



*American Embassy, New Delhi, India
Shanti Path, Chanakyapuri,
New Delhi-110021
Phone No. 91-11-24198628*

Solicitation No. S-IN65016Q0136

Dated: August 09, 2016

→ Name & address of Offeror

Issued by: M/GSO/Contracting

You are invited to quote your lowest prices for advanced life support ambulance both diesel and petrol run versions, right hand driven and Euro IV and above compliant without two equipments (i) Portable & Fixed Oxygen equipment with key wrench & trolley Variable flow regulator (ii) . Automatic external defibrillator with Multi parameter monitor and End Tidal CO2 Monitor at the space provided and submit via email to newdelhibids@state.gov no later than **1400 hours on September 9, 2016**. Offers submitted on any other e-mail shall not be considered for further evaluation. Please ensure quoted product specification meet or equivalent as per requirement listed in annexure-A mentioned below. The Offeror must write their name, address and contact phone number on page 1, 2 and 3. The Contracting Officer shall provide additional information and/or clarifications concerning this solicitation.

Supply - Description

Supply of "Ambulance" Vehicle as per Annexure-A.

1 each

Cost Break Up

- A) Vehicle Cost Petrol _____
- B) Vehicle Cost Diesel _____

C) For Offshore Suppliers (American Embassy is exempt from custom duty)

- b1) freight and insurance up to New Delhi, India _____
- b2) unloading at American Embassy, New Delhi _____

D) For Local suppliers (American Embassy is Exempt from Excise and Central Sales Tax, however please fill in the appropriate columns in order to obtain necessary certifications and exemptions from GOI. American Embassy will issue a J form in lieu of Central Sales Tax (CST))

- D1) Excise duty % and amount (if applicable) for Petrol Run _____
- D2) Excise duty % and amount (if applicable) for Diesel Run _____
- D3) CST (If applicable) for Petrol Run _____
- D4) CST (If applicable) for Diesel Run _____
- D5) Delhi VAT (if applicable) for Petrol Run _____
- D6) Delhi VAT (if applicable) for Diesel Run _____

C7) Freight delivered at American Embassy, New Delhi	_____
C8) Unloading at American Embassy, New Delhi	_____
Total Cost for offshore suppliers for petrol run	_____
Total Cost for offshore suppliers for diesel run	_____
Total Cost (for local supplier) for Petrol Run	_____
Total Cost (for local suppliers) for Diesel Run	_____

➔ IMPORTANT INSTRUCTIONS FOR OFFER SUBMISSION:

Currency of offer submission

- All offshore offers must submit their quote in United States Dollars USD \$.
- Local offerors can submit their offers in either Indian Rupees (INR) or United States Dollars (USD \$).
- This will be a firm fixed price Contract with no additional charges for currency fluctuation.

Kindly submit following documents along with your offer:

- Technical catalogue/data sheet of the offered product along with your offer
- List of clients along with their contact details where you have supplied similar type of vehicles.
- Delivery time: As per manufacturer's schedule.

Other Requirement

- This solicitation requires registration with the System for Award Management (SAM) prior to award, pursuant to applicable regulations and guidelines. Registration information can be found at www.sam.gov.
- VAT (for local suppliers): If VAT is applicable than in order to enable the Government to claim VAT refunds, the offeror shall indicate VAT separately. The supplier shall furnish tax invoice in accordance with New Delhi VAT regulations.
- Custom Duty: US Embassy is exempt from custom duty, relevant exemption Documents for the same will be provided.
- Excise Duty and Central Sales Tax (CST): Applicable for vendors operating within India. American Embassy is exempt from the same. Relevant exemption Documents for the same will be provided.
- Kindly prepare your quotations clearly giving break-up of Excise duty and CST.

