

EMBASSY OF THE UNITED STATES OF AMERICA



General Services Office
#1, Street 96, Phnom Penh, Cambodia
Tel: 023 728 000
Fax: 023 728 400

August 26, 2015

Dear Prospective Offeror/Quoter:

SUBJECT: SCB60015Q0030: Request for Quotation for the Supply and Delivery of LED Lights for U.S.
Embassy Phnom Penh

The U.S. Embassy Phnom Penh has a requirement for a vendor to supply LED Lights. You are invited to submit a quotation. The Request for Quotations (RFQ) consists of the following sections:

1. Standard Form SF-18
2. Basic information, specifications/statement of work and/or technical qualifications.

The Embassy plans to award a purchase order(s). You are encouraged to make your quotation competitive. You are also cautioned against any collusion with other potential offerors with regard to price quotations to be submitted. The RFQ does not commit the Embassy to make any award. The Embassy may cancel this RFQ or any part of it.

Please read the RFQ carefully, and if you are interested, submit your quotation. Your quotation must be submitted in sealed envelopes marked Quotation for "Supply and Delivery of LED Lights" for U.S Embassy Phnom Penh to GSO-Procurement Section, # 1, Street 96, Phnom Penh, Cambodia or be sent by email to PhnomPenhProcurement@state.gov on or before **4:00 PM, local time on September 11, 2015**. Late quotations will not be accepted. The evaluation method is the lowest price, technically acceptable (LPTA) method.

Sincerely,

Rebecca C. Raman
Contracting Officer

Enclosure:
As Stated.

REQUEST FOR QUOTATIONS <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS- SMALL PURCHASE SET-ASIDE (52.219-4)		PAGE 1	PAGES 18
1. REQUEST NO. SCB60015Q0030	2. DATE ISSUED August 26, 2015	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING	
5A. ISSUED BY General Services Office, U.S. Embassy Phnom Penh #1, St. 96, Sangkat Wat Phnom, Phnom Penh			6. DELIVER BY (Date) See page 11 of this RFQ		
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls)			7. DELIVERY		
NAME Rebecca C. Raman Email: PhnomPenhProcurement@state.gov		TELEPHONE NUMBER AREA CODE NUMBER 023 728 000	FOB DESTINATION OTHER (See Schedule) See page 11 of this RFQ		
8. TO:			9. DESTINATION		
a. NAME	b. COMPANY		a. NAME OF CONSIGNEE U.S Embassy Phnom Penh		
c. STREET ADDRESS			b. STREET ADDRESS #1, St. 96, Sangkat Wat Phnom		
d. CITY	e. STATE	f. ZIP CODE	c. CITY Phnom Penh		
			d. STATE	e. ZIP CODE	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) September 11, 2015 @4.00PM, local time		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter			

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	(List of items and detailed specifications enclosed)				

12 DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS	b. 20 CALENDAR DAYS	c. 30 CALENDAR DAYS	d. CALENDAR DAYS	
	%	%	%	NUMBER	%

NOTE: Additional provisions and representations are are not attached.

13 NAME AND ADDRESS OF QUOTER			14 SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15 DATE OF QUOTATION
a. NAME OF QUOTER			Rebecca C. Raman		
b. STREET ADDRESS					
c. COUNTY			16. SIGNER		b. TELEPHONE
			Contracting Officer		
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		AREA CODE
					NUMBER

Standard Form-18

I- DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

U.S Embassy Phnom Penh has requirement for the supply and delivery of the LED Lights in accordance with the following technical specifications or equivalent:

