AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE			PAGE 1 OF PAGES	
2. AMENDMENT/MODIFICATION NO. A001	3. EFFECTIVE DATE 09/25/2018	4. REQUISITION/	ION/PURCHASE REQ. NO. 5. PROJECT NO. (If appl			NO. (If applicable)	
6. ISSUED BY General Services Office, American San Salvador	CODE Embassy	7. ADMINISTE	RED BY	(If other than Item 6)	COD	E	
8. NAME AND ADDRESS OF CONTRACTOR	(NO., street,city,county,State,and ZIF	P Code)	х	9a. AMENDMENT 0 19ES6018Q007		ION NO.	
				9b. DATED (SEE ITEM 11) 09/04/2018			
				10a. MODIFICATION OF CONTRACT/ORDER NO.			
				10b. DATED (SEE IT	EM 13)		
11. THIS ITEM ONLY APPLIES TO AMENDM	IENTS OF SOLICITATIONS	***					
Offers must acknowledge receipt of this am completing Items 8 and 15, and returning _ copy of the offer submitted; or By separa FAILURE OF YOUR ACKNOWLEDGMENT TO OFFERS PRIOR TO THE HOUR AND DATE SPAIReady submitted, such change may be ma or letter makes reference to the solicitation	1 copies of the amendment;(b) te letter or telegram which includes a BE RECEIVED AT THE PLACE DESIGN PECIFIED MAY RESULT IN REJECTION de by telegram or letter, provided ea) By acknowledging r a reference to the so IATED FOR THE RECE OF YOUR OFFER. If ach telegram	eceipt of licitatio IPT OF by virtu	of this amendment on n and amendment number e of this amendment	each mbers.		
12. ACCOUNTING AND APPROPRIATION D			0		****		
13. THIS ITEM APPLIES ONLY TO MODIFICATE TO MODIFIES THE CONTRACT/ORDER NO. A	ATIONS OF CONTRACTS/ORDERS,						
A. THIS CHANGE ORDER IS ISSUE X CONTRACT ORDER NO. IN ITEM 1	D PURSUANT TO: (Specify authority) 7	THE CHANGES SET FO	ORTH IN	ITEM 14 ARE MADE II	N THE		
	RACT/ORDER IS MODIFIED TO REFLEC ET FORTH IN ITEM 14, PURSUANT TO				es in paying		
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor [] is not, [] is	required to sign this document and re	eturn copies to	the issi	uing office.			
14. DESCRIPTION OF AMENDMENT/MODIL THIS MODIFICATION IS ISSUED TO:		headings, including s	olicitati	on/contract subject m	atter where	feasible.)	
B. CHANGE THE SUBMITTANCE	PE OF WORK DATE OF PROPOSALS. NEW DA						
Except as provided herein, all terms and co effect.	nditions of the document referenced	in Item 9A or 10A, a	s hereto	ofore changed, remain	is unchanged	and in full force and	
15A. NAME AND TITLE OF SIGNER (Type or	print)	16A. NAME OF Debra L. Sh		RACTING OFFICER			
15B. NAME OF CONTRACTOR/OFFEROR BY	15C.DATE SIGNED	16B. UNITED S	TATES	OF AMERICA The	•	9-26-18	
(Signature of person authorized to sign)		(Signature of C	ontract	ing Officer)		1- 14 10	

•			



Embassy of the United States of America

GSO/Procurement Office

Antiguo Cuscatlán, September 25, 2018.

To: Prospective Quoters

Subject: Request for Quotation No. 19ES60-18-Q-0079

The Embassy of the United States of America has a requirement for a contractor to submit a quotation to Supply *SIPR AND NIPR NETWORK EQUIPMENT* as per described in Attachment A. The Request for Quotation (RFQ) consists of the following sections:

- 1. Standard Form SF-18
- 2. Attachment A Specifications
- 3. Late quotation rules and evaluation method

The Embassy plans to award a Purchase Order. You are encouraged to make your quotation competitive. You are also cautioned against any collusion with other potential offerors with regard to price quotations to be submitted. The 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 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 16:00 on September 27, 2018. Oral or late quotations will not be accepted.

