

Managua, 08 March 2016

Dear Prospective Offeror/Quoter:

The Embassy of the United States in Managua, Nicaragua, has a requirement for a contractor to provide Foreign Language Instruction services. You are invited to submit a quotation. The Request for Quotations (RFQ) consists of the following sections:

1. Standard Form SF-18
2. Basic information, statement of work or specifications and technical qualifications.
3. Late quotation rules and evaluation method.

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 (Standard Form) to the address shown in Block 5a of the SF-18 by Close of Business (COB) at 4.15pm on Tuesday 22 March, 2016. Oral quotations will not be accepted.

Sincerely,

Caitlin Piper  
Contracting Officer

Enclosure:  
As Stated.

COVER PAGE  
Standard Form 18

## DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### 1. PRICE AND PAYMENT

- 1.1 VALUE ADDED TAX. Value Added Tax (VAT) is not applicable to this Purchase Order and shall not be included in the rates or Invoices because the U.S. Embassy has a tax exemption certificate from the host government.
- 1.2 The Contractor shall provide a minimum of 15 sessions of 1 hour length each, to be given at a firm fixed price per session. Sessions shall be one hour in length and shall be scheduled between Monday and Friday 8:00 am to 4:00 pm. One student or small groups will be part of any session, as mutually agreed upon by the Contractor and the Government.
- 1.3 The Contractor shall submit an invoice for payment in the proper amount in US Dollars or Nicaraguan Cordoba, to the following e-mail address(es):

[ManaguaVendorInvoice@state.gov](mailto:ManaguaVendorInvoice@state.gov)

cc. [ManaguaGSOProcurement@state.gov](mailto:ManaguaGSOProcurement@state.gov)

### 2. PERFORMANCE WORK STATEMENT

Contractor shall teach at the beginning, intermediate, and advanced levels, using Post- and Contractor-supplied materials. The contractor may conduct instructions in all skills, according to needs of students (reading, pronunciation, writing, and conversation) and at all levels through the entire range of the course curriculum.

Contractor shall provide foreign language instruction to adult students, with a focus on consular interviewing requirements; political, economic, or technical fields; culture of Nicaragua; general interest; and conversational skills. Contractor shall develop the instruction to include the development of speaking, listening, reading, and in some cases writing skills to permit comprehension of relevant media or face-to-face conversation at a professional or survival level, as needed. All instruction shall also include job-relevant language terminology and usage of the designated field of interest. All instruction shall also include job relevant language terminology and usage of the designated field of interest.

Instruction shall be based on proficiency, communication, and academic principles as used in foreign language learning institutions identified below.

- Department of State, Foreign Service Institute;
- Department of Defense, Defense Language Institute;

The Office of Personnel Management shall define the language proficiency levels identified as desired outcomes. All students shall be measured on their language proficiency levels in accordance with the Foreign Service Instituted Language Proficiency Test or other standardized testing that allows placement and measurement of advancement toward language goals.

### **3. PERIOD OF PERFORMANCE**

Classes shall be given between Monday and Friday 8:00 am to 4:00 pm at Embassy of the United States, Managua, Km. 5.5 Carretera Sur. Classes shall end one year after award of Purchase Order, with an option to continue services for an additional year.

### **4. CONTRACTOR FURNISHED PROPERTY**

4.1 The Contractor shall provide qualified instructor(s), who are well versed in all topics to be covered, capable of answering in-depth questions on each topic, will provide the required training in a classroom setting, based on the schedule of training modules or lessons and the objectives and goals for that training. Also, the Contractor shall have other cleared instructors as back-up instructors in case of primary instructor's annual leave, emergencies or unpredictable situations.

4.2 The Contractor shall provide instructor supervisor(s) who will supervise the performance of work under the contract, and who will perform quality assurance in meeting the objectives and goals for that training.

4.3 The Contractor shall provide other required classroom materials such as newspapers, magazines, dictionaries, or photocopied materials, written in the designated language for use by students in exercises or testing.

