



Guatemala, January 8, 2021

To: Prospective Quoters

**Subject: Request for Quotation number 19GT5021Q0013 – Information Technology Equipment Purchase and Delivery**

Enclosed is a Request for Quotations (RFQ) for the purchase of equipment and delivery for the US Embassy – Guatemala. If you would like to submit a quotation, please complete the required portions of the attached documents and submit your offer to:

[GuatemalaBids@state.gov](mailto:GuatemalaBids@state.gov)

Please **use ONLY the address provided above** to send your offer, including the solicitation number in the email subject. Offers sent to any other email addresses may not be considered valid.

If you have any questions please submit them to Claudia Howell at [HowellCM@state.gov](mailto:HowellCM@state.gov). Questions are due January 18, 2021 by COB 17:00 hours.

The U.S. Government intends to award a purchase order to the responsible company submitting a technically acceptable offer at the lowest price. We intend to award a contract based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Pricing must include breakdown (NET PRICE + VAT = FULL PRICE). VAT (IVA) should be listed separately for each line item.

**Quotations are due February 1, 2021 by COB 17:00 hours.**

You will receive an automatic response from the [GuatemalaBids@state.gov](mailto:GuatemalaBids@state.gov) inbox once your bid has successfully been received. If you do not receive this automatic response, please contact Claudia Howell to [HowellCM@state.gov](mailto:HowellCM@state.gov). Please include the RFQ number and title of the project in the subject line of your email submittal. Quotation documents should be .pdf, .tif, or .gif files only. Email bids should not contain attachments greater than 10MB in size, or they may be refused by the system.

Sincerely,

Juan G. Ortiz  
Contracting Officer

List of attachments:  
Standard Form 18 (RFQ)  
Solicitation Package –Work Statement  
Clauses incorporated by reference

**REQUEST FOR QUOTATION  
(THIS IS NOT AN ORDER)**

THIS RFQ  IS  IS NOT A SMALL BUSINESS SET-ASIDE PAGE 1 OF 20 PAGES

1. REQUEST NO. 19GT5021Q0013	2. DATE ISSUED 01/13/2021	3. REQUISITION/PURCHASE REQUEST NO. PR9651689	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
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5a. ISSUED BY AMERICAN EMBASSY GUATEMALA CITY Avenida Reforma 7-01, Zona 10, ATTN: GSO - PROCUREMENT SECTION Guatemala GUATEMALA	6. DELIVER BY (Date) 03/31/2021
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5b. FOR INFORMATION CALL (NO COLLECT CALLS)		7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)
NAME Claudia M. Howell	TELEPHONE NUMBER AREA CODE NUMBER +50244970724	9. DESTINATION

8. TO:		a. NAME OF CONSIGNEE AMERICAN EMBASSY GUATEMALA CITY
a. NAME	b. COMPANY	b. STREET ADDRESS 1a. Avenida 7-59, Zona 10, ATTN: NAS WAREHOUSE

c. STREET ADDRESS		c. CITY GUATEMALA
d. CITY	e. STATE	f. ZIP CODE
		d. STATE e. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 02/08/2021	IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.
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**11. SCHEDULE (Include applicable Federal, State and local taxes)**

ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations  are  are not attached.

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

## RFQ 19GT5021Q0013 - STATEMENT OF WORK

1. **Project Name:** Computer Equipment
2. **Project Description:** U.S. Embassy Guatemala requires the acquisition and delivery of computer equipment.
3. **Project Deliverables :**

Quantity	Description
46	Desktop Computers
46	External DVD reader
46	Desktop Computer Speakers
46	UPS

### 3.1. Technical Specifications

The deliverables for this project include the following equipment and warranty that should be placed/provided in Guatemala City, according to the following minimum technical specifications for a Latin American Version.

