



December 3, 2015

Dear Prospective Quoter:

**SUBJECT: Solicitation Number: S-CY600-16-Q-0005, Motor Vehicle Insurance**

Enclosed is a Request for Quotations (RFQ) for Third Party (liability only) insurance of the U.S. Government's motor vehicles. If you would like to submit a quotation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 18 that follows this letter.

The Embassy plans to award a purchase order. You are encouraged to make your quotation competitive. You are also cautioned against any collusion with other potential offerors with regard to price quotations to be submitted. The RFQ does not commit the American Embassy to make any award. The Embassy may cancel this RFQ or any part of it.

Please read the RFQ carefully, and if you are interested, submit your quotation. Return the completed SF-18 to the address shown in Block 5a of the SF-18 by December 17, 2015 at 1200 hours (noon). Oral quotations will not be accepted.

The U.S. Government intends to award a contract/purchase order to the responsible lowest price offeror. 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.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matt A. Ellsworth", with a long horizontal flourish extending to the right.

Matt A. Ellsworth  
Contracting Officer

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

THIS RFQ \_ IS x IS NOT A SMALL BUSINESS SET-ASIDE

Page 1 of 2

1. REQUEST NO. SCY60016Q0005		2. DATE ISSUED		3. REQUISITION/PURCHASE REQUEST NO. PR4868928		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING	
5a. ISSUED BY AMERICAN EMBASSY NICOSIA METOCHIOU & PLOUTARCHOU ST, 2470 ENGOMI, ATTN: GSO/PROC NICOSIA						6. DELIVER BY (Date)			
5b. FOR INFORMATION CALL (NO COLLECT CALLS)									
NAME Maria Tsaggaridou				TELEPHONE NUMBER					
8. TO						7. DELIVERY _ FOB DESTINATION      _ OTHER (See Schedule)			
a. NAME N/A						b. COMPANY NOVENDOR			
c. STREET ADDRESS						9. DESTINATION a. NAME OF CONSIGNEE AMERICAN EMBASSY NICOSIA			
d. CITY						b. STREET ADDRESS METOCHIOU & PLOUTARCHOU ST, 2470 ENGOMI, ATTN: GSO/PROC			
e. STATE						c. CITY NICOSIA			
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)				<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.					

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

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
SEE LINE ITEMS						
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER      PERCENTAGE	

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

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

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Prescribed by GSA - FAR (48 CFR) 53.215-1(a)

11. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	Official motor vehides insurance third party only starting on Jan 1,2016-Dec 31,2016. Total Base Year Funding Information: Total: €0.00 ----- €0.00	1.00	AL	€0.00	€0.00
2	Official motor vehides insurance third party only starting on Jan 1,2017 - Dec 31,2017. Total First Option Year Funding Information: Total: €0.00 ----- €0.00	1.00	AL	€0.00	€0.00
3	Official motor vehides insurance third party only starting on Jan 1,2018 - Dec 31,2018. Total Second Option Year Funding Information: Total: €0.00 ----- €0.00	1.00	AL	€0.00	€0.00
4	Official motor vehides insurance third party only starting on Jan 1,2019 - Dec 31,2019. Total Third Option Year Funding Information: Total: €0.00 ----- €0.00	1.00	AL	€0.00	€0.00
5	Official motor vehides insurance third party only starting on Jan 1,2020 - Dec 31,2020. Total Fourth Option Year Funding Information: Total: €0.00 ----- €0.00	1.00	AL	€0.00	€0.00

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- Attachment A: List of Vehicles

### Section 2 - Contract Clauses

- Contract Clauses
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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-18  
RFQ NUMBER S-CY600-16-Q-0005  
PRICES BLOCK 11

Continuation/Addendum to SF-18, RFQ Number S-CY600-16-Q-0005

1. SCOPE OF CONTRACT

The Contractor shall provide insurance coverage and management of the related services for all the U.S. Government owned official vehicles and motorcycles located in the Republic of Cyprus.

The performance period of this contract is from the January 1, 2016 and continuing for 12 months, with four-year options to renew.

2. PRICING

This is a fixed-price indefinite quantity/indefinite delivery contract with four-year options.

(a) The Contractor shall provide the services for the base period of the contract at the rates shown below and any option years exercised by the Government.

(b) The quantities of supplies and services specified in the Schedule are estimates only and are not guaranteed by this contract.

