

**EMERGENCY SOLICITATION
INLAND TRUCKING AND LOGISTICS SERVICES FROM PAKISTAN TO
AFGHANISTAN**

DATE: NOVEMBER 22, 2018

FROM: UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT
Office of Acquisition and Assistance - Transportation Division

TO: SEE ABOVE VIA EMAIL

The United States Agency for International Development, Office of Food for Peace hereby invites you to propose carriage, transport and logistics services for the following items of humanitarian relief. The authorized USAID geographic code for goods and services under this contract is Code 935. See Title 22 Code of Federal Regulations Part 228 for the identification of principal geographic code numbers and foreign policy restricted countries. This is a solicitation for commercial services prepared in accordance with United States Federal Acquisition Regulations (FAR) Part 12 and 13. This procurement is unrestricted with no set asides.

A firm fixed-price contract will be issued for this transport service. The NAICS code for this procurement is 484230.

Only FIRM offers will be accepted. Offers that contain "subjects" or rely on any event outside the scope of this solicitation will be considered non-responsive.

Consignee full style name and address will be provided at the time of award.

Offers are due no later than 1100 hrs ET November 27, 2018. Late offers will not be accepted except in accordance with FAR regulations and Agency Policy. Offers shall be sent via email only to BKA Logistics LLC:

BKA Logistics LLC
1629 K Street, NW, Suite 500
Washington, DC 20006.
Tel: 202-331-7395
EMAIL: MARK.MILLARD@BKALOGISTICS.NET
EMAIL: MANISHA@BKALOGISTICS.NET

A standard form 1449 will be issued upon award of this contract to the successful offeror(s).

Background

The Office of Food for Peace has purchased up to 150 net metric tons of High Energy Biscuits (HEB) ("commodities") from a supplier in Pakistan with IMMEDIATE availability for PROMPT delivery to Afghanistan. This is an emergency program authorized by Section 202(a) of the Food for Peace Act. As such, PROMPT delivery is required in accordance with the receiver's capabilities and as outlined in the Scope of Work.

The Contractor shall provide trucks/vans of a kind which are suitable to safely transport the commodities (humanitarian food aid) from the supplier's warehouse door in Lahore, Pakistan to the WFP warehouse in Spin Bolhak, Afghanistan, and provide all necessary customs clearances, and required documentation at Pakistan and Afghanistan. The Contractor shall work closely with the World Food Program (WFP), their representatives, the supplier, the Contractor's appointed clearing agents, and any independent contracted surveyor to accomplish a safe and efficient inland transport.

SPECIFIC SCOPE OF WORK

The total amount of cargo under this contract is 150 net metric tons of High Energy Biscuits (HEB) ("commodities"), in approximately 15,000 cases, on 268 pallets. The Contractor hereby acknowledges and understands that the actual quantities for which they will perform the scope of work may be more or less than those set forth above (See FAR clause 52.247-8).

Case/Pallet Information:

- a) Net Weight per case (KGS) = 10 kgs
- b) Gross weight per case (KGS) = 11 kgs
- c) Gross weight per pallet (KGS) = 625.42 Kgs
- d) Number cases per pallet = 56
- e) Dimensions of pallet, L X W x H = 1115 X 990 X 1854 mm

Origin:

Asian Food industries Factory warehouse
Asian Food Industries limited,
Dars road off Manga road Raiwind, Lahore Pakistan
Contact Person: Muhammad Masood Ahmed
+92 11 666 123 Ext: 191
Cell +92 301 845 6860
Load Capacity: Approximately 10 trucks/vans per day
Availability: Prompt

Destination:

WFP Transshipment Point at Spin Boldak
Address: Near Afghanistan Milli Bank, Opposite Old Spin Boldak Customs, In front of NATO Compound.
Contact Persons:
Abdul Nafi: 0093-700338601
Mohammad Dawood: 0093-700377304
Receive Capacity: Approximately 10 trucks/vans per day

The Government will award a Firm Fixed Price Contract. Any changes to the quantities are not justification for renegotiating the inland freight rates.

The Contractor shall provide a list of documents that they will need from the Shipper and Consignee to facilitate export from Pakistan, the cross border into Afghanistan, cross border clearances, and delivery of the HEBs.

