

REQUEST FOR QUOTATION NUMBER: PR5112442

PRICES, BLOCK 11

1.0. PERFORMANCE WORK STATEMENT

A. The Contractor shall install a Total Grounding Solution System for the Baldy Beacon Communications site, in accordance with the Statement of Work.

B. The performance period of this contract is from the start date in the Notice to Proceed and continuing for 6 weeks.

2.0. PRICING

This is a firm fixed-price purchase order.

(a) The Contractor shall provide the services for the period of the contract at the rates shown below.

(b) The prices listed below shall include all labor, materials, overhead, and profit.

(c) GENERAL SALES TAX (GST)

GENERAL SALES TAX. General Sales Tax (GST) is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices. Local law dictates the portion of the contract price that is subject to GST; this percentage is multiplied only against that portion. It is reflected for each performance period. The portions of the solicitation subject to GST are:

2.1 Prices

Performance Period: Six (6) weeks after Notice to Proceed (NTP) issued:

| Item No. | Supplies/Services | Quantity | Unit | Unit Price | Amount |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 2.1.1 | Installation of the total grounding solution | 1 | Each | | |
| 2.1.2 | Wire #4 Ground wire | 150 | Each | | |
| 2.1.3 | #4 Bare Coper Clad ground wire | 800 | Each | | |
| 2.1.4 | 5/8 X 8" Ground Rods | 40 | Each | | |
| 2.1.5 | Heavy Duty Earth Rod Clamps | 40 | Each | | |
| 2.1.6 | Ground Bus Bar | 2 | Each | | |
| 2.1.7 | #2 Ground Wire | 150 | Each | | |
| 2.1.8 | Cadweld Shots | 45 | Each | | |
| 2.1.9 | 3" Copper Strap .022 thickness | 80 | Each | | |
| 2.1.10 | Carbon | 100 | Each | | |
| 2.1.11 | Copper Ligs | 8 | Each | | |
| 2.1.12 | Warranty (2Yrs) | 1 | Each | | |
| 2.1.13 | Report on Sustainability & Maintenance | 1 | Each | | |
| 2.1.14 | Travel Costs | 1 | Each | | |
| | Sub-Total | | | | |
| | GST | | | | |
| | Grand Total Price | | | | |

REQUEST FOR QUOTATION NUMBER: PR5112442

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

INTRODUCTION

The purpose of this Statement of Work (SOW) is to establish the requirements to purchase the following Total Grounding Solution.

1. Install a Total Grounding Solution for the Baldy Beacon NEMO Tower
2. Give written recommendations for Sustainability & Maintenance of this grounding System.
3. Provide Two (2) years' Service Warranty for any fault associating to works conducted.
4. Training of Staff to maintain the Total Grounding Solution

BACKGROUND INFORMATION

The Bureau of International Narcotics and Law Enforcement Affairs (INL) is an instrumental partner with the Government of Belize in the development of policies and programs to combat international narcotics and crime. INL programs support two of the Department of States' strategic goals: (1) to reduce the entry of illegal drugs into the United States; and (2) to minimize the impact of international crime on the United States and its citizens. One of the many ways to effectively meet the listed goals is to partner with allied governments both directly and indirectly to promote the modernization of and support the enforcement operations of their foreign criminal justice systems and law enforcement agencies.

The International Narcotics and Law Enforcement (INL) Office of the U.S. Embassy in Belize is responsible for the administration of projects and funds that come from INL. INL provides training and equipment to members of the Belize Police Department, Coast Guard and Military through the administration of projects funded through the U.S. Department of State's Bureau of International Narcotics and Law Enforcement (INL) Affairs.

