



*Embassy of the United States of America*

San Salvador, El Salvador, C.A.  
October 19, 2015

Dear Prospective Offeror/Quoter:

The American Embassy San Salvador, has a requirement for construction materials for Intermediate Center Ilobasco. 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 and specifications
3. Late quotation rules and evaluation method

The Embassy plans to award a purchase order. 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 American 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. Return the completed SF-18 to the address shown in Block 5a of the SF-18 by November 3, 2015, at 10:00 a.m. Oral quotations will not be accepted.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott McDow", with a long, sweeping underline that extends to the right.

Scott McDow  
Contracting Officer

Enclosure:  
As Stated.

<b>REQUEST FOR QUOTATIONS</b> <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ [ ] IS [x] IS NOT A SMALL BUSINESS- SMALL PURCHASE SET-ASIDE (52.219-4)			PAGE 1	OF 1	PAGES 12
1. REQUEST NO. <b>S-ES600-16-Q-0003</b>	2. DATE ISSUED <b>10/19/2015</b>	3. REQUISITION/PURCHASE REQUEST NO. <b>PR4794540</b>	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING		
5A. ISSUED BY <b>General Services Office, American Embassy, Blvd. y Urb. Santa Elena, Antiguo Cuscatlán, El Salvador</b>			6. DELIVER BY (Date) <b>30 DAYS</b>				
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls)			7. DELIVERY				
NAME <b>Patricia de Fuentes</b>		TELEPHONE NUMBER		FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)			
		AREA CODE	NUMBER <b>2501-2857</b>				
8. TO:			9. DESTINATION				
a. NAME		b. COMPANY			a. NAME OF CONSIGNEE <b>Granja de Centros Intermedios de Ilobasco</b>		
c. STREET ADDRESS			b. STREET ADDRESS <b>Al Norte de la Colonia Elen No. 1, Canton Sitio Viejo, Ilobasco</b>				
d. CITY		e. STATE		f. ZIP CODE		c. CITY <b>El Salvador</b>	
						d. STATE	e. ZIP CODE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) <b>November 3, 2015 at 10:00 a.m.</b>		<b>IMPORTANT:</b> 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)		
<b>1</b>	<b>Provide a quotation without IVA for construction materials for Intermediate Center Ilobasco as per attached list.</b>  <b>Quotations to be delivered at the Embassy North Gate, final Calle Conchagua, or by email to: FuentesPM@state.gov</b>  <b>Closing date: November 3, 2015 at 10:00 a.m.</b>  <b>No late proposals will be accepted.</b>	<b>1</b>	<b>EA</b>				
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 [ x ] 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							
b. STREET ADDRESS			16. SIGNER				
c. COUNTY			a. NAME (Type or print)			b. TELEPHONE	
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)			AREA CODE	
						NUMBER	

