



Embassy of the United States of America

July 15, 2020

To: Prospective Quoters

Subject: Request for Quotations number **19H08020Q0022**

Enclosed is a Request for Quotations (RFQ) for **19H08020Q0022 - Purchase and Installation of Office Furniture**. If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document.

A Virtual Site Visit has been scheduled for **July 17, 2020 at 11:00 a.m.** Prospective offerors should send to castrowurx@state.gov the complete names, ID numbers and email address for 1 or 2 participants from your company (more people will not be accepted) for meeting instructions no later than 12:00(noon) **on July 16, 2020 making reference to RFQ 19H08020Q0022.**

In order for a quotation to be considered, you must also complete and submit the following:

1. Standard Form SF-18 (blocks 11, 12, 13, 14, 15 and 16).
2. Pricing Section, Section 1
3. Instructions to Offerors, Section 3

Your quotation must be submitted on or before **July 29, 2020 at 10:00 a. m.** in a sealed envelope marked as follows and delivered at the following address:

Quotation Enclosed-RFQ 19H08020Q0022
Attention: Kevin Brendle, Contracting Officer
U. S. Embassy in Tegucigalpa, Col. San Carlos Portón 3

Documents received after this deadline will be declined and may not be considered.

The U.S. Government intends to award a contract to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract/purchase order 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.

Contractors are strongly encouraged to have an Active Status in the System Award Management (SAM) at the time of submission of the quote.

Sincerely,

Kevin Brendle
Contracting Officer

Enclosure

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- Evaluation Factors

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

THIS RFQ IS IS NOT A SMALL BUSINESS SET-ASIDE

PAGE 1 OF 24 PAGES

1. REQUEST NO. 19H08020Q0022	2. DATE ISSUED 07/15/2020	3. REQUISITION/PURCHASE REQUEST NO. PR9231992	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1 <input checked="" type="checkbox"/>	RATING
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5a. ISSUED BY AMERICAN EMBASSY TEGUCIGALPA GSO, ACQUISITIONS UNIT, ATTN: GSO TEGUCIGALPA HONDURAS	6. DELIVER BY (Date)
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5b. FOR INFORMATION CALL (NO COLLECT CALLS)		7. DELIVERY
NAME Ricardo X. Castro Wu	TELEPHONE NUMBER	<input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)
AREA CODE	NUMBER 011 504 9435-8380	9. DESTINATION

8. TO:		a. NAME OF CONSIGNEE AMERICAN EMBASSY TEGUCIGALPA
a. NAME	b. COMPANY	b. STREET ADDRESS APARTADO POSTAL NO. 3453, ATTN: GSO

c. STREET ADDRESS	c. CITY TEGUCIGALPA
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d. CITY	e. STATE	f. ZIP CODE	d. STATE	e. ZIP CODE
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10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE 10:00 AM ON 07/29/2020

IMPORTANT: 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 service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation 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)
	See line items				

12. DISCOUNT FOR PROMPT PAYMENT <input checked="" type="checkbox"/>	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
b. STREET ADDRESS					
c. COUNTY			a. NAME (Type or print)		AREA CODE
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		NUMBER

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-18
RFQ NUMBER **19H08020Q0022**
PRICES

I. SCOPE OF SERVICES

The Contractor shall deliver all equipment requested by the U.S. Embassy Tegucigalpa to the following address:

U.S. Embassy Warehouse
Ave. La Paz, Colonia Palmira
Edificio Vitrales, Blvd. Los Proceres

Installation is required at Ocotal, Tegucigalpa, Honduras. (*exact address will be provided to site visit participants*)

II. PERFORMANCE WORK STATEMENT

- A. This is a firm-fixed price, single award contract.
- B. Items outlined below shall be brand name or equal of the purchase request. No additional sums will be payable on account of any escalation in the cost of materials, equipment or labor, or because of the Contractor's failure to properly estimate or accurately predict these prices or difficulty of achieving the results required by this contract. Nor will the contract price be adjusted on account of fluctuations in the currency exchange rates.
- C. SUPPLIES AND PRICES
The Contractor shall provide to the U.S. Government the new products as described in the specifications for the stated firm fixed price. Further, the Contractor shall properly perform the pre-delivery inspection on the products and deliver them to the location set forth under Place of Delivery, of this contract. The firm fixed price shall include the products pre-delivery inspection, certificates of origin, operator's manuals, warranty certificates and any other documentation mandated by the destination country.
- D. MULTIPLE PROPOSALS/ALTERNATIVE SOLUTIONS
Contractors shall not submit, nor shall the Government accept or evaluate, multiple proposals offering alternative solutions. Contractors shall not submit, nor shall the Government accept or evaluate, multiple solutions within one proposal.
- E. All prices must be in local currency (Lempiras). Please provide images of each item in your offer.