GENERAL

The U.S. Department of State (DoS) Bureau of International Narcotics and Law Enforcement Affairs (INL) requires technical assistance for the management of a cross-border community policing project funded through the Bureau of Counterterrorism's Regional Strategic Initiative (RSI) program. The US Embassy, SOUTHCOM and Government of Belize have embarked on a multi-million dollar communications upgrade to improve interoperability and strengthen security and communication capacity for the Belize Government. The Baldy Beacon site will now support classified & mission critical communications for the police, coast guard, military and to support NEMO for crisis management. To support this upgrade of their communication system a total grounding solution is required to ground all buildings, equipment and the NEMO tower at the Baldy Beacon Communications site.

The tower is currently grounded at all 3 anchors and the solar panels are grounded and connected to the tower. The out-buildings and antennae installed on the tower are not connected. The parabolic antenna is grounded and connected to the tower's grounding. The terrain on which the system is located is very stony and may require special preparations to ensure that the grounding system is secured and functions properly.

| | |
|----------------|-------------------------------|
| Project Name: | Grounding of Tower |
| Project Code: | IN36BZMM |
| Beneficiaries: | NEMO/Belize Police Department |
| Needed by: | April 30, 2016. |

SCOPE

This Statement of Work (SOW) applies to the installation of a Total Grounding Solution System for the Baldy Beacon Communications site, Cayo, Belize by a contractor located in Belize. The objective is to run buried bare copper-clad cable around the perimeter of the buildings and make a grounding Grid, using multiple ground rods. A copper strap ground halo is to be installed inside the equipment building around the top of the perimeter is required for additional protection of the communication equipment.

The Contractor shall be responsible for providing the personnel, permits, services, and any necessary Government approvals. The contractor shall supply all necessary equipment and materials under the terms of this contract in order to install a complete and fully functional grounding system for all buildings, equipment and the Nemo Tower.

The Contractor shall provide ALL equipment (not partial) and materials required under this contract. The government will not furnish any equipment or materials required for the performance of this contract.

TYPE OF CONTRACT

The Government intends to award a firm, fixed-price, single contract award for the requirements identified in this RFQ. The price shall include all direct and indirect costs, profit, shipping/delivery charges, export requirements, insurance, etc. The price will not be subject to adjustment after award.

EVALUATION FACTORS/BASIS FOR AWARD

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible contractor. The evaluation process shall include the following:

- a) **Compliance Review.** The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations which do not conform to the solicitation.
- b) **Technical Acceptability.** The Government will thoroughly review those proposals remaining after the initial evaluation to determine technical acceptability. The Government will review Technical Acceptability by reviewing information provided. The Government may also review experience and past performance to verify quality of past performance.
- c) **Price Evaluation.** The lowest price will be determined by multiplying the offered prices times the estimated quantities in the "Pricing" section and arriving at a grand total. The Government reserves the right to reject proposals that are unreasonably low or high in price.
- d) **Responsibility Determination.** The Government will determine Contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR subpart 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.
- e) **Past Performance.** Candidates must be qualified in the communication field and must show evidence of prior performance of similar services.

ACQUISITION METHOD

This contract as issued has no set aside restrictions.

DELIVERY DATE(S)

Contractor shall provide a detailed schedule by phase. Contractor performance time is based on calendar days and shall not exceed 90 calendar days from the issuance of the notice to proceed (NTP). Workday losses due to inclement weather shall be extended on a day for day basis with no monetary compensation. Workday losses for inclement weather are those days which 50% or more of the day is lost and shall be submitted for approval to the Contracting Officer (CO) or Contracting Officer Representative (COR). The Contractor shall maintain a daily log for weather and personnel on site. The COR in his or her capacity shall conduct inspections and review of such documents during and upon completion of the project. If the Contractor is unable to perform within the period of performance he/she must notify the contracting officer at least 7 days before the period of performance ends.

Appendix

A – Technical Specification

B – Pricing and Delivery

C – Contractor Responsibilities

D – Pictures of Baldy Beacon Communication Site

APPENDIX A

TECHNICAL SPECIFICATIONS

The task must be completed within 6 weeks of the award. The Contractor shall furnish all labor, permits, transportation, equipment, materials, and any other items necessary to provide and install a complete and functional design and install a total grounding solution at the Baldy Beacon Communications site, Cayo, Belize.