STANDARD FORM 18

No.	Descripción	Unidad	Cantidad	Precio Unitario Estimado	Sub Total Estimado
1	Angulo de 1 1/4 x 3/16"	pieza	100		
2	Angulo de 1 1/2" x 3/16"	pieza	75		
3	Angulo de 1 1/2" x 1/8"	pieza	13		
4	Angulo de 1" x 1/8"	pieza	311		
5	Angulo de 2" x 3/16"	pieza	192		
6	Bisagras tubulares de 2" x 1"	unidad	51		
7	Bisagras tubulares de 4" x 1"	unidad	18		
8	Caño negro cedula 30 de 4"	pieza	10		
9	Capote estándar compacto inicial	pieza	4		
10	Capote estándar compacto intermedio	pieza	32		
11	Duralita 6 mm de 5 pies, color gris	pieza	33		
12	Duralita 6 mm de 7 pies, color gris	pieza	1120		
13	Duralita de 7 pies, transparente	pieza	336		
14	Electro malla 6"x6", calibre 10/10 de 6x2 35	pieza	1		
15	Electrodo 7018	kg	280		
16	Lamina desplegada cal 26, 3/6 mm	pieza	34		
17	Cemento portland tipo 1	bolsa	2697		
18	Lamina lagrimada de Ho 2x1x1/8"	pieza	1		
19	Lamina lisa 3/32"	pieza	69		
20	Masillo automotriz 1/4 galon	unidad	25		
21	Pin de 5" completo para fijación de duralita	unidad	2000		
22	Platina 1" x 1/8"	pieza	23		
23	Polín "C" de 6", chapa 14	pieza	3		
24	Polín C, 4" x 2", chapa 14	pieza	35		
25	Remaches	ciento	850		
26	Rodo 4", con balero	unidad	24		
27	Tapón para baño, 3" x 3" acero inoxidable	unidad	7		
28	Tela plátón 11 x 72", calibre 9	yda	12		
29	Thinner corriente	galon	20		
30	Tubo cuadrado de 1" x 1", chapa 14	pieza	42		
31	Tubo cuadrado de 4" x 1", chapa 14	pieza	415		
32	Tubo galvanizado #1 1/2"	pieza	6		
33	Tubo industrial rectangular chapa 20 de 2x1"	pieza	117		
34	Abrazadera conduit de 1/2", una pata	c/u	100		
35	Abrazaderas galvanizadas de 5 a 7, completas	C/U	3		
36	Adaptador hembra PVC 2"	c/u	2		
37	Alambre galvanizado #10	lbs	10		
38	Alambre galvanizado #14	lbs	20		
39	Ancla de expansión para concreto de 3/8" x 1 1/2" Completo	c/u	12		
40	Ancla de expansión para retenida Completa (con su barra)	C/U	4		
41	Anillas plásticas de 1/4" x 1 1/2", color verde Con tornillo galvao	c/u	80		
42	Arandela plana de 3/8"	c/u	184		
43	Barra coperwell de 5/8" x 10", con cepo	C/U	5		
44	Broca para concreto de 1/4"	c/u	7		
45	Broca para concreto de 3/16" - 1/2"	juego	4		
46	Bushing conduit 1/2"	c/u	31		
47	Bushing conduit 2"	c/u	5		
48	Cable aluminio triplex #4 (2 WP + 1 ACSR)	M L	120		
49	Cable de acero galvanizado 5/16" (para retenida)	M L	32		
50	Cable duplex #14	M L	20		
51	Cable THHN #10 (3 tramos de 100 mts)	m l	300		
52	Cable THHN #10	m l	800		
53	Cable THHN #12 (rollos de 100 mts color negro)	m l	400		
54	Cable THHN #14 (rollos de 100 mts, 2 negros + 1 amarillo)	m l	500		
55	Cable THHN #2 (2 rollos de 100 mts, 1 blanco + 1 verde)	m l	200		
56	Cable THHN #6 (rollos de 100 mts color negro)	m l	450		
57	Cable THHN #8 (rollos de 100 mts color negro)	m l	300		
58	Cable TSJ # 10-3	M L	8		
59	Cable TSJ # 6-3	M L	50		
60	Cable TSJ #14-2	m l	50		
61	Caja cuadrada 4"x4" tipo pesada	C/U	8		
62	Caja de cuadrada 5"x5" doble fondo Tipo pejada	c/u	15		
63	Caja rectangular, tipo pesada	c/u	51		
64	Caja térmica de 4 espacios Monofásico G E	C/U	1		
65	Caja térmica de 8 espacios Monofásico G E	C/U	4		
66	Caja térmica de distribución - 3ø - 30 espacios - 120/240 V - 5 hilos - Principal de 150Amp/3P - Barras de 200Amp G E	c/u	1		
67	Cajas octogonales tipo pesada	c/u	51		
68	Cepo de aluminio para ACSR #6	C/U	4		
69	Cincho band-it 3/4"	Mts	10		
70	Cincho plástico 7"	c/u	50		
71	Cinta aislante 3M-Super 23	c/u	6		
72	Cinta aislante 3M-Super 33	c/u	17		
73	clavo robot 1"	C/U	50		
74	Conector EMT 1/2" UL	c/u	31		
75	Conector EMT 2", de presión UL	c/u	5		
76	Conector para EMT 1 1/4", de presión UL	C/U	2		
77	Conector recto 1/2", para cable	c/u	60		
78	Conector recto 1/2"	C/U	15		
79	Conector recto para tecnoducto de 1"	c/u	7		
80	Conector recto para tecnoducto de 3/4"	c/u	65		
81	Cuerpo terminal 1 1/4"	C/U	1		
82	Curva PVC 2" (para tubería eléctrica)	c/u	7		
83	Dados térmicos THQL 20A/1P G E	c/u	4		
84	Dados térmicos THQL 30A/1P G E	c/u	18		
85	Dados térmicos THQL 30A/2P G E	c/u	1		
86	Dados térmicos THQL 50A/2P G E	c/u	15		
87	Estrizo para carrete, con aislador	C/U	8		
88	Foco fluorescente 20W	c/u	3		
89	Grapa universal 1 1/4" (para riel strut)	C/U	2		
90	Grapa universal de 2", para riel strut. Completo	c/u	5		
91	Hebilla band-it 3/4"	C/U	16		
92	Lámpara con 2 Master Led Tube de 1200 mm - 19W - 6500K - 120V, con chasis tipo industrial para dos tubos Completa	c/u	20		
93	Lámpara fluorescente 2x32W, tipo industrial Completa	C/U	7		
94	Lámpara fluorescente 2x32W, tipo riel Completa	C/U	6		