III. PRICING SECTION

CCOI Furniture	Quantity	Unit	Unit Price (lempiras)	Total (lempiras)
MODULAR WORK STATION 1.22 m LONG X 0.50 m WIDTH x 0.75 H, WITH THREE DRAWER METAL CABINET	34	ea		
L-SHAPED MODULAR WORK STATION 1.60 m L X 1.60 m L x 0.50 W x 0.75 H, WITH THREE DRAWER METAL CABINET	2	ea		
BACK STATION PANELS WHICH CONSIST OF PARTITIONS THAT HELP REDUCE NOISE AND CREATE PRIVACY 0.025 M THICK X 1.22M LONG X 1.20M HEIGHT	34	ea		
SIDE STATION PANELS WHICH CONSIST OF PARTITIONS THAT HELP REDUCE NOISE AND CREATE PRIVACY 0.025 M THICK X 0.50M LONG X 1.20M HEIGHT	68	ea		
RECTANGULAR WORK SURFACE TO SUPPORT PRINTING AND SCANNING EQUIPMENT (1.20M LONG x 0.45M WIDTH x 0.75 HEIGTH)	4	ea		
RECTANGULAR WORK SURFACE TO SUPPORT WALK THROUGH METAL DETECTOR AREA (2.00M LONG x 0.45M WIDTH x 0.75 HEIGTH)	1	ea		
CONFERENCE TABLE FOR 6 PEOPLE COLOR GRAY	1	ea		
EXECUTIVE CHAIR	9	ea		
SEMI EXECUTIVE CHAIR	34	ea		
LABOR AND INSTALLATION SUPPORT	1	service		
Total				Lps.

VALUE ADDED TAX. Value Added Tax (VAT) is not applicable to this contract and shall not be included in the CLIN rates or Invoices because the U.S. Embassy has a tax exemption certificate from the host government.

DELIVERY

The installation service is needed at Ocotol, Tegucigalpa, Honduras (the exact address will be provided to the company awardee). The contractor shall provide **ALL** items (brand name or equal) listed under **APPENDIX A, TECHNICAL SPECIFICATIONS OF ITEMS** of this RFQ, and ship to the place of delivery specified.

The Contractor shall deliver all items not later than 30 calendar days after date of contract award. No partial deliveries are permitted, unless otherwise specified by Contracting Officer at time of award.

