



*Embassy of the United States of America
GSO/Procurement Office*

Antigua Cuscatlan, June 14, 2022.

To: Prospective Quote
Subject: Request for Quotation No. 19ES6022Q0082

The Embassy of the United States of America has a requirement for a contractor to submit a quotation for OUTBOARD ENGINES, as per described in Attachment A.

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 regarding 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 ssrfgcontract@state.gov including the completed SF-18 by on or before 10:00 am, local time, on June 25, 2022. No oral, partial or late quotations will be accepted.

Sincerely,

Kimberly McConnell
Contracting Officer

Enclosure: As Stated

REQUEST FOR QUOTATIONS

THIS RFO IS IS NOT A SMALL BUSINESS-

PAGE

PAGES

(THIS IS NOT AN ORDER)

SMALL PURCHASE SET-ASIDE (52.219-4)

I 18

1. REQUESTING 19ES60-22-Q-0082	2. DATE ISSUED 06/14/2022	3. REQUISITION/PURCHASE REQUEST NO. PRI0840886	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1 6. DELIVER BY (Dot.)	RATING 7. DELIVERY FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)	
SA. ISSUED BY General Services Office, American Embassy, Blvd. y Urb. Santa Elena, Antiguo Cuscatlan, El Salvador			58. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls)		
NAME Janina de Rengifo		TELEPHONE NUMBER AREA CODE 503 NUMBER 2501-2462		8. TO a. NAME b. COMPANY c. STREET ADDRESS b. STREET ADDRESS Bldv. y Urb. Santa Elena, Ant. Cuscatlan	
9. DESTINATION AMERICAN EMBASSY		10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK SA ON OR BEFORE CLOSE OF BUSINESS (Date) June 25, 2022, at 10:00 a.m.		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 SA. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.	

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	OUTBOARD ENGINES 150HP	1	PAIR	\$	\$
2	OUTBOARD ENGINES 115HP	2	PAIR		
3	OUTBOARD ENGINES 140HP	1	EA		
4	INSTALLATION ON SITE	7	EA		
5	MAINTENANCE SERVICE PLAN	7	EA		
• AS PER SCOPE OF WORK IN ATTACHEMENT A •					
TOTAL				\$	\$

12 DISCOUNT FOR PROMPT PAYMENT a. JO CALENDAR DAYS % 12	b. 20 CALENDAR DAYS %	c. JO CALENDAR DAYS %	d. CALENDAR DAYS NUMBER
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NOTE: Additional provisions and representations are are not attached.

13 NAME AND ADDRESS OF QUOTER a. NAME OF QUOTER b. STREET ADDRESS c. COUNTY d. CITY e. STATE f. ZIP CODE	14 SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION 16. SIGNER a. NAME (Type or print) c. TITLE (Type or print)	15 DATE OF QUOTATION b. TELEPHONE AREA CODE NUMBER
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Attachment A

SCOPE OF WORK

4.1 GENERAL

The Bureau of International Narcotics and Law Enforcement Affairs (INL) is an instrumental leader in the development of policies and programs to combat international narcotics and crime. INL programs support two of the Department of States' strategic goals: (1) to reduce the entry of illegal drugs into the United States; and (2) to minimize the impact of international crime on the United States and its citizens. One of the many ways to effectively meet these goals is to partner with allied governments both directly and indirectly to promote the modernization of and support the enforcement operations of their foreign criminal justice systems and law enforcement agencies.

4.2 DESCRIPTION

The International Narcotics Affairs Section (INL - U.S. Embassy El Salvador) requires seven outboard engines, as provided in the Specifications below. This support will assist both the US and El Salvador Governments' efforts towards confronting criminal activity and illegal trafficking expeditiously. The contractor shall have a local representative or partner of the brand in El Salvador to guarantee the local supply of spare parts and maintenance.

