



Embassy of the United States of America

Date: June 9, 2020

To: Prospective Quoters

Subject: Solicitation Number **19H08020Q0016 for Maintenance Generator Sets EMBASSY FACMS**

Enclosed is a Request for Quotations (RFQ) for **Maintenance Generator Sets EMBASSY FACMS**. 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, and submit in a sealed envelope marked "**Enclosed Quote**" and have your Company's name and address, the RFQ Number **19H08020Q0016** and in attention to **Kevin Brendle**, Contracting Officer on or **before 10:00 a.m. on Wednesday, June 24, 2020** to:

American Embassy, Porton 3, Col. San Carlos, Tegucigalpa, Honduras.

Question in English to the RFQ must be submitted on **Monday, June 15, 2020 at 10:00 a.m via e-mail to proctgu@state.gov** . All answer to question will be answered in the same way on **Wednesday, June 17, 2020** before close of business.

The U.S. Government intends to award a contract/purchase order 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.

The Contractor must be registered in the System Award Management (SAM) at the time of submitting a quote.

Sincerely,


Kevin L. Brendle
Contracting Officer



Enclosure

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

THIS RFO IS IS NOT A SMALL BUSINESS SET-ASIDE

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1. REQUEST NO. 19H0002000016		2. DATE ISSUED 09/09/2020		3. REQUISITION/PURCHASE REQUEST NO. PR9049185		4. CERT. FOR NAT. DEF. UNDER EOGA REG. 2 AND/OR DMS REG. 1		5. RATING	
5a. ISSUED BY AMERICAN EMBASSY TEGUCIGALPA GSO, ACQUISITIONS UNIT, ATTN: GSO TEGUCIGALPA HONDURAS						6. DELIVER BY (Date) 09/01/2020			
5b. FOR INFORMATION CALL (NO COLLECT CALLS)						7. DELIVERY			
NAME Jely X Cabrera			TELEPHONE NUMBER			<input type="checkbox"/> FOB DESTINATION		<input type="checkbox"/> OTHER (See Schedule)	
AREA CODE			NUMBER 94559894			8. DESTINATION			
8. TO:						9. NAME OF CONSIGNEE AMERICAN EMBASSY TEGUCIGALPA			
a. NAME			b. COMPANY			b. STREET ADDRESS FINAL AVE. LOS PROCERES, ATTN: LOCAL EMBASSY WAREHOUSE			
c. STREET ADDRESS						c. CITY TEGUCIGALPA			
d. CITY			a. STATE		f. ZIP CODE		d. STATE		e. ZIP CODE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 09/04/2020				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 quote. Any representations and/or certifications attached to this Request for Quotation must be completed by the quote.					

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

ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)

12. DISCOUNT FOR PROMPT PAYMENT	a. 15 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					AREA CODE	
c. COUNTY			a. NAME (Type or print)		NUMBER	
d. CITY			c. TITLE (Type or print)			
a. STATE		f. ZIP CODE				

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STANDARD FORM 18 (REV. 6-85)
Prescribed by GSA-FAR (48 CFR) 53.215-1(a)

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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-18
RFQ NUMBER 19H08020Q0016

I. PERFORMANCE WORK STATEMENT

The United States Embassy in **TEGUCIGALPA** requires professional services and contractor cost proposals from an authorized CATERPILLAR dealer to perform preventive maintenance services of the facility’s standby generator systems.

I.1 TYPE OF CONTRACT:

This is a firm fixed price contract payable entirely in US Dollars. Prices for all Contract Line Item Numbers (CLIN) shall include proper disposal of toxic substances

I.2 PERIOD OF PERFORMANCE:

The contract will be for a period of one-year, with a maximum of two one-year optional periods of performance and will be expected to commence no later than August 01, 2021

I.3 PRICING:

The rates below include all costs associated with providing preventive maintenance services and responding to unlimited emergency calls in accordance with the attached scope of work, and the manufacturer’s warranty including materials, labor, insurance, overhead, profit and GST (if applicable).

NOTE that for DE40E0S R3 Genset Embassy will provide filters and belts as they were shipped with the generator from the factory.

