Lima, March 06th, 2015

Subject: RFQ for PR4046208

Dear Prospective Quoter:

The American Embassy, Lima, Peru, has a requirement for a contractor to Audit 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. Instructions to Offerors (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 in hard copy and provide your DUNS number. Return the completed SF-18 to the address shown in Block 5a by April 10th, 2015. Oral quotations will not be accepted.

Sincerely,

Ann DeLong
Contracting Officer

Enclosure: As stated.

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)	THIS RFQ ☐ IS ☒ IS NOT A SMALL BUSINESS SET-ASIDE	PAGE 1 OF PAGES 1

1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
	03/06/2015	PR4046208		

5a. ISSUED BY	6. DELIVER BY (Date)
INL Procurement Unit	04/10/2015

5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY
NAME	TELEPHONE NUMBER		☐ FOB DESTINATION ☒ OTHER (See Schedule)
	AREA CODE	NUMBER	9. DESTINATION
MARIA EUGENIA DEL SOLAR	511	618-2183	a. NAME OF CONSIGNEE: Embajada de los Estados Unidos America

8. TO:			
a. NAME	b. COMPANY		b. STREET ADDRESS: Av. Lima Polo cda. 2 s/n, Monterrico,Surco
c. STREET ADDRESS			c. CITY: Lima
d. CITY	e. STATE	f. ZIP CODE	d. STATE / e. ZIP CODE: Lima 33

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date)

04/10/2015

IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation 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)
	ICT EXTERNAL AUDIT 2014 ICT's Financial Statements as of December 31st 2014, Accountability Statement period March 15 - December 31, 2014; and Internal Control review	1	EA		0.00

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				
b. STREET ADDRESS			16. SIGNER	
			a. NAME (Type or print)	b. TELEPHONE AREA CODE
c. COUNTY				
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)	NUMBER

AUTHORIZED FOR LOCAL REPRODUCTION
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STANDARD FORM 18 (REV. 6-95)
Prescribed by GSA-FAR (48 CFR) 53.215-1(a)

BASIC INFORMATION, SPECIFICATIONS AND TECHNICAL QUALIFICATIONS.

I. GENERAL DESCRIPTION

The Narcotics Control Program (NCP) of the International Narcotics and Law Enforcement Affairs (INL), of the U.S. Embassy in Lima-Peru, as well as the General Coordination of the Instituto de Cultivos Tropicales (ICT), has a requirement for a contractor (Auditor) to perform a **"Financial Audit of the Instituto de Cultivos Tropicales".** The ICT is a NGO which acquired juridical autonomy on July 12 1993, due to constitution act remitted to the Superintendencia Nacional de Registros Públicos (SUNARP) and initially operating under the structure of Universidad Nacional Agraria de la Selva.

On June 18 1999, a "Memorandum of Agreement between the INL and ICT Concerning Agronomic Science Applied to Tropical Crop Studies" was signed. Since that date, the ICT develops their activities directly with INL, receiving financial aid and establishing its operative headquarters at Tarapoto city.

The ICT is devoted to a comprehensive botanical, agronomic and economic understanding of tropical crops in general, with emphasis on those that promise to be alternatives and/or substitutes for coca. The ICT conducts fieldwork to collect samples, find and test varieties, collect diseases and find natural enemies. It also conducts lab work to set up controlled experiments in the field and disseminates information to the scientific community. The valid researches are transferred to farmers through training and technical assistance activities. For more information, browse to: www.ict-peru.org

ICT is an entity that pursue the generation of its own resources, in order to consolidate its organization and guarantee the investigation, extension and strengthening the farmers capacities by improving their competitively and incomes. ICT is trying to be a self-sustainable organization, well recognized nationally and internationally because of its investigation and extension leadership, promoting the Peruvian amazon rural sustainability.

INL finance ICT's operations due to Cooperative Agreement S-INLCE-14-CA-0025 for US$ 665,000; during the period March 15 through December 31, 2015.

