SECTION 1
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

I. Scope of Work

A. The Contractor shall supply and deliver a cargo trailer to the U.S. Consulate General Monterrey in accordance with the specifications established in this document, terms and conditions set forth herein.
B. This is a firm-fixed price type of purchase order.
C. The prices listed below shall include all labor, materials, overhead, profit, and transportation necessary to deliver the required items on the date and to the location stated in paragraph IV, Delivery Instructions.
D. All prices are to be presented in US Dollars (USD) or Mexican pesos (MXP).

II. Pricing

The Contractor/Vendor shall provide a firm fixed price in MXN for RFQ No. 19MX56-21-Q0009 considering the Addendum template SF-18

**Note : Please present Itemized quote**

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Description</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>CARGO TRAILER</td>
<td>Each</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>02</td>
<td>Pack Cargo Load Bars</td>
<td>Each</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>03</td>
<td>5' E Track &amp; Cam Straps Kit</td>
<td>Each</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

Sub-Total $ 

VAT/IVA $ 

Grand Total $ 

III. Description of Services

Please see Section II. Pricing table for description of items.

For the line item #1, the dimensions have to be the specified since the requesting office have the specific frames- please add the vehicle data sheet for technical review.

- Size: 5'W X 8'L,
• Preffered color: SILVERFROST,
• 5'7" INTERIOR HEIGHT,
• SINGLE 3,500LB DEXTER EZ LUBE RUBBER TORSION AXLE (2,980LB GVWR),
• REAR RAMP DOOR,
• FOLD DOWN STABILIZER JACKS,
• 3/4" DRYMAX DECKING,
• 3/8" DRYMAX SIDEWALL LINER,
• (2) 12V DOME LIGHTS W/ WALL SWITCH,
• LED LIGHTS,
• 24" FRONT STONEGUARD.

Example:

Regarding line Item #2, 4 Pack Cargo Load Bars- See product specification below.
- **Length:** 89.75"
- **Overall Length:** 104.5"
- **Product Weight:** 48

Regarding line Item #3, 5' E Track & Cam Straps Kit,

- **Working Load Limit:** 833 lbs.
- **Assembly Break Strength:** 2,500 lbs.
- **Cam Buckle:** 2"

IV. Delivery Instructions

Any Contractor personnel involved with the delivery of the services/supplies shall comply with standard U.S. Consulate regulations for receiving supplies.(If applicable)

A. Delivery Address:

Local contractors (Mexican) shall deliver all ordered items to:

Consulado General de Estados Unidos Monterrey  
Avenida Alfonso Reyes 150  
Santa Catarina, N.L. C.P. 66196

B. Delivery Time

The Contractor shall deliver all services no later than August 31, 2021.
C. Example:

Leticia Gonzalez/ U.S. Consulate General Monterrey
P.O. #19MX5621PXXXX
Consulado General de Estados Unidos Monterrey
Avenida Alfonso Reyes 150
Santa Catarina, N.L. C.P. 66196

SECTION 2
PURCHASE ORDER CLAUSES
COMMERCIAL ITEMS

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 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>
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<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</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>AUG 2020</td>
</tr>
<tr>
<td>52.212-4</td>
<td>Contract Terms and Conditions – Commercial Items</td>
<td>OCT 2018</td>
</tr>
<tr>
<td>52.225-19</td>
<td>Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States</td>
<td>MAY 2020</td>
</tr>
<tr>
<td>52.227-19</td>
<td>Commercial Computer Software License</td>
<td>DEC 2007</td>
</tr>
<tr>
<td>52.228-3</td>
<td>Workers’ Compensation Insurance (Defense Base Act)</td>
<td>JUL 2014</td>
</tr>
</tbody>
</table>
52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items (Jan 2021)

(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) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
   (4) 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:


☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509)).


(5) [Reserved).


(8) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (31 U.S.C. 6101 note)


(10) [Reserved].


(ii) Alternate I (MAR 2020) of 52.219-3.

(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (MAR 2020) of 52.219-4.

(13) [Reserved]


(16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

(17) (i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (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 (Jun 2020) of 52.219-9.

☐ (v) Alternate IV (Jun 2020) of 52.219-9.

☐ (18) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

☐ (ii) Alternate I (Mar 2020) of 52.219-13.

☐ (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (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) (i) 52.219-28, Post Award Small Business Program Representation (Nov 2020) (15 U.S.C. 632(a)(2)).

☐ (ii) Alternate I (Mar 2020) of 52.219-28.