I.3.1. Base Year. The Contractor shall provide the services shown below for the base period of the contract and continuing for a period of 12 months.

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service (\$)	Total per year (\$)
1	3508 compound genset	1	Bi monthly	6		
2	C27 compound genset	1	Bi monthly	6		
3	D200P3 compound genset	1	Bi monthly	6		
4	ASCO 7000 Automatic transfer switch	4	Every 6 months	2		
5	GEP16SP4 Motorpool genset	1	Bi monthly	6		
6	DE40E0S R3 Genset	1	Bi monthly	6		
	Total Base Year					

I.3.2. Option Year 1. The Contractor shall provide the services shown below for the base period of the contract and continuing for a period of 12 months.

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service (\$)	Total per year (\$)
1	3508 compound genset	1	Bi monthly	6		
2	C27 compound genset	1	Bi monthly	6		
3	D200P3 compound genset	1	Bi monthly	6		
4	ASCO 7000 Automatic transfer switch	4	Every 6 months	2		
5	GEP16SP4 Motorpool genset	1	Bi monthly	6		
6	DE40E0S R3 Genset	1	Bi monthly	6		
	Total Base Year					

I.3.3. Option Year 2. The Contractor shall provide the services shown below for the base period of the contract and continuing for a period of 12 months.

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service (\$)	Total per year (\$)
1	3508 compound genset	1	Bi monthly	6		
2	C27 compound genset	1	Bi monthly	6		
3	D200P3 compound genset	1	Bi monthly	6		
4	ASCO 7000 Automatic transfer switch	4	Every 6 months	2		
5	GEP16SP4 Motorpool genset	1	Bi monthly	6		
6	DE40E0S R3 Genset	1	Bi monthly	6		
	Total Base Year					

II. PROJECT REQUIREMENTS:

The Contractor shall perform preventive maintenance as described in this STATEMENT OF WORK. The objective of scheduled preventive maintenance is to eliminate system malfunction, breakdown and deterioration when units are activated/running.

DESCRIPTION OF EQUIPMENT *:

**Please see attachment at the end of this sheet for more details*

III. GENERAL REQUIREMENTS:

The contractor shall provide the labor and materials required to carry out all preventive maintenance as outlined in this SOW. Embassy staff have service manuals for Generators and ATS's on-site. The contractor shall confirm on-site manuals are complete and current and provide the Contracting Officer's Representative (COR) a listing of any missing or out of date manuals.

Insurance

Personal Injury, Property Loss or Damage (Liability). The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor's personnel in the performance of this Contract.

The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this Contract, whatever insurance is legally necessary. The Contractor shall carry the following minimum insurance:

Public Liability Insurance

Bodily Injury	\$ 2,000 per occurrence	\$ 10,000 Cumulative
Property Damage	\$ 2,000 per occurrence	\$ 10,000 Cumulative

Workers' Compensation and Employer's Liability

Worker's Compensation Insurance. The Contractor agrees to provide all employees with worker's compensation benefits as required under local laws

IV. SCOPE OF WORK - - GENERATOR PREVENTIVE MAINTENANCE

The contractor shall provide all materials, supervision, labor, tools, and equipment to perform preventive maintenance. All personnel working in the vicinity shall wear and /or use appropriate safety protection while work is performed. Any questions or injuries **shall** be brought to the attention of the Post COR and Occupation Safety and Health Officer (OSHA). Material Safety Data Sheets (MSDS) shall be provided by the contractor for all HAZMAT materials. Copies will be provided to the COR for approval.

The systems and components to be maintained include diesel generator prime mover, alternator, fuel, cooling, ventilation and lubrication systems, start and transfer systems, as well as control and monitoring systems. The attached equipment list provides details.

1. The contractor shall provide the COR with a list of necessary parts and materials.
2. Oil, fluids, filters and preventive maintenance parts shall be provided at the expense of the U.S. Govt.
 - a. Only fluids which meet or exceed manufacturer's specifications shall be used.
 - b. All fluids shall be delivered in original sealed containers.

- c. Note that for DE40E0S R3 Genset embassy will provide filters and belts **ONLY** as they were shipped with the machine.
3. The contractor shall provide emergency assistance for generator support, included in the price of the contract, within **24 hours** of being contacted by the COR.
4. The Government **will not** provide load banks for generator testing.