#### A. Desktop computers

**Forty six (46) Desktop computers equal or similar to Dell 7080 MFF with 23.8" monitor, with the following specifications** (please note that even a model is being suggested in this SOW, the following specifications do not respond to that precise model):

Processor	Intel i5 3.5 GHz (8 <sup>th</sup> generation or newer)
Operating System	Windows Professional 10 Spanish
Memory	At least 8 GB
Form factor	SFF Small Form Factor
Hard Drive	1 TB or higher
Monitor	23.8" with Resolution 1024x768 (same Brand as CPU)
Ports	Network (10/100/1000), at least 6 USB, microphone. Speaker, HDMI
Keyboard	USB Spanish keyboard

Mouse	USB optical mouse with 2 buttons
Warranty	3 years

#### B. External DVD Reader

**Forty six (46) Portable Blue ray writer equal or similar to model: Samsung SE-506CB, with the following specifications** (please note that even a model is being suggested in this SOW, the following specifications do not respond to that precise model):

Speed	6X
Connection	USB 2.0
Supports	Single/Dual/Triple and Quad BD
Warranty	1 year

#### C. Desktop computer speakers

**Forty six (46) computer speakers equal or similar model: Logitech S150 with the following specifications** (please note that even a model is being suggested in this SOW, the following specifications do not respond to that precise model):

Output power (RMS)	2 Watts
Conectivity	3.5 mm / USB
On/Off switch	with LED indicator
Power	110V/240V/50-60Hz
Warranty	1 year

#### D. UPS

**Forty six (46) UPS equal or similar to model: Triplite 900VA, with the following specifications** (please note that even a model is being suggested in this SOW, the following specifications do not respond to that precise model):

Capacity	900 Va
Outlets	6
Backup time	5 minutes

Voltage	120V
Type of Entry	NEMA 5-15P
Output type	4x NEMA 5-15R or more
Indicators / alarms	Normal operation, battery operation, sound alarm
Warranty	1 year

**4. Place of Delivery:**

- Items shall be delivered to Guatemala City. Exact address will be provided upon Purchase Order is awarded.
- The delivery shall be coordinated with the Point of Contact (POC). Installation is not required on this project.
- Documents containing warranty for the different deliverables are required.

**5. Delivery schedule:**

- Vendor will provide the equipment no later than three (3) weeks after purchase order award.
- Vendor shall provide compliance on delivery within the period indicated, which will be part of the evaluation of offers.
- **Vendor shall include proof of shipment method to the meet 3-week delivery with shipping time, customs clearance.**
- Delivery shall be in core hours of the Agency as follows: Monday through Friday, from 8:00 to 15:00 hours.
- No partial deliveries will be accepted.

**6. Quality Control and Acceptance:**

Quality control acceptance of completed services and invoice under this contract shall be based on:

- After delivery, the Office receiving the equipment will provide (in a maximum of 3 days) a written document indicating all items described in this SOW and/or the Purchase Order were received. No installation is required in this project.
- Vendor and recipient shall test the equipment and assure its proper operation.
- Delivery time and date compliance to final destination is mandatory and non-negotiable, therefore, confirmation to compliance to the 3-week delivery is required.

**7. Evaluation Criteria:**

- Contractor must be able to confirm that the warranty for the equipment purchased will have coverage within Guatemala with a local service company that will provide

timely warranty service, in order to guarantee support of the equipment purchased. Warranty service will be effectively provided within one week.

- All equipment shall have and be North American power outlets, 120V. Please provide a picture of the outlet plug in your quote.
- Brands quoted must have a service center in the country. An Evaluation Panel will be responsible to evaluate the offers received. The selection of the contract shall be evaluated against the SOW through a Technical Evaluation Panel.
- The company should have experience on selling the quoted products for large private companies, public sector entities or international organizations for at least five (5) years.
- Vendors must present certification that they are at least silver partner in the quoted brands.
- The company should have staff who can work on this project with experience undertaking similar projects for the Government of Guatemala or a Foreign Mission or an international organization.