Evaluation Factors:

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including technical specifications as mentioned in Annexure A.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ to include the technical information required per Annexure A.
- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - adequate financial resources or the ability to obtain them;
 - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - satisfactory record of integrity and business ethics;
 - necessary organization, experience, and skills or the ability to obtain them;

- necessary equipment and facilities or the ability to obtain them; and
- be otherwise qualified and eligible to receive an award under applicable laws

Terms and Conditions:

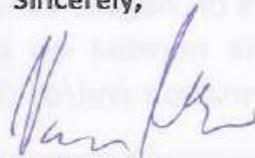
- If your proposal/ offer are accepted, American Embassy will issue a **U S Government purchase order.**
- American Embassy does not make advance payment. Payment is made thru EFT within Net 30 days of receipt of vehicle after receipt of a proper invoice.
- For any technical queries kindly e-mail at lukes@state.gov , sharmac@state.gov before September 6, 2016, 1400 hrs. The answers to the queries will be shared with all prospective bidders. Any query received after September 6, 2016 shall not be entertained.
- Your offer must be submitted electronically no later than 14.00 hours local time on or before September 9, 2016, 14.00 hrs. at – Newdelhibids@state.gov with subject line Request for Quote Number **S-IN650-16-Q-0136** for Purchase of Ambulance. Please do not submit your offer at any other e-mail address or via courier. Offer submitted at any other e-mail address or via courier shall be disqualified for further consideration.
- Offer received after the due time and date shall be dealt with in accordance with the procedures in FAR provision 52.212-1 (f).

Important: The Embassy reserves the right to reject any or all offers and to delete any portion/or items of the solicitation. Your offer should be valid for at least 120 days from the submission date. Once the Purchase Order is awarded, the prices shall hold good till the delivery is completed.

Name of the Offeror_____

Signature_____ Dated_____

Telephone #_____Fax#_____Email ID:_____

Sincerely,

Vanja Vukota
Contracting Officer

Annexure “A”

Advanced Life Support Ambulance

A. Color: There shall be no restrictions concerning the painted color of the ambulance.

B. Emblems and Markings: All items in this section shall be of reflective quality and in contrasting color to the exterior painted surface of the ambulance.

1. There shall be a continuous blue stripe, of not less than 8cm on cab and 15 cm on patient compartment, to encircle the entire ambulance with the exclusion of the hood panel.

2. Emblems and markings shall be of the type, size and location as follows:

a. Front: The word "AMBULANCE", minimum of 10 cm in height, shall be in mirror image (reverse reading) for mirror identification by drivers ahead, with a blue "Star of Life", minimum of 8cm height, to the left and right of the word "AMBULANCE." If vehicle design permits, there shall be a blue "Star of Life" of no less than 30 cm in height on the front section of the patient compartment.

b. Side: Each side of the patient compartment shall have the blue "Star of Life" not less than 30 cm in height. The word "AMBULANCE", not less than 15 cm in height, shall be under or beside each star. The name of the licensee as stated on their provider's license shall be of lettering not less than 8 cm in height.

c. Rear: The word "AMBULANCE", not less than 15 cm in height, and two blue "Star of Life" emblems of not less than 30 cm in height.

d. Top (roof): There shall be a blue "Star of Life" of not less than 60 cm in height as well as the individual provider's ambulance number (example: unit "23") of not less than 30 cm in height.

3. Prior to private sale of ambulance vehicles to the public, all emblems and markings must be removed.

C. Interior Patient Compartment Dimensions:

1. Minimum Patient Compartment Length: 2700 mm.

2. Minimum Patient Compartment Width: 1500 mm.

3. Minimum Patient Compartment Height: 1500 mm from floor to ceiling.

Essential Medical Equipment and other items to be placed on Ambulance
Head of Equipment Group of equipment Name of Items / Equipments Details

A Ventilation and
Airway Equipment

1. Transport Ventilator

2. Portable suction apparatus Wide-bore tubing, rigid pharyngeal curved suction tip; Tonsillar and flexible suction catheters, 5 F-14F

3. Portable & Fixed Oxygen equipment with key wrench & trolley
Variable flow regulator

US Embassy to install their own equipment

4. Oxygen administration equipment

Adequate length tubing' mask (adult, child, and infant sizes), transparent, non-rebreathing, Venturi, and valveless; nasal cannulas (adult, child, and infant sizes)

5. Pocket mask with one-way Valve

6. AMBU Resuscitation Bags:

Adult & Paed.,
Hand operated, self-re- expanding bag (adult and infant sizes), with oxygen reservoir/accumulator, clear mask (adult, child, infant, and neonate sizes); valve (clear, disposable, operable in cold weather)

7. Intubation equipments, Magill's forceps, Laryngoscope blades & other accessories, endotracheal tubes & connecting tubes etc.

