SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFER TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER
   PR9266104
   PAGE 1 OF 11

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER
   PR9266104

6. SOLICITATION ISSUE DATE
   July 7, 2020

7. FOR SOLICITATION INFORMATION CALL:
   a. NAME
      Anthony Chang
   b. TELEPHONE NUMBER (No collect calls)
      +971-2-414-2205

8. OFFER DUE DATE/LOCAL TIME
   July 23, 2020,
   4:00 pm (UAE time)

9. ISSUED BY
   CODE 19TC10
   Contracting Office
   U.S. Embassy Abu Dhabi
   Abu Dhabi, United Arab Emirates

10. THIS ACQUISITION IS
   UNRESTRICTED OR ☐ SET ASIDE: __% FOR:
       ☐ SMALL BUSINESS
       ☐ WOMEN-OWNED SMALL BUSINESS
       ☐ HUBZONE SMALL BUSINESS
       ☐ (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
       ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
       ☐ EDWOSB
       ☐ SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

   SEE SCHEDULE

12. DISCOUNT TERMS
   ☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
   ☐ 13b. RATING

13. METHOD OF SOLICITATION
   ☐ RFQ ☐ IFB ☐ RFP

14. ADMINISTERED BY
   CODE 19TC10
   Contracting Office
   U.S. Embassy Abu Dhabi
   Abu Dhabi, United Arab Emirates

15. DELIVER TO
   CODE 19TC10
   Contracting Office
   Abu Dhabi, United Arab Emirates

16. SOLICITATION NUMBER
   PR9266104

17a. CONTRACTOR/OFFERER
   CODE
   FACILITY CODE
   Payment will be made by
   Financial Management Center
   Abu Dhabi, United Arab Emirates

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY
   Financial Management Center
   U.S. Embassy Abu Dhabi
   Abu Dhabi, United Arab Emirates

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.

20. SCHEDULE OF SUPPLIES/SERVICES
   Brand new minivan - as per attached.
   (Sale and supply of brand-new minivan. The vehicle shall be delivered to the U.S. Embassy Abu Dhabi, UAE, with sale letter and vehicle clearance certificate)

21. QUANTITY
   Lump Sum

22. UNIT PRICE

23. AMOUNT

24. ACCOUNTING AND APPROPRIATION DATA

25. TOTAL AWARD AMOUNT (For Govt. Use Only)

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

☐ 29. AWARD OF CONTRACT: REF. _______ OFFER DATED _______. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR
   Anthony Chang
30b. NAME AND TITLE OF SIGNER (Type or print)
30c. DATE SIGNED

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31b. NAME OF CONTRACTING OFFICER (Type or print)
31c. DATE SIGNED
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SCHEDULE OF SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>

32a. QUANTITY IN COLUMN 21 HAS BEEN
- [ ] RECEIVED
- [ ] INSPECTED
- [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER
34. VOUCHER NUMBER
35. AMOUNT VERIFIED CORRECT FOR
36. PAYMENT
37. CHECK NUMBER

- [ ] PARTIAL
- [ ] FINAL

- [ ] COMPLETE
- [ ] PARTIAL
- [ ]

38. S/R ACCOUNT NO.
39. S/R VOUCHER NO.
40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER
41c. DATE

42a. RECEIVED BY (Print)
42b. RECEIVED AT (Location)
42c. DATE REC'D (YY/MM/DD)
42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK
REQUEST FOR QUOTATION
U.S. Embassy Abu Dhabi, United Arab Emirates
Request for Proposal No. PR9266104

The US Embassy Abu Dhabi invites competitive quotes for purchasing brand new minivan, per the schedule of supplies/services given below. Vendor shall quote net prices, inclusive of VAT (if applicable). The vehicles shall be supplied with local dealer’s extended warranty and workshop facility in Abu Dhabi.

A. Schedule of Supplies/Services

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Brand-new minivan (purchase) – as per the specifications below:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>6-Seater Spacious Minivan</td>
<td>1</td>
<td>each</td>
</tr>
<tr>
<td></td>
<td>Toyota Granvia or equal</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>GCC Specification with Local Dealer</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Engine – 3.5L V6</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Transmission – Automatic</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Front Suspension - Mcpherson Strut</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Rear Suspension - 4-Link Coil Spring</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Seating Capacity – 6 (Driver + 5)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3-row seating, 2 bucket seats in each row</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lane Departure Alert</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Blind Spot Monitor</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Clearance &amp; Back Sonar</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dual Front Airbags W/Driver Knee</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Anti-Lock Braking System (ABS)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vehicle Stability Control (VSC)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Traction Control (TRC)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Color - Black</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Window tinting</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Extended Warranty</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B. Submission of Proposals:

Submit your proposal to the email address provided below on Standard Form 1449 (attached with the RFP) after completing the pricing and vendor information.

Quotation shall be submitted via e-mail at AbuDhabiContracts@state.gov no later than 4:00 pm (UAE time) on July 23, 2020, marking reference no. “PR9266104” in the subject line of your email. No quotation will be accepted after this time. Direct any questions regarding this solicitation to the abovementioned email address.
For a proposal to be considered, offeror must complete and submit the following:

1. Duly filled Standard Form 1449
2. Detailed specification sheet of the offered vehicles.
4. Copy of Trade License

C. Qualification of Offerors:

Offerors must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each proposal must meet the following requirements:

(1) Have an established business with a permanent address and telephone listing;
(2) Have the necessary personnel, vehicles and financial resources available to perform the work;
(3) Have all licenses and permits required by local law;
(4) Meet all local insurance requirements;
(5) Have no adverse criminal record; and
(6) Have no political or business affiliation which could be considered contrary to the interests of the United States.