The objective is to run buried bare copper-clad cable around the perimeter of the buildings and make a grounding Grid, using multiple ground rods. A copper strap ground halo is to be installed inside the equipment building around the top of the perimeter. This is required for additional protection of the communication equipment. Complete resistance testing of the site will need to be done after all grounding devices have been installed. The target resistance value to achieve a 5.0 ohms as required by the N.E.C.

Baldy Beacon is located at 17° 0'16.35"N 88°47'29.01"W. The roads to the area are unimproved and may be subject to poor conditions during inclement weather. The site is remote, but access to the property can be arranged during daylight hours 7 days a week. The location terrain is very stony.

ASSESSMENT OF THE CURRENT GROUNDING SYSTEM

A check on the grounding system for the tower and other power system reveals that the system needs much improvement. The tower is grounded at all 3 anchors and the solar panels have been grounded and connected to the tower. The buildings and antennae installed on the tower are not connected. The parabolic antenna is grounded and connected to the tower's grounding.

The terrain on which the the system is located is very stony and to improve on the grounding will be a challenge. There may be the need to add multiple earth rods (5/8' X 8') and grounding bare wire with carbon if required. The ground rods will have to be BONDED to bare copper-clad wire and other grounds, presently in use. These Bonds will have to be done by exothermic method (Cadweld) in order to secure a proper connection. When rods are being installed, testing of the ground will be done for resistance value. A complete resistance testing of the site will be done after all grounding devices have been installed. The target is to achieve a resistance value of 5.0 ohms as required by the N.E.C.

A copper strap ground halo is to be installed inside the equipment building around the top of the perimeter. This is required for additional protection of the communication equipment.

The proposal is to run buried bare copper-clad cable around the perimeter of the buildings and make a grounding Grid, using multiple ground rods.

APPENDIX B

PRICING:

All pricing submissions shall be completed and should factor all materials, labor and administrative cost required to conduct the Grounding Solution. Offeror shall price all items – no partial bids will be accepted.

Equipment list and/or equivalent to specifications

| DESCRIPTION | QUANTITY |
|--|----------|
| Installation of the total grounding solution | 1 |
| Wire #4 Ground wire | 150 |
| #4 Bare Coper Clad ground wire | 800 |
| 5/8 X 8" Ground Rods | 40 |
| Heavy Duty Earth Rod Clamps | 40 |
| Ground Bus Bar | 2 |
| #2 Ground Wire | 150 |
| Cadweld Shots | 45 |
| 3" Copper Strap .022 thickness | 80 |
| Carbon | 100 |
| Copper Ligs | 8 |
| Warranty (2Yrs) | 1 |
| Report on Sustainability & Maintenance | 1 |
| Travel Costs | |

INVOICING

The Contractor after satisfactory completion of the work shall submit invoices to belmopaninvoices@state.gov and copy to Contracting Officer Representative.

PERIOD OF PERFORMANCE

Contractor shall provide a detailed schedule by phase. The period of performance is 6 weeks after the date of the award. The Contractor, within a maximum of 6 weeks' time, shall acquire, test and deliver the total grounding solution to U.S. Embassy Belmopan, Belize. If the Contractor is unable to perform within the period of performance he/she must notify the contracting officer at least 7 days before the period of performance is to expire. The delivery to final destination of equipment is urgent and offeror is encouraged to provide their best delivery terms.

CUSTOMS CLEARANCE AND TAX EXEMPTIONS

If applicable, the USG will assist the Contractor in obtaining customs clearance and tax exemption certificates from the GOB.

EXPORT LICENSE

The Contractor shall comply with Sections 38-40 of the Arms Export Control Act (AECA) (22 U.S.C. 2778-2780) and the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130) as required, for the conduction of work under this contract at no additional cost to the Government. Failure to be in compliance with AECA and ITAR by date planned for commencement of contract performance as well as during the entire performance of work under this contract shall result in contract termination.