8. Airways

Nasopharyngeal, Oropharyngeal (adult, child, and infant sizes)

9. Oxygen saturation monitor with different probes for adult and child

B Monitoring
And Defibrillation

1. Automatic external
defibrillator

US Embassy to install their own equipment

2. Multi parameter monitor

3. End Tidal CO2 Monitor

C Infusions 1. Syringe Pump

2. IV Lines

D Immobilization Devices

1. Cervical collars Rigid for children ages 2 years or older, infant, child, and adult sizes (small, medium, large, and other available sizes)

2. Head immobilization device
(not sandbags)

Firm padding or commercial device

3. Lower extremity traction
devices

Lower extremity, limb-support slings,
padded ankle hitch, padded pelvic
support, traction strap (adult and child
sizes)

4. Upper and lower extremity
immobilization devices

To immobilize one Joint-above and
joint below fracture (adult and child
sizes), rigid-support appropriate
material (cardboard, metal, pneumatic,
vacuum, wood, or plastic)

5. Radio lucent backboards
(long, short) and
extrication device

Joint-above and joint-below fracture
site (chin strap alone should not be
used for head immobilization), adult
and child sizes, with padding for
children, hand holds for moving
patients, short (extrication, head-to-pelvis
length), long (transport, head to
feet), with at least 3 appropriate
restraint straps

E. Stretchers &
Splints

1. Collapsible chair cum

- trolley stretcher
- 2. Spine Board
- 3. Pneumatic Splints

F. Communication Two-way radio communication (UHS, VHF) between EMT, dispatcher, and medical direction (physician)
OR Cellular phone

G. Obstetrical Kit * 1. (separate sterile kit)
Baby receiving tray
with warmer
Towels, 4"x4" dressing, umbilical tape, sterile scissors or other cutting utensil, bulb suction, clamps for cord, sterile gloves, blanket

2. Thermal absorbent blanket and head cover, aluminum foil roll, or appropriate heat-reflective material (enough to cover newborn)

3. Appropriate heat source for ambulance compartment.

H. Miscellaneous 1. Sphygmomanometer (infant, pediatric, and adult regular, large and extra large)

2. Stethoscope (pediatric and adult)

2. Digital Thermometer

3.

4. Heavy duty scissors for cutting clothing, belts, and boots

5. Flashlights (2) with extra batteries and bulbs.

I. Injury Prevention Equipment

1. Appropriate restraints (seat belts, air bags) for patient, crew and family members

2. Child safety restraints.

3. Fire extinguisher

4. Traffic signaling devices (reflective material triangles or other reflective, non-igniting devices)

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LIST OF CONSUMABLE ITEMS

S.No. Name of the item

1. Cotton
2. Bandage (a) 15cm (b) 10cm (c) 6cm
3. Savlon
4. Betadine
5. Leucoplast
6. Pain Spray
7. Mistdress Spray
8. Vinodine Spray
9. Coollex Spray
10. Face Mask (Disposable)
11. Surgical Gloves
12. LMA disposable
13. Wide bore needles
14. Disposable L.P. Needles
15. Syringes ABG (2 & 5 ml)
16. Three way stop cork
17. Extension I/V lines
18. Disposable suction pumps
19. ECG electrodes
20. Lighted Stylets of different sizes
21. Guedel's airway 00-5,00,0,1,2,3,4,5
22. Nasal airways(all sizes) & catheters
23. Binasal Cannula, Combitube, COPA
24. Tracheostomy tube cuff & Plain (all sizes)
25. Mini Tracheostomy kit
26. Ventimask, facemask with nebulizer
27. Pressure Infusion Bags
28. Rightangled Shivel Connector
29. G.V. Paint
30. I.V. Fluids
31. Micro drip-set & Drip-set
32. Nasogastric Tubes