Sincerely,

Debra Shea
Contracting Officer

Enclosure:

As Stated

Solicitation Number 19ES60-18-Q-0079

The American Embassy in San Salvador invites you to submit a proposal to supply SIPR AND NIPR NETWORK EQUIPMENT, as per described in Attachment A.

Submit your quotation via e-mail to Janina de Rengifo, <u>RengifoJM@state.gov</u> on or before 16:00 on September 27, 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

	THIS RFQ [] IS [x] IS NOT A SMALL BUSINESS- SMALL PURCHASE SET-ASIDE (52.219-4)						PAG 1	E	DF	PAGES I I				
1. REQUES	T NO. 60-18-Q-0079	2. DATE ISSUED 09/04/2018		3. REQUISITION/PURCHASE REQUEST N PR7547621			ST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1						
5A. ISSUEI	DBY General Se	rvices Office, A	merican E	mbassy Sa	an Salvador			6. DE	ELIVER BY (Date	?)				
5B. FOR IN	FORMATION CALL: (N	ame and telephone no.) (No collect calls					7. DE	ELIVERY		-			
NAME TELEPHONE NUMBER				X FOB DESTINATION OTHER (See Schedule)										
Janina I	M. de Rengifo Re	ngifoJM@state.	gov		AREA CODE	NUMBER 2501-24	62							,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
8 TO: 9				9. DESTINATION										
a. NAME			b. COM	MPANY					ME OF CONSIG		n Salv	ador		
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ITEM NO. (A)	SUPPLIES/SERVICE (B)	S			Y (d) (e)		UNIT PRI	CE	E AMOUNT (f)					
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STATEMENT OF WORK

SIPR AND NIPR NETWORK UPGRADE AND BACKUP EQUIPMENT FOR CSL COMALAPA NETWORK

1) GENERAL INFORMATION: The vendor shall provide equipment Dell brand or equal as described below:

2) DESCRIPTION OF SERVICES:

2.1 System Description: Power Vault $TL200-Tape\ Library$

PowerVault TL2000 Tape Library, 2U, 24 Slot, 1 or 2 Drives

ProSupport Plus: 7x24 Next Business Day Onsite Service, 2 Year Extended ProSupport Plus: 7x24 Next Business Day On-Site Service, Initial Year

ProSupport Plus: 7x24 HW/SW Tech Support and Assistance,3 Year

Dell Hardware Warranty, Extended Year(s)

Dell Hardware Warranty Plus OnSite Service Inital YR

Americas (Non US) Power Vault OCONUS Delivery

LTO Tape Cleaner

ProDeploy Plus Dell Storage TL Series 2U Library - Deployment

ProDeploy Plus Dell Storage TL Series 2U Library - Deployment Verification

ProDeploy Plus Training Credits 400 Expires 1Yr from Order Date

Documentation and Shipping

6Gb Mini to HD-Mini SAS Cable, 2M 2x

LTO-7 SAS Tape Drive 2x

LTO7 Tape Media, 5 Pack

LTO7 Tape Labels, 1-60

2.2 System Description: VRTX Chassis, PowerEdge M640 Servers and components

PowerEdge VRTX Rack 1x

PowerEdge VRTX Chassis Configure to Order 1x

PowerEdge VRTX 10Gb Switch Module, Int 16 ports to Ext 6 ports (4x 10Gb SFP+, 2x 1Gb RJ45)1x

SAS 12Gbps HBA External Controller, Low Profile 1x

PowerEdge VRTX Rack Configuration for 2.5 inch Hard Drives (max 25) 1x

PowerEdge VRTX Locking Security Bezel 1x

Chassis Management Controller Card for PowerEdge VRTX Chassis 1x

Flex Address Plus Enabled,8GB 1x

PowerEdge VRTX 2.5 HDD Dual Expander for Dual Controller 1x

PowerEdge VRTX 2.5 HD HotPlug Backplane with Dual Controller and Expander in Redundant