Any penalties rendered to the Contractor, as a direct result of being found non-compliance with AECA and ITAR will be the responsibility of the Contractor. For additional information on AECA and ITAR, see <http://www.pmdtdc.state.gov/>. The Contractor shall comply with license requirements of the Commerce Control List and any Export Administrative Regulations (EAR), which shall apply. Export Restrictions.

INSPECTION AND ACCEPTANCE

The final inspection and acceptance of the solution shall be performed by the USG upon completion of the project. The payment(s) to the Contractor shall be made following satisfactory inspection and acceptance of products by the Contracting Officer's Representative in the Office of INL at the U.S. Embassy Belmopan.

SPECIAL CONSIDERATIONS

The installation will take place at Baldy Beacon and is located in an area where the roads are unimproved and may be subject to poor conditions during inclement weather. The site is remote, but access to the property can be arranged during daylight hours 7 days a week.

Travel will be required. All domestic travel, once approved, is paid according to USG per diem rates. Contractor should include all travel and related expenses in the total price, but clearly list and price as a separate line item, which will be reimbursable.

APPENDIX C

CONTRACTOR RESPONSIBILITIES

SITE INVESTIGATION

The US Embassy plans to conduct site survey at Baldy Beacon to interested parties informed planning to make bid submission for this project. The transportation and the escort for the site visit will be provided by the INL program office or by the Belize Police IT Unit. Site visit will be conducted in March 2016 (exact date TBC) at Baldy Beacon Communication Site.

➤ GEOTECHNICAL SURVEY

- Soils Investigation:
 - A soil investigation is required to determine the areas suitable for digging

➤ C. UNDERGROUND SURVEY

- Underground Utility Investigation:
 - The Contractor shall conduct an investigation that will identify the dimensioned horizontal and vertical locations of any underground utility on the Grounding site using line detection equipment or other appropriate methods. Also identify any large manmade or natural underground obstructions that may impact the digging.

IMPLEMENTATION

The Contractor shall install a Total Grounding Solution to support all existing equipment, buildings and the Nemo Tower. Taking into account terrain, equipment, weather and, results from the geotechnical and utility surveys, and existing grounding.

CONTRACT ADMIN

The Contractor and any Sub-Contractor(s) shall provide Grounding site administration services during the duration of the project. The Contractor and Sub-Contractor(s) do not necessarily have to be on site concurrently if there are no critical activities taking place that require the Sub- Contractor's participation.

The services required shall include, but not be limited to; field observations sufficient to verify the quality and progress of Grounding work, conformance and compliance with the contract documents, and to attend/chair meetings as may be required by the Contracting Officer Representative (COR) to resolve special issues.

Contractor and Sub-Contractor(s) shall conduct weekly site inspection/field observation visits where applicable. Site inspection/field observation visits may be conducted in conjunction with regularly scheduled bi-weekly Grounding job meetings, depending on the progress of work, for weeks that Grounding job meetings are scheduled. The Contractor and their Sub-Contractor(s) shall submit a field observation report for each site inspection to the COR. Also, they shall conduct inspections during major Grounding activities including, but not limited to the following examples: concrete pours, steel and truss installations, code inspections, final testing of systems, achievement of each major milestone required on the Grounding schedule, and requests from the COR. The assignment of a full time on-site Sub-Contractor does not relieve the Contractor of their site visit obligation.

CONTRACT CLOSE OUT

Prior to Contract close out the Contractor shall prepare and distribute the coordinated punch list, written warranties and other related forms and documents, and supply to the COR for review and certification of final contract acceptance and completion. The Contractor and their Sub-Contractor(s) accompanied by the Project Manager and COR shall conduct site inspections to determine the dates of substantial and final completion. The Contracting Officer will issue the only recognized official notice of substantial completion.

The Contractor shall provide all activities and deliverables associated with the “Close-Out Phase” of this project as part of their Lump Sum base bid. The Contractor and/or Sub-Contractor(s) may not use this time for additional job meetings or extended administrative services during the Grounding Phase of the project.