If any discrepancies are found with the generator systems that are not covered under this scope of work, the contractor shall provide the following:

1. Detailed report noting the discrepancy found.
2. Bill of Materials (BOM) to include component name, quantity, part #, and price for any repair material required and material lead time.
3. Price quote for repair labor.

SAFETY & SPECIAL INSTRUCTIONS:

1. Use appropriate personal protective equipment (PPE) when performing work
2. Check all work areas, tools, and equipment to ensure unsafe conditions are eliminated or guarded against.
3. Follow site safety procedures.
4. Schedule maintenance with operating personnel and affected offices (security).
5. Follow approved lockout/tag out procedures.
6. Lockout and disconnect the main power before tightening the main supply lugs in order to avoid the hazard of electrical shock, which could result in serious personal injury or death.
7. Review and follow the manufacturer's instructions.
8. Record results in the equipment history log.
9. Remove lockout/tag out in accordance with appropriate procedures.
10. Report all incidents and near miss incidents to COR and assist as requested in the investigation and corrective action.

At a minimum, the following work shall be completed:

Notes:

- Contractor shall submit to the COR for review, work sheet/checklist that will be used for performing maintenance service.
- A discrepancy report shall be submitted to the COR immediately upon discovery of any condition that could result in equipment failure.
- Test and inspection report shall be submitted to the COR within three days of completing work.
- Laboratory report for all chemicals (oil, coolant or fuel analysis) shall be submitted to the COR within 30 days from date of service.
- The Contractor is responsible for proper disposal of toxic/hazardous substances. All material shall be disposed of according to Government and Local law.

Maintenance Interval Schedule

- *This is a basic generic list. Manufacturer's recommendations should be followed and supersede recommendations in this list. Note: contractor should confirm these before finalizing contract.*

The purpose of this Statement of Work is to ensure the entire standby generator systems for this facility are maintained according to manufacturer's recommendations to ensure the readiness and proper operation of the system.

A. Bi-Monthly inspection

- Perform visual inspection as recommended by manufacturer
- Run equipment under load observe for abnormal readings, noises and overall working state of the equipment.
- Oil samples for all genset engines shall be taken in each of the bi-monthly inspections to check for wear metal tendencies, physical contaminants and properties.
- Diesel fuel of each day tank shall be filtered via kidney loop cart until an ISO 18/15 level be obtained per particle counter sample in each of the bi-monthly inspections.

B. Semi-annual Schedule

1. Conduct visual inspection around generator.
 - Check for evidence of leaks, damage, loose or missing hardware.
 - Inspect engine and generator wiring harness for wear and damage.
 - Inspect supports and spring isolators for soundness and stability.
 - Inspect system for corrosion.
 - Hoses and Clamps – Inspect and replace if needed.
 - Belts – Inspect and adjust/replace if needed.
 - Inspect all fuel, oil, and water piping for secure mounting and leaks.
 - Inspect exhaust piping and muffler insulation.
 - Check / service air cleaner
2. Batteries.
 - Battery charger – Inspect operation and clean.
 - Battery electrolyte level and specific gravity – Check and adjust. Add distilled water as needed.
 - Perform battery load test.
 - Clean battery terminals and lugs (apply grease on terminal connections).
3. Fluids and Filters.
 - Cooling System Coolant Level - Check and adjust.
 - Coolant conditioner (DCA/SCA) / Antifreeze protection – Check and adjust to specs.
 - Jacket Water Heater - Check proper operation.
 - Water pump - Check
 - Engine Oil Level - Check and add if needed.
 - Fuel/water separators – Drain water.
 - Engine Air Cleaner Service Indicator – Check, replace filter if needed.
4. Generator Room.
 - Fuel system – Inspect and treat fuel if needed, check fuel level, drain water and sediment.
 - Test fuel for degradation, water and microbial contamination.
 - Test autofill system, return to tank and alarms.
 - Check tank vents & overflow piping for obstructions
 - Test alarms and or pumps in secondary containment.
 - Check hoses, piping and connections.
 - Space Heater/Room exhaust fan - Check for proper operation.
 - Air intake/exhaust – Ensure nothing obstructs airflow; louvers are free and operate properly.
5. Control Panel/generator cabinet.
 - Open all cabinets; remove panel covers to clean/inspect.
 - Clean dust and vacuum all the controls, meters, switching mechanism components, interior buswork, Remote Start control panel, Annunciator and connecting lugs.