33. Burn Pack : Standard package, clean burn sheets (or towels for children)
34. Triangular bandages (Minimum 2 safety pins each)
35. Dressings : Sterile multi-trauma dressings (various large and small sizes)
ABDs, 10"x12" or larger
4"x4" gauze sponges
Cotton Rolls
36. Gauze rolls Sterile (various sizes)
37. Elastic bandages Non-sterile (various sizes)
38. Occlusive dressing Sterile, 3"x8" or larger
39. Adhesive tape : Various sizes (including 2" or 3") Adhesive tape (hypoallergenic) : Various sizes (including 2" or 3")
40. Cold packs
41. Waste bin for sharp needles, etc.
42. Disposable bags for vomiting, etc.
43. Teeth guard
44. Sample collection kits

B (iii) LIST OF EMERGENCY DRUGS

1. Inj. Adrenaline
2. Inj. Atroine
3. Inj. Calcium Carbonate
4. Inj. Dopamine
5. Inj. Dobutamine
6. Inj. Noradrenaline
7. Inj. Nitroglycerine
8. Inj. Sodium Bicarbonate
9. Inj. Hydrocortisone
10. Inhaler Beclomethasone (250 micro/dose)
11. Inhaler Salbutamol (200 micrograms)
12. Inj. Frusemide
13. Inj. Diazepam/Midazolam
14. Inj. Deriphyllin
15. Inj. Phenytoin sodium
16. Inj. Avil
17. Inj. Metochlorpropamide
18. Inj. Ondansetrone
19. Inj. KCl
20. Inj. Lignocaine 2%
21. Inj. Amiodarone (50 mg/ml)
22. Inj. Magnesium sulphate 25% 2ml.
23. Inj. Mannitol 20 %
24. Inj. Morphine/Inj. Pethidine
25. Inj. Noradrenaline bititrate 4mg, 2 ml. Ampule
26. Activated charcoal
27. Inj. Naloxone HCl
28. Inj. Fentanyl
29. Bacteriostatic water for Injection

30. Inj. Sodium Valporate
31. Inj. Voveran
32. Inj. Paracetamol

(Thirty Two items only)

Annexure - B

CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS AWARDED 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).
- ___ (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).
- ___ (26) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- ___ (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- ___ (28) [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).
- ___ (29) [52.222-35](#), Equal Opportunity for Veterans (Jul 2014)([38 U.S.C. 4212](#)).
- ___ (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- ___ (31) [52.222-37](#), Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- ___ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- x___ (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ___ (34) [52.222-54](#), Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ___ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

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

___ (ii) Alternate I (Jun 2014) of [52.223-13](#).

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

___ (ii) Alternate I (Jun 2014) of [52.223-14](#).

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

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

___ (ii) Alternate I (Jun 2014) of [52.223-16](#).

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

___ (41) [52.225-1](#), Buy American-Supplies (May 2014) ([41 U.S.C. chapter 83](#)).

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

___ (ii) Alternate I (May 2014) of [52.225-3](#).

___ (iii) Alternate II (May 2014) of [52.225-3](#).

___ (iv) Alternate III (May 2014) of [52.225-3](#).

___ (43) [52.225-5](#), Trade Agreements (Nov 2013) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).

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

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

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

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

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

___ (49) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

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

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

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

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

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

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

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this

contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

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

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

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

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

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

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

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

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

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

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

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

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

(xi)

—(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	JUL 1988

	States (for supplies to be delivered to an overseas post)	
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 DOSAR deviation is provided in full text and must be included in all solicitations (please refer to PIB 2014-21 for further information):

652.209-79 REPRESENTATION BY CORPORATIONS 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)