

COMBINED SYNOPSIS & SOLICITATION



United States Embassy Tashkent, Uzbekistan

Toyota Landcruiser Prados Vehicles

SOLICITATION NO. PR5630729

Issued by:

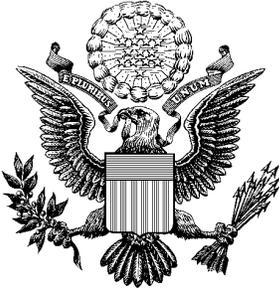
American Consulate General

Regional Procurement Support Office

Giessener Strasse 30

60435 Frankfurt am Main

Germany



**AMERICAN CONSULATE GENERAL
Regional Procurement Support Office**

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November 8, 2016

**Combined Synopsis and Solicitation
Solicitation Number PR5630729**

The American Consulate General Frankfurt hereby provides the following Combined Synopsis and Solicitation for:

Supply and delivery of Toyota Landcruiser Prados vehicles to the United States Embassy Tashkent, Uzbekistan. The evaluation of offers will be based on the Lowest-Priced, Technically Acceptable (LPTA) approach. **NOTE:** This is a brand name acquisition as set forth herein and justified in the attached Justification and Approval for Other than Full and Open Competition (JOFOC); only the specified vehicle shall be accepted.

Synopsis:

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; offers are being requested and a written solicitation will not be issued. The solicitation number is PR5630729 and is issued as a Request for Quotations (RFQ), unless otherwise indicated herein. The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular FAC 2005-88, effective July 14, 2016.

Contract Type:

The Government intends to award a single, firm fixed-price contract to the responsible offeror whose offer is evaluated as the lowest-priced and technically acceptable. The total price shall include all labor, vehicles, delivery charges, equipment, materials, overhead, profit, insurance, and all other expenses necessary to deliver the required vehicles. No additional sums will be payable on account of any escalations in the cost of materials, equipment, or labor, or because of the Contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required by this contract. Nor will the contract price be adjusted on account of fluctuations in currency exchange rates.

Term of Contract:

This ensuing contract shall be effective from the date of the Contracting Officer's signature and shall remain valid until all vehicles are received and accepted by the Government.

Compliance with Specifications:

The offerors shall provide, at a minimum, existing product literature to substantiate the acceptability of their offered product in accordance with subpart 1 (C) of Volume II, Description/ Specifications of Vehicle and Technical Compliance Matrix. The offerors shall submit a detailed matrix for its proposed vehicle indicating that the specifications of the offered vehicle are in compliance with the minimum specifications. Any deviations to the required minimum specifications shall be clearly stated in the remarks column.

Descriptive Literature Required:

Definition: (a) "Descriptive literature" means information (e.g., cuts, illustrations, drawings and original manufacturers' brochures) that is submitted as part of an offer. Descriptive literature is required to establish, for the purpose of evaluation and award, details of the product offered that are specified elsewhere in the solicitation and pertain to significant elements such as (1) design; (2) materials; (3) components; (4) performance characteristics; and (5) methods of manufacture, assembly, construction, or operation. The term includes only information required to determine the *technical acceptability* of the offered product. It does not include other information such as that used in determining the responsibility of a prospective contractor or for operating or maintaining equipment. (b) Descriptive literature must be (1) identified to show the item(s) of the offer to which it applies and (2) received by the time specified in this solicitation for receipt of offers. (c) Data displaying more than one model or size shall be clearly marked so as to indicate the specific item being offered. (d) Offers which do not present sufficient information to permit complete technical evaluation by the Government may be rejected. It is the offeror's responsibility to prove that their proposed solution meets the requested specifications, subject to any limitations elsewhere in this solicitation.

Other Specific Requirements:

- The Contractor shall comply with specific vehicle import requirements mandated by the destination country, Uzbekistan. Further, the Contractor shall provide all the necessary documentation required by the destination country for import of the proposed vehicle model.
- All manuals and literature shall be in the English language.

Basis for Price:

The price of all vehicles shall include their transportation f.o.b. destination to the United States Embassy Tashkent, Uzbekistan in accordance with FAR 52.247-35. **All or Nothing:** The Government is allowing complete offers for all four (4) new vehicles. Offers failing to meet this condition shall be rejected.

DELIVERY

Delivery shall be made f.o.b. destination to as soon as possible but not later than one hundred and eighty (180) calendar days from the date of contract award.

Consignee:

American Embassy
Tashkent, Uzbekistan
Moyqorghon Street, 5th Block
Yunusobod District
100093 Tashkent
For GSO/Warehouse
Tel.: (99871) 1402287

Marking and Submission of Documents:

The Contractor shall send titles or certificates of origin and shipping documents for the vehicles being imported to the United States Embassy Tashkent in advance of delivery; doing so will enable the Contractor to obtain from the Government of Uzbekistan the necessary exemption certificates for duty and tax free clearance well ahead of the arrival of the vehicles in Tashkent.