D. Evaluation Criteria:

The U.S. Government intends to award a purchase order to the responsible vendor submitting an acceptable proposal at the lowest price technically acceptable, based on initial proposals without holding discussions. However, we may hold discussions with hotels in the competitive range if there is a need to do so. 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 RFP. The Government will determine responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- 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
- otherwise, qualified and eligible to receive an award under applicable laws and regulations.

E. Payments:

Payment will be made via Electronic Funds Transfer (EFT) directly to vendor’s bank account after delivery/receipt of the ordered items/services and upon receipt of soft copy invoice on net 30 days terms. Vendor shall submit soft copy invoice via email at USMissionUAEInvoices@state.gov

Note: quote with advance payment terms will not be considered for evaluation.
F. CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS
AWARDED BY OVERSEAS CONTRACTING ACTIVITIES

(Current thru FAC 2019-03, dated 05/06/2019)

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

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.204-7</td>
<td>SYSTEM FOR AWARD MANAGEMENT</td>
<td>OCT 2018</td>
</tr>
<tr>
<td>52.204-9</td>
<td>Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system)</td>
<td>JAN 2011</td>
</tr>
<tr>
<td>52.204-13</td>
<td>SYSTEM FOR AWARD MANAGEMENT MAINTENANCE</td>
<td>OCT 2018</td>
</tr>
<tr>
<td>52.204-18</td>
<td>COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE</td>
<td>JUL 2016</td>
</tr>
<tr>
<td>52.212-4</td>
<td>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)</td>
<td>OCT 2018</td>
</tr>
<tr>
<td>52.225-19</td>
<td>Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only)</td>
<td>MAR 2008</td>
</tr>
<tr>
<td>52.227-19</td>
<td>Commercial Computer Software License (if order is for software)</td>
<td>DEC 2007</td>
</tr>
<tr>
<td>52.228-3</td>
<td>Workers’ Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance)</td>
<td>JUL 2014</td>
</tr>
<tr>
<td>52.228-4</td>
<td>Workers’ Compensation and War-Hazard Insurance (if order is for services and contractor employees are not covered by Defense Base Act insurance)</td>
<td>APR 1984</td>
</tr>
</tbody>
</table>
52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (MAY 2019)

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).


(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.]


_ (5) [Reserved].


_ (10) [Reserved].


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

_ (12) 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]
_ (ii) Alternate I (Nov 2011).
_ (iii) Alternate II (Nov 2011).
_ (iii) Alternate II (Mar 2004) of 52.219-7.
_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
_ (ii) Alternate I (Jan 2017) of 52.219-9.
_ (iii) Alternate II (Nov 2016) of 52.219-9.
_ (iv) Alternate III (Nov 2016) 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 (Jan 2017) (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)).
_ (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, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
_ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2018) (E.O.13126).
_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
_ (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O.11246).
Alternate I (Feb 1999) of 52.222-26.
_ (ii) Alternate I (July 2014) of 52.222-35.
_ (ii) Alternate I (July 2014) of 52.222-36.
_ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015), (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) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential
Hydrofluorocarbons (Jun 2016) (E.O. 13693).
_ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun2016) (E.O. 13693).
_ (38) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
_ (39) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
Alternate I (Jun 2014) of 52.223-14.
_ (41) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
_ (ii) Alternate I (Jun 2014) of 52.223-16.
_ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
_ (44) 52.223-21, Foams (Jun 2016) (E.O. 13693).
Alternate I (Jan 2017) of 52.224-3.
_ (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.
_ (49) 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).
_ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
_ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
_ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C.4505, 10 U.S.C.207(f)).
_ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C.4505, 10 U.S.C.207(f)).
_ (56) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).
_ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
_ (60) 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.
_ (iii) Alternate II (Feb 2006) 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).
_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
_ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

(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-
  (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
  (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
  (iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C.637(d)(2) and (3)), in all subcontractors that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  (v) 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.
  (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
  (vii) 52.222-26, Equal Opportunity (Sept 2015) (E.O.11246).
  (x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C.4212).
  (xi) 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.


  (B) Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O 13627)
  (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
  (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

  (B) Alternate I (Jan 2017) of 52.224-3.
  (xxi) 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.
  (xxii) 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.
  (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

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>652.225-71</td>
<td>Section 8(a) of the Export Administration Act of 1979, As Amended (if order exceeds simplified acquisition threshold)</td>
<td>AUG 1999</td>
</tr>
<tr>
<td>652.229-70</td>
<td>Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post)</td>
<td>JUL 1988</td>
</tr>
<tr>
<td>652.229-71</td>
<td>Personal Property Disposition at Posts Abroad</td>
<td>AUG 1999</td>
</tr>
<tr>
<td>652.237-72</td>
<td>Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility)</td>
<td>APR 2004</td>
</tr>
<tr>
<td>652.239-71</td>
<td>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)</td>
<td>SEP 2007</td>
</tr>
<tr>
<td>652.242-70</td>
<td>Contracting Officer’s Representative (if a COR will be named for the order) Fill-in for paragraph b: “The COR is Information Management Officer”.</td>
<td>AUG 1999</td>
</tr>
<tr>
<td>652.242-71</td>
<td>Notice of Shipments</td>
<td>JUL 1988</td>
</tr>
<tr>
<td>652.242-73</td>
<td>Authorization and Performance</td>
<td>AUG 1999</td>
</tr>
<tr>
<td>652.243-70</td>
<td>Notices</td>
<td>AUG 1999</td>
</tr>
<tr>
<td>652.247-71</td>
<td>Shipping Instruction</td>
<td>FEB 2015</td>
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</tbody>
</table>

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)