Descripción	Unidad	Cantidad	Precio Unitario Estimado	Sub Total Estimado
Angle 1 1/4 x 3/16"	Piece	100		
Angle 1 1/2" x 3/16"	Piece	75		
Angle 1 1/2" x 1/8"	Piece	13		
Angle 1" x 1/8"	Piece	311		
Angle 2" x 3/16"	Piece	192		
Tube Hinge 2" x 1"	Unit	51		
Tube Hinge 4" x 1"	Unit	18		
Black Pipe, Cell 30 of 40"	Piece	10		
Standard Cape, Initial	Piece	4		
Standard Cape, Intermediate	Piece	32		
Hard Roof, 6mm 5 feet, gray color	Piece	33		
Hard Roof, 6mm 7 feet, gray color	Piece	1120		
Hardo Roof, 7 feet, clear type	Piece	336		
Electrical mesh, 6 x 6", calibre 10/106 x 2 35	Piece	1		
Electrode 7018	kg	280		
Unfolded Sheet, calibre 26, 3 x 6 mm	Piece	34		
Cement	Bag	2697		
Teardrop Ironsheet Ho 2x1x1/8"	Piece	1		
Straight iron sheet 3/32"	Piece	69		
Car Putty 1/4 Gallon	Unit	25		
5" Pin complete for Hard Roof	Unit	2000		
Platten 1" x 1/8"	Piece	23		
Iron beam, C Type 6", lock 14	Piece	3		
Iron beam, C Type 4" x 2", lock 14	Piece	35		
Rivet	hundred	850		
Roll 4", with bearing	Unit	24		
Toilet lid, 3" x 3" stainless steel	Unit	7		
Iron Mesh, 11 x 72", calibre 9	yard	12		
Thinner	Gallon	20		
Square tube 1" x 1", lock 14	Piece	42		
Square tube 4", lock 14	Piece	415		
Galvanized Tube 1/2"	Piece	6		
Industrial rectangular tube, lock 20, 2x1"	Piece	117		
Conduit Clamp 1/2", one side	Piece	100		
Galvanized clamp from 5 to 7, complete	Unit	3		
PVC female adapter 2"	Unit	2		
Galvanized wire #10	pounds	10		
Galvanized wire #14	pounds	20		
Expansion anchor for concrete 3/8" x 1 1/2", Complete	Unit	12		
Expansion anchor for retention, Complete with bar	Unit	4		
Plastic anchor 1/4" x 1/2", green color with stud bolt	Unit	80		
Flat washer 3/8"	Unit	184		
Coperwell bar, 5/8" x 10", with kedge	Unit	5		
Concrete drill 1/4"	Unit	7		
Concrete drill 3/16" - 1/2"	Set	4		
Conduit Bushing 1/2"	Unit	31		
Conduit Bushing 2"	Unit	5		
Aluminum Cable, Triplex #4 (2WP + 1 ACSR)	Meter	120		
Steel galvanized cable, 5/16" (for retention)	Meter	32		
Duplex Cable #14	Meter	20		
THHN Cable, #1 (3 pieces of 100 mts)	Meter	300		
Cable THHN #10	Meter	800		
Cable THHN #12 (100 mts roll, black)	Meter	400		
Cable THHN #14 (100 mts roll, 4 blacks 1 yellow)	Meter	500		
Cable THHN #2 (100 mts roll, 1 white, 1 green)	Meter	200		
Cable THHN #6 (100 mts roll, black color)	Meter	450		
Cable THHN #8 (100 mts roll, black color)	Meter	300		
TSJ Cable # 10-3	Meter	8		
TSJ Cable # 6-3	Meter	50		
TSJ Cable #14-2	Meter	50		
Square Box 4" x 4", heavy duty	Unit	8		
Square Box 5" x 5", double deep, heavy duty	Unit	15		
Rectangular Box, heavy duty	Unit	51		
Thermal Box, 4 slots, Monophasic	Unit	1		
Thermal Box, 8 slots, Monophasic	Unit	4		
Thermal distribution box, 3 - 30 slots - 120/240V - 5 threads - Principal 150 amp/3p - 200 amp Bar	Unit	1		
Octagonal Box, heavy duty	Unit	51		
Aluminum stock ACSR#6	Unit	4		
Band it belt 3/4"	mts	10		
Plastic Belt 7"	Unit	50		
Insulated tape 3M Super 23	Unit	6		
Insulated tape 3M Super 33	Unit	17		
Rebot Nail 1"	Unit	50		
EMT Connector 1/2" UL	Unit	31		
EMT Connector 2", pressure UL	Unit	5		
EMT Connector 1 1/4", pressure UL	Unit	2		
Straight connector 1/2", for cable	Unit	60		
Straight Connector 1/2"	Unit	15		
Technoduct Connector 1"	Unit	7		
Technoduct Connector 3/4"	Unit	65		
Terminal body 1 1/4"	Unit	1		
PVC Curve 2" (electric tube)	Unit	7		
Thermal dice THQL 20A/1P	Unit	4		
Thermal dice THQL 30A/1P	Unit	18		
Thermal dice THQL 30A/2P	Unit	1		
Thermal dice THQL 50A/2P	Unit	15		
Coil rail, insulated	Unit	8		
Flouescent bulb 20W	Unit	3		
Universal Clamp 1 1/4" (for strut rail)	Unit	2		
Universal Clamp 2", for strut rail, complete	Unit	5		
Band it buckle 3/4"	Unit	16		
Lamp 2 Master led tube 1200 mm - 19W - 6500K - 120V, with chasis, industrial type for two tubes Complete	Unit	20		
Flouescent lamp 2x32w, industrial type Complete	Unit	7		
Flouescent lamp 2x32w, rail type Complete	Unit	6		