No.	Description of Items and Technical Specifications (Brand Name or Equal)	Unit	Quantity	Unit Price USD	Total Price USD
1	<p>LEDtronics LED Thin Panel Light, Natural White, 45W, 2x4 or Equivalent</p> <p>Color Temp. (CCT): 4000K Total Lumens: 4500 Input Power : 45 Watts Input Voltage : 100-240VAC Illumination Angle : 120° Frame Aluminum Diffuser Plate Polycarbonate / Frosted white Protection Rating : IP40 Oper. Temperature : -4°F ~+113°F / -20°C ~+45°C Dimensions : 1195 x 595 x 9 mm Warranty : Minimum 3 Year Lifespan Minimum: 50,000 hours CE Approved Constant-Current LED Driver, Isolated & External No UV or IR, No Mercury</p>	Each	50		
2	<p>LEDtronics LED Post Top Omnidirectional Corn Bulbs, Pure White, 9W or Equivalent</p> <p>5 Year Minimum Warranty Solid State – High Shock/Vibration Resistant UL/cUL Listed (E322319) RoHS Compliant – No Toxic Metals No UV/IR Radiation, No RF Transmission LED LM80 Report Available Input Power: 9 Watts Input Voltage: 100~277VAC (Tested @ 120VAC) Input Current: 0.075A Total Lumens: 1020 lm Max. Candela: 120 cd Power Factor: 1.0 Color Temperature: 5700K~6300K CRI: >80 Beam Angle Omnidirectional Heatsink Aluminum Body Polycarbonate / Gray & White Base E26 Edison Screw Oper. Temperature: -4°F ~+149°F / -20°C ~+65°C</p>	Each	31		

3	<p>LEDtronics LED Post Top Omnidirectional Corn Bulbs, Pure White, 22W or equivalent</p> <p>5 Year Minimum Warranty UL/cUL Listed (E322319) RoHS Compliant – No Toxic Metals No UV/IR Radiation, No RF Transmission LED LM80 Report Available</p> <p>Input Power: 22 Watts Input Voltage: 100~277VAC Input Current: 0.185A Total Lumens: 2690 lm Max. Candela: 290 cd Power Factor: 1.0 Color Temperature: 5700K~6300K CRI: >80</p> <p>Beam Angle Omnidirectional Heatsink Aluminum Body Polycarbonate / Gray & White Base E26 Edison Screw Oper. Temperature: -4°F ~+149°F / -20°C ~+65°C</p>	Each	11		
4	<p>LEDtronics LED T8 Tube Light, Pure White, 18W or equivalent</p> <p>Input Voltage: 100~277Vac Current Consumption: 0.160 A Power Consumption: 18W Lumens: 1830 lm Max Ft-Cd: 560 cd Power Factor: 0.95 CRI (Ra): >80 CCT: 4500K~5500K Angle of illumination: 110° x 135° Operating Temperature: -30°C to +40°C Heatsink Color White Lens Color Frosted White Warranty Minimum 5 years UL / cUL Recognized/Listed DLC Recognized/Listed</p>	Each	340		

5	<p>LEDtronics LED T8 Tube Light, Natural White, 18W or equivalent</p> <p>Input Voltage: 100~277Vac Current Consumption: 0.160 A Power Consumption: 18W Lumens: 1830 lm Max Ft-Cd: 560 cd Power Factor: 0.95 CRI (Ra): >80 CCT: ~4000 K Angle of illumination: 110° x 135° Operating Temperature : -30°C to +40°C Heatsink Color White Lens Color Frosted White Warranty Minimum 5 years UL / cUL Recognized/Listed DLC Recognized/Listed</p>	Each	705		
6	<p>LEDtronics LED CFL Replacement Lamp, Natural White, 10W, or equivalent</p> <p>3 Year Minimum Warranty Frosted Lens / No Glass / No Mercury / No Lead 270° Pivoting Adjustable Base (18° Increments) No UV / No IR / No RF Interference / No Heat UL/cUL Recognized/Listed, RoHS Compliant Color Temperature: 4000K ~ 5000K Input Voltage: 100~277VAC Input Power: 10 Watts Total Lumens: 880 lm Max. Candela: 243 cd Beam Angle: 111° x 135° Base Style G24Q 4-Pin Universal Protection Rating: IP63 Heatsink Aluminum Oper. Temperature: -13°F ~+104°F / -25°C ~+40°C Dimensions: L6.53 x W1.59 x H1.79 inch /166 x 40.5 x 45.5 mm</p>	Each	136		