- Inspect/Check buswork and supporting hardware for carbon tracking, cracks, corrosion, or any type of deterioration.
 - Check all control wiring and power cables (especially wiring between or near hinged door) for sign of wear and deterioration.
 - Check the cabinet interior for loose hardware – tighten connections.
 - Electrical Connections - Check tightness
 - Clean and remove dust from panels.
6. Automatic Transfer Switch (ATS).
- Inspect seals.
 - Note date of last battery change. (Replace if 2 years or older).
 - Tighten connections.
 - Check for hot spots using visual infrared thermometers, not just thermometer gun.
 - Clean dust and vacuum all the controls, meters, switching mechanism components, interior bus work, Remote Start control panel, Annunciator and connecting lugs of the ATS.
 - Inspect/Check bus work and supporting hardware for carbon tracking, cracks, corrosion, or any type of deterioration.
 - Check all control wiring and power cables (especially wiring between or near hinged door) for sign of wear and deterioration.
 - Check the cabinet interior for loose hardware – tighten connections.
 - Check for evidence of overheating contacts.
 - Check ATS operation, calibrate and record time delays if necessary. Observe and record retransfer/cool down time.
 - Exercise ATS.
 - Prior to performing test, confirm with the COR.
 - This test shall consist of an electronic operation of the switch from the normal source 1 position to the alternate source 2 position and a return to normal.
7. Run unit – No load.
- Run the generator with no load for 10 minutes.
 - Remote Start Panel-Inspect and test operation. Inspect and clean.
 - Check the generator for unusual conditions, such as: excessive vibration, leaks, smoke.
 - Verify all gauges and indicators are normal and functioning properly.
 - Check all indication lights, replace any defective bulbs.
 - Check operation of safeties & alarms
8. Start unit and run under load for 1 hour.
- Unit should be run under facility load if COR authorizes to test and exercise entire system.
 - If facility load is not permissible or is not a minimum of 50% of rated capacity or if wet stacking is prevalent, the unit shall be exercised with a load bank to a minimum 75% capacity for 2 hours.
 - Automatic Start/Stop – Inspect.
 - Check louvers, shutters and room exhaust fans for proper operation.
 - Generator Set Vibration – Inspect.
 - Read and record all gauges/meters.
 - Record load readings – Voltage, amps, frequency, power factor.
 - Check exhaust for excessive black or white smoke.
 - Check turbocharger for vibrations or any abnormal noise during operation.
 - Check generator bearing for noise and overheating.

- Check exhaust manifold, flexible exhaust, muffler, and piping for leaks and secure mountings.
 - Check Crankcase breather/Blow By
 - Check / service air cleaner
9. Additional.
- Ensure system is left in proper position for automatic start and transfer.
 - Clean generator and generator room. Wash radiator if necessary.
 - Annotate date, hours and maintenance in Generator log, complete maintenance checklist and deficiency report and brief COR.
 - Perform any additional maintenance tasks as recommended in the manufacture's operation and maintenance manuals.
- Per list delivered at start of contract per equipment.**
- Submit Service Inspection and Test Report to COR.