(c) The Contractor shall furnish to the Government, when and if ordered, the supplies or services as specified in this contract. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations. Except as specified in the Delivery-Order Limitations clause or in the paragraph below, there is no limit on the number of orders that may be issued/ordered.

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

The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on invoices. The Government is exempt from VAT and shall prepare a VAT Exemption Certificate for the Contractor.

3. Premiums - Base Period: The Contractor shall provide the services for the premiums shown below for the base period of the contract, starting on January 1, 2015 and continuing for a period of 12 months.

3.1 Third Party Liability Insurance

Item no.	Type	Category	QTY	Price	Annual Premium
001	SALOON	1	15		
002	SUV	2	18		
003	VAN	3	3		
004	PICK UP	4	3		
005	M/BUS 15 SEATER	5	1		
006	TRUCK	6	2		
007	M/CYCLES	7	5		
008	M/BUS 8 SEATER	8	1		
Total Annual Premium:					

4. Premiums – Option Year One: The Contractor shall provide the services for the premiums shown below for Option Year One of the contract, starting one year after start date and continuing for a period of 12 months.

4.1 Third Party Liability Insurance

Item no.	Type	Category	QTY	Price	Annual Premium
001	SALOON	1	15		
002	SUV	2	18		
003	VAN	3	3		
004	PICK UP	4	3		
005	M/BUS 15 SEATER	5	1		
006	TRUCK	6	2		
007	M/CYCLES	7	5		
008	M/BUS 8 SEATER	8	1		
Total Annual Premium:					

5. Premiums – Option Year Two: The Contractor shall provide the services for the premiums shown below for Option Year Two of the contract, starting two years after year after start date and continuing for a period of 12 months.

5.1 Third Party Liability Insurance

Item no.	Type	Category	QTY	Price	Annual Premium
001	SALOON	1	15		
002	SUV	2	18		
003	VAN	3	3		
004	PICK UP	4	3		
005	M/BUS 15 SEATER	5	1		
006	TRUCK	6	2		
007	M/CYCLES	7	5		
008	M/BUS 8 SEATER	8	1		
Total Annual Premium:					

6. Premiums – Option Year Three: The Contractor shall provide the services for the premiums shown below for Option Year Three of the contract, starting three years after year after start date and continuing for a period of 12 months.

6.1 Third Party Liability Insurance

Item no.	Type	Category	QTY	Price	Annual Premium
001	SALOON	1	15		
002	SUV	2	18		
003	VAN	3	3		
004	PICK UP	4	3		
005	M/BUS 15 SEATER	5	1		
006	TRUCK	6	2		
007	M/CYCLES	7	5		
008	M/BUS 8 SEATER	8	1		
Total Annual Premium:					

7. Premiums – Option Year Four: The Contractor shall provide the services for the premiums shown below for Option Year Four of the contract, starting four years after year after start date and continuing for a period of 12 months.

7.1 Third Party Liability Insurance

Item no.	Type	Category	QTY	Price	Annual Premium
001	SALOON	1	15		
002	SUV	2	18		
003	VAN	3	3		
004	PICK UP	4	3		
005	M/BUS 15 SEATER	5	1		
006	TRUCK	6	2		
007	M/CYCLE	7	5		
008	M/BUS 8 SEATER	8	1		
Total Annual Premium:					

8. GRAND TOTAL PRICE

8.1 GRAND TOTAL:

Base Period: \_\_\_\_\_

First Option Year: \_\_\_\_\_

Second Option Year: \_\_\_\_\_

Third Option Year: \_\_\_\_\_

Fourth Option Year: \_\_\_\_\_

Grand Total Euro: \_\_\_\_\_

9. ANNUAL PREMIUMS

9.1 Annual Premiums. Payments shall be made in advance annually.

9.2 Premiums for Vehicles Added or Removed During Period of Performance

9.2.1 Monthly Premiums. Premiums for vehicles added or deleted shall be computed on a monthly basis. Monthly premiums shall be computed by dividing the annual premiums by twelve.

9.2.2 Vehicles and Type of Insurance Coverage Added. Premiums for vehicles added to this contract or for which types of coverage are increased under this contract shall commence on the first day of the month in which the coverage is effective.

9.2.3 Vehicles and Type of Insurance Coverage Removed. Premiums for vehicles removed from coverage under this contract or for which types of coverage are deleted from this contract shall be paid through the last day of the month in which the vehicle or coverage is dropped.

