AMENDMENT OF SOLICITATION/MODIFICA	1	1. CONTRACT ID CODE PAGE 1 OF PA			
2. AMENDMENT/MODIFICATION NO. A001	3. EFFECTIVE DATE 07/19/2018	4. REQUISITION/PL	JRCHASE REQ. NO.	5. PROJECT	NO. (If applicable)
6. ISSUED BY	CODE	7. ADMINISTERE	D BY (If other than Item 6)	COD	E
General Services Office, American					
San Salvador	Lindassy				
Sall Salvadol					
8. NAME AND ADDRESS OF CONTRACTOR	(NO., street,city,county,State,ond Z	IP Code)	y 9a. AMENDMENT 0 19ES6018Q00		ON NO.
			1)LStollegov		
			9b. DATED (SEE ITE 12/28/2017	EM 11)	
			10a. MODIFICATIO	ON OF CONTRA	ACT/ORDER NO.
			10b. DATED (SEE F)	TEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDM	ENTS OF SOLICITATIONS	*			
[x ] The above numbered solicitation is an		hour and date specified	for receipt of Offers		
[x] is extended, [] is not extended	lended as set forth in term 24. The	mour and date specified	To receipt of offers		
Offers must acknowledge receipt of this am	endment prior to the hour and dat	e specified in the solicita	tion or as amended, by on	e of the follow	ving methods: (a) By
completing Items 8 and 15, and returning _					
copy of the offer submitted; or By separa	te letter or telegram which includes	s a reference to the solic	itation and amendment nu	ımbers.	
FAILURE OF YOUR ACKNOWLEDGMENT TO					
OFFERS PRIOR TO THE HOUR AND DATE SE			virtue of this amendment	you desire to	change an offer
already submitted, such change may be ma			hour and data specified		
or letter makes reference to the solicitation		red prior to the opening	nour and date specified.		1.44
12. ACCOUNTING AND APPROPRIATION DA					
13. THIS ITEM APPLIES ONLY TO MODIFICATION OF THE CONTRACT/ORDER NO. A					
1 10 10 10 10 10 10 10 10 10 10 10 10 10	D PURSUANT TO: (Specify authority)	THE CHANGES SET FOR	TH IN ITEM 14 ARE MADE	IN THE	
X CONTRACT ORDER NO. IN ITEM 1		THE CHANGES SETTOR	III IN TIEN 14 AND MADE		
	RACT/ORDER IS MODIFIED TO REFL	FCT THE ADMINISTRATIV	JE CHANGES (such as chan	aes in navina	
	ET FORTH IN ITEM 14, PURSUANT T			ges payg	
	ENT IS ENTERED INTO PURSUANT T				
D. OTHER (Specify type of modifie					
E. IMPORTANT: Contractor [] is not, [] is		return copies to th	ne issuing office.		
14. DESCRIPTION OF AMENDMENT/MODII				notter where	feasible.)
THIS MODIFICATION IS ISSUED TO:	Total (organized by och seedon	Treadings, medaling son			000.0.7
A. CHANGE THE SUBMITTANCE	DATE OF PROPOSALS. NEW D	ATE IS AUGUST 7 AT	11:00 AM.		
B. A SITE VISIT HAS BEEN ESTA				. CIUDAD M	ERLIOT.
D. A SITE VISIT THAN DEEN LOTTE	22.0.1.20 0.1.2021 20, 2020 1			,	
	** CHANGES HA	VE BEEN HIGHLIGHTE	D **		
Except as provided herein, all terms and co				ns unchanged	and in full force and
effect.					
15A. NAME AND TITLE OF SIGNER (Type or	print)	16A. NAME OF C	CONTRACTING OFFICER		
		Debra L. Shea	9		
15B. NAME OF CONTRACTOR/OFFEROR	15C.DATE SIGNE	D 16B. UNITED ST	ATES OF AMERICA		16C.DATE SIGNED
		(1)	le. M.	1 -	-11
BY		BY ALO	My An	la	7/19/28/8
(Signature of person authorized to sign)		(Signature of Con	ntracting Officer)		11.11-010

			b	



## Embassy of the United States of America

GSO/Procurement Office

Antiguo Cuscatlán, July 19, 2018.

To: Prospective Quoters

Subject: Request for Quotation No. 19ES60-18-Q-0063

The Embassy of the United States of America has a requirement for a contractor to submit a quotation for the *Supply, Installation and Maintenance Service of (1) UPS UNIT 40 KVA*, as per described in Attachment A. The Request for Quotation (RFQ) consists of the following sections:

- 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 RFQ does not commit the American Embassy to make any award. The Embassy may cancel this RFQ or any part of it.