**8. Quote submittal:**

When submitting your quote please submit:

- a) Volume I – Price Chart
- b) Volume II – Equipment Specifications
  - a. Include equipment description
  - b. Delivery chart compliance
  - c. Clauses

**Please include separate documents for Volume I and Volume II.**

**9. Point of Contact:**

Claudia Howell  
Contracting Agent  
US Embassy Guatemala  
[HowellCM@state.gov](mailto:HowellCM@state.gov)  
Phone: (502) 2326-4593

**10. Due dates:**

Due date for questions is January 18, 2021 by COB 17:00 PM. Questions shall be sent to Claudia Howell, [HowellCM@state.gov](mailto:HowellCM@state.gov)

**Due date to submit quote is February 1, 2021 by COB 17:00 PM.**

Quote must only be submitted in electronic format to the following email address:

[GuatemalaBids@state.gov](mailto:GuatemalaBids@state.gov)

QUOTES SENT BY ANY OTHER MEANS WILL NOT BE CONSIDERED FOR THIS SOLICITATION.

**11. Detail of Quote:**

For offers from overseas vendors, **please refer to shipping instructions** that will have to be met in the preparation of quote. Both, overseas and local quotes must include delivery to the place specified on this statement of work, as well as complete responsibility for installation and warranty of the equipment.

For Guatemalan companies, the quotation must be expressed in local currency (Quetzales) and must show the price breakdown: Net price + IVA = Full price.

**12. SHIPPING INSTRUCTIONS (FOR OVERSEAS VENDORS ONLY)**

- Shipping Terms: If a vendor overseas, vendor has one week after equipment had been cleared from customs for installation and equipment running.
- Vendor shall include proof of shipment method to meet the 6-weeks delivery with shipping time, customs clearance, installation and running equipment.
- The U.S. Embassy will NOT provide support in the clearance process nor a duty-free exemption, vendor shall be responsible for tax payment.
- This Shipment is DOOR TO DOOR.

See Terms for overseas Vendors:

OVERSEAS VENDORS	
ORIGIN COUNTRY	DESTINATION
OPEN	GUATEMALA CITY

LOCAL VENDORS	
ORIGIN	DESTINATION
GUATEMALA CITY	ADDRESS TO BE PROVIDED IN ZONE 15 BY INL POC

**SOLICITATION RFQ No. 19GT5021Q0013**  
**Information Technology Equipment Purchase and Delivery**

Item No.	Item Description	Qty	Net unit price (VAT not included)	VAT (IVA)	Unit price (VAT included)	Extended price (VAT included)
1.	<b>Forty six (46) Desktop computers equal or similar to Dell 7080 MFF with 23.8" monitor. Warranty 3 years.</b>	46				
2.	<b>Forty six (46) Portable Blue ray writer equal or similar to model: Samsung SE-506CB. Warranty 1 years.</b>	46				
3.	<b>Forty six (46) computer speakers equal or similar model: Logitech S150. Warranty 1 year</b>	46				
4.	<b>Forty six (46) UPS equal or similar to model: Triplite 900VA. Warranty 1 year</b>	46				
<b>TOTAL QUOTE</b> <b>Local vendors must express their offer in local currency (Quetzales)</b>						



**CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS AWARDED BY  
OVERSEAS CONTRACTING ACTIVITIES**

(Current thru FAC 2020-7 and FAC 2020-8, effective 08/13/2020)

**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: [Acquisition.gov](http://Acquisition.gov) this address is subject to change.

DOSAR clauses may be accessed at: <https://acquisition.gov/dosar>

**FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES**

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
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
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
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)	OCT 2018
52.225-19	Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only)	MAY 2020
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
52.246-26	REPORTING NON CONFORMING ITEMS	JUN 2020

The following clause is provided in full text:

52.212- 5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (AUG 2020)

(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) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ( [19 U.S.C. 3805 note](#))).

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

*[Contracting Officer check as appropriate.]*

\_\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUNE 2020), 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 (JUN 2020) ([41 U.S.C. 3509](#))).

