

# Embassy of the United States of America in Guatemala-INL

## Scope of Work

1. **PROJECT TITLE:** Computer Equipment

2. **EQUIPMENT TECHNICAL SPECIFICATIONS AND DELIVERABLES:**

### 2.1 **SERVERS**

**Quantity: 03 Units**

- Microprocessor double Xeon type E5-2480 of 2.2ghz
- 16Gb of RAM RDIMM type of 8gb x 2
- Windows 2008 Operative System Server R2 sp1 Standard edition for 64bits, with 5 user licenses included, kit media and license.
- Formatted drives with the most possible partition division (80 GB minimum.)
- Raid 10 for inclusion of 4hd
- 2 TB hard drives in 4 HD of 500gb type SATA of 7.2k rpm with minimum transference of 3Gbps
- Access controller and remote correction hardware IDRAC type, similar o compatible.
- 2 Ethernet network cards 10/100/1000 installed or included in the motherboard, rj45
- Double power source of 550w or above for 110v to 60hz, AC cables included
- Installation rails for the rack cabinet
- 1 CD ROM unit DC/DVD+/-RW
- System documentation
- 23" LED monitor with VGA/DVI entries or improved entries
- 1 Mouse of 2 buttons + scroll
- 1 keyboard, same brand as the Monitor
- 4 to 6 USB ports 1.1,2.0 compatibles

**Same or equal to: DELL PowerEdge R420**

### 2.2 **SWITCH**

**Quantity: 01 Unit**

- Switch Layer 3 1x 24 ports, ports 10/100/1000
- 2 ports (minimum) Ethernet combo / fiber optic
- Support to 802.1q (Vlan), 802.1q (priorities or CoS), 802.1D ( Spanning Tree), 802.1w (Rapid or fast Spanning Tree), Tagged, QoS, double tagged, LAg, with support for static routes at minimum.

- DHCP function server
- POE (power over Ethernet) support, 15 watts of support by each port.
- MDI/MDIX automatic recognition
- Automatic speed negotiation, duplex mode and information flow control
- Port Mirroring
- DoS prevent
- Stackable
- Redundant power source fixed to 1+1
- Memory capacity for 8000 MAC Address

**Same or equal to: DELL switch N3024**

### **2.3      DESKTOP COMPUTERS**

**Quantity: 07 Units**

**Compatible with Windows, Windows 7, Windows 8 and 8.1, with the following configuration:**

- Intel Core Processor I5 3470 quad core 32ghz or above, must include heat sink and/or dedicated fan
- 1 4GB DDR3 non-ECC SDRAM, 800mhz or above – format of 1 or 2 dimm
- 1 HD 500GB SATA, with transference of 6.0 Gb/s and 16 MB Data Burst Cache, equivalent or above
- 1 speed Video card NVidia GeForce 9300GE, Ati Radeon HD, Intel, equivalent or above with capacity for 2 monitor connection, 2<sup>nd</sup> monitor HDMI type or for it to allow to have a video card in the same PC to have this capability
- Video card with HDMI output, if the previous video card does not have this port.
- 24" LCD Monitor UltraSharp, equivalent or above, with adjustable input base, VGA/DVI, equivalent or superior, data cable connection and/or cables included, rotative adjustable base.
- 1 NIC 100/1000 rj45 port, integrated, autosense, auto negotiation, fully configurable, with remote activation.
- 6 USB 2.0 compatible ports with 1.1 minimum.
- 1 CDRW/DVD Combo 48x/32x or superior, with recording software (Roxio Creator type, Nero, equivalent or above) and video reproduction software, DVD, VCD, etc., "liberado de zonas".
- 1 Integrated sound card, sound edition software included, with input and output ports for microphone, headsets, external speakers, and aux.
- 1 power source of 220watts, 110/220 autosense, with active corrector of power factor, equivalent or above.
- 1 Windows 8.1 original with installation of media.
- 1 Microsoft Office Professional ed. 2010 in Spanish or above.

- 1 Set of CD or DVDs with the drivers content of the equipment for Windows and other for Software and useful diagnostics for the proper maintenance of the system.
- 1 Black keyboard (Spanish), black mouse with scroll.
- 1 Case desktop with intrusion control, key and anchor point, 1 to 2 internal fans for the hot air extraction, internal speaker connected to the output of system sound or speakers.