A site visit has been scheduled on July 25, 2018 at 10:00 am at ILEA, Boulevard Cancillería, Ciudad Merliot. Confirm your participation to <a href="RengifoJM@state.gov">RengifoJM@state.gov</a> 24 hours in advance

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 August 7, 2018. Oral or late quotations will not be accepted.

Sincerely,

Debra Shea

Contracting Officer

Enclosure:

As Stated

## Solicitation Number 19ES60-18-Q-0063

The American Embassy in San Salvador invites you to submit a proposal for the Supply, Installation and Maintenance Service of (1) UPS UNIT 40 KVA, as per described in Attachment A.

A site visit has been scheduled on July 25, 2018 at 10:00 am at ILEA, Boulevard Cancillería, Ciudad Merliot. Confirm your participation to RengifoJM@state.gov 24 hours in advance

Submit your quotation via e-mail to Janina de Rengifo, <u>RengifoJM@state.gov</u> on or before 11:00 on August 7, 2018. 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 (THIS IS NOT A		<b>OTATIONS</b>			[x] IS NOT ASE SET-A						PAGE 1	DF	PAGES
1. REQUEST NO. 19ES60-18	-Q-0063	2. DATE ISSUE 07/09/201			QUISITION/PUR R7477627	/PURCHASE REQUEST NO. 4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1				2	RATING		
5A. ISSUED BY	General Se	ervices Office,	American E	mbassy S	an Salvado	r		6. DELIVE	ER BY (Date)				
5B. FOR INFORM	ATION CALL: (N	ame and telephone no	o.) (No collect calls					7. DELIVE	ERY				
NAME					TELEPHONE	NUMBER		X F	OB DESTI	NATION	OTHER	(See Sc	hedule)
Janina M. de	Rengifo Re	engifoJM@sta	ite.gov		AREA CODE	NUMBE 2501-							
8. TO:								9. DESTINATION					
a. NAME			b. CO	MPANY				a. NAME (	OF CONSIGNI	EE			
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11. SCHEDUI	E (Include ap	plicable Federa	l, State and loc	al taxes)									
ITEM NO.	SUPPLIES/SERV	VICES			-	JANTITY	UNIT		UNIT PRIC	E	AMOUNT		
(A)	(B)				(c)		(d)		(e)		(f)		
.	IIDC!4	40 IZVA											
1	UPS unit,					1		EA			\$		
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	* AS PER	АТТАСНЕ	ED SCOPE		RK *						\$		
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	D ADDRESS OF			[] a		SIGNATUR		ON AUTHORI	ZED TO	15 DAT	E OF QUOTATION	ON	
a. NAME OF	QUOTER												
b. STREET ADDRESS			16.	SIGNER									
c. COUNTY					a.	NAME (Typ	e or print)	b. TELEPHONE				E	
d CTTV	A CTEV CATE & TID CODE					a TITLE (Type or point)							

#### STATEMENT OF WORK

#### **40KVA UPS UNIT**

### Output

Output power capacity: 40.0 K Watts / 40.0 kVA

Max Configurable Power (Watts): 40.0 K Watts / 40.0 kVA

Nominal Output Voltage: 120V, 208V, 208V 3PH

Output Voltage Distortion: Less than 5%

Output Frequency (sync to mains): 57-63 Hz for 60 Hz nominal Output Frequency (not synced): 60Hz +/- 0.1% for 60Hz nominal

Topology: Double Conversion Online

Waveform type: Sine wave Maximum Output Current 111 Bypass: Built-in Static Bypass

### Input

Nominal Input Voltage: 208V 3PH

Input frequency: 50/60 Hz

Input Connections: Hard Wire 5-wire (3PH + N + G)Input voltage range for main operations: 177 - 240V

Number of Power Cords:1

Input Power Factor at Full Load: 0.99

#### **Batteries**

Battery type: Maintenance-free sealed Lead-Acid battery with suspended electrolyte: leak-proof

Included Battery Modules: 4 Typical recharge time: 2hours

#### **Efficiency**

View Efficiency Graph

Communications & Management

Interface Port(s)

DB-9 RS-232, SmartSlot

Control panel

Multi-function LCD status and control console

Audible Alarm

Alarm when on battery: distinctive low battery alarm: configurable delays

Emergency Power-Off (EPO)
Available SmartSlot<sup>TM</sup> Interface

Quantity 2

Environmental Operating Temperature: 32 - 104 °F ( 0 - 40 °C )

Operating Relative Humidity: 0 - 95 %

Operating Elevation: 0-10000ft (0-3000meters)

