EmBassy of the United States of America

General Services Office
#1, Street 96, Phnom Penh, Cambodia
Tel: 023 728 000
Fax: 023 728 400

April 21, 2017

Dear Prospective Offerors:

SUBJECT: Solicitation SCB60017Q0013: Request for Quotation for “the Supply of Server and Network Switch for U.S. NAMRU-2 Cambodia, U.S. Embassy Phnom Penh”

The U.S. Embassy Phnom Penh has a requirement for a vendor to supply Server and Network Switch. You are invited to submit a quotation. The Request for Quotations (RFQ) consists of the following sections:

1. Standard Form SF-18
2. Basic information, technical specifications, and product catalog

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 Embassy to make any award. The Embassy may cancel this RFQ or any part of it.

Please read the RFQ carefully, and if you are interested, submit your quotation. Your quotation must be submitted in sealed envelopes marked Quotation for “the Supply of Server and Network Switch” for U.S. Embassy Phnom Penh to GSO-Procurement Section, # 1, Street 96, Phnom Penh, Cambodia or be sent by email to PhnomPenhProcurement@state.gov on or before 4:00 PM on May 10, 2017. Late quotations will not be accepted. The Evaluation method is the lowest price, technically acceptable (LPTA) method.

I call your attention to the requirement of clause 52.204-7 - SYSTEM FOR AWARD MANAGEMENT (JULY 2013) in the solicitation document. All bidders must register in System for Award Management, and for registration, please follow the link: https://www.sam.gov/portal/public/SAM/.

Direct any questions regarding this solicitation to (PhnomPenhProcurement@state.gov).

Sincerely,

[Signature]
Rebecca C. Raman
Contracting Officer

Enclosure:
As Stated.
REQUEST FOR QUOTATIONS

SCB60017Q0013

THIS RFQ [ ] IS [x] IS NOT A SMALL BUSINESS-SMALL PURCHASE SET-ASIDE (52.219-4)

1. REQUEST NO. SCB60017Q0013

2. DATE ISSUED April 21, 2017

3. REQUISITION/PURCHASE REQUEST NO.

4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG.

5A. ISSUED BY General Services Office, U.S. Embassy Phnom Penh

5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls)

NAME Rebecca C. Raman

Email: PhnomPenhProcurement@state.gov

TELEPHONE NUMBER 023 728 000

5C. DELIVER BY (Date) 4 – 6 weeks after issuing order

6. DELIVERY X FOB DESTINATION OTHER (See Schedule)

7. TO:

a. NAME

b. COMPANY

c. STREET ADDRESS

d. CITY

e. STATE

f. ZIP CODE

U.S Embassy Phnom Penh

8. DESTINATION

a. NAME

b. COMPANY

c. STREET ADDRESS

#1, St. 96, Sangkat Wat Phnom

d. CITY

e. STATE

f. ZIP CODE

9. DELIVERY

a. NAME

b. COMPANY

c. STREET ADDRESS

U.S Embassy Phnom Penh

d. CITY

e. STATE

f. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date)

IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quotation. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.

May 10, 2017 @ 4.00 PM

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

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Server Set and Data Back Up</td>
<td>1</td>
<td>Set</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Network Switch</td>
<td>1</td>
<td>Set</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Detailed specifications enclosed)

12. DISCOUNT FOR PROMPT PAYMENT

<table>
<thead>
<tr>
<th>a. 10 CALENDAR DAYS</th>
<th>b. 20 CALENDAR DAYS</th>
<th>c. 30 CALENDAR DAYS</th>
<th>d. CALENDAR DAYS</th>
</tr>
</thead>
<tbody>
<tr>
<td>%</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
</tbody>
</table>

NOTE: Additional provisions and representations [] are [x] are not attached.