C. Annual Schedule or every 250hrs, whichever comes first:

1. Conduct semi- annual / monthly PM service
2. Engine Air Cleaner Elements – Replace.
3. Engine Crankcase Breather – Clean.
4. Engine Valve Lash - Inspect/Adjust per manufacturer's maintenance schedule.
5. Engine Oil Sample - Obtain and perform analysis. Submit report to COR.
6. Engine Oil and Filter(s) – Replace.
7. Annotate date and hours on all filters when replaced.
8. Fuel Filters and Water Separators – Replace.
 - a. To include filters to day tanks if applicable.
9. Obtain fuel sample at day tank and storage tank for analysis.
 There are two main storage tanks in the compound, and each genset is fitted with a day tank.
 Tests to be performed on the fuel: Water per ASTM D 95, Sediment per ASTM D 2709, Sulfur per ASTM D 4294, API per ASTM D 287, distillation per ASTM D 86 and Cetane index per ASTM D 976
10. Radiator – Clean (follow manufacturer's recommendation).
11. Intake louvers and ducts – Inspect/Clean (follow manufacturer's recommendation). Replace filters.
12. Cooling System Coolant Sample - Test
13. Cooling System Supplemental Coolant Additive (SCA) - Test/Add
14. Coolant filter – Change if applicable
15. Crankshaft Vibration Damper - Inspect
16. Engine Protective Devices - Check
17. Turbocharger – Inspect/Check
18. Clean and lubricate fuel pump linkages if applicable.
19. Fan bearing – Inspect/Grease.
20. Generator – Check for moisture, dust, oil, grease, and debris on main stator windings, exciter.
 Check commutator & slip rings, rotor & stator, bearings, bearing lubrication, voltage regulator.
 Measure & record resistance readings of windings with insulation tester (Megger). Clean as needed
21. Calibrate voltage-sensing relays/devices.
22. Check injector pump and injectors for flow rate pressure
23. Clean / Test Aftercooler Core
24. Check Rotating Rectifier
25. Inspect Alternator

26. Inspect / Check Varistor

27. FOR D200P3 PCC GENERATOR ONLY. Connect load bank and run generator at 50% rated load for 30 minutes 75% rated load for an hour and at 100% rated load for an hour.

D. 2 Year Maintenance Schedule:

1. Conduct the Semi-annual and Annual PM Service.
2. Clean and inspect the oil cooler if radiator mounted.
3. Clean and inspect the after cooler if radiator mounted.
4. Generator – Check for moisture, dust, oil, grease, and debris on main stator windings, exciter. Clean as needed
5. Generator bearing – Inspect/Grease (or as recommended by manufacturer).
6. Service or replace the batteries in the Digital Module every two years. (as applicable)

E. 3 Year Maintenance Schedule.

1. Cooling System Coolant – Flush system and replace coolant
2. Cooling System thermostat – Replace
3. Belts and hoses – Replace
4. Starting Batteries - Replace
5. Generator Main Stator Winding Temperature (if equipped with winding defectors) – Check and record main stator winding temperatures with engine under load. NOTE: Nominal temperature values for stand by units are 180⁰C (356⁰F) for the alarm and 205⁰C (401⁰F) for the shutdown.
6. Generator Bearing and Bearing Bracket Temperature (If Equipped) – Check and record all bearing bracket temperatures with the engine under a load. NOTE: Nominal temperature values for the bearing bracket are 85⁰C (185⁰F) for the alarm and 95⁰C (203⁰F) for the shutdown.

F. Additional maintenance required per manufacturers recommendations and service interval:

Perform all additional manufacturer recommended procedures as stated in manufacturer’s manual (see deliverables below)

G. Additional:

1. **DELIVERABLES:** The contractor shall supply to post:

Description	Delivery Date	Deliver to
Additions to Maintenance Interval Schedule on this contract to meet all manufacturer’s recommendations	One per equipment that requires it 5 days after contract award	COR
Names, ID card numbers of contractor personnel. Data for Vehicles brand, color and plates	5 days after contract award and every time personnel or vehicles change	COR
Current certificate of Insurance for medical aid to employees and damage to equipment	10 days after contract award and upon request during the contract.	COR

Current certification of disposal of toxic chemicals by local authorities	Once at the beginning of contract or upon request during the contract.	COR
Checklist filled and signed by Contractor's employee	One per equipment after completion of each bi-monthly service	COR
Diesel fuel testing	One per year on each of the daytanks for each genset and one for each of the two main fuel tanks	COR
Diesel fuel particle count	One per each genset's day tank after completion of each bi-monthly kidney loop.	COR
Oil Testing and Analysis	One per genset after completion of each bi-monthly visit	COR
Field report signed by contractor and embassy representative	One per equipment after each diagnostic visit	COR
Invoice	One after completion of each bi-monthly maintenance service	COR