7	<p>LEDtronics LED CFL Replacement Lamp, Natural White, 9W or equivalent</p> <p>3 Year Minimum Warranty Frosted Lens / No Glass / No Mercury / No Lead 270° Pivoting Adjustable Base (18° Increments) No UV / No IR / No RF Interference / No Heat UL/cUL Recognized/Listed, RoHS Compliant Color Temperature: 4100K Input Voltage: 100~277VAC (Tested @ 120VAC) Input Power: 8.7 Watts Total Lumens: 804 lm Max. Candela: 227 cd Beam Angle: 270° Base Style G24Q 4-Pin Universal Protection Rating: IP63 Oper. Temperature: -13°F ~+104°F / -25°C ~+40°C Dimensions: L 5.71 x W 1.57 x H 1.77 inch/L 145 x W 40 x H 45 mm</p>	Each	1,318		
8	<p>LEDtronics LED CFL Replacement Lamp, Natural White, 7W or equivalent</p> <p>3 Year Minimum Warranty Direct Replacement with Simple Ballast Bypass Frosted Lens / No Glass / No Mercury / No Lead 270° Pivoting Adjustable Base (18° Increments) No UV / No IR / No RF Interference / No Heat UL/cUL Recognized/Listed, RoHS Compliant Color Temperature: 4100K Input Voltage: 100~277VAC Input Power: 6.2 Watts Total Lumens: 612 lm Max. Candela: 171 cd Beam Angle: 270° Base Style GX23D 2-Pin Universal Protection Rating: IP63 Dimensions: L5.19 x W1.57 x H1.77 inch / 132 x 40 x 45 mm</p>	Each	16		

9	<p>LEDtronics LED Universal Retrofit Kit, Pure White, 60W or equivalent</p> <p>5 Year Minimum Warranty DLC & UL/cUL (E467302) Listed No UV/IR Radiation, No RF Interference, No Heat No Toxic Metals, RoHS Compliant LM79 & LM80 Reports Available Color Temperature: 5700K Input Power: 60 Watts Input Voltage: 100~277VAC (Tested @ 120VAC) Input Current: 0.50A Power Factor: 0.99 Total Lumens: 6755 lm Max. Candela: 2310 cd - CRI: 73 Illumination Angle: 120° x 120° Oper. Temperature: 22°F ~+122°F / -30°C ~+50°C Heatsink Aluminum Alloy / White Yoke Steel / White</p>	Each	14		
10	<p>LEDtronics LED Downlight Retrofit Kit, Pure White, 120W or equivalent</p> <p>5 Year Minimum Warranty No UV/IR Radiation, No Toxic Metals, RoHS Compliant DLC & UL/cUL (E467302) Listed UL/cUL Approved Mean Well Driver LM79 & LM80 Reports Available Input Power: 120 Watts Input Voltage: 100~277VAC (Tested @ 120VAC) Power Factor: 0.98 Total Lumens: 11400 lm CRI: >70 Illumination Angle: 120° Color Temperature: 5700K Dimmability: 0-10VDC / 0-100KΩ / 10V PWM Oper. Temperature: 22°F ~+122°F / -30°C ~+50°C Heatsink Aluminum Alloy / White Yoke Steel / White Dimensions: L7.09 x W5.51 x H3.07 inch/180 x 140 x 78 mm</p>	Each	24		

11	<p>LEDtronics LED MR11 12V AC/DC Light Bulb, Warm White, 2.5W or equivalent</p> <p>3 Year Minimum Warranty No UV or IR Radiation / No RF Interference LM-80 Report Available RoHS compliant</p> <p>Color Temperature: 2700K~3000K Input Power: 2 Watts Input Voltage: 12V AC/DC (Tested @ 12VDC) Total Lumens: 140 lm Max. Candela: 260 cd CRI: >80 R9 7 Illumination Angle: 40° Oper. Temperature: -4°F ~+104°F / -20°C ~+40°C Base GU4 BiPin LEDs Cree XT-E Dimensions: 1.48 x Ø1.36 inch / 37.6 x Ø34.5 mm</p>	Each	130		
12	<p>LEDtronics LED Light Bulb, MR16 Style, Warm White, 4W or equivalent</p> <p>Input Voltage: 12VAC/DC Current Consumption: 0.449 A Power Consumption: 4W Efficacy: (Lm/W): 50 Lumens : 197 lm Total Ft-Cd: 529 cd Power Factor: 0.72 CRI (Ra): 82 Color Correlated Temperature (CCT): 3000K~3200K Viewing Angle: 35° Operating Temperature: -20°C to +40°C Body Color Silver Warranty: 3 year minimum</p>	Each	186		

