Embassy of the United States of America

GSO/Procurement Office

Antiguo Cuscatlán, August 11, 2016.

To: Prospective Quoters

Subject: Request for Proposal No. S- ES60016Q0124

The Embassy of the United States of America has a requirement for a contractor to present a quotation to provide ***TV AND RADIO SPOTS,*** as per described in Attachment A.
The Request for Proposal (RFP) consists of the following sections:

1. Standard Form SF-18
2. Attachment A - 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 RFP does not commit the American Embassy to make any award. The Embassy may cancel this RFP or any part of it.

Please read the RFP carefully and if you are interested, submit your quotation via e-mail to RengifoJM@state.gov including the completed SF-18 by on or before 11:00 on Friday August 26, 2016. No oral quotations will be accepted.

Sincerely,

Scott McDow
Contracting Officer

Enclosure:
As Stated

Solicitation Number S-ES60016Q0124

The American Embassy in San Salvador invites you to submit a quotation to provide TV AND RADIO SPOTS, as per described in Attachment A.

Submit your proposal via e-mail to Janina de Rengifo, RengifoJM@state.gov on or before 11:00 on Friday August 26, 2016. No proposal will be accepted after this time.

In order for a proposal to be considered, you must complete and submit the attached SF-18.

Please address any questions to:
Janina M de Rengifo
Email: RengifoJM@state.gov

Standard Form SF-18

REQUEST FOR QUOTATIONS *(THIS IS NOT AN ORDER)*	THIS RFQ [ ] IS [x] IS NOT A SMALL BUSINESS-SMALL PURCHASE SET-ASIDE (52.219-4)	PAGE 1	OF	PAGES 10

1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
S-ES60016Q0124	**07/21/2016**	**PR5492780**		

5A. ISSUED BY **General Services Office, American Embassy San Salvador**

6. DELIVER BY *(Date)*

5B. FOR INFORMATION CALL: *(Name and telephone no.) (No collect calls)*

NAME	TELEPHONE NUMBER	
	AREA CODE	NUMBER
Janina M. de Rengifo RengifoJM@state.gov		**2501-2462**

7. DELIVERY

X FOB DESTINATION OTHER *(See Schedule)*

8. TO:

a. NAME	b. COMPANY

c. STREET ADDRESS

d. CITY	e. STATE	f. ZIP CODE

9. DESTINATION

a. NAME OF CONSIGNE
American Embassy San Salvador

b. STREET ADDRESS
Final Blvd. Santa Elena, Antiguo Cuscatlan

c. CITY
La Libertad

d. STATE	e. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS *(Date)*
Friday August 26, 2016

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)	QTY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	TV AND RADIO SPOTS **AS PER ATTACHMENT A**		Lump Sum	$ $	**$**

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				
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

ATTACHMENT A

INL SAN SALVADOR
"HEROES DE EL SALVADOR"
SCOPE OF WORK FOR TV COMMERCIAL DISSEMINATION

General Information

1. GENERAL: This is a contract to provide services in the form of TV (visual and audio) broadcasts to support the Bureau of International Narcotics and Law Enforcement Affairs (INL) and the Policia National Civil (PNC). The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 INTRODUCTION: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items necessary to perform print production support as defined in this Scope of Work except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

2. PERIOD OF PERFORMANCE:

The period of performance will be for a period of 2 months/60 days beginning tentatively on or about 01 August 2016 or on the date specified in a dissemination broadcasting matrix provided by the contractor to and approved by the INL, but no later than 03 September 2016.

3. SCOPE-DESCRIPTION OF REQUIREMENTS AND QUANTITIES:

3.1 BASIC REQUIREMENT: The Contractor(s) shall provide all personnel, equipment, supplies, facilities, tools, materials, supervision, and other items and non-personal services necessary to upload, edit, and broadcast the provided, edited and produced three (3) 30 second TV (audio and visual) messages, on the channels, times, and frequency provided on the broadcasting chart below for a total of 518 spots for two months, with 259 spots broadcasted each month. The edited and finalized three (3) 30 second radio/audio messages will be provided to the contractor(s) after the award of the contract.