The Contractor shall appoint and utilize customs clearing agents in Pakistan and Afghanistan, as necessary, at the Contractor's time, risk, and expense, to complete all customs clearance work to allow

for the transport of the commodities, uninterrupted, from Lahore, Pakistan to Spin Bolhak, Afghanistan. The Contractor warrants that it has all necessary documents and permits to transport commodities from Pakistan to Afghanistan. The Contractor shall arrange to have its trucks/vans available to load the commodities at the supplier's warehouse door. The supplier will provide the labor, at their expense, to load/stack the commodities into the Contractor's trucks/vans. The Contractor may position a representative at the supplier's warehouse(s), if approved by USAID, during loading hours, to verify the sound piece count loaded to each truck/van.

Upon the completion of loading each truck/van, the Contractor will prepare a Way-Bill which must contain the truck's/van's number, driver's name, piece count, total weight in net metric tons and gross metric tons, date of loading, and date of departure from the supplier's warehouse. The original Way-Bill is to be presented to the WFP representative at the unloading site in Afghanistan, one copy is to be presented to the supplier, and one copy is to be emailed to USAID's freight agent, BKA Logistics LLC. The Contractor shall be responsible to arrange that each truck driver shall carry all necessary documents for the trip including the original Way-Bill.

As a requirement for payment of Contractor's services, the Contractor must provide a clean copy of the Way-Bill, signed by the WFP representative at the final unloading site, evidencing that the cargo was received in good condition and that the cargo count, as received, was in agreement with the loaded figures. Any shortage in cargo count, weight, or condition shall be borne by the Contractor.

The Contractor must provide fully enclosed trucks/vans to transport the commodities. The Contractor shall ensure that the interiors of the trucks/vans provided are in wind & water tight condition, dry, clean, and insect-free prior to the loading of the commodities. No commodities are to be loaded to flat beds, open air trucks/vans.

The Contractor will make all necessary arrangements for forwarding and customs clearance requirements, from origin to the final destination, including all costs, to accomplish the Scope of Work. The Contractor is also responsible for all costs, including but not limited to all necessary documentation, permits, transit bonds, if required, payment of any road tolls, provision of fuel and fueling points along the route, adequate supply of spare parts, security and satisfaction of all other legal and administrative requirements to safely transport the commodities from origin to destination.

The Contractor will ensure that all convoys will take the most expeditious and safe manner to assure a timely movement of the commodities with a minimum of handling, storage, and delay while enroute.

The commodities shall be delivered to the WFP final destination warehouse(s) door and the cost and responsibility to unload the trucks/vans and stacking the commodities into the WFP warehouse(s), are for WFP's account. Contractor, at their discretion, may arrange to have a representative at the final unloading site to verify the offloading of sound commodities.

USAID or WFP may contract for an independent surveyor to be present during the unloading of all trucks/vans to verify the quantity and quality unloaded. If the Contractor does not have a representative present at the unloading site to confirm the quantity and quality unloaded, the independent survey figures of commodities received in good, sound condition prevail unchallenged.

The commodities shall be delivered to the WFP warehouse, Spin Bolhak, Afghanistan during normal warehouse working hours. The offloading capacity of trucks/vans is 10 per day, without guarantee. The

Contractor must coordinate delivery schedules with WFP. No night or after hours deliveries unless agreed upon with WFP. All costs incurred by the trucks/vans for arrivals after hour or unscheduled deliveries are for the Contractor's account. All truck/van yards or staging area costs associated with any truck/van, while waiting for final inland delivery, are for the Contractor's account. In the event a truck/van should break down or become disabled during the trip, it shall be the responsibility of the Contractor to protect the commodities therein until the truck/van can make the delivery to the final destination.

The Contractor is responsible for cargo security and integrity while in the Contractor's care and custody. All necessary security measures must be taken to insure safe arrival at the final destination. The Contractor hereby acknowledges full responsibility for all losses and damages that occur to the commodities, while in the Contractor's care and custody, from the time of receipt at the supplier's warehouse, Lahore, Pakistan until delivery to the WFP Spin Bolhak, Afghanistan final destination warehouse(s). Contractor is responsible, at their time, risk, and expense, for returning or repositioning all empty equipment, including but not limited to trucks/vans and chassis.