4.6 SPECIFICATIONS

PAIR OF OUTBOARD ENGINES 150 HP - QTY. 1 Pair (left & right)

- Four Stroke
- Electric starter
- Multi-point sequential direct injection, EFI
- Digital acceleration control
- Power Delivery: 150HP + 10%
- Operation Range (RPM): 5,000 - 6,000
- Tail Length: 25" (Inches)
- Alternator output: 12V - 44 Amp
- Trim: Power trim & ti!
- Gear System: Forward - Neutral - Recoil
- Fuel: Gasoline (91 octane)

- The pair must include counter rotation machine
- Warranty: 5 Years
- Other: Engine harness, panels, and Manuals.

2. PAIR OF OUTBOARD ENGINES 115 HP - QTY. 2 Pair (left & right)

- Four Stroke
- Electric starter
- Multi-point sequential direct injection, EFI
- Direction Control: Remote
- Digital acceleration control
- Power Delivery: 115HP + 10%
- Operation Range (RPM): 5,700 - 6,300
- Tail Length: 25" (Inches)
- Alternator output: 12V - 44 Amp
- Trim: Power trim & til
- Gear System: Forward- Neutral - Recoil
- Fuel: Gasoline (91 octane)
- The pair must include counter rotation machine (port)
- Warranty: 5 Years

Other: Engine harness, panels, and Manuals.

3. OUTBOARD ENGINE 140HP - QTY. 1

- Outboard engine 140 HP
- Four Stroke
- Electric starter
- Multi-point sequential direct injection, EFI
- Digital acceleration control
- Power Delivery: 140HP + 10%
- Operation Range (RPM): 5,000 - 6,000
- Tail Length: 25" (Inches)
- Alternator output: 12V - 44 Amp
- Trim: Power trim & ti!
- Gear System: Forward- Neutral - Recoil
- Fuel: Gasoline (91 octane)
- Warranty: 5 Years

Other: Engine harness, panels, and Manuals.

4. INSTALLATION SERVICES ON SITE FOR ALL UNITS

5. MAINTENANCE SERVICE PLAN FOR ALL UNITS

On-site maintenance plan with a local partner.
500 hours or less according to certified technical concept and/or 5 years,
whichever comes first.

4.8 ADDITIONAL REQUIREMENTS

- The Price must be CIF - El Salvador, including all direct costs, indirect cost, profit, taxes and other charges.
- Bidder must have a local representation or partner in El Salvador to inspect the equipment at arrival to country and replace any defective items at no additional cost to the US Government for units that during inspection result in not good working condition, as well as, fix or replace equipment under warranty.
- Testing/Acceptance - The contractor must provide a Factory Acceptance Test Report demonstrating that the engine was tested for use in its intended purpose, & deemed operational prior to shipment.
- Quoters must demonstrate that any required support services (warranty, maintenance, testing, etc.) **can be provided on-site in El Salvador** including the ability to provide those services on a timely basis.
- Warranty & Maintenance Services - All warranty and maintenance services shall be fully described.
- Operator Manuals - Contractor shall provide 2 Operator & Maintenance Manuals for Boat (CD & Print-Spanish).
- Provide Factory Warranty and Maintenance Services - (Contractors to describe all warranty periods, maintenance services, etc. with their quotation).
- Contractors must have train personnel in reference to outboard engines.
- Delivery date must be NLT 12/31/22

4.9 WARRANTY

The warranty shall be covered by the manufacturer's standard warranty of 24 months without limit of hours. Further, the period of availability of repair parts shall be no less than 5 years. The Contractor shall provide the warranty at the time of delivery for each engine.

The Contractor shall be registered to do business in the host country or an existing partner with a host country registered business, this is required to provide maintenance, training, repairs, and spare parts since this type of equipment involves safety and security.

The Contractor shall have a valid international warranty authorization on the products offered which shall be utilized to coordinate replacement parts and services for the end user to avoid incurring additional expenses.

4.10 PREPARATION FOR DELIVERY

The engines shall be clean, in new condition and all fluid levels must be in the normal operating ranges.

The contractor shall consolidate the entire shipment to prevent loss and misdirection.
Partial shipments are not allowed.