Equipment List: (list generators, ATS, day tanks and other related equipment to be serviced or maintained)

Equipment	Manufacturer	Make	Model	Eng hrs	Specifications	Location
Compound #1	CATERPILLAR	3508	23Z02113	5006	3Ph 208V 938KVA	Mech. Room
3508 day tank	PRYCO	600 GAL	A61332774	N/A	N/A	Mech. Room
Compound #2	CATERPILLAR	C-27	MJE04349	293	3Ph 208V 1000KVA	Post 3 parking
C-27 day tank	United Alloy	CAT 421-7213	A-61070733	N/A	N/A	Post 3 parking
Compound #3	OLYMPIAN	D200P3	NN501879	1067	3Ph 208V 250KVA	Post 1 parking
D200P3 day tank	TRAMONT	SYSTEM 2000	SYSTEM 2000	N/A	N/A	Post 1 parking
Chancery ATS #1	ASCO	H07ATSA31200C5X0	1294161 RE	N/A	3Ph 208V 1200A	Mech. Room
Lights ATS #2	ASCO	H07ATSA31000C5X0	1294162 RE	N/A	3Ph 208V 1000A	Elect. Room
Power ATS #3	ASCO	G07ATSA32600C5X0	1294160 WE	N/A	3Ph 208V 2600A	Elect. Room
Genset ATS #4	ASCO	G07ATSA33000C5XC	1294159 WE	N/A	3PH 208V 3000A	Mech. Room
Motorpool genset	OLYMPIAN	GEP16SP4	OLY00000CD4J01428	288	1Ph 240/120 20KVA	Motorpool
R3 genset	CATERPILLAR	DE40E0S	CAT00C33KGT402455	20	1Ph 220/110 45KVA	R3

END OF STATEMENT OF WORK

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018)

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).

X (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](#)).
 - (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\(f\)](#)).
 - _X_ (57) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (*Oct* 2018) ([31 U.S.C. 3332](#)).
 - (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:

[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 (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 78](#)and 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 OF	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION CONTRACT (FEB 2000)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

The following FAR clauses are provided in full text:

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, **shall not exceed 3 years.**

(End of clause)

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 and copies to the office identified below. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

Facturas@state.gov

Financial Management Officer
2nd floor American Embassy
Tegucigalpa

(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)

652.237-72 Observance of Legal Holidays and Administrative Leave (FEB 2015)

(a) The Department of State observes the following days as holidays:

- New Year's Day (US/H)
- Martin Luther King Junior (US)
- Washington's Birthday/President's Day (US)
- Holy Thursday (H)
- Good Friday (H)
- Easter Saturday (H)
- Day of the Americas (H)
- Honduran Labor Day (H)
- Memorial Day (US)
- Independence Day (US)
- Labor Day (US)
- Central American Independence Day (H)
- Francisco Morazán's Birthday (H) *

Discovery of America (H)*
Honduran Armed Forces Day (H)*
Columbus Day (US)
Veteran's Day (US)**
Thanksgiving Day (US)
Christmas Day (US/H)
New Year's Day (US/H)

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; if it falls on Saturday the preceding Friday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractors accounting policy.

(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 ***Facilities Electro-mechanical Engineer.***
(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)

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.

52.204-7 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.

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(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)

SECTION 3 - SOLICITATION PROVISIONS

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-1449, Block 27A)

ADDENDUM TO 52.212-1

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

A.1. A completed solicitation, in which the SF-18 is filled out.

A.2, **A copy of the Certificate of Insurance**

A.3. Information demonstrating the offeror's/quoter's ability to perform, including:

(1) Name of a Project Manager who understands written and spoken English;

(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;

(3) The offeror shall provide all licenses and permits required by local law such as the "Permiso de Operacion" and "RTN"

A. 4 Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work.

A.5 Complete Offer must be submitted in English Language.

A.6 SAM registration Copy

A. 7 The offeror shall demonstrate that business is a legitimate Caterpillar authorized representative.

A.8 Acknowledgment of solicitation Amendments if any.

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)

SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 3.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices and arriving at a grand total, including all option, if any.
- 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.

ADDENDUM TO EVALUATION FACTORS FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

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

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).