95	Lubricante para tirado de cable WL - 3M (deslizante)	galón	1	Lubricant for wire installation WL - 3M (slip type)	Gallon	1
96	Luminaria de Inducción 60W/240V, wallpack, Completa	c/u	8	Induction Light 60W/240V, wall pack, Complete	Unit	8
97	Perno máquina de 5/8" x 2", completo.	C/U	4	Machine bolt 5/8 x 2" Complete	Unit	4
98	Perno máquina de 5/8" x 8", completo.	C/U	16	Machine bolt 5/8 x 8" Complete	Unit	16
99	Postes metálicos de 30', telescopicos	C/U	4	Metallic Pole 30' telescopic	Unit	4
100	Preformada para cable de acero 5/16"	C/U	8	Preformed Steel Cable 5/16"	Unit	8
101	Preformadas para ACSR #6	C/U	8	Preformed ACSR#6	Unit	8
102	Receptáculo fijo de baquelita. Bticino.	c/u	3	Fix receiver, bakelite , bticino	Unit	3
103	Riel strut pacho ojo chino [pieza de 10 ]	c/u	4	Strut rail, flat (10 piece)	Unit	4
104	Soporte argolla para viento	C/U	4	Ring support for wind	Unit	4
105	Switch de palanca tipo EAGLE. Sencillo. Con placa metálica.	c/u	9	lever switch, eagle type, Simple, with metallic plate	Unit	9
106	Switch tipo integrado, sencillo.	C/U	7	integrated switch, simple	Unit	7
107	Tapadera octagonal metálica, tipo pesada. Con knock-out.	c/u	36	Otogonal metallic lid, heavy duty with knock out	Unit	36
108	Tapadera redonda, con knock-out. Tipo pesado.	C/U	15	Round lid with knock out, heavy duty	Unit	15
109	Tecnoducto 3/4"	m.l.	330	Technoduct 3/4"	Meter	330
110	Tecnoducto 3/4"	M.L.	150	Technoduct 3/4"	Meter	150
111	Tecnoducto de 1"	m.l.	120	Technoduct 1"	Meter	120
112	Hammer. Térmico tipo industrial de 175A/3P - 240V. Cat. ED3175L. Eaton/Cutler	c/u	1	Thermal industrial type 175A/3P - 240V. Cat ED3175L. Eaton/Cutler Hammer	Unit	1
113	Toma doble tipo industrial, EAGLE. Con placa metálica color plateada.	c/u	14	Double outlet industrial type, 175A/3P - 240V. Cat ED3175L Eaton/Cutler Hammer	Unit	14
114	Toma dobles polarizado, EAGLE. Con placa metálica.	C/U	26	Double outlet polarized with metallic plate	Unit	26
115	Toma espacial 50A/240V. Para empotrar. Completo.	C/U	8	Space outlet 50A/240V, Fixed, Complete	Unit	8
116	Toma para empotrar 50A/240V. Con tapadera, antetapa. Completo.	c/u	6	Fixed outlet, 50A/240V. With lid, complete	Unit	6
117	Tornillo autorrascante 5/32"x1"	c/u	125	autothreading screw 5/32" x 1"	Unit	125
118	Tubo eléctrico PVC 2" (de 6 mts. c/u)	c/u	35	Electric Tube PVC 2", (6 mts each)	Unit	35
119	Tubo EMT 1 1/4", aluminio. UL	C/U	1	EMT Tube 1 1/4", aluminum UL	Unit	1
120	Tubo EMT 1/2", aluminio. UL	c/u	48	EMT Tube 1/2", aluminum UL	Unit	48
121	Tubo EMT 2", aluminio. UL	c/u	2	EMT Tube 2", Aluminum UL	Unit	2
122	Tuerca hexagonal de 3/8"	c/u	184	Hexagonal nut 3/8"	Unit	184
123	Unión PVC 2" (para tubería eléctrica)	c/u	25	PVC Joint (electric tube)	Unit	25
124	Varilla roscada de 3/8" (piezas de 10 )	c/u	23	Threaded rod, 3/8" (10" piece)	Unit	23
125	Candado marino 114/120-40, marca YALE	unidad	16	Water lock, 114/120- 40.	Unit	16
126	Chapa de parche	unidad	24	Patch lock	Unit	24
127	Chapa de pin vertical	unidad	6	Pin lock, vertical	Unit	6
128	Pintura aluminio silver	galón	1	Aluminum paint, silver	Gallon	1
129	Lavamanos color blanco con sus accesorios completos	unidad	2	Sink, white with all accessories	Unit	2
130	Pintura base, sellador de poros	galón	56	Base Painting, sealer with pore	Gallon	56
131	Pintura de acabado	galón	20	Finishing paint	Gallon	20
132	Pintura epóxica	galón	42	Epoxic paint	Gallon	42
133	Pintura latex	galón	103	Latex paint	Gallon	103
134	Sanitario tipo ecoline, con accesorios completos	unidad	2	Ecoline toilet with accessories	Unit	2
135	Sanitario tipo rural	unidad	6	Toilet, Rural type with accessories	Unit	6
136	Sika flex (cartucho 20 oz)	cartucho	3	Sika Flex (20 oz cartridge)	cartridge	3
137	Ventana de celosía de vidrio nevado bronce. 1 * 1 mts	unidad	8	Window, snowy glass 1 x 1mts	Unit	8
138	Ventana de celosía de vidrio nevado bronce. 60 * 60 cm	unidad	2	Window, snowy glass 60 x 60 cm	Unit	2

