



**United States Department of State**

*Washington, D.C. 20520*

Lima, August 10, 2015

Subject: RFQ for PR4573420

Dear Prospective Quoter:

The American Embassy, Lima, Peru, has a requirement for a contractor to provide **Mini Tower Workstations, Dual Monitors Bundle and Software for INL**. 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, specifications and technical qualifications.
3. Instructions (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 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 **August 25, 2015**. Oral quotations will not be accepted.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew Meadows", written over a horizontal line.

Matthew Meadows  
Contracting Officer

Enclosure:

As Stated.

<b>REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)</b>		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE OF 1	PAGES 1
1. REQUEST NO.	2. DATE ISSUED 08/10/2015	3. REQUISITION/PURCHASE REQUEST NO. PR4573420	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING	
5a. ISSUED BY GSO Procurement Unit			6. DELIVER BY (Date) 08/25/2015		
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY		
NAME		TELEPHONE NUMBER		<input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)	
Angie Chávez		AREA CODE 511	NUMBER 618-2190	9. DESTINATION	
8. TO:			a. NAME OF CONSIGNEE		
a. NAME			b. STREET ADDRESS		
b. COMPANY			Embajada de los Estados Unidos America		
c. STREET ADDRESS			c. CITY		
d. CITY			e. STATE	f. ZIP CODE	d. STATE e. ZIP CODE
					Lima 33
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date)		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 service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.			
08/25/2015					
<b>11. SCHEDULE (Include applicable Federal, State and local taxes)</b>					
ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	CPU workstations-hardware and software for INL  Mini tower workstation: 4th Gen Intel Core i7-4790 Procesor, 8 MB (see description attached ) Dual Monitor Bundle (see description attached )	25	EA		0.00
		25	EA		0.00
					0.00
					0.00
					0.00
					0.00
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS
					NUMBER PERCENTAGE
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> 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			c. TITLE (Type or print)		AREA CODE
e. STATE f. ZIP CODE					NUMBER

## BASIC INFORMATION, SPECIFICATIONS AND TECHNICAL QUALIFICATIONS

Catalog Number / Description	Product Code	Qty	SKU	Id
<b>Processor:</b>				
4th Gen Intel® Core™ i7-4790 Processor (Quad Core HT 3.60GHz, 4.0Ghz Turbo, 8MB, w/HD Graphics 4600)	I74790	1	[338-BFEF]	146
<b>Operating System:</b>				
Windows 7 Professional English64bit (Includes Windows 8.1 Pro license)	DW17P6E	1	[536-BBBL]	11
<b>Productivity Software:</b>				
Microsoft® Office Home and Business 2013, English, French and Spanish	13HB	1	[630-AABE]	22
			[421-9982][422- 0008][640- BBES][640-	
<b>Non-Microsoft Application Software:</b>				
Dell Applications for Windows 8 Downgrade	APW8DG	1	BBEW][640- BBHR][640- BBHS][658- BBIH][658- BBNH]	1003
<b>Graphic Cards:</b>				
NVIDIA® Quadro® NVS 310 512 MB (2 DP) (2 DP-DVI adapters)	NVS310	1	[490-BBEZ]	6
<b>Chassis Options:</b>				
Dell Precision T1700 MT Up to 90% Efficient 365W TPM Chassis (Thunderbolt Ready)	ESMTT	1	[321-BBPC]	116
<b>Additional Hard Drive:</b>				
Energy Star	ESTAR6	1	[387-BBGS]	122
<b>Power Cords:</b>				
US Power Cord	PCUS	1	[450-AAFS]	20
<b>Low Power Mode:</b>				
1 Watt Ready Low Power Mode	1WBIOS	1	[340-ABMZ]	38
<b>Memory:</b>				
8GB (2x4GB) 1600MHz DDR3 Non-ECC	8GB2	1	[370-AADG]	3
<b>HDD Controller:</b>				
Integrated Intel SATA Controller	HDCTRL	1	[403-BBCE]	9
<b>Hard Drive Configuration:</b>				
C3 SATA / SSD 2.5inch, 1-2 Hard Drives	MTC3	1	[449-BBBD]	276
<b>Hard Drive RAID:</b>				
RAID 1	RAID1	1	[780-BBCC]	1009
<b>Boot Hard Drive:</b>				
500GB 2.5inch Serial ATA (7200 Rpm) Hard Drive	500G72	1	[400-AALD]	8
<b>2nd Hard Drive:</b>				
500GB 2.5inch Serial ATA (7200 Rpm) Hard Drive	500S32	1	[401-AAAZ]	637
<b>3rd Hard Drive:</b>				
No Additional Hard Drive	NOHDD	1	[401-AADF]	54