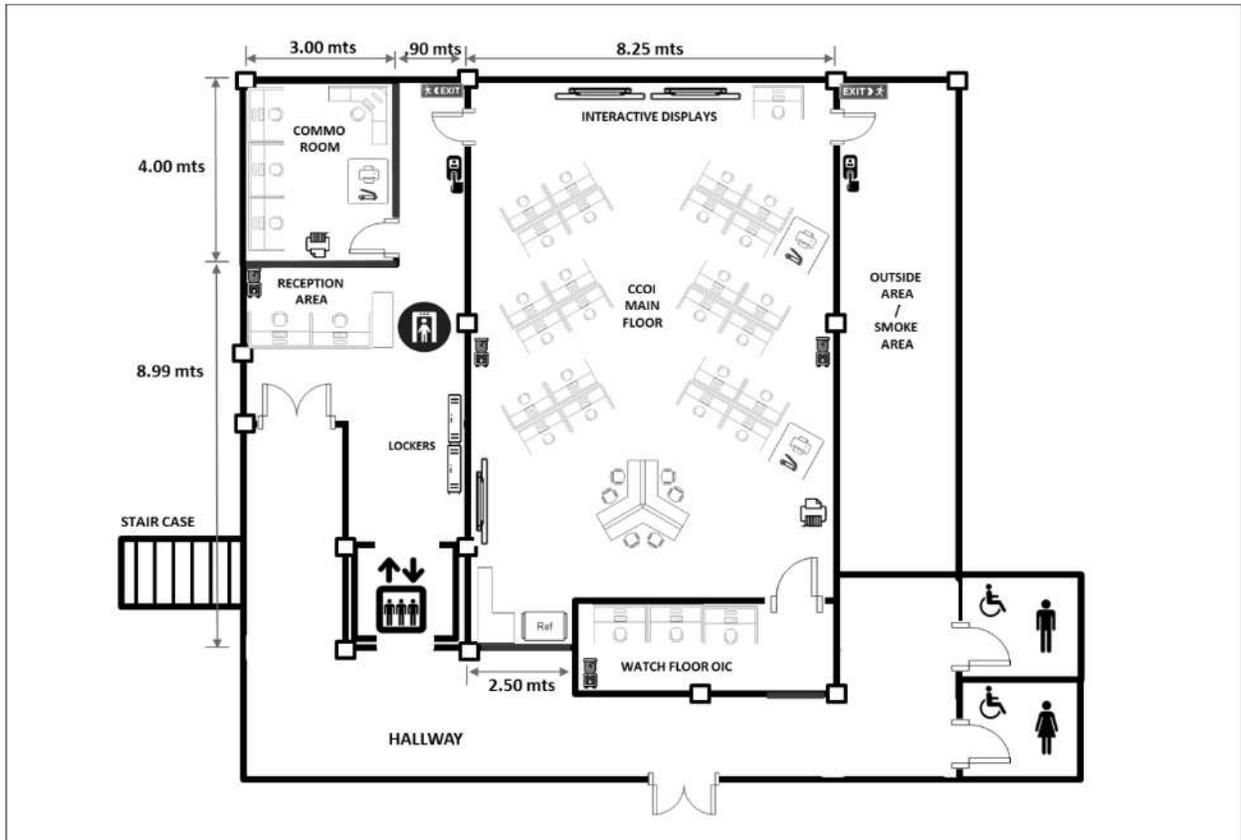
NOTE: Offerors shall include specific details and delivery dates in their responses to this RFQ. All pricing shall reflect in Lempiras.

Any Contractor personnel involved with the delivery of the items shall comply with standard U.S. Embassy regulations for receiving supplies. The Contracting Officer's Representative (COR) will be responsible for instructing contractor personnel at the time deliveries are made.

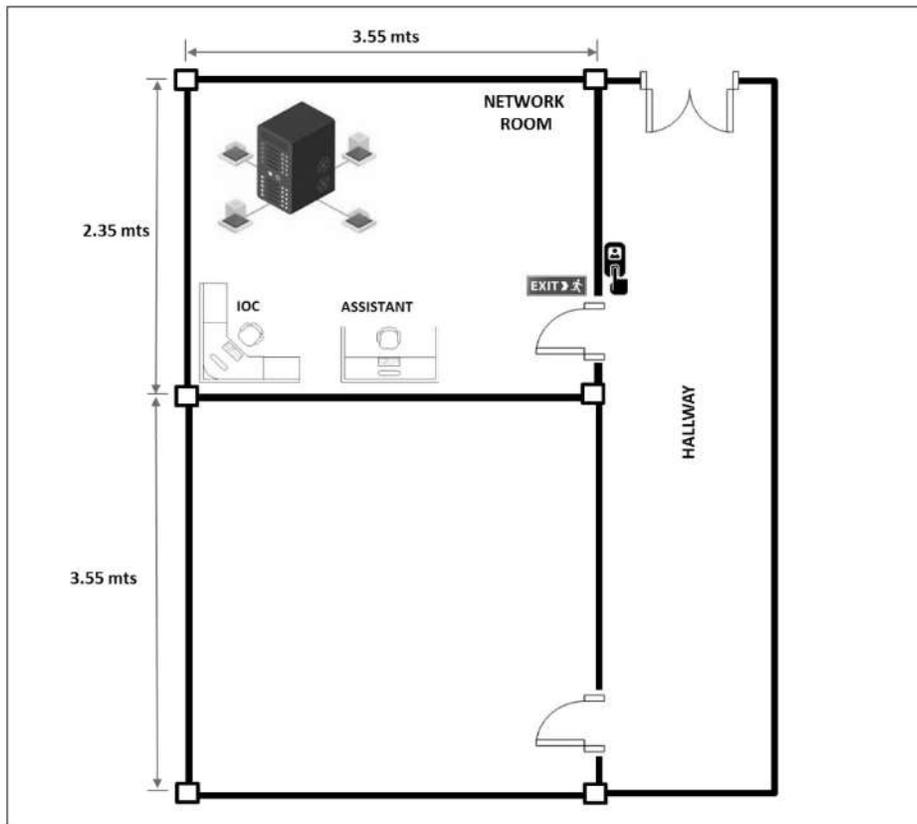
CONTINUATION TO SF-18
RFQ NUMBER 19H08020Q0022
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 11 (b)
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

