>-OPC Parking &amp; Storage Charges...L.</li> <li>-Receipt and dispatch, gamma ray, movements of containers to inspect or unload cargo... L.</li> <li>-Terminal handling charges... L.</li> <li>-Local shipping company charges (Parking fee, demurrage charges)... L.</li> <li>-Inland Freight... L.</li> <li>-Phytosanitary and Zoosanitary certificates... L.</li> <li>-Inspections and fumigations (SEPA- OIRSA)...L.</li> <li>-Customs inspection costs... L.</li> <li>-Container seal rupture... L.</li> <li>-Seal Container... L.</li> <li>-Crane &amp; forklift services... L.</li> <li>-Payment of GOH penalties(Contraescrituras)due for discrepancies of vehicle description found during DEI vehicle inspections or incorrect partidas arancelarias (I.D.Tax code)... L.</li> <li>-Other miscellaneous charges... L.</li> <li>-Guia de Remision (when goods are transported from customs -delivery address)... L.</li> </ul>				
2	<p>PROCESSING OF DEFINITE POLICY (Póliza Definitiva):</p> <p>a)Per shipment -per hundred pounds...L.</p> <p>Minimum charge.... L.</p> <p>b)Vehicles... L.</p> <p>c)Customs Forms... L.</p>				
3	<p>AIRPORT CARGO DELIVERY:</p> <p>Per shipment per hundred pounds ... L.</p> <p>Minimum charge per shipment... L.</p>				

4	<p>PROCESSING OF TRANSIT POLICY (Póliza de Tránsito):</p> <p>a)Per shipment - per hundred pounds... L. Minimum charge... L.  b)Vehicles... L.  c)Customs Forms... L.</p>				
5	<p>PROCESSING EXPORTATION POLICY (Póliza de Exportación):</p> <p>a)Per shipment - per hundred pounds... L. Minimum charge... L.  b)Vehicles... L.  c)Customs Forms... L.</p>				
6	<p>OBTAINING DISPENSAS FOR PERSONAL EFFECTS:  Contractor will be responsible to expedite documentation and take required action to obtain a Dispensa.</p> <p>A) Personal effects: Embassy will provide contractor the following documents:  Documents requested / Amount of copies Original  Franquicia: 1  Original Pedido: 1  Shipping documents: Bill of Lading, Airwaybill or “Carta De Porte”:1  Employee RTN: 1  Letter of request of accreditation for the employee: 1  Copy of passport: 1</p> <p>Requirements are as follows:  1) Contractor will submit original and three copies of these documents to MFA.  2) Contractor will follow up and when MFA (Ministry of Foreign Affairs) approves the request, contractor will provide a copy of the cover page to the Embassy.  3) Then Contractor will submit the rest of the documents to SEFIN where the file will be given a log number.  4) Contractor will provide the log number to the Embassy.  5) Once the Dispensa is granted, Contractor will provide the Embassy with the original Dispensa.</p> <p>TOTAL CHARGE FOR OBTAINING DISPENSA... L.</p>			L.	L.

7	<p>OBTAINING DISPENSAS FOR OFFICIAL SHIPMENTS: Contractor will be responsible to expedite documentation and take required action to obtain a Dispensa.</p> <p>B) Official shipments: Embassy will provide contractor the following documents:</p> <p>Documents requested / Amount of copies Original Franquicia: 1 Original Pedido: 1 Shipping documents: Bill of Lading, Airwaybill or "Carta De Porte": 1 Copy of Embassy RTN : 1 Invoice (if a vailable): 1 Requirements are as follows: 1) Contractor will submit original and three copies of these documents to MFA. 2) Contractor will follow up and when MFA approves the request, Contractor will provide a copy of the cover page to the Embassy. 3) Then Contractor will submit the rest of the documents to SEFIN where the file will be given a log number. 4) Contractor will provide the log number to the Embassy. 5) Once the Dispensa is granted, Contractor will provide the Embassy with the original Dispensa.</p> <p>TOTAL CHARGE FOR OBTAINING DISPENSA... L.</p>			L.	L.
8	<p>OBTAINING DISPENSAS FOR VEHICLES (PERSONAL OR OFFICIAL): Contractor will be responsible to expedite documentation and take required action to obtain a Dispensa.</p> <p>C) Vehicles (personal or official) Embassy will provide contractor the following documents:</p> <p>Documents requested / Amount of copies Original Franquicia 1 Original Pedido: 1 Shipping documents: Bill of Lading or "Carta De Porte": 1 Copy of Embassy RTN/Employee RTN/Letter of request of accreditation for the employee: 1 Invoices (local purchase) / Bill of sale (importation): 1 Copy of Title: 1 Copy of passport (POV): 1</p> <p>Requirements are as follows: 1) Contractor will submit original and three copies of these documents to MFA. 2) Contractor will follow up and when MFA approves the request, Contractor will provide a copy of the cover page to the Embassy. 3) Then Contractor will submit the rest of the documents to SEFIN where the file will be given a log number. 4) Contractor will provide the log number to the Embassy. 5) Once the Dispensa is granted, Contractor will provide the Embassy with the original Dispensa.</p> <p>TOTAL CHARGE FOR OBTAINING DISPENSA... L.</p>			L.	L.