13	<p>LEDtronics LED PAR38 Floods & Spotlights, COB, Clear, Pure White, 18W or equivalent</p> <p>5 Year Minimum Warranty UL/cUL Listed, RoHS Compliant LM-80 Report Available Color Temperature: 5000K~5600K Input Power: 18 Watts Input Voltage: 100~277VAC (Tested @ 120VAC) Power Factor: 0.99 Max. Candela: 2180 cd Total Lumens: 1635 lm CRI: ≥80 Illumination Angle: 50° Oper. Temperature: -4°F ~+104°F / -20°C ~+40°C Protection Rating: IP65 (Indoor/Outdoor Use) Base E26 Edison Screw LEDs SHARP Chip-on-Board</p>	Each	18		
14	<p>LEDtronics LED Compact Wall-Pack Luminaire for Security Lighting, Pure White, 8X2W or equivalent</p> <p>Lamp Warranty: Minimum 5 Years Solid State: High Shock & High-Vibration Resistant Highest-Grade LEDs: White Premium Lighting-Class LEDs Test-Verified to LM-79 Standard Meets IP65 Requirements Safety Assurance: ETL Listed (4001379) Color Temperature: 5000K~5600K Viewing Angle: H 54° x V 38° [Full Beam Width @ 50% Intensity] Input Voltage: 100-277VAC [Tested @ 120VAC] Input Current: 0.225 A @120VAC Energy Used: 27 Watts LED Forward Current: 0.910 A Power Factor: 0.98 Total Lumens: 1541 lm Max. Candela: 487 cd CRI: 76 Ambient Operating Temp.: ~-22°F to ~+122°F / ~-30°C to ~+50°C</p>	Each	6		

15	<p>LEDtronics LED T8 bulb, Natural White, 92X2W or equivalent</p> <p>ETL Classified RoHS Compliant UL Compliant Suitable for Damp Locations Lens Color Frosted</p> <p>Input Voltage: 90-290 VAC Current: 0.076 A Power: 8.9 W Total Lumens: 766 lm Candela: 224 cd Power Factor: 0.98 Color Temperature: 3800 K ~ 4300 K Viewing Angle: 108° x 126°</p>	Each	10		
16	<p>LEDtronics LED Canopy/Garage Security Luminaire, Pure White, 16X2W or equivalent</p> <p>Warranty: Minimum 5 Years Meets IP65 Requirements: Input Power Surge Protection: Onboard 40kA Varistor Safety Assurance: ETL Listed Color Temperature: 5000K~5600K Viewing Angle: 115° [Full Beam Width @ 50% Intensity]</p> <p>Beam Pattern Type V (Circular) Color Rendering Index: 76 Input Current: 0.250~0.310 A Input Voltage: 100 - 277 VAC Energy Used: 31 Watts Power Factor: 0.98 Total Lumens: 2224 lm Max. Candela: 676 cd Pipe Mounting Diameter Flush mount / Side KOs for ½" Conduit Dimensions: 13 3/8 x 13 3/8 x 4.6 in (34 x 34 x 11.7 cm)</p>	Each	32		

17	<p>LEDtronics LED Outdoor Flood Light, Pure White, 50W or equivalent</p> <p>Warranty: Minimum 5 Year Adjustable Wall Mounting Bracket Suitable for Wet Locations 120-Degree Wide Flood Illumination Solid-State: High-Shock & Vibration Resistant No UV Radiation / No Toxic Mercury RoHS Compliant, LM-80 Report Available Input Power: 50 Watts Input Voltage: 100~277VAC (Tested @ 120VAC) Power Factor: 1.0 Max. Candela: 2220 cd Total Lumens: 4395 lm CRI: ≥70 Illumination Angle: 120° Color Temperature: 5000~5600K Oper. Temperature: -4°F ~+113°F / -20°C ~+45°C Housing Die-Cast Aluminum / Gray Color Lens Material Tempered Clear Glass Protection Rating: IP65</p>	Each	56		
18	<p>LEDtronics LED Thin Panel Light, Natural White, 36W, 2X4 or Equivalent (\$141.02)</p> <p>Color Temp. (CCT): 4000K Total Lumens: 3600 Input Power: 36 Watts Input Voltage: 100-240VAC Illumination Angle: 120° Frame Aluminum Diffuser Plate Polycarbonate/Frosted White Protection Rating: IP40 Oper. Temperature: -4°F ~+113°F / -20°C ~+45°C Dimensions: 1195 x 595 x 9 mm Warranty: Minimum 3 Year Lifespan: Minimum 50,000 hours CE Approved Constant-Current LED Driver, Isolated & External No UV or IR, No Mercury</p>	Each	402		
Grand Total in USD					

Special Requirements:

- Prospective vendor must guarantee that all of the offered items are new, not factory refurbished.
- The price listed above shall include all labor, materials, overhead, profit, and transportation necessary to deliver the ordered items to the U.S. Despatch Agent (Seattle Despatch Agency).
- The evaluation method is the lowest price, technically acceptable (LPTA) method. Quotation will be evaluated on item-by-item basis.
- Quotation shall be provided with the detailed technical specifications and including product brochure or / catalog.
- United States factory warranty required for all products.

