



*Embassy of the United States of America*

*GSO/Procurement Office*

Antiguo Cuscatlán, August 11, 2016.

To: Prospective Quoters

Subject: Request for Proposal No. S- ES60016Q0125

The Embassy of the United States of America has a requirement for a contractor to present a quotation to provide ***SCHOOL KIT FOR HEROES DE EL SALVADOR***, 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](mailto: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,

A handwritten signature in black ink, appearing to read "Scott McDow", with a long horizontal flourish extending to the right.

Scott McDow  
Contracting Officer

Enclosure:  
As Stated

**Solicitation Number S-ES60016Q0125**

The American Embassy in San Salvador invites you to submit a quotation to provide SCHOOL KIT FOR HEROES DE EL SALVADOR, as per described in Attachment A.

Submit your proposal via e-mail to Janina de Rengifo, [RengifoJM@state.gov](mailto: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](mailto:RengifoJM@state.gov)

<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 10
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1. REQUEST NO. <b>S-ES60016Q0125</b>	2. DATE ISSUED <b>07/21/2016</b>	3. REQUISITION/PURCHASE REQUEST NO. <b>PR5492780</b>	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
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5A. ISSUED BY <b>General Services Office, American Embassy San Salvador</b>	6. DELIVER BY (Date)
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5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls)		7. DELIVERY	
NAME <b>Janina M. de Rengifo <a href="mailto:RengifoJM@state.gov">RengifoJM@state.gov</a></b>	TELEPHONE NUMBER	<input checked="" type="checkbox"/> FOB DESTINATION    OTHER (See Schedule)	
	AREA CODE    NUMBER <b>2501-2462</b>		

8. TO:	9. DESTINATION
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a. NAME	b. COMPANY	a. NAME OF CONSIGNEE <b>American Embassy San Salvador</b>
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c. STREET ADDRESS	b. STREET ADDRESS <b>Final Blvd. Santa Elena, Antiguo Cuscatlan</b>
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d. CITY	e. STATE	f. ZIP CODE	c. CITY <b>La Libertad</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>Friday August 26, 2016</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
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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	SCHOOL KIT FOR HEROES DE EL SALVADOR  <b>AS PER ATTACHMENT A</b>		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			16. SIGNER			
b. STREET ADDRESS						
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 BUILD PARTNER NATION CAPACITY SERIES “HEROES DE EL SALVADOR” SCOPE OF WORK FOR BACKPACK SCHOOL KITS (MOCHILA)

#### Part 1

##### General Information

1. **GENERAL:** This is a contract to provide print products in the form of backpacks and school kits to support the Bureau of International Narcotics and Law Enforcement Affairs (INL) and the Policia Nacional 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.

1.2 BACKGROUND: This media campaign aims to change the behavior of a specific Target Audience (TA) within Salvadoran society in order to Build Partner Nation Image of the PNC. Through empirically supported techniques of persuasion, the Bureau of International Narcotics and Law Enforcement Affairs (INL) will influence the TA to increase the amount of support given by the population to the PNC. The series “Heroes de El Salvador” will showcase the Police as Heroes of El Salvador by highlighting their daily sacrifice, service, and support to the citizens of El Salvador.

“Heroes de El Salvador” is going to be directed at a Salvadoran population that, through research, has been found to be the most susceptible. The audience identified will have the greatest positive impact in favor of the Police—parents of young kids within the ages of 10 to 14 years old. Every message, image, and argument that is used will be oriented toward gaining the trust and support of the population in favor of the Police in an effort to aid their daily fight against illegal criminal activities and Violent Extreme Organizations (i.e.: MS13 and Barrio 18) in El Salvador.

The proposed media campaign was developed by Salvadoran PNC leadership. Using local ideas and reflecting local priorities, INL requests funding for the attached \$770,000 campaign, which sequences a variety of products over a 12-month period, beginning with a televised address by President Sanchez Ceren tentatively planned for August 2016. The address will be followed by TV and radio ads, successive waves of SMS and social media messaging, dissemination of PNC-branded school supplies and soccer balls to local communities. Billboards, street signs, and truck wraps will round out visibility of the campaign, providing sustained positive imaging of the PNC to balance out the negative press generated by ongoing violence.

#### **2. PERIOD OF PERFORMANCE:**

The period of performance will be a one-time service contract to produce, print, and deliver 10,000 backpacks and 10,000 school kits tentatively within 30 calendar days after the award of the contract or on a date chosen by the INL not to be before 01 August 2016, but no later than 01 September 2016.

#### **3. SCOPE-DESCRIPTION OF REQUIREMENTS AND QUANTITIES:**

3.1 BASIC REQUIREMENT: The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to produce, edit, print, manufacture, and deliver 10,000 backpacks with school stationary items included (school kits) already placed in each backpack no more than 15 calendar days after the contractor has received written approval of the prototype from an authorized INL representative.

The INL will provide examples of the print requirements for the backpacks and school kits items after the award of the contract.

3.1.1 SPECIFIC REQUIREMENT 1: The Contractor shall be able to print and manufacture 10,000 backpacks with the following requirements:

Backpack:

- a. Stitch, press, or print a 6"x6" (large) picture of "Oso" (The PNC mascot dog) on the front of the backpack.
- b. Stitch, press, or print a 2'x6' white picture or text of "#heroesSV", on the front of the backpack below "Oso".
- c. The actual backpack shall be transparent (clear) plastic. Black or blue may be substituted for a certain quantity of back packs pending approval from the INL.