9	<p>MODIFICATIONS OF DISPENSA</p> <p>Contractor will also be responsible to expedite modifications of Dispensas needed.</p> <p>a. The Embassy will provide the note requesting the modification with the supporting documents and the Contractor will submit it to SEFIN, will get a log number and provide the log number to the Embassy.</p> <p>b. When the modification is granted, Contractor will provide the original to the Embassy.</p> <p>TOTAL CHARGE FOR OBTAINING MODIFICATION OF DISPENSA... L.</p>			L.	L.
10	<p>SALES RESOLUTIONS: Contractor will be responsible to expedite documentation and take required action to obtain a Sale Resolution.</p> <p>Embassy will provide Contractor the following documents:  Documents requested / Amount of copies  Original Diplomatic Note: 1  Copy of Franquicia and Pedido and the rest of the documents: 1  Copy of Dispensa: 1  Copy of Dua: 1  Registration Card: 1  Copy of Embassy RTN/Employee RTN: 1</p> <p>Requirements are as follows:  1) Contractor will submit the original set and two copies to MFA.  2) When MFA issues a Dictamen then contractor provides a copy to the Embassy and submits the rest of the documents to SEFIN where the file will be given a log number.  3) Contractor will provide the log number to the Embassy.  4) Once the Sales Resolution is granted by SEFIN, Contractor will provide the original to the Embassy.</p> <p>TOTAL CHARGE FOR OBTAINING SALES RESOLUTIONS... L.</p>			L.	L.
11	<p>MODIFICATIONS OF SALES RESOLUTIONS</p> <p>Contractor will also be responsible to expedite modification of Sales Resolution as need it.</p> <p>a. The Embassy will provide the note requesting the modification with the supporting documents and the Contractor will submit it to SEFIN.</p> <p>b. Contractor will provide the log number to the Embassy. When the modification is granted, Contractor will provide the original to the Embassy.</p> <p>TOTAL CHARGE FOR OBTAINING MODIFICATION OF SALES RESOLUTIONS... L.</p>			L.	L.

## **SECTION I. BPA ADMINISTRATOR**

1.1 All technical questions concerning the Scope of Work and requirements of the U.S. Embassy Tegucigalpa, Honduras service contract shall be directed to the BPA Administrator.

1.2 The BPA Administrator will be the contractor's Point of Contact (POC) at the U.S. Embassy Tegucigalpa. All questions concerning coordination of services shall be directed to the BPA Administrator.

1.3 The assigned Contracting Officer and BPA Administrator are the sole Point of Contacts (POC) for all technical and contractual discussions or issues regarding the scope of work and its intent and execution. The contractor shall take no direction verbal or otherwise from Embassy personnel other than the Contracting Officer or BPA Administrator.

## **SECTION II. STATEMENT OF WORK**

### **2.1 CUSTOMS BROKER SERVICES - DESCRIPTION / SPECIFICATIONS.**

2.1.1 General. The Embassy of the United States of America in Honduras requires the services of a Customs Broker in order to provide prompt information to the U.S. Government on arrival of shipments. The Contractor shall designate a representative who shall supervise the Contractor's services and be the Contractor's liaison with the American Embassy. Specific services are described in detail below.

2.1.2 Notify the General Services Office / Customs and Shipping Unit, by means of an "Aviso de Llegada de Mercadería" of the arrival of shipments consigned to any U.S. Government Agency. The Aviso must be in the General Services Office no later than 24 hours after the arrival of the shipment.

2.1.3 Upon receipt of a copy of the "Franquicia Aduanera", proceed to obtain necessary approvals for the customs clearance of the shipment with a "Permiso Provisional". If needed, obtain shipping documents from the shipping companies. The Embassy will not be responsible for demurrage or parking fees for shipments that result from negligence or tardiness of the broker.

2.1.4 Upon receipt of the "Dispensa Oficial", prepare the "Póliza de Importación Definitiva" and forward it to the General Services Office no later than two weeks after the receipt of the "Dispensa". Attach a copy of a "Declaración Aduanera de Importación Definitiva Cancela Titulo de Transporte" (Caratula with the status of Cancelada).