13. NAME AND ADDRESS OF QUOTER

a. NAME OF QUOTER

b. STREET ADDRESS

c. COUNTY

d. CITY

e. STATE

t. ZIP CODE

c. TITLE (Type or print)

14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION

Rebecca C. Raman

Contracting Officer

15. DATE OF QUOTATION

16. SIGNER

a. NAME (Type or print)

b. TELEPHONE

17. ADDRESS

a. STREET ADDRESS

b. CITY

c. STATE

t. ZIP CODE

c. TITLE (Type or print)

Standard Form-18
# Description/Specifications/Work Statement

The U.S. Naval Medical Research Unit No. 2 in Phnom Penh (NAMRU-2) requires new IT equipment & software to host virtualization software and data backup solution for providing more network service availability and storing research studies research for analysis.

In addition, the U.S. NAMRU-2 requires three stackable Gigabit network switches to refresh the command’s core networking devices for improving network availability and service interruption.

i.) **Hardware Requirements for Server and Data Back up:**

<table>
<thead>
<tr>
<th>No.</th>
<th>Required Technical Specifications or Equivalent</th>
<th>Unit</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Dell PowerEdge R730 or equivalent</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>- Intel Xeon Processor E5-2650v4 2.2GHz 12 Cores, 30M Cache</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- 128GB RDIMM memory</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- 16GB SD Card for IDSDM</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- 2 x DP 10GB-T network daughter card</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Dual Port 10GB network adapter</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- PERC H730 Integrated RAID Controller, 1GB Cache</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- DVD RW</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Dual hot plug, redundant power supply, 750W</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Network Switch Dell N3024 or equivalent</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>- Layer 3,</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>- 24x 1GbE RJ45 auto-sensing port</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>- 2x 10GbE SFP + Dedicated port</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Stacking, IO to PSU airflow</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- 158Mpps Forwarding Rate</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>- 1GB CPU memory</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- 256MB Flash memory</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>APC Rack Power Distribution Unit, AP8953 or equivalent</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>- Overload protection: Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Max total current: 32A</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Input connection: IEC320-C20</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Output connections: IEC320-C13</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Input voltage: 220-240VAC, 50/60Hz</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>- Cord Length: 3.05meters</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>- Warranty: 2 years repair or replace</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Dell Backup and Recovery Suite (1-5TB) Per Front End DRA-APP-PK-3YR-247 or equivalent</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>- 3 years 24x7 maintenance pack</td>
<td></td>
<td></td>
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<tr>
<td>5</td>
<td>Service installation</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>- vSphereESXi configuration</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>- Rapid recovery configuration</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>- MD3200i configuration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>APC Data Distribution 2U Panel, AR8452 or equivalent</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>- Height: 2U</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Dimension: 55 x 85 x 766mm</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>APC Data Distribution Cable, CAT6 UTP CMR 6XJ-45 Black Or equivalent</td>
<td></td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>- Length: 5.7m</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Hardware Requirements for Network Switch Upgrade:

<table>
<thead>
<tr>
<th>No.</th>
<th>Required Technical Specifications or Equivalent</th>
<th>Unit</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cisco Catalyst 3850-48U Access PoE+ switch (WS-C3850-48F-L) or equivalent</td>
<td>General</td>
<td>ea</td>
</tr>
<tr>
<td></td>
<td>- Interface: 48 x 10/100/1000 (PoE)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Switching capacity (performance): 176 Gbps</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>- Stacking capacity (performance): 480 Gbps</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- CPU: Multicore CPU</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- RAM: 4 GB</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Flash memory: 2 GB</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Input power supply: AC 230 V</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>- Power redundancy: Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Stackable: Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Manageable: Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- System software: IOS LAN Base (Upgradable)</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Network management interface</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>- Ethernet management port: RJ-45 connectors</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>- Management console port: Rj-45-to-DB9 cable</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Remote Management Protocol</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- CLI, RMON 1, RMON 2, SNMP 1, SNMP 2c, SNMP 3, SSH, Telnet</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Compliant standards:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- IEEE 802.1D, IEEE 802.1Q, IEEE 802.3x, IEEE 802.3z, IEEE 802.1p, IEEE 802.1s, IEEE 802.1w, IEEE 802.1x, IEEE 802.3, IEEE 802.3ab, IEEE 802.3ad (LACP), IEEE 802.3u</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Gigabit Ethernet network module (C3850-NM-4-1G) or equivalent</td>
<td>- 4 x Gigabit Ethernet with Small Form-Factor Pluggable (SFP) receptacles</td>
<td>ea</td>
</tr>
<tr>
<td>3</td>
<td>Power Supply Requirements for PoE and PoE+ (PWR-C1-1100WAC) or equivalent</td>
<td>- Cisco 1100W AC Power Supply for the 3 switches and 2 for spare</td>
<td>ea</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Quantity</td>
<td>Unit</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>4</td>
<td>Cisco StackWise-480 1m stacking cable (STACK-T1-1M) or equivalent</td>
<td>-</td>
<td>ea</td>
</tr>
<tr>
<td></td>
<td>- Cisco StackWise-480 1m stacking cable</td>
<td>ea</td>
<td>5</td>
</tr>
<tr>
<td>5</td>
<td>Cisco StackWise-480 1m stacking cable (STACK-T1-3M) or equivalent</td>
<td>-</td>
<td>ea</td>
</tr>
<tr>
<td></td>
<td>- Cisco StackWise-480 3m stacking cable</td>
<td>ea</td>
<td>1</td>
</tr>
<tr>
<td>6</td>
<td>Cisco SMARTnet Service or equivalent</td>
<td>Technical support for each switch:</td>
<td>ea</td>
</tr>
<tr>
<td></td>
<td>- Around-the-clock, global access to the Cisco TAC</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>- Unrestricted access to the extensive Cisco.com knowledge base and tools</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Next-business-day, 8x5x4, 24x7x4, and 24x7x2 advance hardware replacement and onsite parts replacement and installation available</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Ongoing operating system software updates within the licensed feature set</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>- Proactive diagnostics and real-time alerts on Smart Call Home-enabled devices</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### iii.) Special Requirements:

- Prospective vendor must guarantee that all of the offered items are new “New ONLY”, must be in original packaging, never used, and not altered in any way. All components must be manufacturer-approved and may not be compatible, remanufactured “not factory refurbished”.
- Quotation shall be provided with the detailed technical specifications and including product brochure or catalog.
- Quotation shall be provided with ETA delivery and warranty terms and delivery inspection.
- The submitted quotations will be evaluated on package-by-package basis (i. Server & Data back up and ii. Network Switch); therefore, purchase order will be issued accordingly.
- **Delivery Terms:**
  1. For local vendor: All item shall be delivered to U.S. NAMRU-2, NIPH premise, address: Lot #2, St. 289, Boeung Kok 2, Toul Kork, Phnom Penh, Cambodia.
  2. For U.S vendor: All items shall be delivered to our despatch agency, address: C/O Lincoln Moving & Storage  8420 South 190 Street Kent, WA 98031 (425) 251 5900
- All ordered items shall be delivered to the above destination within 4 – 6 weeks after issuing orders.

### iv.) Background of NAMRU-2:

NAMRU-2 conducts medical research to study relevant infectious disease threats in Cambodia, specifically in the areas of preventive medicine, epidemiology, tropical medicine and infectious disease. NAMRU-2 conducts laboratory testing, epidemiological investigations, and data analysis as part of infectious disease surveillance to contribute to the public health capacity of Cambodia.
Due to NAMRU-2 office expansion and VoIP telephony has already migrated onto the command’s LAN, leading to increased bandwidth requirement. NAMRU-2, Phnom Penh laboratory requires upgrading network switches to meet high demand in data/voice transmission between offices and outside collaborators, IP video security camera being deployed in near future, and study data analysis software application. As well, upgrade to the latest generation of network management features, allowing network administrators to assign Quality of Service and security policies to specific applications.