The Contractor shall provide project updates to the WFP representative, the USAID Contracting Officer's Representative (COR), and USAID's freight forwarder via email every 24 hours. The report shall provide all relevant information, such as, truck/van#, piece count, weight, date of departure from Pakistan, ETA or arrival date at WFP's warehouse(s).

The Contractor is to commence transport of the commodities upon receipt of all necessary documentation from WFP and the supplier to allow for the completion of all necessary customs clearances in Pakistan and Afghanistan and as per an agreed upon delivery schedule with the WFP. The Contractor is required to complete all deliveries of the commodities within 10 days of receipt of all necessary documentation. Any change to this delivery period must be agreed to, in writing, by each party.

CARGO DAMAGES AND SHORTAGES - FAR 52.247-22 applies. While in the Contractor's care and custody, any losses and/or shortages and/or damages attributed to the inland transport, as determined by the independent surveyor at destination, will be for the Contractor's account. The Contractor is fully responsible for all losses and damages. The value of commodity losses will be determined by the Cost & Freight (C&F) value of the commodities. C&F losses shall be claimed directly by USDA's Claims & Reconciliation Branch against the Contractor. USAID reserves the right to deduct the claim amount for losses/damages/shortages from the freight payment to the Contractor, if so determined by the USDA Claims & Reconciliation Branch.

FREIGHT COSTS The all-inclusive inland freight costs, as per Contractor's bid, are per Gross Metric Ton (GMT) of the commodity, based on the gross pallet and case weight stated in the scope of work. The rates are in US dollars (USD) all-inclusive per Gross Metric Ton (GMT). The Contractor shall be responsible for all costs to accomplish the scope of work. For any costs not listed, but required, will be included upon finalizing the contract and must be stated in the Contractor's freight bid.

IT IS FURTHER AGREED that the above all-inclusive rates include a total commission of 1.67% to BKA Logistics. The all-inclusive rates also cover all the Contractor's costs for the services described in the Statement of Work. Rates are all-inclusive per Gross Metric Ton (GMT) and the Contractor agrees that neither WFP, nor USAID, under no circumstances, will be liable for or charged any amount exceeding the rates shown herein.

Disputes will be handled in accordance with FAR 33.2, Disputes and Appeals.

Instructions, Conditions and Notices to Offerors:

Proposals must include:

1. Your proposed ETA at the point of origin and destination point.
2. The name of the actual truck operator.
3. The type of conveyance used.
4. The route by which the cargo will be transported.
5. Your agent at origin and destination - company name, address, point of contact, phone and fax numbers.
6. A certification that you and your agents and subcontractors will maintain, for the duration of this contract, required and necessary levels of liability, worker compensation and war risk insurance to meet your responsibilities under FAR clause 52.247-21.
7. A statement that, "The offeror completed the annual representations and certifications electronically via the SAM website at www.sam.gov.
8. Your Name, Address, Office Phone Number, Cell or Mobile Phone Number, Email Address.
9. All-inclusive Price. Your rate to perform all services required by the Scope of Work shall be expressed on a per GROSS METRIC TON basis. Any offers that contain "subjects" or are not all-inclusive may be rejected by the Contracting Officer.
10. **Proposals which omit any of the above information (Items 1 through 9) or certifications may be considered non-responsive.**

Evaluation Factors for Award

Basis for Award

a) Best value. The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors in the solicitation. For overall evaluation purposes, all technical factors when combined are considered significantly more important than cost/price factors though cost is a key factor in making a best value decision. "Best value" is defined as the offer that results in the most advantageous solution for the Government, in consideration of technical, price and past performance factors.