Contractor Responsibility:

The Contractor shall be responsible for filing and obtaining exemptions documents from the appropriate authorities in the Government of Uzbekistan on behalf of the United States Government.

Coordination:

The Contractor shall coordinate the delivery of the vehicles with the following Points of Contact (POCs): (*to be advised on award*).

Condition of Delivered Vehicles:

All vehicles shall be supplied in drive-away condition, to include all fluid levels in normal operating ranges.

Partial Delivery not Authorized:

All vehicles shall be delivered in one consignment; partial deliveries are not authorized.

VOLUME I (Submit per e-mail in pdf. Document

PRICING

Offeror shall complete the table below:

Line Item	Short Description	Unit of Issue	Quantity	Unit Cost	Total Cost
0001	Toyota Prado 4.0L VXR V6, 24 valves, DONC, Dual Vvt-1. See full details in subpart 1(C) of Volume II:	Each	4		
0002	Delivery charges (f.o.b. Destination, U.S. Embassy Tashkent):	Lot	1		
0003	Value Added Tax (VAT) if applicable:	Lot	1		
GRAND TOTAL CLINs 0001 thru 0003:					

State Currency: _____

VOLUME II (Submit per e-mail in pdf. Document) :

1. TECHNICAL CAPABILITY

The proposed items shall meet all of the minimum technical specifications and the delivery terms contained herein. In addition, the offeror shall provide:

(A) A delivery plan providing for delivery within 180 calendar days of award to final destination.

(B) Warranty provisions:

The Contractor agrees that the vehicles furnished under this contract shall be covered by the most favorable manufacturer's commercial warranty the Contractor gives to any customer for such vehicles and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

The Contractor shall provide a copy in English of the applicable manufacturer's commercial warranty with each vehicle covered by such a warranty at no additional cost to the Government.

a) Warranty terms: _____ months, or _____ Km, whichever comes first (to be inserted by the offeror).

(C) Description/ Specifications of Vehicle and Technical Compliance Matrix:

	REQUIRED	OFFERED (TO BE COMPLETED BY OFFEROR)	REMARKS
Quantity	4 Each		
Type:	Toyota Prado 4.0L VXR V6, 24-valve, DONC, Dual Vvt-1.		
Drive Type:	4x4.		
Seat Capacity:	7 passengers including driver,		
Doors	5 doors.		
Transmission:	Automatic.		
Drive System	Left-hand Drive		
Wheelbase:	2850mm		
Engine:	Gasoline (unleaded), 4.0Ltr, 6 Cylinder (V6); 271/5600 HP (SAE NET/RPM).		
Power Steering:	Yes.		
Paint Color:	Exterior: White, normal (non-metallic); Interior: Standard color and standard cloth fabrics.		
Delivery Time:	Within 180 calendar days of award.		
Warranty:	2 years full warranty.		
Spare Tire:	Full size spare tire.		
Additional Items:	Anti-Lock Brake System (ABS) Multi-terrain ABS+BA+EBD, Air Conditioning (front & rear), Radio, Audio: AM/FM, CD/MP3, 6spk.		

(D) Descriptive Literature.

2. PAST PERFORMANCE

A list with a minimum of three contracts and/or subcontracts that they have held over the past three (3) years to demonstrate how well they did in supplying the same or similar items to companies, organizations or other Government entities. Any additional information, such as letters, associations and standards to substantiate the past performance shall be furnished by the offeror. The offeror shall provide the following information for each contract and/or subcontract:

- (A) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- (B) Contract number;
- (C) Contract dollar value; and
- (D) Any terminations (partial or complete) and the reason (convenience or default).

SUBMISSION OF OFFERS:

Offers and all supporting documentation shall be submitted in two (2) separate volumes using the method(s) indicated next to the respective volumes:

Volume I – Pricing (address the items on pages 4):

- Submit Separate spread sheet per e-mail pdf.

Volume II – Technical Capability and Past Performance (address the items on pages 4 thru 5):

- Submit Separate spread sheet per e-mail pdf.

Offers shall be submitted to the following e-mail address:

HutchinsonGG@state.gov

AND/OR hard copy to:

American Consulate General
Regional Procurement Support Office (RPSO)
Solicitation No. PR5630729 (Attn: Granville G. Hutchinson)
Giessener Strasse 30
60435 Frankfurt
Germany

SUBMISSION OF QUESTIONS:

Interested offerors shall submit any questions concerning the solicitation at the earliest time possible to the Point of Contact (POC) via email. Questions not received within a reasonable time prior to the offer due date may not be considered.