DELIVERABLES

1. PRICING:

Vendor should conduct a detail assessment of the cost of conducting a total grounding solution for the Baldy Beacon Communication Site. Cost should include all phases of work to be completed, administrative and associated cost in the performances of work to be done under this contract. Cost to be fixed firm pricing. Any deviation or increases to cost must be justifiable and agreed to by the Contracting Officer and should be caused by unforeseen circumstances. Any additional cost cause by contractor negligence in doing proper pricing research will be at contractors own expenses.

2. TESTING RESULTS AND RECOMMENDATIONS FOR SUSTAINABILITY:

Contractor shall conduct a test to ensure that the grounding solution installed is proper and adequate for the Equipment. Contractor shall give written recommendation for

sustainability and maintenance of the solution.

3. WARRANTY

Two (2) years' Service Warranty for any fault associating to works conducted.

Quotes shall clearly specify the time and type of warranty offered for the entire system.

Within the warranty period any parts, accessories, service and repairs for the above equipment and services should be available and obtainable within a 30 day period of time.

4. PERFORMANCE:

Contractor shall provide performance history of no less than three years conducting such works. Contractor should note that Technical Evaluation Panel reserves the right to contact any past client to gain feedback and accuracy about information received.

5. LETTER OF RECOMMENDATION:

The Contractor shall provide 2 letters of recommendation from previous clients.

6. BANK STATEMENT:

Contractor shall provide a Bank verification showing that the contractor has financial standing to meet project cost.

7. SCHEDULE:

Contractor should provide a work schedule indicating timeframe of each phase of work to be completed. The Contractor should be aware of the number of calendar days listed in the contract documents for the project duration. This schedule should be detail and include the schedule duration and completion dates. Particular attention will be given to special working conditions, long lead items and projected delivery dates, etc. Review project milestones (if applicable). This could give an indication of Contractor performance, but not allow a rejection of the bid.

8. TRAINING:

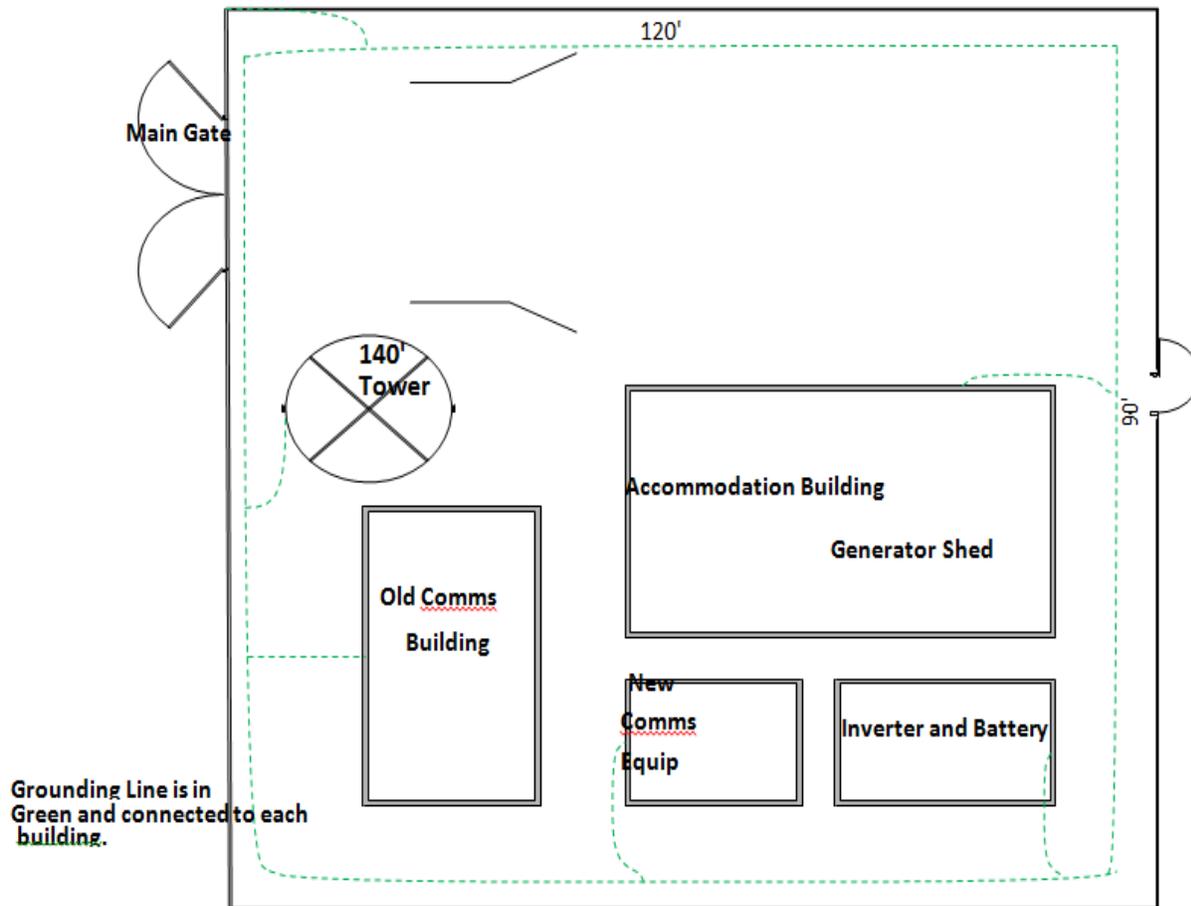
The Contractor shall provide training to Belize Police IT Department on the Maintenance of the Grounding System.