4.3 If necessary, and after mutual agreement, the

Contractor shall provide, within reasonable distance of the location specified herein, all needed classroom space to include all furnishings necessary for a proper learning atmosphere.

## **5. SPECIFIC TASKS**

The Contractor shall provide instructional Foreign Language Training services at the firm fixed prices shown in this contract. The objective of each training module or lesson is to prepare all students as efficiently and effectively as possible to accomplish the goals of the training.

### **GOALS OF FOREIGN LANGUAGE TRAINING**

The goal of training is to provide the student with the skills and knowledge necessary to ***rapidly reach the desired level of performance*** as identified in the training modules or lessons identified below:

#### **5.1.1 ORAL RECOGNITION AND RESPONSE MODULE, LESSON 1**

Each student, at the completion of training, shall be able to perform at the required level of proficiency.

#### **RECEPTION AND INITIAL CONTACT, BEHAVIOR 1**

When addressed in the Spanish Language, the student will be able to recognize designated commonly encountered phrases and questions with the Spanish Language speaking public. The student must then respond appropriately, providing acceptably worded and pronounced verbal responses, answering the questions asked, or providing information as needed. At least 90% of the students completing training will be able to recognize and respond appropriately to at least 95% of the selected vocabulary, in 95% of the occurrences in which the selected vocabulary is presented.

#### **5.1.2 READING COMPREHENSION MODULE, LESSON 2**

Each student, at the completion of training, shall be able to perform the required level of proficiency.

#### **RECOGNITION AND SUBJECT MATTER COMPREHENSION, BEHAVIOR 1**

The student will be able to recognize designated key phrases or questions in the Spanish Language, from the

selected vocabulary when reading written communication or letters. The student must then respond appropriately, providing the requested information by selecting the correct reply, or by properly identifying the functional organization that the written communication was intended. At least 85% of the students completing training for each class will be able to comprehend and appropriately respond to or determine the intended addressee for at least 90% of the written communications in which the selected vocabulary is presented.

### **5.1.3 STUDENT TESTING**

The Contractor shall administer tests on knowledge and proficiency as a required element of evaluating the student's progress in the training module or lesson. The Contractor shall provide these tests periodically to:

- determine the student's progress in training;
- identify areas of weakness where supplemental training may be needed; and,
- quantify the student's then-current level of knowledge and proficiency.

Initial testing will be used to establish a baseline for measurement of knowledge and proficiency obtained, and may be used in a predictive manner to facilitate personal training planning.

The Contractor shall use tests, including Computerized Adaptive Testing, which are approved by the Foreign Service Institute, or the Defense Language Institute, or by recognized and accepted by national professional associations and organizations identified below.

- Modern Language Association of America
- American Council on the Teaching of Foreign Languages
- Foreign Service Institute
- Foreign Language Center within Defense Language Institute
- Federal Interagency Language Round table
- or other nationally recognized foreign language bodies.

### **5.1.4 STUDENT PROGRESS DOCUMENTATION AND TRAINING RECOMMENDATIONS**

The Contractor's instructor(s) shall be responsible for documenting each student's progress in training, and for

preparing a training recommendation for each student. The student's progress will be reported to the student biweekly. The instructor will document the student's progress as measured performance under each lesson module. The Contractor shall prepare training recommendations that state specific plans for remedial, or supplementary use of supportive training materials, or use of tutoring and personalized training techniques.

#### **5.1.5 STUDENT COUNSELING**

The Contractor's instructor(s) shall be responsible for counseling each student in the student's performance, and for preparing and discussing with the student any corrective actions which may assist the student in the improvement of their performance. The student's progress will be discussed with the student on a bi-weekly basis, and the Instructor shall document the training recommendations made to direct the student's progress. The Contractor shall provide weekly counseling to all students considered in danger of failing the proficiency tests. The counseling sessions should result in specific tasking for remedial, or supplementary use of supportive training materials, or use of tutoring and personalized training techniques, as needed to improve student performance.