b) Relative Importance of Evaluation Factors. Besides delivery time, all technical evaluation factors are equal. Together the technical evaluation factors are more important than the price. The Technical evaluation factors when combined are more important than past performance. Past performance is more important than price. If the Contracting Officer determines that competing technical proposals are essentially equal, cost/price factors may become the determining factor in source selection. Conversely, if the Contracting Officer determines that competing cost/price proposals are essentially equal, technical factors may become the determining factor in source selection. Further, the Contracting Officer may award to a higher priced Offeror if a determination is made that the higher technical evaluation of that Offeror merits the additional cost/price. Therefore, after the final evaluation of proposals, the contracting officer will make the award to the Offeror whose proposal offers the best value to the Government considering technical, price, and past performance factors

c) Evaluation of Price. The evaluation of price will be in accordance with FAR part 13

d) Exchanges. The Government intends to evaluate proposals and award contracts without exchanges. Offerors are required to provide requested information in "**Instructions, Conditions and Notices to**

Offerors” section of this solicitation. The Contracting Officer however reserves the right to engage in exchanges with the most highly ranked offeror(s) in the event the Contracting Officer determines that it is in the best interest of the Government to do so.

FACTOR 1: Technical

Technical evaluation of proposals will be based on the extent and appropriateness of the proposed approaches and feasibility of achieving the government’s objectives, in accordance with the evaluation criteria. Offerors will note that these criteria serve as the standard against which all technical information will be evaluated, and serve to identify the significant matters which Offerors will address. The below are the technical evaluation factors.

1. Your proposed ETA at the point of origin and destination point.
2. The name of the actual conveyance owner and operator.
3. The type of conveyance used.
4. The route by which the cargo will be transported.
5. Your agent at origin and destination - company name, address, point of contact, phone and fax numbers.
6. A certification that you and your agents and subcontractors will maintain, for the duration of this contract, required and necessary levels of liability, worker compensation and war risk insurance to meet your responsibilities under FAR clause 52.247-21.
7. A statement that, “The offeror completed the annual representations and certifications electronically via the SAM website at www.sam.gov.
8. Your Name, Address, Office Phone Number, Cell or Mobile Phone Number, Email Address.

Proposed ETA at the point of origin and destination point is more important than the remainder of the technical factors. All other technical factors are equal.

FACTOR 2: Price

The Government shall conduct a price evaluation of all technically acceptable offers with satisfactory performance.

FACTOR 3: Past Performance

This criterion will be used to evaluate the quality of the offeror’s past performance relevant to this Statement of Work. In determining the score for this evaluation factor, USAID may rely upon information from past USAID contracts, other government agencies, better business bureaus, published media, and electronic databases. USAID will initially determine the relevance of similar performance information as a predictor of probable performance under the subject requirement. USAID may give more weight to performance information that is considered more relevant and/or more current.

The contractor performance information will be evaluated in accordance with the elements below:

1. Quality of product or service, including consistency in meeting goals and targets;
2. Schedule, including the timeliness against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or affect the schedule variance);
3. Business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including the contractor’s history of reasonable and cooperative behavior (to include timely identification of issues in controversy), customer satisfaction, timely award

and management of subcontracts, cooperative attitude in remedying problems, and timely completion of all administrative requirements; and

NOTE: In cases where an offeror lacks relevant past performance history, or in which information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance and must receive a "neutral" score. Prior to assigning a "neutral" past performance rating, the contracting officer may take into account a broad range of information related to an offeror's past performance.

Rejection of Unrealistic Offers: The Government may reject any proposal that is evaluated to be unrealistic in terms of program commitments, including contract terms and conditions, or unrealistically high or low in cost/price when compared to Government estimates, or are unbalanced, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.

Source Selection Decision: The government shall select the source based upon a best value evaluation of the offeror's technical acceptability, satisfactory past performance and price. **All evaluation factors other than cost or price, when combined, are significantly more important than price.**

STANDARD USAID RFP TERMS

Proposals must include the total (all-inclusive) price for delivery F.o.b Inland Point, Country of Importation (FAR 52.247-39) as in effect on the date of this award.