Mode 1x

300GB 10K RPM SAS 12Gbps 2.5in Hot-plug Hard Drive 3x

DVD+/-RW, SATA, Internal 1x

PowerEdge VRTX Rack Installation Rails 1x

PowerEdge VRTX Redundant Power Supply, 4 x 1600W, (2+2) 1x

Power Cord, C13 to C14, PDU Style, 12 Amps, 4 meter, Qty 1 4x

Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter 4x

Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meter 4x

DVD+/-RW, SATA, Internal 1x

PowerEdge VRTX Rack Installation Rails 1x

PowerEdge VRTX Redundant Power Supply, 4 x 1600W, (2+2) 1x

Power Cord, C13 to C14, PDU Style, 12 Amps, 4 meter, Qty 1 4x

Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter 4x

Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meter 4x

PowerEdge M640 Server 2x

Dell Hardware Limited Warranty Plus On-Site Service 2x

ProSupport Plus: Next Business Day On-Site Service After Problem Diagnosis, 3 Years 2x

ProSupport Plus: 7x24 HW/SW Technical Support and Assistance, 3 Years 2x

Keep Your Hard Drive, 3 Year 2x

Americas (Non US) PowerEdge OCONUS Delivery 2x

Intel X710 Quad Port, 10Gb KR Blade Network Daughter Card 2x

iDRAC9, Enterprise 2x

OME Server Configuration Management 2x

Chassis with up to 2 SAS or SATA Hard Drives (PERC required) 2x

Performance BIOS Settings 2x

RAID 12x

H330 Controller 2x

Intel Xeon Gold 5120 2.2G, 14C/28T, 10.4GT/s, 19M Cache, Turbo, HT (105W) DDR4- 2400 2x

Intel Xeon Gold 5120 2.2G, 14C/28T, 10.4GT/s, 19M Cache, Turbo, HT (105W) DDR4- 2400 2x

32GB RDIMM 2666MT/s Dual Rank 16x

2666MT/s RDIMMs 2x

120GB SSD SATA Boot 6Gbps 512n 2.5in Hot-plug Drive, 1 DWPD, 219 TBW 4x

Trusted Platform Module 2.0 2x

Internal Dual SD Module with 2x 32GB SD Cards 2x

VMware ESXi 6.7 Embedded Image on Flash Media 2x

iDRAC Group Manager, Enabled 2x

Heatsink for CPU2

2.3 System Description: Cisco Catalyst 9500 Network Switch

Cisco Catalyst 9500 Network Switch (C950040X2QE) 2x

40GE Network Module (C9500-NM-2Q) 2x

40x 10 Gigabit SFP+ 2x

2x 40 Gigabit QSFP+ 2x

Rack mountable 2x

2.4 System Description: DELL EMC

SYSTEM UNITY 300 1xD31D24AF25 UNITY 300 2U DPE 25X2.5 DRIVE FLD RCK 1xUNITY 4X10GB SFP ISCSI/ETH CONNECTION **D3SFP10I** 1xD3SL10IO4PT UNITY 2X4 PORT 10GB ISCSI/ETH OPT IO 1x D3-2S10-1800 UNITY 1.8TB 10K SAS 25X2.5 DRIVE 18x D3SP-S6X1800-10K UNITY SYSPACK 6X1.8TB 10K SAS 25X2.5 1x UNITY 25 DRIVE DPE FLD INSTALL KIT 1x D31DEMCCK25KIT PROSUPPORT W/MISSION CRITICAL-HARDWARE 36 months 1x M-PSM-HWE-004 PARTS RETENTION UPLIFT UNTY 36 months 1x M-PARTRT-PR3-UNTY

ITEMS DESCRIPTION
SIPR NETWORK UPGRADE AND BACKUP EQUIPMENT
FOR CSL COMALAPA NETWORK

1) GENERAL INFORMATION: The vendor shall provide equipment Dell brand for Server, Tape library equipment and Cisco brand for Network Switches.