2.1.5 For the customs clearance of vehicles whose final destination is Puerto Cortés, the custom broker must: a) Supervise the unloading of the vehicle from the container. b) Inform of any

damage or mechanical problems of the vehicle. All vehicles, once out of the Empresa Nacional Portuaria, must be parked under cover and in a dry place.

2.1.6 Must provide gasoline and or any other service the vehicle may need, billing the Embassy for these expenses.

2.1.7 Whenever needed, must make arrangements for the transportation of merchandise with a responsible trucking line, billing the Embassy for these expenses.

2.1.8 Prepare the necessary documents for export arrangements of vehicles or personal effects.

2.1.9 Must be available to process any customs related matters for any U.S. Government Agency if requested by the General Services Office.

2.1.10 When receiving containers whose final destination is Puerto Cortés, the broker must in the presence of the shipping line representatives: a) Check the seal number which must be written in the "Permiso Provisional" in the Ocean Bill of Lading (OBL). This number must be written in the "Permiso Provisional" or document used to withdraw the shipment from customs. If the number is not the same, the different number should also be noted and the General Services Office and the shipping line must be informed in writing; b) Inspect the interior of the container to verify that the cargo inside has not moved and to check that it was properly loaded, and c) Be present to verify the good handling of the shipment and its proper storage, if so needed, when unloading the container.

2.1.11 In case of damages, the customs broker must inform the shipping line in writing (copy to the GSO) clearly indicating what damages are and, if necessary, take photographs. If it is considered that the damages are substantial, the shipment should not be moved and the General Services Office must be notified immediately.

2.1.12 Maintenance Management. The Contractor shall be responsible for the quality and timeliness of services provided under the contract. This includes the planning and programming of all services described herein, performance of these services, and compliance with all record and reporting requirements.

2.1.13 Management General. All services described above must be performed in accordance with the description herein. Any changes in this schedule of work must be approved by the Contracting Officer.

2.1.14 Organizational Chart. Within ten days of entry on duty and whenever changes occur thereafter the Contractor shall provide in writing to the COR an organizational chart to include the name of the representative who shall supervise the Contractor's services and be the Contractor's liaison with the American Embassy.

2.1.15 Supervision. The Contractor shall provide adequate supervision of employees performing services for the U.S. Government at all times.

2.1.16 The Contractor's supervisory personnel in charge of work under this contract shall be available at all times to receive and implement order or special instructions from the COR concerning matters which affect the operations.

## 2.2 AIRPORT CARGO SERVICES - DESCRIPTION / SPECIFICATIONS

2.2.1 General. The Embassy of the United States of America in Tegucigalpa requires the Airport Cargo Delivery services as described below.

2.2.2 Provide Air Cargo Pick-Up and delivery services to the Embassy on a daily basis mainly from 0800 to 1700 hours. Emergency deliveries could also be requested after 1700 hours and in special circumstances on Saturdays from 0800 to 1200 hours.

2.2.3 Pick-up of cargo from the customs warehouse.

2.2.4 Must have sufficient experienced qualified truck crew to load and unload cargo.

2.2.5 Be responsible for the good handling of every shipment, and in case of loss or damage, the Contractor will be liable for the payment of damages.

2.2.6 Delivery of all incoming shipments to the Embassy warehouse, or as specified within Tegucigalpa city limits.

2.2.7 Must be willing to provide service during unscheduled hours.

2.2.8 Must be available to process any Air Cargo Pick-Up and Delivery related matters for any U.S. Government Agency if requested by the General Services Office.

### **SECTION III. EVALUATION FACTORS**

The Government may elect to award a single BPA or multiple BPAs, dependent upon quality of quotations received and need. The evaluation process shall include the following:

1. **Compliance Review.** The Government will perform an initial review of quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable quotations that do not conform to the solicitation.
2. **Technical Acceptability.** Technical acceptability will include a review of past performance and experience, along with any technical information provided by the quoter with its quotation.
3. **Price Evaluation.** The lowest price will be determined by adding all the offered prices to reach a total price. Since no estimated quantities are provided, unit prices will simply be added together to reach a total price, for evaluation purposes. This addition will be done for each period of performance, arriving at a grand total. The Government reserves the right to reject quotations that are unreasonably low or high in price.
4. **Responsibility Determination.** Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
  - adequate financial resources or the ability to obtain them;
  - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
  - satisfactory record of integrity and business ethics;
  - necessary organization, experience, and skills or the ability to obtain them;
  - necessary equipment and facilities or the ability to obtain them; and
  - be otherwise qualified and eligible to receive an award under applicable laws and regulations.
5. Offers received after the date and the time established on the SF-18 will not be considered.