NAMRU-2 has used Microsoft Windows Sever built-in application for processing and backing up the command’s data and users’ email transactions. As our data exponentially grows, high demand of exchange email messaging between collaborate parties, NAMRU-2 requires to upgrade network system to tackle current issue, deliver more service availability and effectively recover from disaster.

Server runs risk of being a single point of failure if fails to upgrade the system.

II- SYSTEM FOR AWARD MANAGEMENT

The U.S. Embassy Phnom Penh calls to your attention to the requirement of clause 52.204-7 – SYSTEM FOR AWARD MANAGEMENT (JULY 2013) in the solicitation document. The contractor must register in System for Award Management, and for registration, please follow the link: https://www.sam.gov/portal/public/SAM/. Please see attached a quick-guide indicating steps of registration.

III- PAYMENT TERMS

Payment will be made via EFT within 30 days upon receipt of goods in accordance with the Embassy’s purchase order. Invoice shall be sent to:

Financial Management Officer
# 1, St. 96, Sangkat Wat Phnom, Daun Penh
Phnom Penh, Cambodia
Email: PHPVoucher@state.gov
IV- 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

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.204-9</td>
<td>Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system)</td>
<td>JAN 2011</td>
</tr>
<tr>
<td>52.212-4</td>
<td>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)</td>
<td>JAN 2017</td>
</tr>
<tr>
<td>52.225-19</td>
<td>Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only)</td>
<td>MAR 2008</td>
</tr>
<tr>
<td>52.227-19</td>
<td>Commercial Computer Software License (if order is for software)</td>
<td>DEC 2007</td>
</tr>
<tr>
<td>52.228-3</td>
<td>Workers’ Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance)</td>
<td>JUL 2014</td>
</tr>
<tr>
<td>52.228-4</td>
<td>Workers’ Compensation and War-Hazard Insurance (if order is for services and contractor employees are not covered by Defense Base Act insurance)</td>
<td>APR 1984</td>
</tr>
</tbody>
</table>

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).
(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:

__ (5) [Reserved].
__ (10) [Reserved].
__ (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]
__ (ii) Alternate I (Nov 2011).
__ (iii) Alternate II (Nov 2011).
__ (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 52.219-9.
__ (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)).
__ (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)).
__ (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) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
__ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
__ (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 221803.)
__ (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 April 24, 2017; applies at $500,000 for solicitations and resultant contracts issued after April 24, 2017).

**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 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).
__ (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.
__ (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.
__ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
__ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
(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:

(i) Alternate I (May 2014) of 52.225-3.

(ii) Alternate II (May 2014) of 52.225-3.

(iii) Alternate III (May 2014) of 52.225-3.


(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).


(52) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(53) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(54) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).


(56) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

(57) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).


(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 52.247-64.

(61) 52.247-66, Accepting and Dispensing of $1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).
(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) 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—(Paragraph (e) applies only if award is made to a U.S. firm).


(ii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (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 $700,000 ($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 (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).


(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(ix) 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.


(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) 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 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)).
(xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xxi) 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

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
<th>DATE</th>
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<tr>
<td>652.225-71</td>
<td>Section 8(a) of the Export Administration Act of 1979, As Amended (if order exceeds simplified acquisition threshold)</td>
<td>AUG 1999</td>
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<tr>
<td>652.229-70</td>
<td>Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post)</td>
<td>JUL 1988</td>
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<td>652.229-71</td>
<td>Personal Property Disposition at Posts Abroad</td>
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<td>652.237-72</td>
<td>Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility)</td>
<td>APR 2004</td>
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<td>652.239-71</td>
<td>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)</td>
<td>SEP 2007</td>
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<tr>
<td>652.242-70</td>
<td>Contracting Officer’s Representative (if a COR will be named for the order) Fill-in for paragraph b: “The COR is ”</td>
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<td>652.242-71</td>
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<td>Shipping Instruction</td>
<td>FEB 2015</td>
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</table>

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:
(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)