APPENDIX A: TECHNICAL SPECIFICATIONS

Floor Plan



Network Room and Tactical Communications Room Floor Plan



- **001 MODULAR WORK STATION**

QUANTITY: 34

SPECS:

1.22m LONG X 0.50m WIDTH x 0.75 HEIGHT, WITH THREE DRAWER METAL CABINET, COLOR GRAY

- **002 L-SHAPED MODULAR WORK STATION**

QUANTITY: 2

SPECS:

1.60m LONG X 1.60m LONG x 0.50m WIDTH x 0.75m HEIGHT, WITH THREE DRAWER METAL CABINET, COLOR GRAY

- **003 BACK STATION PANELS WHICH CONSIST OF PARTITIONS THAT HELP REDUCE NOISE AND CREATE PRIVACY.**

QUANTITY: 34

SPECS:

0.025 m thick x 1.22m long x 1.20m height, fabric upholstered panels feature an interior material, frame and core covered with a heavy tackable liner for structural strength and support. Panels feature raceways that provide convenient access for data cables & electrical wiring. Color: gray on the metal portion with orange upholstered panels.

- **004 SIDE STATION PANELS WHICH CONSIST OF PARTITIONS THAT HELP REDUCE NOISE AND CREATE PRIVACY.**

QUANTITY: 68

SPECS:

0.025 m thick x 0.50m long x 1.20m height, fabric upholstered panels feature an interior material, frame and core covered with a heavy tackable liner for structural strength and support. Panels feature raceways that provide convenient access for data cables & electrical wiring. Color: gray on the metal portion with orange upholstered panels.

- **005 RECTANGULAR WORK SURFACES TO SUPPORT PRINTING EQUIPMENT**

QUANTITY: 4

SPECS:

1.20M long x 0.45m width x 0.75m height; it must include a support at both sides to hold equipment's weight. Height must be within industry standards considering ergonomic research results. Color: Gray

- **006 RECTANGULAR WORK SURFACES TO SUPPORT WALK THROUGH METAL DETECTOR AREA**

QUANTITY: 1

SPECS:

2.00M long x 0.45m width x 0.75m height; it must include a support at both sides to hold equipment's weight. Height must be within industry standards considering ergonomic research results. Color: Gray

- **007 CONFERENCE TABLE FOR 6 PEOPLE**

QUANTITY: 1

SPECS:

CONFERENCE TABLE FOR 6 PEOPLE COLOR GRAY

- **008 EXECUTIVE CHAIR**

QUANTITY: 9

SPECS:

BACK MESH, FABRIC UPHOLSTERY, CENTER-TILT WITH LOCK AND TENSION CONTROL, FIVE CASTERS, COLOR: BLACK

- **009 SEMI EXECUTIVE CHAIR**

QUANTITY: 34

SPECS:

BACK MESH, FABRIC UPHOLSTERY, CENTER-TILT WITH LOCK AND TENSION CONTROL, FIVE CASTERS, COLOR: BLACK

SECTION 2 - CONTRACT CLAUSES
RFQ NUMBER **19H08020Q0022**

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018) and (DEVIATION 2017-02) (JUNE 2017, is incorporated by reference)

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (MAR 2020)

(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) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805note)).

(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.]