Storage Temperature: -15-40 °C Storage Relative Humidity: 0 - 95 %

Storage Elevation: 0-50000ft (0-15000meters)

Audible noise at 1 meter from surface of unit 64.0dBA

Online thermal dissipation: 116110BTU/Hr

Protection Class: NEMA 1

#### Conformance

Approvals: UL Listed, CE Mark, CSA C22.2 No.107.3-05, EN 50091-1, EN 50091-2, ENERGY STAR V1.0 (USA), Euro-bat General Purpose, FCC Part 15 Class A, ISO 14001, ISO 9001, UL 1778, UL 60950

## One year of warranty is required.

Maintenance contract including parts for one (1) year is required.

One year of maintenance services should be included for that period.

Supply, installation and configuration are required.

The contractor is responsible to provide any electrical cabling, conduits and accessories needed for the installation.

**PAYMENT: Net 30** 

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:

<a href="http://usaidlearninglab.org/sites/default/files/resource/files/Presentation\_4\_Screencast\_2\_Sp.pdf">http://usaidlearninglab.org/sites/default/files/resource/files/Presentation\_4\_Screencast\_2\_Sp.pdf</a> (SAMS in Spanish)

http://usaidlearninglab.org/sites/default/files/resource/files/Presentation\_1\_Screenc ast\_1\_Sp.pdf

#### **EVALUATION CRITERIA**

The order will be awarded to the lowest priced, acceptable, responsible vendor.

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

The government reserves the right to consider all available information concerning past performance in making a responsibility determination. The government reserves the option to make minor pricing adjustments during the evaluation process to take into consideration minor differences in the quality and value added offered to ensure a level playing field for low price determination of responsive/responsible offers.

## CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS AWARDED BY OVERSEAS CONTRACTING ACTIVITIES (Current thru FAC 2005-95)

#### **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: <a href="https://www.acquisition.gov/far">https://www.acquisition.gov/far</a>

DOSAR clauses may be accessed at: <a href="http://www.statebuy.state.gov/dosar/dosartoc.htm">http://www.statebuy.state.gov/dosar/dosartoc.htm</a>

## 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)	
52.212-4	Contract Terms and Conditions – Commercial Items (Alternate I (MAY 2014) of 52.212-4 applies if the order is time-and-materials or labor-hour)	JAN 2017
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
52.227-19	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)	JUL 2014
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

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items (JAN 2017)

- (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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (3) <u>52.233-4</u>, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).
- (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. 4704 and 10 U.S.C. 2402). (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)). (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 (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note). \_\_(5) [Reserved]. (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C). (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C). (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note). (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C: 2313). \_\_(10) [Reserved]. (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a). \_\_ (ii) Alternate I (Nov 2011) of 52.219-3. (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a). (ii) Alternate I (JAN 2011) of 52.219-4. (13) [Reserved] \_\_ (14)(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).

\_\_ (15)(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. (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)). \_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Nov 2016) (15 U.S.C. 637(d)(4)). \_\_ (ii) Alternate I (Nov 2016) of 52.219-9. \_\_ (iii) Alternate II (Nov 2016) of 52.219-9. (iv) Alternate III (Nov 2016) of 52.219-9. \_\_(v) Alternate IV (Nov 2016) of <u>52.219-9</u>. (18) <u>52.219-13</u>, Notice of Set-Aside of Orders (Nov 2011) (<u>15 U.S.C. 644(r</u>)). \_\_(19) <u>52.219-14</u>, Limitations on Subcontracting (Nov 2011) (<u>15 U.S.C. 637(a)(14)</u>). (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i). (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f). (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)). (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)). (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)). (25) <u>52.222-3</u>, Convict Labor (June 2003) (E.O. 11755). (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126). (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015). (28) <u>52.222-26</u>, Equal Opportunity (Sept 2016) (E.O. 11246). (29) <u>52.222-35</u>, Equal Opportunity for Veterans (Oct 2015)(<u>38 U.S.C. 4212</u>). (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793). (31) <u>52.222-37</u>, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212). (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627). (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627). (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other
- Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will

at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24,

(35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies

types of commercial items as prescribed in 22.1803.)