3.1.1 SPECIFIC REQUIREMENT 1: The contractor(s) shall produce a monthly broadcasting/dissemination matrix for each or both of the 2 months of broadcasting, no less than 10 calendar days before; the beginning of the first day of broadcasting or of each of the two months, to the INL for approval, at SousaRE@state.gov.

3.1.2 SPECIFIC REQUIREMENT 2: The contractor(s) shall produce and present the first or only monthly broadcasting/dissemination matrix no more than 15 calendar days after the award of the contract and/or no later than 10 calendar days prior to the beginning of the first day of dissemination, tentatively 01 August 2016 or on the date as indicated in the first broadcasting/dissemination matrix approved by the INL.

3.1.3 SPECIFIC REQUIREMENT 3: The contractor(s) shall include in the monthly broadcasting/dissemination matrix the channels, the total number of broadcasting spots per channel, the name/number of the audio/visual message to be broadcasted, the day, and time of day of each audio/visual message to be broadcasted.

3.1.4 SPECIFIC REQUIREMENT 4: The contractor(s) shall ensure that the TV spot selected will be broadcasted at the times depicted in the monthly broadcasting spot and that the 30 second audio/visual messages will be broadcasted on the listed frequencies for the specified number of broadcasting spots on a monthly basis.

3.1.5 SPECIFIC REQUIREMENT 5: The contractor(s) shall ensure to evenly space, as much as possible, the broadcasting spots and the three audio/visual messages across and within each month of the 2 months and are slotted within the most popular watches times of each day.

3.1.6 SPECIFIC REQUIREMENT 6: The contractor shall not broadcast the provided audio/video messages until the contractor(s) have received written approval of the combined or monthly broadcasting/dissemination matrix by the INL.

3.1.7 SPECIFIC REQUIREMENT 7: The contractor(s) shall not make any changes to the monthly broadcasting/dissemination matrix once approved by the INL without prior approval from the INL.

3.1.8 SPECIFIC REQUIREMENT 8: The contractor(s) shall ensure that the entire 30 second audio/visual message is broadcasted during the approved times of broadcasting, on the approved channels.

3.1.9 SPECIFIC REQUIREMENT 9: In the event the contractor must change the approved spots for broadcasting of the approved audio/visual messages, the contractor shall inform and receive written approval from the INL at SousaRE@state.gov prior to the changes occur.

3.1.10 SPECIFIC REQUIREMENT 10: The contractor(s) shall ensure that all audio/visual messages are clearly heard and seen over the TV.

3.1.11 SPECIFIC REQUIREMENT 11: The INL reserves the right to change the content of the 30 second audio/visual messages at any time and at no additional cost.

3.1.12 SPECIFIC REQUIREMENT 12: The contractor(s) shall ensure that the actual length of the TV spot is no less than 30 seconds in duration, to ensure the entire audio/visual message is heard and viewed.

Below is the list channel and total number of TV broadcast spots to be broadcasted monthly over a 2 month/60-day period:

MONTHLY BROADCASTING CHART:

CHANNEL	PROGRAM	TOTAL OF SPOTS
TCS	Viva la Mañana	20
Channel 2	Doming para todos	10
Channel 4	Package several popular programs	66
Channel 6	Las Grandiosas 12:30	20
	Noticias 7 pm	22
Channel 21	Novelas	11
	Package several popular programs	22
Channel Genteve	News, opinion and family programs	88
	Total of TV Spots per month=	**259**

Note: The TV spot selected options are focused on popular audiences that include soap operas, family programs and daily talk shows on the above listed stations for the specified number of occurrences.

4. **DELIVERY INFORMATION**

4.1 The contractor shall provide all resources necessary to effectively begin on time the dissemination of the audio/visual messages in the approved TV spots, at the approved times, based on the broadcasting/dissemination matrixes approved by the INL.