**Paper insert for backpack below (10,000 inserts)**



3.1.2 SPECIFIC REQUIREMENT 2: The Contractor shall be able to print and manufacture the below mentioned items for 10,000 school kits (items "a" through "f" combined create one (1) complete school kit). Complete totals of school kits items follow each item explanation.

School Kit: (Included inside the Backpack)

- a. Two (2) notebooks that have 200 pages each. The same picture of "Oso" will be on the cover of each on top of a white background. (20,000 total)
- b. One (1) #2 lead pencil with "Héroes de El Salvador" text printed on the pencils on top of a dark colored background. (10,000 total)
- c. One (1) box of crayons or colored pencils with the same picture of Oso on the cover on top of a white background. (10,000 total)
- d. One (1) ruler, 12" in length, with a picture of "Oso" (the PNC dog) printed upon it on top of a white background. (10,000 total)
- e. One (1) standard separate eraser. (10,000 total)
- f. One (1) "Oso" T-shirt. (10,000 total)
  - i. Front: blue collar and sleeves, white shirt, large logo of "Oso," the printed text reads, "HEROES DE EL SALVADOR," then below in smaller text, "NUEVOS TIEMPOS." All text will be in the same blue as the collar and sleeve. See example below.
  - ii. Back: in the same blue, the following in large text is written: "#HeroesSV." Below that hashtag, the four icons in the same blue will be printed: YouTube, Facebook, Twitter, and Instagram. See example below.
  - iii. Sizes
    - Youth M = 3,000
    - Youth L = 3,000
    - Adult S = 2,000
    - Adult M = 1,000
    - Adult L = 1,000

**T-shirt (10,000 total) below**  
**Front** **Back**



**Ruler (10,000 total) below**



**Backpack (10,000 total) below**



**Pencils (10,000 total) below**



**Colored Pencils/Crayons Box (10,000 total) below**



3.1.3 SPECIFIC REQUIREMENT 3: Upon award of the contract, the contractor shall have 15 calendar days to produce one complete prototype; consisting of one (1) backpack, and one (1) complete school kit (complete school kit includes items "a" through "f" with appropriate quantities as listed above).

3.1.4 SPECIFIC REQUIREMENT 4: The contractor shall adhere to the specifications of the products to be created as outlined in specific requirements 1 and 2, and use only the images and prototypes approved by an authorized INL representative.

3.1.5 SPECIFIC REQUIREMENT 5: The contractor shall notify the INL via email at [SousaRE@state.gov](mailto:SousaRE@state.gov) when the prototypes are ready for review, no later than 15 calendar days after the award of the contract.

3.1.6 SPECIFIC REQUIREMENT 6: The contractor shall produce and present a receipt of approval/disapproval to the INL for the prototypes developed at the time of prototype review.

3.1.7 SPECIFIC REQUIREMENT 7: The contractor shall produce the 10,000 backpacks and school kits only after receiving written approval by an authorized INL representative.

3.1.8 SPECIFIC REQUIREMENT 8: The contractor shall incur all costs associated with producing and printing prototypes for presentation and approval.

3.1.9 SPECIFIC REQUIREMENT 9: If any changes to the prototypes/examples are required, as notified by written disapproval from the INL, the contractor shall adhere to any and all changes to the prototypes requested by the INL, and shall have another prototype/example ready for the INL's review no later than 7 calendar days after written disapproval notification.

3.1.10 SPECIFIC REQUIREMENT 10: The contractor shall not modify any of the provided designs/images for the backpacks and school kits once approved by the INL without a prior written agreement from the INL.

3.1.11 SPECIFIC REQUIREMENT 11: All logos, text, and images must provide exceptional quality and be easy to read.

3.1.12 SPECIFIC REQUIREMENT 12: The contractor shall be able to safely and securely store all 10,000 backpacks and school kits prior to delivery or according to the INL approved delivery schedule explained in Specific Requirement 14.

#### **4. DELIVERY INFORMATION**

4.1 The contractor shall allocate and provide all services and resources necessary to produce, store, and deliver 10,000 backpacks and 10,000 school kits in one shipment, WITH APPROPRIATE ITEMS AND AMOUNTS THAT MAKE A COMPLETE SCHOOL KIT AS MENTIONED ABOVE, ALREADY PLACED INSIDE THE BACKPACKS in accordance with the INL approved prototypes, to a designated location chosen by the INL (within the city limits of San Salvador, El Salvador) within 15 calendar days after INL approves the prototypes.

4.2 In the event the contractor is unable to adhere to the time line specified, the contractor shall notify the INL at [SousaRE@state.gov](mailto:SousaRE@state.gov) immediately or no less than 3 calendar days prior to the delivery date.

4.3 The INL and the INL only, reserves the right to make changes to the delivery date and may do so via written notification to the contractor.

4.4 The contractor shall assume all financial responsibility of making those deliveries and storing manufactured products in accordance with any changes made to the delivery date.

4.5 The contractor shall produce and present a receipt for goods delivered to an authorized INL representative at time of delivery.

4.6 The contractor shall understand that all 10,000 backpacks and corresponding school kits are FOB Destination.

## **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](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](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 <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 (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**

<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)