



Embassy of the United States of America

GSO/Procurement Office

Antiguo Cuscatlán, January 11, 2016.

To: Prospective Quoters

Subject: Request for Proposal No. S- ES60016Q0037

The Embassy of the United States of America has a requirement for a contractor to present a quotation to provide ***KITCHEN UTENSILS AND OTHER ITEMS***, 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 Monday January 25, 2016. No oral quotations will be accepted.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Bowers".

Scott Bowers
Contracting Officer

Enclosure:

As Stated

Solicitation Number S-ES60016Q0037

The American Embassy in San Salvador invites you to submit a quotation to provide KITCHEN UTENSILS AND OTHER ITEMS, 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 Monday January 25, 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

REQUEST FOR QUOTATIONS
(THIS IS NOT AN ORDER)

THIS RFQ IS IS NOT A SMALL BUSINESS-
SMALL PURCHASE SET-ASIDE (52.219-4)

PAGE	OF	PAGES
1	1	14

1. REQUEST NO. S-ES60016Q0038	2. DATE ISSUED 01/11/2016	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
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5A. ISSUED BY General Services Office, American Embassy San Salvador	6. DELIVER BY (Date)
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5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls)		7. DELIVERY	
NAME Janina M. de Rengifo <u>RengifoJM@state.gov</u>		<input checked="" type="checkbox"/> FOB DESTINATION OTHER (See Schedule)	
TELEPHONE NUMBER			
AREA CODE	NUMBER		
	2501-2462		

8. TO:	9. DESTINATION
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a. NAME	b. COMPANY	a. NAME OF CONSIGNE
		American Embassy San Salvador

c. STREET ADDRESS	b. STREET ADDRESS
	Final Blvd. Santa Elena, Antigua Cuscatlan

d. CITY	e. STATE	f. ZIP CODE	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) Wednesday January 15, 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
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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	HOUSEHOLD UTENSILS AND OTHER ITEMS 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 %
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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

HOUSEHOLD UTENSILS AND OTHER ITEMS

	DESCRIPTION	QTY
1	Glass Baking Dish Set of 2 , 13"x9" and 11"x7", made of a durable, high temperature material, good to use in the refrigerator, freezer, oven, microwave, dishwasher and on the table	30
2	Clear glass Sugar & Creamer Set , designed in Italy, dishwasher safe, made from lead-free material; capacity: 8 oz creamer and ½ cup sugar	30
3	Paper Towel Holder , super strong, to hold one roll of paper towels (all sizes of paper towel rolls) on counter top, made of durable metal and chrome finish wire, 6" W x 13" H x 5.75" D	30
4	Kitchen wastebasket with lid , with mechanism to let lid stay open without holding the pedal down for foot-free operation or swing closed like traditional step cans, to fit in narrow spaces. Durable construction that cleans easily, 13-gallon, Metal-Accent Black	30
5	Cutting Board Set (2 pieces) , No chemical additives - no triclosan - bpa free - no antifungals - no antibacterials - dishwasher safe - odor resistant - heat resistant - will not crack or warp - gentle on knives - juice collection groove - nonporous - non slip double sided surface - fda approved materials - food grade pp & tpr - designer style and color - white w black ends. Large 14" x 10" and Small 11.1" x 7.7".	30
6	Knife Set with block 16 piece , forged knives with precision sharpening, full metal tang to provide added, strength, balance and control. Professional stainless steel blades with stainless steel and polymer handles.	30
7	Kitchen Utensils Set, 7pieces , Soft-grip nonslip ergonomic handles, tools designed to lie flat on the countertop, nylon heads on tools should be heat resistant up to 400-Degree Fahrenheit and should be safe for nonstick cookware. Dishwasher safe.	30
8	Measuring Cups , 1, 1/2, 1/3 And 1/4-cup sizes on a storage ring; plastic with soft-grip thumb rest; dishwasher safe	30
9	Measuring Spoons , 1, 1/2, 1/4, 1/8 Teaspoon and 1, 1/2 tablespoon sizes with storage ring; plastic with soft-grip thumb rest; dishwasher safe	30
10	Peeler , Soft-grip handles with stainless steel, nylon tools are safe for nonstick cookware and heat resistant to 425-Degree Fahrenheit. Dishwasher safe. 1 x 9.5 x 3".	30
11	Silicone Kitchen Tongs 12inch , Heavy-gauge stainless steel construction, soft-grip handles, locking pull tabs for easy storage, silicone-tipped tongs should be heat resistant up to 425-Degree Fahrenheit and should be good for nonstick cookware. Dishwasher safe	30
12	Silicone Spatula , soft-grip handles with stainless steel, nylon tools safe for nonstick cookware and heat resistant to 425-Degree Fahrenheit. Dishwasher safe. 1.2 x 12.5 x 3".	30
13	Cookie Sheet , Premium non-stick finish, dishwasher and metal spatula safe, durable and long lasting, constructed with 0.5 gauge steel, backed by full lifetime warranty. 0.94 inches x 19.08 inches x 12.11 inches	30
14	Grater , 4 Sides to slice, grate or shred foods, made from stainless steel, black plastic Handle. 3.5 x 10 x 4.5 inches ; 8.8 ounces	30