\_\_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 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 (JUN 2020) (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. (JUN 2020) ([31 U.S.C. 6101 note](#)).

\_\_\_ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).

\_\_\_ (10) [Reserved].

\_\_\_ (11)

(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) ([15 U.S.C. 657a](#)).



- \_\_ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN2020) (E.O.13126).
- \_\_ (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- \_\_ (30)
- (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
- \_\_ (ii) Alternate I (FEB 1999) of [52.222-26](#).
- \_\_ (31)
- (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- \_\_ (ii) Alternate I (JUL 2014) of [52.222-35](#).
- \_\_ (32)
- (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
- \_\_ (ii) Alternate I (JUL 2014) of [52.222-36](#).
- \_\_ (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- \_\_ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- \_\_ (35)
- (i) [52.222-50](#), Combating Trafficking in Persons (JAN 2019) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- \_\_ (ii) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- \_\_ (36) [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](#).)
- \_\_ (37)
- (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ( [42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (ii) Alternate I (MAY 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- \_\_ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- \_\_ (40)
- (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- \_\_ (ii) Alternate I (OCT 2015) of [52.223-13](#).
- \_\_ (41)
- (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- \_\_ (ii) Alternate I (Jun2014) of [52.223-14](#).
- \_\_ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([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 (JUN 2020) (E.O. 13513).
  - \_\_\_ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
  - \_\_\_ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).
  - \_\_\_ (47)
- (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).
  - \_\_\_ (ii) Alternate I (JAN 2017) of [52.224-3](#).
  - \_\_\_ (48) [52.225-1](#), Buy American-Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
  - \_\_\_ (49)
- (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](#).
  - \_\_\_ (50) [52.225-5](#), Trade Agreements (OCT 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
  - \_\_\_ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
  - \_\_\_ (52) [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).
  - \_\_\_ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov2007) ([42 U.S.C. 5150](#)).
  - \_\_\_ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).
  - \_\_\_ (55) [52.229-12](#), Tax on Certain Foreign Procurements (JUN 2020).
  - \_\_\_ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (FEB 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
  - \_\_\_ (57) [52.232-30](#), Installment Payments for Commercial Items (Jan2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
  - \_\_\_ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([31 U.S.C. 3332](#)).
  - \_\_\_ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
  - \_\_\_ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).
  - \_\_\_ (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).
  - \_\_\_ (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

\_\_\_ (63)

(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](#).

\_\_\_ (iii) Alternate II (FEB 2006) 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 Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

\_\_\_ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (5) [52.222-51](#), 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](#)).

\_\_\_ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

\_\_\_ (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (DEC 2015).

\_\_\_ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_\_\_ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(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, as defined in FAR [2.101](#), on the date of award of this contract, 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 (JUN 2020) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([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 the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

(vii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

(x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(xi) [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](#).

(xii) [52.222-41](#), Service Contract Labor Standards (Aug2018) ([41 U.S.C. chapter 67](#)).

(xiii)

(A) [52.222-50](#), Combating Trafficking in Persons (JAN 2019) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(B) Alternate I (Mar2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O. 13627](#)).

(xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ([41 U.S.C. chapter 67](#)).

(xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY2014) ([41 U.S.C. chapter 67](#)).

(xvi) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (DEC 2015).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix)

(A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (JAN 2017) of [52.224-3](#).

(xx) [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](#)).

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxii) [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)

#### **52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Aug 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the

Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at [52.204-26](#), Covered

Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items.

(a) *Definitions.* As used in this provision—  
*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause [52.204-25](#), Prohibition on



Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal

Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It  will,  will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It  does,  does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained:

Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 Covered Telecommunications Equipment or Services-Representation  
(DEC 2019)

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) *Representation.* The Offeror represents that it  does,  does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

**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)	FEB 2015
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)	AUG 1999
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 POLICY AND PROCEDURES (FEB 2015)**

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Policy and Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert the substance of 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 Policy and Procedures may be accessed at: <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

(End of clause)