2) DESCRIPTION OF SERVICES:

2.1 System Description: Power Vault TL200 – Tape Library

PowerVault TL2000 Tape Library, 2U, 24 Slot, 1 or 2 Drives

ProSupport Plus: 7x24 Next Business Day Onsite Service, 2 Year Extended ProSupport Plus: 7x24 Next Business Day On-Site Service, Initial Year ProSupport Plus: 7x24 HW/SW Tech Support and Assistance,3 Year

Dell Hardware Warranty, Extended Year(s)

Dell Hardware Warranty Plus OnSite Service Inital YR

Americas (Non US) Power Vault OCONUS Delivery

LTO Tape Cleaner

ProDeploy Plus Dell Storage TL Series 2U Library - Deployment

ProDeploy Plus Dell Storage TL Series 2U Library - Deployment Verification

ProDeploy Plus Training Credits 400 Expires 1Yr from Order Date

Documentation and Shipping

6Gb Mini to HD-Mini SAS Cable, 2M 2x

LTO-7 SAS Tape Drive 2x

LTO7 Tape Media, 5 Pack

LTO7 Tape Labels, 1-60

2.2 System Description: VRTX Chassis, PowerEdge M640 Servers and components PowerEdge VRTX Rack 1x

PowerEdge VRTX Chassis Configure to Order 1x

PowerEdge VRTX 10Gb Switch Module, Int 16 ports to Ext 6 ports (4x 10Gb SFP+, 2x 1Gb RJ45)1x

SAS 12Gbps HBA External Controller, Low Profile 1x

PowerEdge VRTX Rack Configuration for 2.5 inch Hard Drives (max 25) 1x

PowerEdge VRTX Locking Security Bezel 1x

Chassis Management Controller Card for PowerEdge VRTX Chassis 1x

Flex Address Plus Enabled,8GB 1x

PowerEdge VRTX 2.5 HDD Dual Expander for Dual Controller 1x

PowerEdge VRTX 2.5 HD HotPlug Backplane with Dual Controller and Expander in Redundant

Mode 1x

300GB 10K RPM SAS 12Gbps 2.5in Hot-plug Hard Drive 3x

DVD+/-RW, SATA, Internal 1x

PowerEdge VRTX Rack Installation Rails 1x

PowerEdge VRTX Redundant Power Supply, 4 x 1600W, (2+2) 1x

Power Cord, C13 to C14, PDU Style, 12 Amps, 4 meter, Qty 1 4x

Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter 4x

Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meter 4x

DVD+/-RW, SATA, Internal 1x

PowerEdge VRTX Rack Installation Rails 1x

PowerEdge VRTX Redundant Power Supply, 4 x 1600W, (2+2) 1x

Power Cord, C13 to C14, PDU Style, 12 Amps, 4 meter, Qty 1 4x

Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter 4x

Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meter 4x

PowerEdge M640 Server 2x

Dell Hardware Limited Warranty Plus On-Site Service 2x

ProSupport Plus: Next Business Day On-Site Service After Problem Diagnosis, 3 Years 2x

ProSupport Plus: 7x24 HW/SW Technical Support and Assistance, 3 Years 2x

Keep Your Hard Drive, 3 Year 2x

Americas (Non US) PowerEdge OCONUS Delivery 2x

Intel X710 Quad Port, 10Gb KR Blade Network Daughter Card 2x

iDRAC9, Enterprise 2x

OME Server Configuration Management 2x

Chassis with up to 2 SAS or SATA Hard Drives (PERC required) 2x

Performance BIOS Settings 2x

RAID 1 2x

H330 Controller 2x

Intel Xeon Gold 5120 2.2G, 14C/28T, 10.4GT/s, 19M Cache, Turbo, HT (105W) DDR4- 2400 2x

Intel Xeon Gold 5120 2.2G, 14C/28T, 10.4GT/s, 19M Cache, Turbo, HT (105W) DDR4- 2400 2x

32GB RDIMM 2666MT/s Dual Rank 16x

2666MT/s RDIMMs 2x

120GB SSD SATA Boot 6Gbps 512n 2.5in Hot-plug Drive, 1 DWPD, 219 TBW 4x

Trusted Platform Module 2.0 2x

Internal Dual SD Module with 2x 32GB SD Cards 2x

VMware ESXi 6.7 Embedded Image on Flash Media 2x iDRAC Group Manager, Enabled 2x Heatsink for CPU2