15	Butter Dish , dishwasher safe, cover makes an easy fit, easy to clean, smooth glass finish, classic look. 7.2 x 3 x 2.5 inches	30
16	Iron , 1600 Watts of Power, Anti-Drip System, 3 Way Auto Off, self clean system to flush out loose mineral deposits to ensure optimal performance. With an integrated anti-calc system for extended life; thumb rest-for comfortable and easier handling. Ergonomic handle, stainless steel soleplate with excellent non-stick and scratch resistant properties. Microsteam 300 holes for perfect steam distribution. 7 foot electrical cord -with 360 degree pivot.	30
17	Mitten Set of 2 , Color red, excellent quality	25
18	Water Pitcher 2lts , hermetic lid, no spill, glass jug, ribbed texture and indented handle; dishwasher safe and shock resistant; lifetime guarantee	40
19	Comforter Queen , Silky soft alternative comforter to provide medium warmth for year-round comfort, box-stitching design to avoid any shifting in your comforter, 86" x 86" inch - Machine washable, 100-Percent Hypo-allergenic, Allergy Free Poly Fiber, Care Instruction: Machine wash gentle cycle with cold water. (Sun dry or low tumble dry)	100
20	Comforter Twin , Silky soft alternative comforter to provide medium warmth for year-round comfort, box-stitching design to avoid any shifting in your comforter, 64-inch by 88-inch- Machine washable, 100-Percent Hypo-allergenic, Allergy Free Poly Fiber, Care Instruction: Machine wash gentle cycle with cold water. (Sun dry or low tumble dry)	100
21	Queen Size Premium Hypoallergenic Waterproof Mattress Protector , Protects Against Dust Mites, Fluids, Urine, Perspiration, Allergens And Bacteria (10-Year Warranty); Hypoallergenic Cotton Terry Surface With Membrane Back Coating (Waterproof, Noiseless and Breathable); Great For Those With Kids, Pets, Allergies, Asthma, Eczema Or Incontinence. Will Not Change The Feel of Your Mattress (Registered With The FDA As A Class 1 Medical Device)	100
22	Twin Size Premium Hypoallergenic Waterproof Mattress Protector , Protects Against Dust Mites, Fluids, Urine, Perspiration, Allergens And Bacteria (10-Year Warranty); Hypoallergenic Cotton Terry Surface With Membrane Back Coating (Waterproof, Noiseless and Breathable); Great For Those With Kids, Pets, Allergies, Asthma, Eczema Or Incontinence. Will Not Change The Feel of Your Mattress (Registered With The FDA As A Class 1 Medical Device)	100

Delivery Address for local vendors:

American Embassy San Salvador
 Final Blvd. Santa Elena, Avenida Conchagua
 Antiguo Cuscatlan, La Libertad, El Salvador, C.A.

Delivery Address for foreign vendors:

Goldbelt Specialty Services.
 11380 NW 34th. Street
 Doral, FL 33178 USA

Delivery Time: 30 days after receipt of Purchase Order.

Payment: Net-30 days after receiving order at delivery address

EVALUATION CRITERIA

Award will be made to the lowest priced and excellent quality, 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://photos.state.gov/libraries/elsavador/892757/MICLASON/Quick_Guide_for_Contract_Registrations.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 U.S.C. 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)