OFFER DUE DATE

Offers shall be submitted as soon as possible but not later than **1500 hrs Central European Summer Time (CEST) on Friday, December 2, 2016**. Late offers may not be considered.

BASIS FOR AWARD

The Government intends to award a contract resulting from this solicitation to the responsible offeror (as determined within the meaning of FAR Part 9, paragraph 9.104), whose offer conforms to the solicitation and is determined to be the most advantageous solution to the Government, price and other factors considered. Evaluation will be based on offeror's submission in Volumes I and II and the provision at FAR 52.212-2, as provided in this solicitation.

ADDITIONAL INFORMATION

Contracting Office: Regional Procurement Support Office (RPSO) Frankfurt.

Point of Contact (POC): Granville G. Hutchinson; Contract Specialist; tel.: +49 69 7535 3312;
Email: HutchinsonGG@state.gov.

Following instructions: Quoters are reminded to read and follow the instructions contained in the provision at FAR 52.212-1-- incorporated by reference--, and any other instructions in this solicitation.

Applicable laws and regulations: Solicitation and award will be subject to laws and regulations of the United States of America.

Attachment(s): The attached justification for brand name acquisition is incorporated by reference.

APPLICABLE CLAUSES AND PROVISIONS

The selected Offeror must comply with the following commercial item terms and conditions, which are incorporated herein by reference: FAR 52.212-1, Instructions to Offerors - Commercial Items, applies to this acquisition; FAR 52.212-4, Contract Terms and Conditions - Commercial Items; The full text of the referenced FAR and DOSAR clauses may be accessed electronically at <https://www.acquisition.gov/far/> and <http://farsite.hill.af.mil/vfdosara.htm>, respectively.

The following clause(s) and provision(s) are provided in full text:

TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items. (Nov 2016)

(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 (Nov 2015)
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

(2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#))).

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

(4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

(5) [Reserved].

(6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

- __ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (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. (Oct 2015) (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 (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- __ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Nov 2016) ([15 U.S.C. 637\(d\)\(4\)](#)).
- __ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- __ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- __ (iv) Alternate III (Nov 2016) of [52.219-9](#).
- __ (v) Alternate IV (Nov 2016) of [52.219-9](#).
- __ (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).
- X (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, 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\(m\)](#)).
- X (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- X (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- __ (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- __ (28) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
- __ (29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([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 (FEB 2016) (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 (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 (JUN 2016) (E.O. 13693).
- __ (38)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- __ (ii) Alternate I (Oct 2015) of [52.223-13](#).
- __ (39)(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](#).
- __ (40) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- __ (41)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- __ (ii) Alternate I (Jun 2014) of [52.223-16](#).
- __ (42) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

- ___ (43) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- ___ (44) [52.223-21](#), Foams (JUN 2016) (E.O. 13693).
- ___ (45) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
- ___ (46)(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](#).
- ___ (47) [52.225-5](#), Trade Agreements (OCT 2016) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).

X (48) [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).

___ (49) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

___ (50) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

___ (51) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

___ (52) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

___ (53) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

X (54) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

X (55) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (56) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

___ (57) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

___ (58)(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 2015).

— (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 (Oct 2015) ([41 U.S.C. 3509](#)).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([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 \$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.

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

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

(v) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).

(vi) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([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 (Feb 2016) ([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)

[52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627). 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 (OCT 2015) (E.O. 12989).

(xv) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (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)

DOSAR 652.229-70 Excise Tax Exemption Statement for Contractors within the United States (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

(End of clause)

FAR 52.232-40 - Providing Accelerated Payment to Small Business Subcontractors (Dec 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

FAR 52.225-17 -- Evaluation of Foreign Currency Offers (Feb 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using rates in effect (see <http://ice.cgfs.state.sbu/>) as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures--

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

(2) On the date specified for receipt of proposal revisions.

(End of provision)

52.212-2 Evaluation – Commercial Items (Oct 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offerors:

1. Price;
2. Technical capability/acceptability;
3. Warranty considerations;
4. Offeror's Past Performance. If the Government is aware of other relevant past performance by the offeror it may evaluate that information in addition to the information provided by the offeror;

(End of provision)

52.214-34 Submission of Offers in the English Language (Apr 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of Provision)

Addenda to FAR 52.212-1 Instruction to Offerors – Commercial Items (Oct 2015)

Pursuant to FAR 12.302(d), the provision at FAR 52.212-1, Instruction to Offerors – Commercial Items (Oct 2015) is augmented as follows:

- 1) The period of acceptance of offers is herewith changed to 60 calendar days.
- 2) Preparation of Offers - Offerors shall prepare and submit offers, in two (2) separate Volumes, as set forth below:

{END OF SOLICITATION}