## **ATTACHMENT 1: GOVERNMENT-FURNISHED PROPERTY AND INFORMATION**

The Government shall provide classroom space, whiteboard, student book/workbook for each student (based on recommendation of the instructor), a computer and Internet connection, and an email account.

The Government shall provide instructional materials including texts, class exercises, handouts, tests, and audio-visual media.

The Government may provide all necessary site support materials and equipment, including items such as:

- flip chart and easel,
- chalkboard or erasable marker-whiteboard,
- videocassette player,
- overhead projector, and/or
- expendable/consumable classroom supplies (e.g., paper, pencils, pens, chalk, markers and binders).

The Government shall replenish such expendable/consumable items as needed to provide for the performance of the work.

**ATTACHMENT 2: Foreign Language Training**

6.1 PERFORMANCE REQUIREMENTS SUMMARY

| PERFORMANCE REQUIREMENT   | PERFORMANCE STANDARD   | PERFORMANCE MEASUREMENT  |
|---|--|--|
| Listening Proficiency:<br>Oral Recognition and Response<br>Module, Lesson 1<br>Option A Section 5.1.1 Reception<br>and Initial Contact, Behavior 1                                  | Required Proficiency Level:<br>At least 90% of the students tested in<br>each class shall be able to answer<br>correctly at least 95% of the selected<br>vocabulary questions used in context.   | Performance will be measured by<br>standardized oral testing,<br>administered periodically to<br>track student development, and<br>training outcomes.    |
| Reading Comprehension:<br>Reading Comprehension Module,<br>Lesson 2<br>Option A, Section 5.1.2<br>Recognition and Subject Matter<br>Comprehension, Behavior 1                       | Required Proficiency Level:<br>At least 85% of the students tested in<br>each class shall be able to comprehend<br>and correctly respond to at least 90%<br>of the written communications<br>questions in which the selected<br>vocabulary is presented. | Performance will be measured by<br>standardized written testing,<br>administered periodically to<br>track student development, and<br>training outcomes. |
| Quality of Supervision :<br>4.4 Instructor Supervision.   | COR shall receive no more than four<br>(4) valid complaints concerning<br>quality of instruction, received<br>during a one month period.   | Review complaint logs, review<br>quality control activities and<br>results, observation, and<br>Government-conducted customer<br>survey.                 |
| Documentation and Reporting<br>Requirements:<br>5.1.3 Student Testing: Administer<br>standardized tests, gather<br>required information on testing<br>results, and analyze results. | Each report containing statistical or<br>required information is accurately<br>prepared and presented. At least 85%<br>of the information gathered must be<br>relevant and accurate.   | Review records and reports,<br>randomly verify testing<br>procedures, observation, and<br>detailed analysis.   |
| 5.1.4 Student Progress<br>Documentation and Training<br>Recommendations.  | No more than 50% of the student<br>progress reports required during the<br>reporting period were received late or<br>were missing.   | Review operational logs, data<br>bases, statistics, or through<br>observation.   |
| Student Counseling:<br>5.1.5 Counsel students on<br>performance and recommending<br>corrective actions, if required.  | At least 85% of the students assigned,<br>and all students considered in danger<br>of failing proficiency tests, will<br>receive counseling each week.   | Review records and contact<br>reports, randomly verify through<br>student surveys, observation,<br>and individual interviews.                            |

### **ATTACHMENT 3 - EVALUATION FACTORS**

Award will be made to the lowest priced, acceptable, responsible offeror.

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.

The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- adequate financial resources or the ability to obtain them;
- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- be otherwise qualified and eligible to receive an award under applicable laws and regulations.

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<br>(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:

[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).

**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).
- \_\_\_ (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).

**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](#)).

**X** (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\(f\)](#)).

\_\_\_ (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:  
[Contracting Officer check as appropriate.]

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

\_\_\_ (2) [52.222-41](#), Service Contract Labor Standards (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 (1) 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**

| <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<br>"   | 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)