II. SCOPE OF WORK AND CONTRACT OBJECTIVE

The objective of this engagement is that the contractor will conduct a Financial Audit of ICT's Financial Statements, as well as INL resources managed by ICT. This work means and includes:

1. **Financial Audit**:

   a. **Audit of ICT's General Purpose Financial Statements**, which are formulated on an organization-wide basis and according with Generally Accepted Accounting Standards

in Peru: General Balance, Incomes and Expenses Statement, Patrimony Statement and Cash Flow Statement, for the year ending December 31st, 2014.

b. **Audit of the Fund Accountability Statements**, which presents the recipient's revenues, costs incurred and cash balance of funds provided by CA INL-ICT, Development Project at Huallaga and Monzón, formulated according to cash basis principle, for the period March 15 through December 31, 2014.

The contractor will not be required to analyze or express an opinion on whether ICT's objectives, goals and projections have been accomplished or not. The contractor will not be required to perform an audit of the "Results" of the Project, which is ICT Executive Staff and INL Narcotics Control Program Advisor responsibility.

III. METHODOLOGY AND SPECIFIC OBJECTIVES

1. Audit of ICT's General Purpose Financial Statements.

a. **An audit of ICT's General Purpose Financial Statements on** an organization-wide basis shall be performed in accordance with Generally Accepted Auditing Standards in Peru. The objective of the audit is to express an opinion on whether ICT's General Purpose Financial Statements present fairly, in all material respects, the financial position of ICT, the results of its operations and its cash flows, in conformity with Generally Accepted Accounting Standards in Peru; for the year ending December 31st, 2014.

b. **An audit of the Fund Accountability Statements** shall be performed in accordance with Generally Accepted Auditing Standards in Peru. The objective of the audit is to express an opinion on whether the Fund Accountability Statement presents fairly, in all material respects, revenues received, costs incurred and the closing balance, according to cash basis principle, as well as the terms and conditions of the Cooperative Agreement; for the period March 15 through December 31, 2014.

At a minimum, the auditor should:

b.1 Examine the Fund Accountability Statements, including the budgeted amounts by category and accounts, the revenues received for the period covered by the audit, as well as the costs reported by ICT as incurred during that period. The revenues received, less the costs incurred, after considering any reconciling items, should reconcile with the balance of cash-on-hand and in bank accounts

b.2 Identify and quantify any questionable cost.

Questionable costs are referred to:

(a) *Ineligible costs* which are explicitly questionable because they are unreasonable, or prohibited by the agreements or applicable laws and regulations, or not related with terms and conditions of the Cooperative Agreement.

(b) *Unsupported costs* that are not supported with adequate documentation or did not have required prior approvals or authorizations.

All questionable costs resulting from instances of noncompliance with terms and conditions of the Cooperative Agreement, as well as with applicable laws and regulations should be reported.

IV. AUDIT REPORTS

For each report listed below, the auditor should submit to INL three (3) copies in Spanish and three (03) copies in English, plus an electronic copy of each on Pdf format.

1. **ICT's General Purpose Financial Statements** on an organization-wide basis and the auditor's opinion on whether these statements present fairly, in all material respects, the financial position of ICT, the results of its operations, and its cash flows, for the year ending December 31st, 2014.

2. **The Fund Accountability Statements** and the auditor's opinion on whether the Fund Accountability Statements presents fairly, in all material respects, revenues received, costs incurred and the closing balance, according to cash basis principle, as well as the terms and conditions of the Cooperative Agreement; for the period March 15 through December 31, 2014.

3. **Internal Control Report**: This report is issued as a result of the financial audit. The auditor's report should include, at a minimum:

   a. The scope of the auditor's work that led to an understanding of the internal control structure and assessment of the control risks.
   b. The reportable conditions, including the identification of material weaknesses and findings that are established in the reportable conditions, as well as material weaknesses in the internal control structure.

   The findings contained in the report on the internal control structure should include a description of the condition (what is) and criteria (what should be). Also, the cause (why it happened) and effect (what loss was caused by not complying with the criteria), should be included in the conclusions if they can be easily determined. In addition, and if applicable, the conclusions should contain recommendations on how to correct the causes and conditions. If there are no internal controls established by ICT for any one of the objectives, the auditor will provide wide recommendations for its implementation.

Given the scope and specific objective of the audit, it is recognized that material internal control weaknesses and noncompliance found by the auditors might not always have all of these elements clearly established. However, the auditors should at least identify the condition, criteria and possible effect, providing INL with sufficient information that will allow the identification of the effect and cause in order to take timely and proper corrective actions.