APPENDIX D



Tower and Buildings

Police / NEMO Grounding



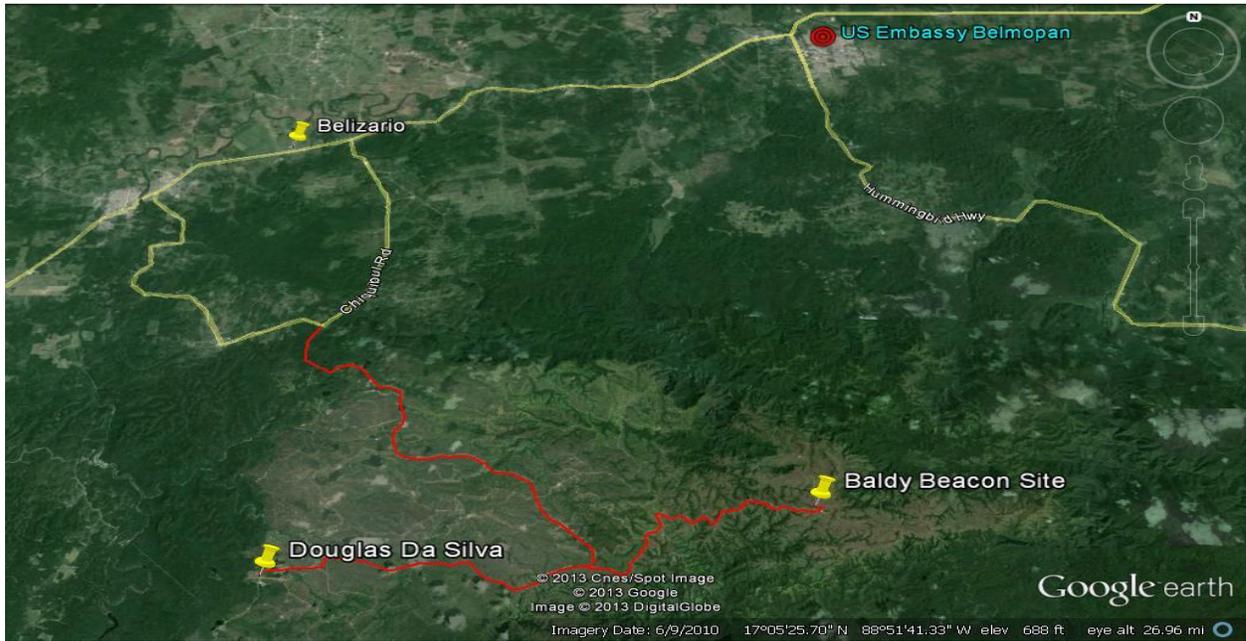
Current Grounding



Solar Panel



Tower



Baldy Beacon Site Map



P25 Radio Network



Microwave Link

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

COMMERCIAL ITEMS

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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