10. OTHER CONTRACTOR REQUIREMENTS

10.1 Managerial and Administrative Support

10.1.1 The Contractor shall furnish all managerial and administrative support necessary to furnish the insurance under this contract.

11. REPORTS

11.1 Monthly. The Contractor shall submit an individual status report for every vehicle involved in an accident, whether the case is pending or resolved. Each report shall cover information for the previous month.

11.2 Semi-Annual. The Contractor shall submit a report twice each year of all resolved cases explaining the circumstances and liability of the parties. This report shall cover the preceding six months.

11.3 List of Vehicles Covered. The Contractor shall update a complete list of all vehicles covered under this contract.

11.3.1 This list shall include, as a minimum, the following items:

- Serial number and brief description of vehicle
- Type(s) of coverage and annual premium for each type of coverage,

11.3.2 The Contractor shall provide this list within ten (10) days of contract award. The Contractor shall update this list within ten (10) days of each contract modification that revises the vehicles to be insured.

## 12. DELIVERABLES

The Contractor shall delivery the following items under this contract:

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver to:</u>
12.1 List of Vehicles Covered	1	10 days after event	Contracting Officer
12.2 Monthly Report	1	5 <sup>th</sup> of each month	COR
12.3 Semi-Annual Report	1	5 <sup>th</sup> of each month	COR

## 13. INSURANCE POLICY

13.1 The Contractor shall include an English translation of the original insurance policy without cost to the Government.

## 14. PERMITS

Without cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the Contractor.

## 15. STANDARDS OF CONDUCT

(a) General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as required. Each Contractor employee is

expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

(b) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.

(c) Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.

(d) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; and organizing or participating in gambling in any form.

**Attachment A – Vehicles List**

REG No.	YEAR	MAKE	MODEL	TYPE	ENG. CC	CATEGORY	LHD
KUR-164	2008	FORD	FOCUS	SALOON	1596	1	
KKF815	2004	MAZDA	MAZDA 3	SALOON	1598	1	
LAC-509	2011	CHEVROLET	CRUZE	SALOON	1598	1	
KXY-317	2010	BMW	116i	SALOON	1599	1	
MAY-276	2013	TOYOTA	AVENSIS	SALOON	1798	1	
MAY-194	2014	TOYOTA	AVENSIS	SALOON	1798	1	
MEE-358	2014	TOYOTA	AVENSIS	SALOON	1798	1	
MEE-221	2014	TOYOTA	AVENSIS	SALOON	1798	1	
KRJ-548	2007	HONDA	FRV	SALOON	1799	1	
KUM-048	2008	HONDA	ACCORD	SALOON	1997	1	
KUN-700	2008	HONDA	ACCORD	SALOON	2354	1	
KUN-615	2008	HONDA	ACCORD	SALOON	2354	1	
KXE-786	2009	CHRYSLER	300C	SALOON	2987	1	
KRB-882	2007	BMW	745Li	SALOON	4398	1	
MEP-148	2014	BMW	760Li	SALOON	5972	1	
MEN-599	2014	NISSAN	X-TRAIL	SUV	1598	2	
KYG-956	2009	MITSUBISHI	OUTLANDER	SUV	2179	2	
LBH-519	2011	KIA	SORENTO	SUV	2199	2	
HMB-417	2000	TOYOTA	L/CRUISER	SUV	2982	2	
HYE-469	2002	TOYOTA	L/CRUISER	SUV	2982	2	
KVJ-765	2008	TOYOTA	L/CRUISER	SUV	2982	2	
KVS-197	2009	TOYOTA	L/CRUISER	SUV	2982	2	
LAN-126	2012	TOYOTA	L/CRUISER	SUV	2982	2	
MEN-018	2014	TOYOTA	L/CRUISER	SUV	2982	2	
MBZ-220	2014	TOYOTA	L/CRUISER	SUV	2982	2	
MBZ-412	2014	TOYOTA	L/CRUISER	SUV	2982	2	
MBZ-783	2014	TOYOTA	L/CRUISER	SUV	2982	2	
KXF-141	2009	MITSUBISHI	PAJERO	SUV	3200	2	
KXF-731	2009	MITSUBISHI	PAJERO	SUV	3200	2	
MAA-723	2013	MERCEDES	ML 350	SUV	3498	2	
KUC-807	2005	TOYOTA	L/CRUISER	SUV	4164	2	
MEK-277	2013	FORD	EXPEDITION	SUV	5408	2	Y
MEX-440	2013	CHEVROLET	SUBURBAN	SUV	5967	2	Y
KMB-192	2005	FORD	TRANSIT	VAN	1998	3	
KUR-599	2008	FORD	TRANSIT	VAN	2198	3	
KUT-162	2008	FORD	TRANSIT	VAN	2402	3	

