



*Embassy of the United States of America*

San Salvador, El Salvador, C.A.

August 25, 2016

Dear Prospective Offeror/Quoter:

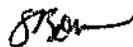
The American Embassy San Salvador, has a requirement to provide and install equipment to increase storage capacity for the hard drive of an existing server, to be donated to the host Government, per attached specifications. You are invited to submit a quotation. The Request for Quotations (RFQ) consists of the following sections:

1. Standard Form SF-18
2. Basic information and specifications.

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 September 9, 2016 at 10:00 a.m. Oral or late quotations will not be accepted.

Sincerely,

  
Scott Bowers  
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 13
1. REQUEST NO <b>S-ES600-16-Q-0133</b>	2. DATE ISSUED <b>08/25/2016</b>	3. REQUISITION PURCHASE REQUEST NO. <b>PR5396438</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)				
5B. FOR INFORMATION CALL. (Name and telephone no.) (No collect calls)			7. DELIVERY				
NAME <b>Maria Isabel Clason</b>		TELEPHONE NUMBER		FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)			
		AREA CODE	NUMBER <b>2501-2828</b>				
8. TO			9. DESTINATION				
a. NAME		b. COMPANY			a. NAME OF CONSIGNEE <b>AMERICAN EMBASSY</b>		
c. STREET ADDRESS			b. STREET ADDRESS <b>Blvd. y Urb. Santa Elena, Ant. Cuscatlan</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>September 9, 2016 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 for computer equipment, as per attached technical specifications.</b>  <b>Quotations to be delivered via email to ClasonMI@state.gov</b>  <b>Closing date: September 9, 2016 at 10:00 a.m. No late proposals will be accepted.</b>			<b>USS</b>	<b>USS</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**

## General Requirement:

The U.S. Embassy in San Salvador intends to procure computer equipment, installation and technical support services to donate to the Attorney General's Office (FGR) of the host country, for them to increase their storage capacity for the hard drive of their server that they actually own. To ensure the proper functioning and standardization in the increase of capacity; it requires the following equipment:

### I. HP DL360 Gen9 Cluster solution

The Hewlett Packard Enterprise leading server for dense general-purpose computing, the HPE ProLiant DL360 Gen9 Server delivers increased performance with the best memory and I/O expandability packed in a 1U dense rack design. Reliability, serviceability and always on availability, backed by a comprehensive warranty, make it ideal for the most space constrained server workloads.

#### Front View

1. Access Panel
2. Serial Label Pull Tab
3. HPE Universal Media Bay
4. Power On/Standby button and system power LED button
5. Health LED
6. NIC Status LED
7. USB 3.0 Connector
8. Unit Identification Button
9. SAS/SATA/SSD/NVMe Drive Bays

#### Rear view

1. PCIe 3.0 Slots 1-3 NOTE: Slot 1 and 2 Riser Ships Standard, Slot 3 Optional one FH/  $\frac{3}{4}$  length and two Low Profile slots available (shown) or two FH/  $\frac{3}{4}$  length slots.
2. HPE Flexible Slot Power Supply Bay 2
3. Power Supply 2 Status LED
4. Power Supply 2 C13 Connection
5. HPE Flexible Slot Power Supply Bay 1
6. Power Supply 1 Status LED
7. Power Supply 1 C13 Connection
8. Video Connector
9. Embedded 4x1GbE Network Adapter
10. Dedicated iLO 4 connector
11. Serial Port Connector (Optional)
12. USB 3.0 Connectors
13. Unit Identification LED (2)
14. FlexibleLOM bay (Optional)

## Technical specifications

- Type: Server rack Mountable Xeon ES-2640V3 2.8 GHZ
- Height(rack units) 2 U
- Server Scalability 2-way
- Processor 2 x Intel Xeon ES-2640V3 2.8 GHZ (3.4 GHz)(8-core)
- Cache memory 20MB L3 cache
- Cache per processor 20 MB
- Ram 64GB(installed)/ 384GB (max)- DDR4 SDRAM – 1866 Mhz
- Storage Controller RAID (SATA 6Gb/s-SAS 12Gb/s)
- Server storage bays Hot-swap 2.5"
- Hard drive 21.6TB RAW (24x HP900GB 12G 10k rpm HPL SAS SFF)
- Graphics controller Matrox G200eH2
- Networking 8x 1GigE
- Power AC 120/230 V
- Power redundancy 2 x 800W Power Supply HotSwap
- Dimensions (WxDxH) 17.5inx26.7inx3.4in
- Weight 32.54 lbs
- Manufacturer warranty 24x7 3 years warranty on site

### II. Software

- VMware vSphere Essentials plus Kit 6 Processor 1yr E-LTU
- SQLSvrEntCore 2014 OLP 2Lic NL Gov CoreLic Qlfd

### III. Hard drives

- 10 units HPE Enterprise – Hard drive – 300GB-hot swap- 2.5" SSF- SAS 6Gb/s - 15000rpm –with HP Smart Drive carrier

### IV. RAM

- 12 units HP 8GB (1x8GB)Dual Rank x4 PC3L-10600R (DDR3-1333) Registered CAS-9 LHP 8GB Dual Rank x4 PC3L-10600R(DDR3-1333) Registered CAS-9 LV

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The vendor should provide technical support and equipment installation

Furthermore, we are requesting the HP brand, so there is compatibility with the actual server.

This upgrade will increase the capacity of the UIF to storage documents and reports that they receive from legally bound reporting parties regarding financial transactions. But if we could find another brand that will meet all the specification and the vendor could assure the compatibility with actual server, we could have another brand.

Note for U.S. vendors:

Please include in the quote the probable shipping expenses to return to the vendor any computer that may not be working well at the final delivery.

U.S. Vendors must provide a shipping open account number to the US Embassy in San Salvador with any shipping/cargo company as proof of compliance with requirement above, So that the US Embassy in San Salvador may use that account to ship each item back to the U.S.

Also please assure all software is provided in Spanish, since these computers will be donated to the host government Attorney General's Office.

Closing date: On or before September 9, 2016 at 10:00 a.m. No late proposals will be accepted.

Quotations are to be delivered at via email to: [ClasonMI@state.gov](mailto:ClasonMI@state.gov)

Delivery address: The Equipment will be installed at Attorney General's Financial Investigation Unit (UIF) at 79 Avenida Sur, Urbanización la Mascota #559, colonia San Benito. This will also be the place where the technical support will be provided

Payment Terms: Net 30 days after goods are received.

**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://photos.state.gov/libraries/elsavador/892757/MICLASON/Quick Guide for Contract Registrations.pdf](http://photos.state.gov/libraries/elsavador/892757/MICLASON/Quick%20Guide%20for%20Contract%20Registrations.pdf)

***If you are not registered in SAM, you will not be eligible for award.***

**Evaluation Factors:**

Award will be made to the lowest priced, acceptable, responsible quoter.

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 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**

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
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 1 (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:*

**[Contracting Officer: check as appropriate]**

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate 1 (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:

[*Contracting Officer check as appropriate.*]

- \_\_\_ (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/ris/rpt/c21664.htm> .

(End of clause)