This is humanitarian relief cargo donated by the people of the United States. The conveyance used in performance of this contract must be for the exclusive use of USAID, unless otherwise agreed between the parties. Cargo customs charges at final destination are normally waived by the cooperating country. If the transport contractor is responsible for handling customs clearance in-transit or at destination, the customs clearance handling charges are borne by the transport contractor. Offerors must not include any final destination cargo customs charges (commodity import duties and taxes) in their proposals. If these charges are not waived by the cooperating country or will not be paid by the consignee, the contractor must obtain the written approval of the USAID contracting officer prior to paying such commodity customs charges. If prior written approval is not obtained for such payments, the contractor may submit a claim for actual costs to the government. The consignee is responsible for negotiating duty-free importation of commodities.

Offerors are urged to consider and inspect the airport/port/warehouse, shipping and receiving facilities where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the schedule and cost of contract performance. The offeror must become familiar with all available information regarding difficulties that may be encountered and the conditions, including safety precautions, under which the work will be accomplished under the contract. The offeror will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required in this contract because the offeror failed to investigate the conditions or to become acquainted with all information concerning the services to be performed. The contractor must furnish adequate supervision, labor, materials, supplies and equipment necessary to perform all the services contemplated under this contract in an orderly, timely, and efficient manner. Communication with the Technical Representative is considered a priority under the contract. If this is an emergency delivery of relief cargo into a disaster region, the above notice is especially important, and on time delivery is essential.

Unless already determined above, indicate whether your freight rate is for palletized, non-palletized or containerized cargo. Contractor is responsible for gaining and paying for all clearances and rights such as overflight, landing, berthing or in-transit customs clearances or rights. This includes obtaining, preparing and providing necessary clearance documentation and certificates, or providing documentation to the consignee for obtaining final cargo customs clearance at destination.

The contractor is responsible for all cargo handling charges, port and conveyance fees, in-transit charges, conveyance and commodity handling, agent service expenses and assessments. Any and all conveyance operators (aircraft/vessel/truck), and the conveyance itself, must be current with respect to all required local, national and international operator and crew licenses, and conveyance license and worthiness for the performance of this contract. Local, national and international licenses and worthiness certificates must be current for any contractors, subcontractors, agents and their conveyances. By offering an agent or subcontractor, the prime contractor certifies that the subcontractor, and their equipment, meets the above license and worthiness requirements.

Once a contract is established, any proposed substitution of vessels, or any other change in schedule, delivery or performance must be submitted to the Technical representative for approval.

CONTRACT CLAUSES

A.I.D. Acquisition Regulation (48 CFR Chapter 7) Clauses

NUMBER	TITLE	DATE
752.202-1	Definitions	JAN 1990
752.211-70	Language And Measurement	JUN 1992
752.242-70	Periodic Progress Reports	OCT 2007
752.7006	Notices	APR 1984
752.7009	Marking	JAN 1993
752.7025	Approvals	APR 1984

FAR 52.252-2 Clauses Incorporated By Reference (Feb 1998)

This contract incorporates one or more 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/these address (es):

<https://www.acquisition.gov/far/index.html>

NUMBER	TITLE	DATE
52.203-3	Gratuities	Apr 1984
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Sep 2007
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Oct 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees	Apr 2014

	of Whistleblower Rights	
52.212-4	Contract Terms and Conditions—Commercial Items	May 2015
52.232-1	Payments	Apr 1984
52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
52.247-5	Familiarization with Conditions	Apr 1984
52.247-21	Contractor Liability for Personal Injury and/or Property Damage	Apr 1984
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	Feb 2006
52.249-2	Termination for Convenience of the Government (Fixed-Price)	Apr 2012
52.249-8	Default (Fixed Price Supply and Service)	Apr 1984
52.242-15	Stop-Work Order	Aug 1989
52.247-8	Estimated Weights or Quantities Not Guaranteed	Apr 1984
52.247-22	Contractor Liability for Loss of and/or damage to Freight Other than Household Goods	Oct 1995

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items (Jun 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:

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 (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 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved].

(6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (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 (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (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 2015) 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, 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)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (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 (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).
- (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).
- _X_ (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 (Feb 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 (Jul 2013) (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).
- __ (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).
- _X_ (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).
- _X_ (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 (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 \$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 (Apr 2015) (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 (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.

FAR 52.204-7 System for Award Management (Jul 2013)

(a) Definitions. As used in this provision—

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart 32.11) for the same concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s

name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov> .

(End of clause)