__ (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.)

X (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. 6101note).
- (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 (*Mar 2020*) (15 U.S.C.657a).
- (ii) Alternate I (*Mar 2020*) of 52.219-3.
- (12)
- (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (*Mar 2020*) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (ii) Alternate I (*Mar 2020*) of 52.219-4.
- (13) [Reserved]
- (14)
- (i) 52.219-6, Notice of Total Small Business Set-Aside (*Mar 2020*) (15 U.S.C.644).
- (ii) Alternate I (*Mar 2020*).
- (iii) Alternate II (*Nov 2011*).
- (15)
- (i) 52.219-7, Notice of Partial Small Business Set-Aside (*Mar 2020*) (15 U.S.C. 644).
- (ii) Alternate I (*Mar 2020*) 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 (*Mar 2020*) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (*Nov 2016*) of 52.219-9.
- (iii) Alternate II (*Nov 2016*) of 52.219-9.

- (iv) Alternate III (Mar 2020) of 52.219-9.
- (v) Alternate IV (Aug 2018) of 52.219-9
- (18) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (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 (Mar 2020) (15 U.S.C. 657f).
- (22)
- (i) 52.219-28, Post Award Small Business Program Rerepresentation (Mar 2020) (15 U.S.C. 632(a)(2)).
- (ii) Alternate I (MAR 2020) of 52.219-28.
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (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 (Mar 2020) (15 U.S.C. 637(m)).
- (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)).
- (27) 52.222-3, Convict Labor (*June 2003*) (E.O.11755).
- X (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).
- (29) 52.222-21, Prohibition of Segregated Facilities (*Apr 2015*).
- (30)
- (i) 52.222-26, Equal Opportunity (*Sept 2016*) (E.O.11246).
- (ii) Alternate I (*Feb 1999*) of 52.222-26.
- (31)
- (i) 52.222-35, Equal Opportunity for Veterans (*Oct 2015*) (38 U.S.C. 4212).
- (ii) Alternate I (*July 2014*) of 52.222-35.
- (32)
- (i) 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.
- (33) 52.222-37, Employment Reports on Veterans (*Feb 2016*) (38 U.S.C. 4212).
- (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (*Dec 2010*) (E.O. 13496).
- X (35)
 - (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).
 - (36) 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.)
 - (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) 52.223-12, 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 52.223-13.
 - (41)
 - (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (*Jun 2014*) (E.O.s 13423 and 13514).
 - (ii) Alternate I (*Jun 2014*) of 52.223-14.
 - (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 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (*Aug 2011*) (E.O. 13513).

— (45) 52.223-20, Aerosols (*Jun 2016*) (E.O. 13693).

— (46) 52.223-21, Foams (*Jun 2016*) (E.O. 13693).

— (47)

(i) 52.224-3 Privacy Training (*Jan 2017*) (5 U.S.C. 552 a).

— (ii) Alternate I (*Jan 2017*) of 52.224-3.

— (48) 52.225-1, Buy American-Supplies (*May 2014*) (41 U.S.C. chapter 83).

— (49)

(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.

— (50) 52.225-5, Trade Agreements (*Oct 2019*) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (51) 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).

— (52) 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).

— (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (*Nov 2007*) (42 U.S.C. 5150).

— (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (*Nov 2007*) (42 U.S.C. 5150).

X (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (*Feb 2002*) (41 U.S.C.4505, 10 U.S.C.2307(f)).

— (56) 52.232-30, Installment Payments for Commercial Items (*Jan 2017*) (41 U.S.C.4505, 10 U.S.C.2307(f)).

— (57) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (*Oct 2018*) (31 U.S.C. 3332).

X (58) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (*Jul 2013*) (31 U.S.C.3332).

— (59) 52.232-36, Payment by Third Party (*May 2014*) (31 U.S.C.3332).

__ (60) 52.239-1, Privacy or Security Safeguards (*Aug 1996*) (5 U.S.C. 552a).

__ (61) 52.242-5, Payments to Small Business Subcontractors (*Jan 2017*) (15 U.S.C. 637(d)(13)).

__ (62)

(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.

__ (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 2018*) (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) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (*Aug 2019*) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [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.

(vi) [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](#).