<b>4th Hard Drive:</b> No Additional Hard Drive	NOHDD	1	[401-AADF]	51
<b>Storage Volume:</b> No Raid Configuration over 2TB	NOGPT	1	[411-XXYD]	387
<b>Hard Drive Software:</b> No Intel Technology enabled	NOIPF	1	[409-BBCF]	707
<b>Optical Drive:</b> 16x DVD+/-RW Drive	DRWHH	1	[429-AACG]	16
<b>Optical Software:</b> PowerDVD Software not included	NOPDVD	1	[429-AABU]	597
<b>Monitor Adapters:</b> No Monitor Adapter	NOMADP	1	[817-BBBC]	592
<b>External Speakers:</b> No External Speaker	NOESPK	1	[817-BBBC]	200095
<b>Operating System Recovery Options:</b> Windows 8.1 English OS Recovery - DVD	M81D6E	1	[620-AASU]	200013
<b>Dell Backup and Recovery:</b> Dell Backup and Recovery Manager for Windows 7	DBRMW7	1	[637-AAAE]	200076
<b>Resource DVD:</b> Resource DVD not Included	NORDVD	1	[430-XXYU]	50
<b>Placemat:</b> No Setup and Features Guide	NOGD	1	[340-AAMH]	60
<b>Canada Ship Options:</b> Non-Canada orders only	USNONE	1	[332-1286]	111
<b>Dell Precision T1700 MT :</b> Dell Precision T1700 MT CTO Base	CTOT17M	1	[210-AAJV]	1

<b>Speakers:</b> Internal Speaker	INTSKP	1	[520-AAAK]	18
<b>Additional Storage Devices:</b> No Media Card Reader	NMCR	1	[385-BBBL]	10
<b>Network Card:</b> Broadcom 5722 Single Port Gigabit Ethernet PCI-Express® Network Interface Card	BNIT	1	[555-BBEB]	13
<b>Serial Port / PS2 Adapter:</b> No Serial Port/PS2 Adapter	NOADPT	1	[492-BBFF]	698
<b>IEEE 1394:</b> No Firewire Card	NO1394	1	[817-BBBC]	1309
<b>Systems Management:</b> No Out-of-Band Systems Management	NOVPRO	1	[631-AAAP]	49
<b>Dell Data Protection  Encryption Security SW:</b> Dell ProSupport for Software, DDPE Support Declined	NODDPE	1	[954-3465]	156
<b>Keyboard:</b> Keyboard not included	NKB	1	[580-ABLY]	4
<b>Protect your new PC:</b> McAfee® Security Center 36 month Subscription	MSBC36M	1	[525-0015]	1014
<b>Mouse:</b> Dell Optical (Not Wireless), Scroll USB (3 buttons scroll) Black Mouse	USBOP	1	[570-AAAJ]	12
<b>Monitor Adapters:</b> No Monitor Adapter	NOMADP	1	[817-BBBC]	592
<b>External Speakers:</b> No External Speaker	NOESPK	1	[817-BBBC]	200095
<b>Operating System Recovery Options:</b> Windows 8.1 English OS Recovery - DVD	M81D6E	1	[620-AASU]	200013
<b>Dell Backup and Recovery:</b> Dell Backup and Recovery Manager for Windows 7	DBRMW7	1	[637-AAAE]	200076
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<b>Dell Precision T1700 MT :</b> Dell Precision T1700 MT CTO Base	CTOT17M	1	[210-AAJV]	1

## Dual Monitor Bundle-P2213 with MDS14

<b>Packaged Quantity</b>	2 (specifications are for single item)
<b>Device Type</b>	LED-backlit LCD monitor - 22"
<b>Panel Type</b>	TN
<b>Aspect Ratio</b>	Widescreen - 16:10
<b>Native Resolution</b>	1680 x 1050 at 60 Hz
<b>Pixel Pitch</b>	0.282 mm
<b>Brightness</b>	250 cd/m2
<b>Contrast Ratio</b>	1000:1 / 2000000:1 (dynamic)
<b>Response Time</b>	5 ms
<b>Color Support</b>	16.7 million colors
<b>Input Connectors</b>	DVI-D, VGA, DisplayPort
<b>Display Position Adjustments</b>	Height, swivel, tilt
<b>Dimensions (WxDxH)</b>	20.1 in x 2.4 in x 13.1 in - without stand
<b>Weight</b>	7.6 lbs
<b>Microsoft Certification</b>	Compatible with Windows 7
<b>Environmental Standards</b>	ENERGY STAR Qualified , EPEAT Gold
<b>Compliant Standards</b>	Plug and Play, CEL
<b>Bundled with</b>	Dell MDS14 Dual Monitor Stand