4.14 MARKING AND SUBMISSION OF DOCUMENTS

All delivery communication and information must be addressed to the COR, and all decisions related to this contract will be done by this person.

When the order is ready for shipment, please mark each package as indicated below and forward the shipment prepaid directly to:

U.S.EMBASSY SAN SALVADOR
INL SAN SALVADOR
Purchase Order Number (please enter the PO number when it becomes available)
ATTN: Leticia Ramos (COR)
Bullevar Santa Elena, Antigua Cuscatlan
San Salvador, El Salvador
Box# of

The bidder must ensure the description of goods column reads "DIPLOMA TIC CARGO" and provide in advance a copy of the Bill of Lading (BL) via email to INL San Salvador INL procurement agent; Leticia Ramos, ramosal@state.gov.

3.0 Packing and marking:

One copy of the packing list must accompany the shipment, attached to the outside of the "lead" or number one box/carton/package, or individually attached to the outside of each box/carton/package. If you have any problems in complying with these instructions, please let us know in advance.

PLEASE NOTE:

Since this order is ultimately intended for an overseas destination, please make sure that all wood packaging material and palletizing material used must be compliant to the

International Standards for Phytosanitary Measures Publication No.15: "Guidelines for Regulating Wood Packaging Material in International Trade" (ISPM 15) the packing that does not meet these standards will be rejected and must be corrected at the contractor' s expense. If you have any question regarding this requirement, please contact the shipping agent.

For this type of shipment it is recommended a " Bulk Cargo Containers" to safe keep small items.



Bulk Cargo Containers

PAYMENT: Net 30 days after delivery.

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://pbotos.state.gov/libraries/elsavador/892757/MICLASON/Quick Guide for Contract Registrations.pdf](http://pbotos.state.gov/libraries/elsavador/892757/MICLASON/Quick_Guide_for_Contract_Registrations.pdf)

If you are not registered in SAM, you will not be eligible for award. You must provide your DUNS number with your proposal and evidence that you are registered in SAM.

EVALUATION FACTORS:

Award will be made to the lowest priced, acceptable, responsible quoter.

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 and regulations.

FAR 52.252-2 Clauses Incorporated By Reference (FEB 1998)

This purchase order or BPA incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/far>

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

NUMBER	TITLE	DATE
52.204-9	Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system)	JAN 2011
52.212-4	Contract Terms and Conditions - Commercial Items (Alternate I (OCT 2008) of 52.212-4 applies if the order is time-and-materials or labor-hour)	SEPT 2013
52.225-19	Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only)	MAR2008
52.225-25	Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran - Representation and Certification (applies to acquisitions above the micropurchase threshold)	DEC 2012
52.227-19	Commercial Computer Software License (if order is for software)	DEC 2007
52.228-3	Workers' Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance (if order is for services and contractor employees are <u>not</u> covered by Defense Base Act insurance)	APR 1984

The following clause is provided in full text:

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (SEPT 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

— Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) *The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:*

(1) 52.203-6, *Restrictions on Subcontractor Sales to the Government* (Sept 2006), with Alternate I (Oct 1995) (11 USC 253g and 10 USC. 2-102).

(2) 52.203-13, *Contractor Code of Business Ethics and Conduct* (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (11 USC 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) 52.201-10, *Reporting Executive Compensation and First-Tier Subcontract Awards* (Jul 2013) (Pub. L. 109-282) (31 USC 6101 note).

(5) 52.201-11, *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 USC 6101 note).

— (7) 52.209-9, *Updates of Publicly Available Information Regarding Responsibility Matters* (Jul 2013) (11 USC 2313).

— (8) 52.209-10, *Prohibition on Contracting with Inverted Domestic Corporations* (May 2012) (section 738 of Division C of Pub. L. 112-7-1, section 7-10 of Division C of Pub. L. 111-117, section 7-13 of Division D of Pub. L. 111-8, and section 7-15 of Division D of Pub. L. 110-161).