(vii) [52.222-21](#), Prohibition of Segregated Facilities (*Apr 2015*).

(viii) [52.222-26](#), Equal Opportunity (*Sept 2015*) (E.O.11246).

(ix) [52.222-35](#), Equal Opportunity for Veterans (*Oct 2015*) ([38 U.S.C.4212](#)).

(x) 52.222-36, Equal Opportunity for Workers with Disabilities (*Jul 2014*) (29 U.S.C.793).

(xi) 52.222-37, Employment Reports on Veterans (*Feb 2016*) (38 U.S.C.4212)

(xii) 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.

(xiii) 52.222-41, Service Contract Labor Standards (*Aug 2018*) (41 U.S.C. chapter 67).

(xiv)

(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 78and E.O 13627).

(xv) 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).

(xvi) 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).

(xvii) 52.222-54, Employment Eligibility Verification (*Oct 2015*) (E.O. 12989).

(xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (*Dec 2015*).

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (*Jan 2017*) (E.O. 13706).

(xx)

(A) 52.224-3, Privacy Training (*Jan 2017*) (5 U.S.C. 552a).

(B) Alternate I (*Jan 2017*) of 52.224-3.

(xxi) 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).

(xxii) 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.

(xxiii) 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)

ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more 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:

<http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl>

to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

The following FAR clauses are provided in full text:

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for

contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.
(End of clause)

The following DOSAR clauses are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

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 to the office identified facturastgu@state.gov. 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:

(End of clause)

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(a) The COR for this contract is Program Assistant.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

(End of clause)

SECTION 3 - SOLICITATION PROVISIONS
RFQ NUMBER 19H08020Q0022

Instructions to Offeror. Each offer must consist of the following:

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (MAR 2020), is incorporated by reference (see SF-18)

ADDENDUM TO 52.212-1
(None)

A. Summary of Instructions. Each offer must consist of the following:

A.1. A completed solicitation, in which the SF-18 cover page (blocks 13, 14, 15 and 16 as appropriate), and Section 1 has been filled out and includes offer validity at least 60 calendar days.

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

1. Name of a Project Manager (or other liaison to the U.S. Embassy) who understands written and spoken English;
2. Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
3. List of clients over the past 3 years, demonstrating prior experience with relevant past performance information and references.
4. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
5. Evidence that the offeror/quoter has all licenses and permits required by local including Permiso de Operación (current), RTN (current). The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.
6. Acknowledgment of solicitation amendments, if any.
7. 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.

ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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: <http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>.

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet “search engine” (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

PROVISION TITLE AND DATE

52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN— REPRESENTATION AND CERTIFICATIONS (DEC 2012)
52.237-1	SITE VISIT (APR 1984)

A Virtual Site Visit has been scheduled for **July 17, 2020 at 11:00 a.m.** Prospective offerors should send to castrowurx@state.gov the complete names, ID numbers and email address for 1 or 2 participants from your company (more people will not be accepted) for meeting instructions no later than 12:00(noon) **on July 16, 2020 making reference to RFQ 19H08020Q0022.**

The following provision(s) is/are provided in full text:

52.204-7 System for Award Management. As prescribed in 4.1105(a)(1), use the following provision:

SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

(a) Definitions. As used in this provision—

“Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government

entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

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

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial 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 SAM

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

(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”.

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) (1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of 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 “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

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

(3) Company physical street address, city, state, and Zip Code.

(4) Company mailing address, city, state and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

(End of provision)

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.

652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

(2) For all others, the Department of State Advocate for Competition at cat@state.gov.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman Management Counselor, at (504) 2236-9320. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

SECTION 4 - EVALUATION FACTORS
RFQ NUMBER 19H08020Q0022

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 4.
- The Government reserves the right to reject proposals that are unreasonably low or high in price. The Government intends to evaluate this requirement based off of the lowest price technically acceptable (LPTA).
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices – Continuation to SF-18” and arriving at a grand total.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ **to include the technical information required by Section 3.**
- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - Adequate financial resources or the ability to obtain them;
 - Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - Satisfactory record of integrity and business ethics;
 - Necessary organization, experience, and skills or the ability to obtain them;
 - Necessary equipment and facilities or the ability to obtain them; and
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.