### General

<b>Packaged Quantity</b>	2 (specifications are for single item)
<b>Display Type</b>	LED-backlit LCD monitor / TFT active matrix
<b>Diagonal Size</b>	22"
<b>Viewable Size</b>	22"
<b>Panel Type</b>	TN
<b>Aspect Ratio</b>	Widescreen - 16:10
<b>Native Resolution</b>	1680 x 1050 at 60 Hz
<b>Pixel Pitch</b>	0.282 mm
<b>Brightness</b>	250 cd/m2
<b>Contrast Ratio</b>	1000:1 / 2000000:1 (dynamic)
<b>Color Support</b>	16.7 million colors
<b>Response Time</b>	5 ms
<b>Vertical Refresh Rate</b>	56 - 75 Hz
<b>Horizontal Refresh Rate</b>	30 - 83 kHz
<b>Horizontal Viewing Angle</b>	170
<b>Vertical Viewing Angle</b>	160
<b>Backlight Technology</b>	LED backlight
<b>Features</b>	83% color gamut, HDCP, PowerNap, Dynamic Dimming
<b>Dimensions (WxDxH)</b>	20.1 in x 2.4 in x 13.1 in - without stand
<b>Weight</b>	7.6 lbs
<b>Bundled with</b>	Dell MDS14 Dual Monitor Stand

### Connectivity

<b>Interfaces</b>	<ul style="list-style-type: none"><li>• VGA</li><li>• DVI-D ( HDCP )</li><li>• 2 x USB 2.0 downstream</li><li>• USB 2.0 upstream</li><li>• DisplayPort</li></ul>
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**Mechanical**

<b>Display Position Adjustments</b>	Height, swivel, tilt
<b>Flat Panel Mount Interface</b>	100 x 100 mm

**Miscellaneous**

<b>Features</b>	Security lock slot (cable lock sold separately)
<b>Included Accessories</b>	Stand
<b>Cables Included</b>	<ul style="list-style-type: none"><li>• 1 x VGA cable</li><li>• 1 x USB cable</li> <li>• 1 x DVI cable</li></ul>
<b>Compatible with Windows 7</b>	Compatible with Windows 7
<b>Compliant Standards</b>	Plug and Play, CEL
<b>Power</b>	
<b>Power Supply</b>	Internal
<b>Voltage Required</b>	AC 120/230 V ( 50/60 Hz )
<b>Power Consumption Operational</b>	45 Watt
<b>Dimensions &amp; Weight</b>	
<b>Dimensions &amp; Weight Details</b>	<ul style="list-style-type: none"><li>• Without stand - width: 20.1 in - depth: 2.4 in - height: 13.1 in - weight: 7.6 lbs</li><li>• With stand - width: 20.1 in - depth: 7.2 in - height: 14.5 in - weight: 12.6 lbs</li></ul>
<b>Environmental Standards</b>	
<b>EPEAT Compliant</b>	EPEAT Gold
<b>ENERGY STAR Qualified</b>	Yes
<b>Environmental Parameters</b>	
<b>Min Operating Temperature</b>	32 °F
<b>Max Operating Temperature</b>	104 °F
<b>Humidity Range Operating</b>	10 - 80% (non-condensing)

If you have similar products that meet or exceed these technical specifications, please quote and send data sheet with pictures

**REQUIREMENTS:**

Price offered shall include handling and shipping cost, and local taxes.

Payment terms: 30 days working days, upon satisfactory receipt of goods or provision of services and receipt of an accurate invoice

**Delivery date:** 45 days-required (Calendar days after receipt of order)

**Delivery address-For U.S. Vendors:**

Just in Time Services  
11380 NW 34<sup>th</sup> ST  
Doral, FL 33178

**Delivery Address-For Peruvian Vendors:**

Av. Elmer Faucett, Cdra. 40, Callao, Peru  
(Ref. Frente Gob. Regional dentro de la Base Aérea #2 FAP-ex Group 8)

**CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS  
AWARDED BY OVERSEAS CONTRACTING ACTIVITIES  
(Current thru FAC 2005-69)**

**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**

<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 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.~~

**Contracting Officer: check as appropriate**

(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)*.
- \_\_ (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)).

\_\_\_ (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.).

(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,	AUG 1999