**Same or equal to: DELL OptiPlex 7010**

## **2.4 ARRAYS**

**Quantity: 02 Units**

**External hard drive arrangements with the following configuration:**

- Double power source of 110/220v a 60hz
- 2 Servers connectivity
- Stack creation ports
- 24 hard drives of 1tb nls SAS of 7.2k rpm
- One (1) PCIe controller included
- SAS connectivity cable of 6gb 10 feet included
- Cables ac included

**Same or equal to: DELL MD1220**

## **2.5 UPS**

**Quantity: 01 Unit**

- UPS and Electrical power unit protector, On-line interactive of 3000va and a minimum of 2100va available for protection.
- Input current: 120v 50/60hz with corrector factor of +-3% autosense
- Double convertor
- Spike type NEMA 5-15P, cable of 1.5mts or longer
- Corrector of energy input variations between ranges of 90v to 140v
- Output 120v 60hz
- Output connections: at least 6 NEMA 5-15R with backup
- Battery charging from 0, in a maximum of 3hrs
- Internal Batteries: lead, sealed, based on suspend electrolyte, leak- proof box.
- Electrical power supply: 110/200 a 60 Hz autosense.

**Same or equal to: APC Smart UPS RT 3000va**

## **2.6 UPS**

**Quantity: 07 Units**

- UPS and Electrical power unit protector, On-line interactive of 700va and a minimum of 410va available for protection.
- Input current: 120v 50/60hz with corrector factor of +-3% autosense
- Spike type: NEMA 5-15P, cable of 1.5mts or longer
- Corrector of energy variations between ranges of 90v to 140v
- Output: 120v 60hz
- Output connections: 4 NEMA 5-15R with backup, 3 NEMA 5-15R with protection
- Activation time, less than 4 milliseconds
- Battery charging from 0, in a maximum of 10hrs
- Internal Batteries: lead, sealed, based on suspended electrolyte, leak proof box.
- Electrical Power supply: 110/200 to 60 Hz autosense.
- Time lapse: half charge (200watts) 13 minutes minimum, in full charge (400watts) 5 minutes minimum.
- Overload energy protection for 510 joules minimum.
- Without minimum charge monitoring in order to ensure performance
- Monitoring and administration: USB interface, administration software Windows/RHEL; contingency loud alarm, leds in panel for status verification: on/off, external energy, battery, charge, overcharge, remaining energy previous automatic local turn off.

Same or equal to: APC Back-UPS LS 700 BP700UC

## **2.7 EXTERNAL HARD DRIVE**

**Quantity: 03 Units**

**Rigid portable hard drives:**

- Capacity: 1 TB (terabyte)
- Slim format, color black or blue
- USB connectivity
- Compatible with Windows XP/Vista/7/8/2k/2003/Linux/Unix
- Energy charge by USB port.

**Same or equal to: Samsung S2 Portable 1TB**

## **2.8 USB MEMORIES**

**Quantity: 05 Units**

- 32gb capacity
- Transference speed of 10mb/s or above
- Compact format
- compatible with USB 2.0 and 1.1

Same or equal to: Kingston Data traveler

## **2.9 NOTEBOOK COMPUTERS**

**Quantity: 02 Units**

- 1 Intel core processor I3 o above
- 4 GB of RAM DDR2 memory, minimum
- 1 HD 320GB 5400rpm SATA, equivalent or above
- 1 case, black or dark gray
- Integrated video card of 128MB NVIDIA GeForce 8400M GS o Intel HD graphics 4400 or above
- 4 USB ports, version 2.0, compatibles with 1.1 or above
- 1 LCD monitor active matrix Glossy type, widescreen 15.4" or bigger, with average resolution of 1280x800 or above, touch type.
- 1 output port for the external monitor, VGA of 15 pins in two rows, preferable with output for video HDMI (desired but not mandatory).
- 1 Integrated digital camera of 2.0mp, equivalent or above with microphone.
- CD/DVD writer (DVD+/-RW) + recording software of CD/DVD, equivalent or above
- 1 Integrated keyboard in Spanish
- Touchpad with scroll area and two buttons
- 1 High definition sound card with input/output for headphones, speakers and microphone
- 1 Network card 10/100/1000 with connection rj45
- 1 Wireless network integrated card 802.11 a/b/g/n
- Bluetooth integrated card version 2.0 or above
- 1 Genuine Windows 8
- 1 Microsoft office 2010 or above
- Lithium ion Battery of 4 to9 cells for continuous work of 5 hours minimum
- 1 Adaptor for electricity, 110 to 60hz, including cables for connection NEMA 5-15P
- 1 carrying suitcase
- 1 set of originals CDs, Restore system, drivers, manuals, Windows 8, Microsoft Office 2010, recording software of CD/DVD for backup/contingency re-installing.