The report should also contain, after each recommendation, pertinent views of responsible officials related with the auditor's findings, as well as actions taken by the administration to implement the recommendations. If possible, the recipient's views should be obtained in writing. When the comments of the recipient contradict the findings, conclusions, or recommendations, and are not in the auditor's opinion valid, the auditors should state, following the recipient's comments, their reasons for rejecting them. Conversely, the auditors should modify their report if they find the comments valid.

The auditor's report should include all findings, based on evidence obtained, that a fraud or illegal act either has occurred or is likely to occur, and should quantify its monetary effect. This report will include the identification of all questionable costs, if any, as a result of fraud or illegal acts, regardless of whether the conditions giving rise to the questionable costs have been corrected or whether the recipient agrees or not with them.

In reporting material fraud, illegal acts, or other noncompliance, the auditors should place their findings in proper perspective, in order to give the reader a basis for judging the impact and consequences of these conditions.

If the auditor concludes that sufficient evidence of fraud or illegal acts exist, they should contact INL Officers and exercise due professional care in following up on the indicators of possible fraud or illegal acts so as not to interfere with potential future investigations, legal proceedings, or both.

Following instructions from INL and in coordination with ICT, the report will be discussed with INL Narcotics Control Officer prior to its formal issuance.

V. TEAM WORK

The auditing company shall assign a partner in the firm as responsible for directing and supervising the work, while a different partner will act as consulting partner also in charge of the quality control of the work performed.

The work team that will perform the examination should include an audit supervisor, who will administer the field tasks. Due to unforeseen circumstances, if it were necessary to replace any member of the work team, the substitute will have the same category and experience.

VI. TERMS OF PERFORMANCE

The auditing company will establish its professional fees in accordance with the work extent described in the scope of work and contract objective. For this purpose, the auditing company will meet with INL in order to have a general idea concerning the work to be performed. If necessary, the auditing company will perform a field visit to ICT in Tarapoto, in order to evaluate the work extent and budget its professional fees precisely. The auditing company will assume the costs of this field visit and the date will be coordinated with INL and ICT.

The effective date of this contract and statement of work will be the date the United States Embassy Contracting Officer's signs it.

It is the responsibility of ICT to ensure that all records are available, all accounting entries and adjustments are made, and all other necessary steps are taken in order to make it possible for the audit firm to perform this work.

The audit should begin as soon as possible after the signing of the audit purchase order

Payment will be as follows:

1. 100% after formal submission of reports.

VII. EVALUATION FACTORS

Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation. USG will evaluate the following:

- Audit company must have Data Universal Numbering System (DUNS) number
- 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 2005-69)

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 (OCT 2008) of 52.212-4 applies if the order is time-and-materials or labor-hour)	SEPT 2013
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
52.225-25	Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran – Representation and Certification (applies to acquisitions above the micropurchase threshold)	DEC 2012
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)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance (if order is for services and contractor employees are not 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 (SEPT 2013)

(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) (Pub. L. 108-77, 108-78).

(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. 253g and 10 U.S.C. 2402).*

__ *(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).*

__ *(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) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).*

__ *(6) 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).*

__ *(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).*

__ *(8) 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).*

__ *(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).*

__ *(10) 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).*

__ *(11) [Reserved]*

__ *(12)(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).*

__ *(13)(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.*

__ *(14) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).*

__ *(15)(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.*

__ *(16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).*

__ *(17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).*

__ *(18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).*

__ *(19)(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.*

__ *(20) 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).*

__ *(21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).*

__ *(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).*

__ *(23) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).*

__ *(24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).*

__ *(25) 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)).*

__ *(26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).*

_x_ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

__ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

__ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

__ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

__ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

__ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

__ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

__ (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (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) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

__ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

__ (ii) Alternate I (DEC 2007) of 52.223-16.

_X_ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

__ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

__ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (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 (Mar 2012) of 52.225-3.

__ (iii) Alternate II (Mar 2012) of 52.225-3.

__ (iv) Alternate III (Nov 2012) of 52.225-3.

__ (41) 52.225-5, Trade Agreements (SEPT 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

__ (42) 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).

__ (43) 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).

__ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

_X_ (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_X_ (48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (49) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

__ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (52)(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) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, *et seq.*).

__ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

__ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

__ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

__ (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) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (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 (JAN 2013) (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 Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(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 Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(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 (Mar 2009) (Pub. L. 110-247). 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

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

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

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

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

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

(End of clause)