2.3 System Description: Cisco Catalyst 9500 Network Switch Cisco Catalyst 9500 Network Switch (C950040X2QE) 2x 40GE Network Module (C9500-NM-2Q) 2x 40x 10 Gigabit SFP+ 2x 2x 40 Gigabit QSFP+ 2x

Rack mountable 2x

2.4 System Description: DELL EMC (SAN)

SYSTEM	UNITY 300 1x	
D31D24AF25	UNITY 300 2U DPE 25X2.5 DRIVE FLD RCK	1x
D3SFP10I	UNITY 4X10GB SFP ISCSI/ETH CONNECTION	1x
D3SL10IO4PT	UNITY 2X4 PORT 10GB ISCSI/ETH OPT IO 1x	
D3-2S10-1800	UNITY 1.8TB 10K SAS 25X2.5 DRIVE	18x
D3SP-S6X1800-10K	UNITY SYSPACK 6X1.8TB 10K SAS 25X2.5 1x	
D31DEMCCK25KIT	UNITY 25 DRIVE DPE FLD INSTALL KIT 1x	
M-PSM-HWE-004	PROSUPPORT W/MISSION CRITICAL-HARDWAR	E 36 months 1x
M-PARTRT-PR3-UNTY	PARTS RETENTION UPLIFT UNTY 36 months 1x	

ITEMS DESCRIPTION SIPR AND NIPR NETWORK UPGRADE AND BACKUP EQUIPMENT FOR CSL COMALAPA NETWORK

Note: The following items are shared between SIPR and NIPR

PSINST-ESRS ZERO DOLLAR ESRS INSTALL
CE-UNITYDD UNITY TRAINING CLASS 1 PERSON
PS-BAS-IAUX CUSTOMER IMPLEMENTATION ASSISTANCE

SHIPPING:

COMUSNAVSO/C4F BLDG 3, MAYPORT NAVAL STATION MAYPORT, FL 32228-0003

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:

http://usaidlearninglab.org/sites/default/files/resource/files/Presentation_4_Screencast_2_Sp.pdf (SAMS in Spanish)

http://usaidlearninglab.org/sites/default/files/resource/files/Presentation_1_Screencast_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: 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 (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) <u>52.209-10</u>, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (2) <u>52.233-3</u>, Protest After Award (Aug 1996) (<u>31 U.S.C. 3553</u>).
- (3) <u>52.233-4</u>, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (<u>19 U.S.C. 3805 note</u>)).
- (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 <u>52.219-3</u>. (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) <u>52.219-7</u>, 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) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)). __(19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)). (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) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212). (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793). (31) 52.222-37, 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 <u>52.222-50</u> (<u>22 U.S.C. chapter 78</u> 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 types of commercial items as prescribed in 22.1803.) (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through
- 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

April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24,

2017).

publish a document in the Federal Register advising the public of the termination of the injunction. (36) 52.222-60, 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 <u>52.22</u>3-13. (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>U.S.C. 4505</u>, <u>10 U.S.C. 2307(f)</u>).
- __(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) (31 U.S.C. 3332).
- __ (57) <u>52.232-34</u>, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
 - (58) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- (59) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- __(60)(i) <u>52.247-64</u>, 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) <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> 206 and 41 U.S.C. chapter 67).
- __(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.</u> chapter 67).
- __(5) <u>52.222-44</u>, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (<u>29 U.S.C. 206</u> and <u>41 U.S.C. chapter 67</u>).
- __(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) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (9) 52.222-62, 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.S.C. 1792).
 - _ (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 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 (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 (l) of FAR clause <u>52.222-17</u>.
- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
- (v) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (v.ii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)
- (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).
- (x.) <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 <u>E.O 13627</u>).
- (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)(41 U.S.C. chapter 67).
- (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,	AUG 1999
	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	APR 2004
	(for services where performance will be on-site in a	
	Department of State facility)	
652.239-71	Security Requirements for Unclassified Information	SEP 2007
	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)	

652.242-70	Contracting Officer's Representative (if a COR will be	AUG 1999
	named for the order) Fill-in for paragraph b: "The COR	
	is	
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 http://www.state.gov/m/ds/rls/rpt/c21664.htm.

(End of clause)