| NUMBER | TITLE | DATE |
|---------------|--|-------------|
| 52.204-9 | Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system) | JAN 2011 |
| 52.212-4 | Contract Terms and Conditions – Commercial Items (Alternate I (MAY 2014) of 52.212-4 applies if the order is time-and-materials or labor-hour) | MAY 2015 |
| 52.225-19 | Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only) | MAR 2008 |
| 52.227-19 | Commercial Computer Software License (if order is for software) | DEC 2007 |
| 52.228-3 | Workers’ Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance) | JUL 2014 |
| 52.228-4 | Workers’ Compensation and War-Hazard Insurance (if order is for services and contractor employees are <u>not</u> covered by Defense Base Act insurance) | APR 1984 |

The following clause is provided in full text:

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

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

Executive orders applicable to acquisitions of commercial items:

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).

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

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

___ (5) [Reserved].

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

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

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

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

___ (10) [Reserved].

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

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

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

___ (ii) Alternate I (JAN 2011) of 52.219-4.

___ (13) [Reserved]

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

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

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

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

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

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

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

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

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

___ (iv) Alternate III (Oct 2014) of 52.219-9.

___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).

___ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

___ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C.

637(d)(4)(F)(i).

— (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

— (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

— (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

— (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).

X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

— (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

— (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

— (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

— (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

— (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

— (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

— (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

— (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

— (ii) Alternate I (Jun 2014) of 52.223-13.

— (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

— (ii) Alternate I (Jun 2014) of 52.223-14.

— (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

— (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

— (ii) Alternate I (Jun 2014) of 52.223-16.

X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

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

— (42)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

— (ii) Alternate I (May 2014) of 52.225-3.

— (iii) Alternate II (May 2014) of 52.225-3.

— (iv) Alternate III (May 2014) of 52.225-3.

— (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301

note).

X (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (50) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Jul 2013) (31 U.S.C. 3332).

X (51) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

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

___ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014)(E.O. 13658).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

___ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

(1) The Comptroller General of the United States, or an authorized representative of the

Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

(viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212)

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(xi)

X (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

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

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

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May

2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of clause)

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

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

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

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

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

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

(End of clause)

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

52.212-1 Instructions to Offerors—Commercial Items.

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

INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2015)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet ([SF 1449](#)). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the [SF 1449](#), letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) “Remit to” address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR [52.212-3](#) (see FAR [52.212-3](#)(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent

of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the

Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

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

GSA Federal Supply Service Specifications Section

Suite 8100

470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR [Subpart 32.11](#)) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency’s evaluation of the significant weak or deficient factors in the debriefed offeror’s offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by

the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-4 Contract Terms and Conditions—Commercial Items.

As prescribed in [12.301\(b\)\(3\)](#), insert the following clause:

CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2015)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of

the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **Definitions.** The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) **Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) **Invoice.**

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to BelmopanInvoices@state.gov . An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the

invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by [33.211](#) if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this

contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; [41 U.S.C. 4712](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The [Standard Form 1449](#).
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the

data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of [Subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the

following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.237-1 SITE VISIT (APR 1984)

The site visit will be held on March 15, 2017 at 11:00 a.m. at Baldy Beacon Site . Prospective offerors/quoters should contact Elisa Gillett at GillettER@state.gov for additional information on the logistics and access to the site by 2:00 p.m. on March 14, 2016.

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.

(b) The COR for this contract is the INL Program Specialist