**Same or equal to: DELL Inspiron 15 (touch)**

## **2.10 CABINET OF 42U FOR SERVERS AND COMMUNICATION EQUIPMENT**

**Quantity: 01 Unit**

- 42 U of useful space
- 2pdu with all the electric connection cables
- Switch KVM of eight (8) ports with the cables to be connected to each port, with LCD monitor of 15" or bigger, keyboard of 101 keys, trackball, ergo track, mouse or similar
- Hot air extractor of 3 to 5 vents or bigger
- Doors and panels at the sides, removable
- Back doors of two sheets
- Rhodes, brakes and anchoring
- Power source to 110/220v – 60 hz

**Same or equal to: Dell PowerEdge 4210**

## **2.11 COMPUTER SOFTWARE – FIREWALL**

**Quantity: 02 Units**

- Two Firewall that are router and VPN
- LAN Ethernet ports: 8 ports 10/100 auto sensing, auto uplink, rj45 format, 7 ports dedicated to the regulated area, 1 for DMZ area
- 1 port 10/100/1000 from the segment of the regulated area
- Ethernet ports WAN: two(2) 10/100 auto sensing, auto uplink, rj45 format, configurable for two internet access points, independent, fail-over, load-balancing.
- Security options: SPI Firewall ( Stateful Packet Inspection,)
- Safe connectivity trough 200 tunnels VPN with IKE-SA support, PSK keys and RSA/DSA signatures, among others
- IPSEC security support having 56-bits(Des), 168-bits(3DES), 256-bits(AES) as encryption algorithms, MD5 and SHA-1 as dispersion algorithms (hashing), additional support for AH/AH-ESP, PKI options with support to certifications X.509 v3; remote access modes via VPN as client-site and site to site and IPsec NAT traversal or pass-through
- The NAT must support in a configured way access one-one, one-many, many-many.
- Support for classic route (conventional way) unrestricted number or users by port.
- Assignment of IP address in static and dynamic way (DHCP based)
- Performance: throughput average of 90Mbps WAN to LAN and an average of 100Mbps over 3DES. Support for more than 250 users.
- Administration: Support for SNMP, telnet, WGUI (Web Graphic User Interface), SSL, with integrated protection of password and user, with IP and password validation option.
- Update through files upload: update from the support site of the equipment vendor, access for downloading unlimited upgrades and updates in time and quantity.

- Protocols: LAN: IP routing, TCP/IP, UDP, ICMP, PPOE.
- Acquisition and assignment of address via DHCP (server and client)
- Routing: RIP v1 and v2, ( static and dynamic routing)
- VPN Security: IPsec (ESP, AH), MD5, SHA-1, DES, 3DES, IKE,PKI, AES.
- Operating System: Free upgrade from the vendor site, backup options, statistics and reports, reports, statistics and log files
- Minimum warranty 3 years.

The equipment must include the standard/conventional power source cable, Lan cables, CD with software and/or manuals of the equipment. The equipment will be installed by the MP unit personnel, which at no point will jeopardize the warranty.

**Same or equal to: NETGEAR FVX538 or above.**

### **3. DELIVERY TERMS:**

#### **3.1 US Contractors:**

FOB Destination. Any lost or damaged equipment during shipment shall be replaced by the contractor upon notification of the INL Guatemala-GSO-Procurement Section. All items shall be delivered to:

CRP

JIT WAREHOUSE  
 11380 NW 34th. Street  
 Doral, Florida 33178  
 Phone (305) 477-4140  
 POC: Lizette Menendez

The items being acquired will be donated to the government of the ultimate destination Guatemala. The contractor shall ensure that all items are prepared for safe shipment and include all necessary export approvals, licenses and paperwork. Price must include delivery to the above-mentioned address and compliance with all applicable export-licensing requirements. If an export license is required, the items shall not be shipped until the export license is received /approved. A copy of the export license shall be provided to the delivery location stated above.

Any lost or damaged equipment during delivery shall be replaced by the contractor upon notification of the INL Guatemala-GSO-Procurement Section.