KRS-021	2007	ISUZU	SINGLE CABIN	PICK UP	2499	4	
LBJ-951	2012	ISUZU	DOUBLE CABIN	PICK UP	2499	4	
LBH-143	2008	KIA	K2900	PICK UP	2902	4	
KSG-848	2007	FORD	TRANSIT	MINIBUS 15 seater	2402	5	
MHM-668	2010	IVECO	EUROCARGO	TRUCK	3920	6	
EYH-123	1998	HINO	FC3WJKA	TRUCK	6014	6	
VU-605	1988	YAMAHA	CHAPPY	M/CYCLE	49	7	
KWQ-486	2008	APRILIA	ATLANTIC 125	M/CYCLE	124	7	
MEM-349	2013	APRILIA	SR MOTARD	M/CYCLE	124	7	
MEM-104	2013	APRILIA	SR MOTARD	M/CYCLE	124	7	
MEM-690	2014	APRILIA	SR MOTARD	M/CYCLE	124	7	
MHH-583	2013	MERCEDES	VITO	MINIBUS	2143	8	

Category 1	Saloon	15
Category 2	SUV	18
Category 3	VAN	3
Category 4	PICK UP	3
Category 5	M/BUS 15 Seat	1
Category 6	TRUCKS	2
Category 7	M/CYCLES	5
Category 8	M/BUS 8 Seat	1
TOTAL		48

## SECTION 2 - CLAUSES

### CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS AWARDED BY OVERSEAS CONTRACTING ACTIVITIES (Current thru FAC 2005-73-75)

#### 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 2014
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 (JUN 2014)

(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) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(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:

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

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

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

\_\_\_ (5) [Reserved].

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

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

\_\_\_ (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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

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

\_\_\_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (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 (May 2014) (15 U.S.C. 637(d)(2) and (3)).
- \_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (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 (Jul 2010) 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—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_ (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_ (23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- \_\_ (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- \_\_ (27) 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)).
- \_\_ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- \_\_ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- \_\_ (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- \_\_ (32) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- \_\_ (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- \_\_ (34) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- \_\_ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_ (36) 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.)
- \_\_ (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)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O. 13423 and 13514).

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

\_\_\_ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (E.O. 13423 and 13514).

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

\_\_\_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

\_\_\_ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O. 13423 and 13514).

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

X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

\_\_\_ (43) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_ (44)(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.

\_\_\_ (45) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

\_\_\_ (46) 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).

\_\_\_ (47) 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).

\_\_\_ (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (50) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_ (51) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (52) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (53) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (54) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_\_ (55) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (56)(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) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- \_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_ (3) 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).
- \_\_ (4) 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).
- \_\_ (5) 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).
- \_\_ (6) 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).
- \_\_ (7) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O.13495).
- \_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
- \_\_ (9) 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 (May 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) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
  - (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
  - (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
  - (vii) 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.
  - (viii) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
  - (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).  
\_\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
  - (x) 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).
  - (xi) 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).
  - (xii) 52.222-54, Employment Eligibility Verification (AUG 2013).
  - (xiii) 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).
  - (xiv) 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.
  - (xv) 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**

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

52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than €50.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--
  - (1) Any order for a single item in excess €30,000.00;
  - (2) Any order for a combination of items in excess of €30,000.00; or
  - (3) A series of orders from the same ordering office within one (1) day that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) Reserved
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one (1) day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

The following FAR clause(s) is/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.

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 five (5) years.

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

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 via email to [NicosiaVoucherUnit@state.gov](mailto:NicosiaVoucherUnit@state.gov). To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).
- (c) Contractor Remittance Address. The Government will make payment to the Contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:


652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number	
(1) United States citizens or residents			
(2) Individuals hired in the United States, regardless of citizenship			
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws		local nationals:	
		third-country nationals:	
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws		local nationals:	
		third-country nationals:	

(b) The Contracting Officer has determined that for performance in the country of Cyprus

Workers' compensation laws exist that will cover local nationals and third country nationals.

Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

652.209-79 REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW (SEPT 2014) (DEVIATION per PIB 2014-21)

(a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or

(2) Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

For the purposes of section 7073, it is the Department of State's policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror represents that—

(1) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(2) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)