4.2 In the event the contractor foresees it will be unable to broadcast the audio/visual messages according to the INL approved broadcasting/dissemination matrixes, the contractor shall notify and provide the INL with a REVISED OR UPDATED broadcasting/dissemination matrix for approval, no less than 7 calendar days before the broadcasting dates for that month needing revisions.

"HEROES DE EL SALVADOR"
SCOPE OF WORK FOR RADIO DISSEMINATION

General Information

1. GENERAL: This is a contract to provide services in the form of radio/audio broadcasts to support the Bureau of International Narcotics and Law Enforcement Affairs (INL) and the Policia National Civil (PNC). The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 INTRODUCTION: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items necessary to perform print production support as defined in this Scope of Work except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

2. PERIOD OF PERFORMANCE:

The period of performance will be for a period of 12 months/365 days beginning tentatively on 01 August 2016 or on the date specified in a dissemination broadcasting matrix provided by the contractor to and approved by the INL, but no later than 03 September 2016.

3. SCOPE-DESCRIPTION OF REQUIREMENTS AND QUANTITIES:

3.1 BASIC REQUIREMENT: The Contractor(s) shall provide all personnel, equipment, supplies, facilities, tools, materials, supervision, and other items and non-personal services necessary to upload, edit, and broadcast the provided, edited and produced 30 second audio messages, over the radio, on the frequencies provided on the broadcasting chart below for a total of 23,004 spots for the year, with 1,917 spots broadcasted per month. The edited and finalized three (3) 30 second radio/audio messages will be provided to the contractor(s) after the award of the contract.

3.1.1 SPECIFIC REQUIREMENT 1: The contractor(s) shall produce a monthly broadcasting/dissemination matrix for each of the 12 months of broadcasting no less than 10 calendar days before the beginning of the first day of each calendar month to the INL, for approval, at SousaRE@state.gov.

3.1.2 SPECIFIC REQUIREMENT 2: The contractor(s) shall produce and present the first monthly broadcasting/dissemination matrix no more than 15 calendar days after the award of the contract and/or no later than 10 calendar days prior to the beginning of the first day of dissemination, tentatively 01 August 2016 or on a date as indicated in the first broadcasting/dissemination matrix approved by the INL.

3.1.3 SPECIFIC REQUIREMENT 3: The contractor(s) shall include in the monthly broadcasting/dissemination matrix the frequencies, the total number of broadcasting spots per frequency, the name/number of the audio message to be broadcasted, day, and time of day of each audio message to be broadcasted.

3.1.4 SPECIFIC REQUIREMENT 4: The contractor(s) shall ensure that the radio spot selected will be broadcasted between the local hours of 0600-0900, 1100-1300, and 1600-1800 and that the 30 second audio messages will be broadcasted on the listed frequencies for the specified number of broadcasting spots on a monthly basis.

3.1.5 SPECIFIC REQUIREMENT 5: The contractor(s) shall ensure to evenly space, as much as possible, the broadcasting spots and the three audio messages across and within each month of the 12 months.

3.1.6 SPECIFIC REQUIREMENT 6: The contractor shall not broadcast the provided audio messages until the contractor(s) have received written approval of the monthly broadcasting/dissemination matrix by the INL.

3.1.7 SPECIFIC REQUIREMENT 7: The contractor(s) shall not make any changes to the monthly broadcasting/dissemination matrix once approved by the INL without prior approval from the INL.

3.1.8 SPECIFIC REQUIREMENT 8: The contractor(s) shall ensure that the entire 30 second audio message is broadcasted during the approved times of broadcasting, on the approved frequencies.

3.1.9 SPECIFIC REQUIREMENT 9: In the event the contractor must change the approved spots for broadcasting of the approved audio messages, the contractor shall inform and receive written approval from the INL at SousaRE@state.gov prior to the changes occur.