#### **3.2 Domestic Contractors:**

All items shall be delivered to:

PUBLIC MINISTRY-SOTANO 1  
ZONA 1  
SISTEMA DE PROTECCION INFANTIL DE LA FISCALIA  
CONTRA LA TRATA DE PERSONAS  
POC: Lic. Aristeo Sánchez

Any lost or damaged equipment during delivery shall be replaced by the contractor upon notification of the INL Guatemala-GSO-Procurement Section.

**4. PACKING AND MARKING (For US Contractors)::**

Each box, carton, and package shall be marked as follows:

US EMBASSY GUATEMALA-INL  
C/O JIT WAREHOUSE  
GUA- ORDER NO. SGT50014M0228  
Guatemala City, Guatemala  
Box # \_\_\_ of \_\_\_\_

Improperly marked shipments may be rejected by the Government. The contractor shall be solely responsible for all costs associated with said deliveries and any required deliveries. One copy of the packing list and commercial invoice must accompany the shipment, attached to the outside of the "lead" or number one box/carton/package, or individually attached to the outside of each box/carton/package. The contractor shall e-mail a copy of the commercial invoice and packing list to Mrs. Valerie M. Valdez (ValdezVm@state.gov) to provide advance information for Custom Clearance purposes.

This order is ultimately intended for an overseas destination. If the shipment will involve wood packing material, then the packing and palletizing must conform to the standards in the International Standards for Phytosanitary Measures Publication No. 15: "Guidelines for Regulating Wood Packaging Material in International Trade" (ISPM 15) and have the appropriate markings indicating that the materials meet this standard. Any deliveries arriving at our indicated domestic delivery address that do not meet these standards will be rejected and must be corrected at the contractor's expense. If you have any question regarding this requirement please contact Mrs. Valerie M. Valdez.

The contractor shall provide an electronic MSDS for all hazardous materials shipped.

## **5. EXPORT RESTRICTIONS (For US Contractors):**

The contractor shall comply with all U.S. Export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract.

In the absence of available license exemption/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for export of hardware, technical data, and software, or for the provision of technical assistance.

The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this order, including instances where the work is to be performed in the US where the foreign person will have access to export-controlled technical data or software.

The contractor shall be responsible for all regulatory recordkeeping requirements associated with the use of licenses and license exemptions/exceptions.

The contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

Nothing in the terms of this order adds changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations.

## **6. INVOICING AND PAYMENT TERMS**

### **6.1 US Contractors:**

**General.** The Government shall pay the contractor as full compensation for all supplies and services required, delivered, and accepted under the Purchase/Delivery Order the Firm Fixed-Price stated in the Order.

**Invoice Submission.** The contractor shall submit invoices in an original and one copy to Mrs. Valerie M. Valdez (ValdezVm@state.gov). To constitute a proper invoice, the invoice shall include all the items required by FAR 52.212-4(g).

Payment Net 30 days upon receipt supplies required within the Scope of Work.

## **6.2 Domestic Contractors:**

**General.** The Government shall pay the contractor as full compensation for all supplies and services required, delivered, and accepted under the Purchase/Delivery Order the Firm Fixed-Price stated in the Order.

**Invoice Submission.** The contractor shall submit invoices in an original to Avenida Reforma 7-01, Zona 10, Attn. Financial Management Office (FMO). To constitute a proper invoice, the invoice shall include all the items required by FAR 52.212-4(g).

Invoice must be issued in Quetzales, VAT Included, Net 30 days upon receipt supplies required within the Scope of Work.

## **7. QUOTATION SUBMISSION:**

### **7.1 US Contractors:**

Quotations must be submitted via e-mail to [ValdezVm@state.gov](mailto:ValdezVm@state.gov) no later than 17:00 hrs. local time on **July 06, 2015.**

Quotation must include:

- GSA schedule contract number and special item number(s). If the proposed item is not easily located on GSA Advantage with the information provided below, the vendor must provide evidence that proposed item is on vendor's approved GSA pricelist
- Firm-fixed prices on a unit and extended basis
- Technical specifications and product data to verify the quoted product meets the required specifications
- Name of manufacturer and model number of the quoted product
- Warranty information
- Proposed delivery time

### **7.2 Domestic Contractors:**

Quotations must be submitted via e-mail to [ValdezVM@state.gov](mailto:ValdezVM@state.gov) no later than 17:00 hrs. local time on **July 06, 2015.**

Quotation must include:

- Firm-fixed prices on a unit and extended basis

- Technical specifications and product data to verify the quoted product meets the required specifications
- Name of manufacturer and model number of the quoted product
- Warranty information
- Proposed delivery time
- VAT must be included in price

**8. EVALUATION CRITERIA:**

Award will be made to the lowest price-technically acceptable vendor submitting a quotation conforming to all requirements stated in this RFQ.