Quotations are to be delivered at the Embassy North Gate, final Calle Conchagua, or by email to: [FuentesPM@state.gov](mailto:FuentesPM@state.gov)

Prices must not include IVA, per exemption card EU-14-107.

Do not change the order of the line items in your quote.

Closing date: On or before November 3, 2015 at 10:00 a.m. No late proposals will be accepted.

Delivery address will be:  
Granja de Centros Intermedios de Ilobasco  
Al Norte de la Colonia Elen No. 1  
Canton Sitio Viejo, Ilobasco

Payment: Net-30 days after receiving the merchandise at delivery point.

#### EVALUATION CRITERIA

Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR Subpart 9.1, including:

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- be otherwise qualified and eligible to receive an award under applicable laws and regulations.

#### **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 2014
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 (JUN 2014)

(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) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(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 (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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

\_\_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_ (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 (May 2014) (15 U.S.C. 637(d)(2) and (3)).

- \_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (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 (Jul 2010) 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—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_ (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_ (23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- \_\_ (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- \_\_ (27) 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)).
- \_\_ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- \_\_ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- \_\_ (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- \_\_ (32) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- \_\_ (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- \_\_ (34) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- \_\_ (35) 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 (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.)

\_\_ (37)(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.)

\_\_ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O. 13423 and 13514).

\_\_ (ii) Alternate I (Jun 2014) of 52.223-13.

\_\_ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (E.O. 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 (JUN 2014) (E.O. 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) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_ (44)(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.

\_\_ (45) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

\_\_ (46) 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).

\_\_ (47) 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).

\_\_ (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_ (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_ (50) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_ (51) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (52) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_ (53) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

- \_\_\_ (54) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- \_\_\_ (55) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- \_\_\_ (56)(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) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- \_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_ (3) 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).
- \_\_\_ (4) 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).
- \_\_\_ (5) 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).
- \_\_\_ (6) 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).
- \_\_\_ (7) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O.13495).
- \_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
- \_\_\_ (9) 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 (May 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) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

X(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

—Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 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).

(xi) 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).

(xii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiii) 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).

(xiv) 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.

(xv) 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**

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
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)