### **SECTION IV. QUALIFICATIONS**

Contractor shall provide an approximate cost to all the services described in every line item of the SF-18 (pg.2-5) and demonstrate the following qualifications:

1. Availability of approximately L. 300,000.00 a month to cover all anticipated charges related to the importation of goods as listed on line item 1 from the Standard Form 18.
2. Logistics and manpower to deliver shipments to their final destination.

3. Understand and follow the current local Government Customs Legislature, regulations and procedures.
4. Effective communication and professional relationship with the local government offices involved in the customs clearance process.
5. Own offices in the following Customs Areas within the country: Puerto Cortés, La Mesa, Toncontín, Agua Caliente, El Poy, El Amatillo, Guasaule, Las Manos, El Florida and San Lorenzo.
6. Credibility.

### **SECTION V. BASIS FOR AWARD**

1. The Government intends to award a Blanket Purchase Agreement (BPA) resulting from this RFQ to the quoter(s) that offer the lowest the lowest price, technically acceptable offeror who is a responsible Contractor.
2. The Government reserves the right to reject proposals that are unreasonably low or high in price.
3. Offers received after the date and the time established on the SF-18 will not be considered.

**Summary of instructions. Each offer must consist of the following:**

Information demonstrating the offeror's/quoter's ability to perform, including:

1. Complete the first page of the Standard Form 18 (pg.1). The name, address and telephone number of the offeror. Include the prices for all the services described in every line item from SF-18 page 2-5.
2. Evidence that the offeror/quoter has all licenses and permits required by local law (i.e. Certificate of Registration under Honduran Law).
3. List of clients, demonstrating prior experience with relevant past performance information and references.

**FAR 52.214-34 Submission of Offers in the English Language (APR 1991)**

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

**FAR 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)**

The Government may elect to award a single task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

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

This agreement 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>

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

**COMMERCIAL ITEMS**

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

**FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES**

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
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)	MAY 2015
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

The following clause is provided in full text:

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAY 2015)**

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 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 (Apr 2010) (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.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_ (5) [Reserved].

\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

\_\_ (10) [Reserved].

\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

\_\_ (ii) Alternate I (Nov 2011) of 52.219-3.

\_\_ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_ (ii) Alternate I (Jan 2011) of 52.219-4.

\_\_ (13) [Reserved]

\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

\_\_ (ii) Alternate I (Nov 2011).

\_\_ (iii) Alternate II (Nov 2011).

\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637(d)(4)).

\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_ (iv) Alternate III (Oct 2014) 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 (Nov 2011) (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. 657 f).
- \_\_ (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 Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- \_\_ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- \_\_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- \_\_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- \_\_ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- \_\_ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
- \_\_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- \_\_ (31) 52.222-37, Employment Reports on Veterans (Jul 2014) (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 (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 (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- \_\_ (ii) Alternate I (Jun 2014) of 52.223-13.
- \_\_ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- \_\_ (ii) Alternate I (Jun 2014) of 52.223-14.
- \_\_ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- \_\_ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).
- \_\_ (ii) Alternate I (Jun 2014) of 52.223-16.
- \_X\_ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- \_\_ (41) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).
- \_\_ (42)(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.
- \_\_\_ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_X\_ (44) 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).
- \_\_\_ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- \_\_\_ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- \_\_\_ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- X (50) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (51) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- \_\_\_ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- \_\_\_ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- \_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(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) 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 2014)(E.O. 13658).
- \_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
- \_\_\_ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(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 (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 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.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

(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 (Jul 2014) (38 U.S.C. 4212)

(ix) 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.

(x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xi)

X (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (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).

(xii) 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).

(xiii) 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).

(xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 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.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

#### **52.204-7 SYSTEM FOR AWARD MANAGEMENT.**

As prescribed in 4.1105(a)(1), use the following provision:

##### **System for Award Management (Jul 2013)**

(a) Definitions. As used in this provision—

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

(b)(1) 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, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s

name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) 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.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov> .

(End of clause)

#### **52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)**

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

#### **52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)**

The Government may elect to award a single task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

#### **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:

<http://aope.a.state.gov>

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

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
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 (for overseas shipment of supplies)	JUL 1988
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999

**652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)**

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The Contractor shall submit invoices in an original and one (1) copy to:

American Embassy  
 Financial Management Office  
 Ave. La Paz

To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

(c) Contractor Remittance Address. The Government will make payment to the Contractor’s address stated on the cover page of this contract, unless a separate remittance address is shown below:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_