3.1.10 SPECIFIC REQUIREMENT 10: The contractor(s) shall ensure that all audio messages are clearly heard over the air.

3.1.11 SPECIFIC REQUIREMENT 11: The INL reserves the right to change the content of the 30 second audio messages at any time and at no additional cost.

3.1.12 SPECIFIC REQUIREMENT 12: The contractor(s) shall ensure that the actual length of the radio spot is no less than 30 seconds in duration.

Below is the list of frequencies and total number of radio broadcast spots to be broadcasted monthly over a 12 month/365-day period:

MONTHLY BROADCASTING CHART:

CHANNEL	PROGRAM	TOTAL OF SPOTS
Grupo Samix	La Chevere 100.9 FM M-S	352
	La Urbana 94.9 FM M-S	352
Corporacion FM	Scan 96.1 FM M/W/F	352
	YXY 105.7 FM M-S	352
Grupo Arpas	22 stations in the rural areas of the country	88
ABC	100.1 FM M-S	352
Maya Vision	106.9 FM	39
Radio Cadena Mi gente	AM 700	30
	Total of Spots per Month=	**1917**

4. **DELIVERY INFORMATION**

4.1 The contractor shall provide all services and resources necessary to begin on time the broadcasting/dissemination of radio/audio messages in the approved radio spots, based on the broadcasting/dissemination matrixes approved by the INL.

4.2 In the event the contractor foresees it will be unable to broadcast the audio messages according to the INL approved broadcasting/dissemination matrixes, the contractor shall notify and provide the INL with a REVISED OR UPDATED broadcasting/dissemination matrix for approval, no less than 7 calendar days before the broadcasting dates for that month needing revisions.

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 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
• otherwise qualified and eligible to receive an award under applicable laws

IMPORTANT NOTE: In order to be eligible for award, vendors must be registered in the US Government System for Award Management (SAM). Please visit this for our QUICK GUIDE FOR CONTRACTOR REGISTRATION:

http://usaidlearninglab.org/sites/default/files/resource/files/Presentation_4_Screencast_2_Sp.pdf
(SAMS in Spanish)

http://usaidlearninglab.org/sites/default/files/resource/files/Presentation_1_Screencast_1_Sp.pdf

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 (OCT 2008) of 52.212-4 applies if the order is time-and-materials or labor-hour)	SEPT 2013
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
52.225-25	Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran – Representation and Certification (applies to acquisitions above the micropurchase threshold)	DEC 2012
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)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance (if order is for services and contractor employees are not 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 (SEPT 2013)

(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) (Pub. L. 108-77, 108-78).

(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. 253g and 10 U.S.C. 2402).

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

__ (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) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

__ (6) 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).

__ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

__ (8) 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).

__ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

__ (10) 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).

__ (11) [Reserved]

__ (12)(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).

__ (13)(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.*

__ *(14) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).*

__ *(15)(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.*

__ *(16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).*

__ *(17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).*

__ *(18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).*

__ *(19)(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.*

__ *(20) 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).*

__ *(21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).*

__ *(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).*

__ *(23) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).*

__ *(24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).*

__ *(25) 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)).*

__ *(26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).*

_**X**_ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

__ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

__ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

__ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

__ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

__ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

__ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

__ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

__ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

__ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

__ (ii) Alternate I (DEC 2007) of 52.223-16.

__ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

__ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

__ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (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 (Mar 2012) of 52.225-3.

__ (iii) Alternate II (Mar 2012) of 52.225-3.

__ (iv) Alternate III (Nov 2012) of 52.225-3.

__ (41) 52.225-5, Trade Agreements (SEPT 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

__ (42) 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).

__ (43) 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).

__ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_**X**_ (48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (49) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

__ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (52)(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:

__ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, *et seq.*).

__ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

__ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

__ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

__ (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) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (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 (JAN 2013) (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 Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

_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 Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(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 (Mar 2009) (Pub. L. 110-247). 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

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)