— (9) 52.219-3, *Notice of HUBZone Set-Aside or Sole-Source Award* (Nov 2011) (15 USC 657a).

— (10) 52.219-1, *Notice of Price Evaluation Preference for HUBZone Small Business Concerns* (Jul 2011) (*if the offeror elects to waive the preference, it shall so indicate in its offer*) (15 USC. 657a).

— (11) [Reserved]

- (12)(i) 52.219-6, *Notice of Total Small Business Set-Aside* (Nov 2011) (15 USC 6-1-1).
- (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 USC 6-1-1).
- (ii) *Alternate I* (Oct 1995) of 52.219-7.
- (iii) *Alternate II* (Mar 200-1) of 52.219-7.
- (J-1) 52.219-8, *Utilization of Small Business Concerns* (Jul 2013) (15 USC 637(d)(2) and (3)).
- (J 5)(i) 52.219-9, *Small Business Subcontracting Plan* (Jul 2013) (15 USC 637(d)(-1)).
- (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 USC 6-1-1(r)).
- (17) 52.219-1-1, *Limitations on Subcontracting* (Nov 2011) (15 U.S.C 637(a)(J-1)).
- (18) 52.219-16, *Liquidated Damages-Subcontracting Plan* (Jan 1999) (15 USC 637(d)(4)(F)(i)).
- (J 9)(i) 52.219-23, *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns* (OCT 2008) (10 USC. 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 USC 2323).
- (21) 52.219-26, *Small Disadvantaged Business Participation Program - Incentive Subcontracting* (Oct 2000) (Pub. L. 103-355, section 7102, and 10 USC 2323).
- (22) 52.219-27, *Notice of Service-Disabled Veteran-Owned Small Business Set-Aside* (Nov 2011) (15 USC 657 O).
- (23) 52.219-28, *Post Award Small Business Program Representation* (Jul 2013) (15 U.S.C 632(a)(2)).
- (2-1) 52.219-29, *Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns* (Jul 2013) (15 USC 637(m)).
- (25) 52.219-30, *Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program* (Jul 2013) (15 U.S.C 637(m)).
- (26) 52.222-3, *Convict Labor* (June 2003) (E.O. 11755).

- X (27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- _ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- _ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- _ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- _ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- _ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- _ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- _ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- _ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA- Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- _ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- _ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- _ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- _ (ii) Alternate I (DEC 2007) of 52.223-16.
- _ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- _ (39) 52.225-1, Buy American Act-Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- _ (40)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- _ (ii) Alternate I (Mar 2012) of 52.225-3.
- _ (iii) Alternate II (Mar 2012) of 52.225-3.
- _ (iv) Alternate III (Nov 2012) of 52.225-3.
- _ (41) 52.225-5, Trade Agreements (SEPT 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

_ (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

_ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

_ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

_ (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(£), 10 U.S.C. 2307(£)).

_ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(£), 10 U.S.C. 2307(£)).

X (48) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Jul 2013) (31 U.S.C. 3332).

(49) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

_ (50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

(51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

_ (52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241{b}) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[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 (1) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010), (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

X (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6) CLAUSES

NUMBER	TITLE	DATE
652.225-71	Section 8(a) of the Export Administration Act of 1979, As Amended (if order exceeds simplified acquisition threshold)	AUG 1999
652.229-70	Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post)	JUL 1988
652.229-71	Personal Property Disposition at Posts Abroad	AUG 1999
652.237-72	Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility)	APR 2004
652.239-71	Security Requirements for Unclassified Information Technology Resources (for orders that include information technology resources or services in which the contractor will have physical or electronic access to Department information that directly supports the mission of the Department)	SEP 2007
652.242-70	Contracting Officer's Representative (if a COR will be named for the order) Fill-in for paragraph b: 'The COR IS	AUG 1999
652.242-71	Notice of Shipments (for overseas shipment of supplies)	JUL 1988
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999

The following clause is provided in full text, and is applicable for orders for services that will require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems:

652.204-70 Department of State Personal Identification Card Issuance Procedures (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/im/ds/rls/rpt/c21664.htm>.

(End of clause)