2017).

publish a document in the Federal Register advising the public of the termination of the injunction. (36) <u>52.222-60</u>, Paycheck Transparency (Executive Order 13673) (OCT 2016). (37)(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.) (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693). (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693). (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514). \_\_ (ii) Alternate I (Oct 2015) of 52.223-13. (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514). \_\_ (ii) Alternate I (Jun 2014) of 52.223-14. (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b). (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514). \_\_ (ii) Alternate I (Jun 2014) of 52.223-16. (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513). (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693). (46) <u>52.223-21</u>, Foams (JUN 2016) (E.O. 13693). \_\_ (47) <u>52.225-1</u>, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83). (48)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (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 (May 2014) of 52.225-3. \_\_ (iii) Alternate II (May 2014) of 52.225-3. \_\_ (iv) Alternate III (May 2014) of 52.225-3. (49) <u>52.225-5</u>, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301note). (50) 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). (51) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note). (52) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

- \_\_(53) <u>52.226-5</u>, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_(54) <u>52.232-29</u>, Terms for Financing of Purchases of Commercial Items (Feb 2002) (<u>41</u> U.S.C. 4505, <u>10</u> U.S.C. 2307(f)).
- (55) <u>52.232-30</u>, Installment Payments for Commercial Items (Oct 1995) (<u>41 U.S.C. 4505</u>, <u>10 U.S.C. 2307(f)</u>).
- \_\_(56) <u>52.232-33</u>, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (<u>31 U.S.C. 3332</u>).
- \_\_(57) <u>52.232-34</u>, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (<u>31 U.S.C. 3332</u>).
- (58) <u>52.232-36</u>, Payment by Third Party (May 2014) (<u>31 U.S.C. 3332</u>).
- (59) <u>52.239-1</u>, Privacy or Security Safeguards (Aug 1996) (<u>5 U.S.C. 552a</u>).
- (60)(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 <u>52.247-64</u>.
- (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) <u>52.222-17</u>, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- \_\_ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (3) <u>52.222-42</u>, Statement of Equivalent Rates for Federal Hires (May 2014) (<u>29 U.S.C.</u> <u>206</u> and <u>41 U.S.C. chapter 67</u>).
- \_\_ (4) <u>52.222-43</u>, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (<u>29 U.S.C. 206</u> and <u>41 U.S.C. chapter 67</u>).
- \_\_(5) <u>52.222-44</u>, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (6) <u>52.222-51</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (<u>41 U.S.C. chapter 67</u>).
- \_\_ (7) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (<u>41 U.S.C. chapter 67</u>).
- \_\_(8) <u>52.222-55</u>, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (9) <u>52.222-62</u>, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- \_\_(10) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (<u>42</u> <u>U.S.C. 1792</u>).
  - \_ (11) <u>52.237-11</u>, Accepting and Dispensing of \$1 Coin (Sept 2008) (<u>31 U.S.C. 5112(p)(1)</u>).
- (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 <u>subpart 4.7</u>, 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 (Oct 2015) (41 U.S.C. 3509).
- (ii) <u>52.219-8</u>, Utilization of Small Business Concerns (Nov 2016) (<u>15 U.S.C. 637(d)(2</u>) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include <u>52.219-8</u> in lower tier subcontracts that offer subcontracting opportunities.
- (iii) <u>52.222-17</u>, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
- (v) <u>52.222-26</u>, Equal Opportunity (Sept 2016) (E.O. 11246).
- (vi) <u>52.222-35</u>, Equal Opportunity for Veterans (Oct 2015) (<u>38 U.S.C. 4212</u>).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) <u>52.222-37</u>, Employment Reports on Veterans (Feb 2016) (<u>38 U.S.C. 4212</u>)
- (ix) <u>52.222-40</u>, 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 <u>52.222-40</u>.
- (x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (xi) <u>52.222-50</u>, Combating Trafficking in Persons (Mar 2015) (<u>22 U.S.C. chapter 78</u> and E.O 13627). Alternate I (Mar 2015) of <u>52.222-50</u> (<u>22 U.S.C. chapter 78</u> and E.O 13627).
- (xii) <u>52.222-51</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xiii) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (<u>41 U.S.C. chapter 67</u>).
- (xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvi) <u>52.222-59</u>, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvi): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

- (xvii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix) <u>52.225-26</u>, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; <u>10 U.S.C. 2302 Note</u>).
- (xx) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (<u>42 U.S.C. 1792</u>). Flow down required in accordance with paragraph (e) of FAR clause <u>52.226-6</u>. (xxi) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (<u>46 U.S.C. Appx. 1241(b)</u> and <u>10 U.S.C. 2631</u>). Flow down required in accordance with paragraph (d) of FAR clause <u>52.247-64</u>.
- (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)			
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	JUL 1988
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999
652.247-71	Shipping Instruction	FEB 2015

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 <a href="http://www.state.gov/m/ds/rls/rpt/c21664.htm">http://www.state.gov/m/ds/rls/rpt/c21664.htm</a>.

(End of clause)