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (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 (Mar 2020) (15 U.S.C. 637(m)).


☐ (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)).

☐ (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

☒ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126)

☐ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
☐ (30) (i) 52.222-26, Equal Opportunity (SEP 2016) (E.O.11246).
☐ (ii) Alternate I (FEB 1999) of 52.222-26.

☐ (ii) Alternate I (JUL 2014) of 52.222-35.

☐ (ii) Alternate I (JUL 2014) of 52.222-36.


☐ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).


☐ (36) 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.)

☐ (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.)

☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

(40) (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.

☐ (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514). ☐ (ii) Alternate I (Jun2014) of 52.223-14.

☐ (43) (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.

☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

☐ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐ (46) 52.223-21, Foams (Jun2016) (E.O. 13693).


☐ (ii) Alternate I (JAN 2021) of 52.225-3
☐ (iii) Alternate II (JAN 2021) of 52.225-3.
☐ (iv) Alternate III (JAN 2021) of 52.225-3.


☒ (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).


☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42 U.S.C. 5150).

☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

☐ (55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).

☒ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).


☐ (59) **52.232-34**, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](https://www.gpo.gov/fdsys/pkg/PLAW-114publ109/html/PLAW-114publ109.htm)).


☐ (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:


☐ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).


(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, as defined in FAR 2.101, on the date of award of this contract, 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) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
(vii) 52.222-26, Equal Opportunity (SEP 2015) (E.O.11246).
(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 (NOV 2020).
(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (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.

(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

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<tr>
<td>652.225-71</td>
<td>Section 8(a) of the Export Administration Act of 1979, As Amended</td>
<td>AUG 1999</td>
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<tr>
<td>652.229-70</td>
<td>Excise Tax Exemption Statement for Contractors Within the United States</td>
<td>JUL 1988</td>
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<td>652.229-71</td>
<td>Personal Property Disposition at Posts Abroad</td>
<td>AUG 1999</td>
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<tr>
<td>652.237-72</td>
<td>Observance of Legal Holidays and Administrative Leave</td>
<td>FEB 2015</td>
</tr>
<tr>
<td>652.239-71</td>
<td>Security Requirements for Unclassified Information Technology Resources</td>
<td>SEP 2007</td>
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<tr>
<td>652.242-70</td>
<td>Contracting Officer’s Representative (COR)</td>
<td>AUG 1999</td>
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<td>Authorization and Performance</td>
<td>AUG 1999</td>
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<td>652.243-70</td>
<td>Notices</td>
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<td>Notice of Shipments</td>
<td>FEB 2015</td>
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<tr>
<td>652.247-71</td>
<td>Shipping Instruction</td>
<td>FEB 2015</td>
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</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 Policy and Procedures. (FEB 2015)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Policy and Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert the substance of 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 Policy and Procedures may be accessed at http://www.state.gov/m/ds/rls/rpt/c21664.htm.

(End of clause)

SECTION 3

INSTRUCTIONS TO QUOTERS AND EVALUATION FACTORS

I. FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUN 2020), is incorporated by reference

ADDENDUM TO 52.212-1

Instructions to Offeror. Each quote must consist of the following forms completely filled out:

- Standard Form (SF-18) (blocks 12, 13, 14, 15 and 16 as appropriate must be filled out)
- Pricing table in section 1
- Vendor Registration form – Attachment 1
- DUNS, NCAGE and SAM Registrations completed – Attachment 2
- NDAA form - Attachment 3

*All proposals and documents must be in English

652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State’s Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.
For all others, the Department of State Advocate for Competition at cat@state.gov.

(b) The Department of State’s Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Minister Counselor for Management Affairs, at 5080-2300. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1680 by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

(End of provision)

II. Evaluation Factors

A. The U.S. Government intends to award a Purchase Order to the lowest priced, technically acceptable, responsible quoter based on initial quotations, without holding discussions. However, discussions might be held with companies in the competitive range if there is a need to do so.

B. The Government reserves the right to reject proposals that are unreasonably low or high in price.

C. The lowest price will be determined by adding each line item in “Prices - Continuation of SF-18”, and arriving at a grand total, including all options, if any.

D. The Government will determine quoter acceptability will be determined by assessing the quoter's compliance with the terms of the RFQ.

E. The Government will determine quoter responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:
   • Adequate financial resources or the ability to obtain them;
• Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
• Satisfactory record of integrity and business ethics;
• Necessary organization, experience, and skills or the ability to obtain them;
• Necessary equipment and facilities or the ability to obtain them; and
• Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
  (End)