The Government reserves the right to reject a quotation that is technically unacceptable or unreasonably low or high in price. The quote must be able to demonstrate that it has the necessary resources to provide on-time delivery and high level of quality.

The Government reserves the right to reject quotations submitted without the documentation required of this RFQ.

**FAR 52.211-6 Brand Name or Equal (AUG 1999)**

- (a) If an item in this solicitation is identified as “brand name or equal,” the purchase description reflects the characteristics and level of quality that will satisfy the Government’s needs. The salient physical, functional, or performance characteristics that “equal” products must meet are specified in the solicitation.
- (b) To be considered for award, offers of “equal” products, including “equal” products of the brand name manufacturer, must—
  - (1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;
  - (2) Clearly identify the item by—
    - (i) Brand name, if any; and
    - (ii) Make or model number;
  - (3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and
  - (4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.
- (c) The Contracting Officer will evaluate “equal” products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.
- (d) Unless the offeror clearly indicates in its offer that the product being offered is an “equal” product, the offeror shall provide the brand name product referenced in the solicitation.

**CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS AWARDED BY  
OVERSEAS CONTRACTING ACTIVITIES  
(Current thru FAC 2005-55)**

**COMMERCIAL ITEMS**

**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)	Feb 2012
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 micro purchase threshold)	NOV 2011
52.227-19	Commercial Computer Software License (if order is for software)	DEC 2007
52.228-3	Workers’ Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance)	APR 1984
52.228-4	Workers’ Compensation and War-Hazard Insurance (if order is for services and contractor employees are not covered by Defense Base Act insurance)	APR 1984

The following clause is provided in full text:

52.212-5 Contract Terms and Conditions Required to Implement Statutes or

Executive Orders -- Commercial Items (MAY 2012)

(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)).  
(applies for all orders)

\_\_\_\_ 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).

(Alternate I (AUG 2007)

(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:

	Clause Number and Title
	(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 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) [Reserved].
	(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (FEB 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note). (in all solicitations and contracts of \$25,000 or more)
	(5) [Reserved].
	(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (if contract value exceeds \$30,000)
	(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility

	Matters (FEB 2012) (41 U.S.C. 2313). (contract value exceed \$500,000 and offeror's total federal contracts value are over \$10,000,000)
	(8) – (26) [Reserved].
	(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 Veterans (SEP 2010) (38 U.S.C. 4212).
	(33) – (37) [Reserved].
√	(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (AUG 2011) (E.O. 13513).
	(39) – (40) [Reserved].
	(41) 52.225-5, Trade Agreements (MAY 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
	(42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury
	(43) – (46) [Reserved].
	(47) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

	(48) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332
	(49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
	(50) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
	(51)(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 items, 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:

	Clause Number and Title
	(1) – (6) [Reserved].
	(7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Public Law 110-247).
	(8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 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) [This paragraph applies only if award is made to a U.S. firm, except for item (vii) which applies to all orders.] 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 (JAN 2011) (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) [Reserved]

(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) [Reserved].

(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) – (xii) [Reserved].

(xiii) 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.

(xiv) 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.

**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
652.242-71	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> .

652.209-79 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Criminal Conviction under any Federal Law. (DEVIATION)

The contracting officer shall include the attached provision in all solicitations:

**REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR  
A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW**

**(DEVIATION PIB 2014-21) (SEPTEMBER 2014)**

(a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or

(2) Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

For the purposes of section 7073, it is the Department of State's policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror represents that—

(1) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(2) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**52.209-79 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Criminal Conviction under any Federal Law. (DEVIATION)**

The contracting officer shall include the attached provision in all solicitations:

**REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW (DEVIATION PIB 2014-21) (SEPTEMBER 2014)**

(a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1) Was convicted of a felony criminal violation under any Federal law within the

preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or

(2) Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

For the purposes of section 7073, it is the Department of State's policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror represents that—

(1) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(2) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)