II- DELIVERY TIME AND LOCATION

- A. The vendor shall deliver all items not later than 30 days after date of issuing purchase order.
- B. The vendor shall deliver all ordered items to the following U.S. Despatch Agent (Seattle Despatch Agency). The address is:

C/O Lincoln Moving & Storage
8420 South 190 Street
Kent, WA 98031
(425) 251 5900

Despatch_Agency_Seattle@state.gov

Direct Surface Shipment (Despatch Agent Managed Shipment): If the ordered items will exceed 500 cubic feet, or a dozen 20 cubic feet, or fill more than half of a 20' container or more, the Despatch Agent may arrange to have a container loaded at the vendor's location and sent directly to Post by sea freight.

This confirmation will be made at the time of order.

Any vendor personnel involved with the delivery of the items shall comply with standard U.S. Despatch Agent regulations for receiving supplies. Prior notice of at least 5 working days will be required.

- C. If the ordered items come from local/Cambodian vendor, the delivery term is Door-to-Door, at the final destination of U.S Embassy Phnom Penh premise, address# 1, St. 96, Sangkat Wat Phnom Phnom, Daun Penh, Phnom Penh.

III- SYSTEM FOR AWARD MANAGEMENT

The U.S Embassy Phnom Penh calls to your attention to the requirement of clause 52.204-7 – SYSTEM FOR AWARD MANAGEMENT (JULY 2013) in the solicitation document. The contractor must register in System for Award Management, and for registration, please follow the link: <https://www.sam.gov/portal/public/SAM/>. Please see attached a quick-guide indicating steps of registration.

IV- PAYMENT TERMS

Payment will be made via EFT within 30 days upon receipt of goods in accordance with the Embassy's purchase order. Invoice shall be sent to:

Financial Management Officer
1, St. 96, Sangkat Wat Phnom, Daun Penh
Phnom Penh, Cambodia
Email: PHPVoucher@state.gov

V- CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS AWARDED BY OVERSEAS CONTRACTING ACTIVITIES (Current thru FAC 2005-75-83)

COMMERCIAL ITEMS

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

This purchase order or BPA incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/far>

DOSAR clauses may be accessed at: <http://www.statebuy.state.gov/dosar/dosartoc.htm>

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

NUMBER	TITLE	DATE
52.204-9	Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system)	JAN 2011
52.212-4	Contract Terms and Conditions – Commercial Items (Alternate I (MAY 2014) of 52.212-4 applies if the order is time-and-materials or labor-hour)	MAY 2015
52.225-19	Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only)	MAR 2008
52.227-19	Commercial Computer Software License (if order is for software)	DEC 2007
52.228-3	Workers' Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance)	JUL 2014
52.228-4	Workers' Compensation and War-Hazard Insurance (if order is for services and contractor employees are <u>not</u> covered by Defense Base Act insurance)	APR 1984

The following clause is provided in full text:

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAY 2015)

(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 (Dec 2014)
- (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 (Apr 2010) (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 (Jul 2013) (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. (Aug 2013) (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 2014) (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 2014) 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 Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- __ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- X (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
- X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- X (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- X (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 (AUG 2013). (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)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- __ (ii) Alternate I (Jun 2014) of 52.223-13.
- __ (37)(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.
- __ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- __ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).
- __ (ii) Alternate I (Jun 2014) of 52.223-16.
- X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- __ (41) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).

- ___ (42)(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.
- ___ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (44) 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).
- ___ (45) 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).
- ___ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- X (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ___ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- X (50) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (51) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- ___ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- X (54)(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 2014)(E.O. 13658).
- ___ (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 (Apr 2010) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (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 (Jul 2014) (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 (Jul 2014) (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)

__ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

__ (B) 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 (AUG 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).

(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.

(End of clause)

DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6) CLAUSES

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

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

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

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

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

(End of clause)