

Dhaka, Bangladesh

September 8, 2015

Dear Prospective Offeror/Quoter:

The American Embassy, Dhaka, Bangladesh, has a requirement for a contractor for ATS for Annex, American Embassy, Dhaka. You are invited to submit quotes. The Request for Quotations (RFQ) consists of the following sections:

1. Standard Form SF-18
2. Specifications of ATS
3. FAR & DOSAR Clauses

The Embassy plans to award a purchase order. You are encouraged to make your quote competitive. You are also cautioned against any collusion with other potential offerors in regard to price quotations to be submitted. The RFQ does not commit American Embassy, Dhaka, Bangladesh to make any award. The Embassy may cancel this RFQ or any part of it.

In order to obtain the solicitation package, please forward a request to e-mail: DhakaProc@state.gov. You can also download the solicitation package from the Embassy website: <http://dhaka.usembassy.gov> (under the Business Opportunities folder).

Please read the RFQ carefully, and if you are interested, submit your quotation. Return the completed SF-18 to the address shown in Block 5a of the SF-18 by **1600 hours on September 22, 2015**. Oral quotations will not be accepted.

Sincerely,

David Nickerson  
Contracting Officer

Enclosure: Specifications of items  
FAR & DOSAR Clauses

# Request for Quotations (RFQ)

<b>REQUEST FOR QUOTATIONS</b> <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ [ ] IS [x] IS NOT A SMALL BUSINESS- SMALL PURCHASE SET-ASIDE (52.219-4)			PAGE 1	OF 1	PAGES 13
1. REQUEST NO. <b>SBG30015Q1120</b>	2. DATE ISSUED <b>09/08/2015</b>	3. REQUISITION/PURCHASE REQUEST NO. <b>PR4681705</b>	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING		
5A. ISSUED BY <b>Procurement &amp; Contracting Section, Embassy Annex, Baridhara, Dhaka</b>				6. DELIVER BY (Date)			
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls)				7. DELIVERY			
NAME <b>Shahana Begum – Contracting Specialist</b> <b>Khan Jahan Ali – Procurement Manager</b>		TELEPHONE NUMBER AREA CODE NUMBER <b>5566-2128</b>		<input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)			
8. TO:				9. DESTINATION			
a. NAME		b. COMPANY		a. NAME OF CONSIGNEE			
c. STREET ADDRESS				b. STREET ADDRESS			
d. CITY		e. STATE		f. ZIP CODE		c. CITY	
						d. STATE e. ZIP CODE	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) <b>09/22/2015</b>		<b>IMPORTANT:</b> 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 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)		
X	Automatic Transfer Switch Requirements Amperage: 1500 or 1600A Voltage: 400V or higher, 3 pole Frequency: 50hz  Please see attached for details.  Date of commencement: Immediately after issuing a purchase order.	1	Set				
12 DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS NUMBER %		
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							
b. STREET ADDRESS				16. SIGNER			
c. COUNTY				a. NAME (Type or print)		b. TELEPHONE	
d. CITY		e. STATE		f. ZIP CODE		c. TITLE (Type or print)	
						AREA CODE NUMBER	

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition not usable

STANDARD FORM 18 (Rev. 6-95)  
Prescribed by GSA-FAR (48 CFR) 53.215-1(a)

**AUTOMATIC TRANSFER SWITCH (ATS) SPECIFICATION  
AMERICAN EMBASSY ANNEX  
DHAKA, BANGLADESH**

**PART 1 OVERALL**

**A**     Automatic Transfer Switch Requirements

Amperage: 1500 or 1600A  
Voltage: 400V or higher, 3 pole  
Frequency: 50hz

**B**     Purpose

The purpose of the ATS is to automatically transfer power output between two generator power sources.

The ATS will be installed indoors with appropriate environmental rating.

The ATS shall provide an automatic and manual means for transferring loads to an alternate source in the event of a power source failure.

The ATS shall have a double throw power transfer switch mechanism and a microprocessor controller to provide automatic operation. The transfer switch and controller shall be the product of the same manufacturer.

**C**     Quality

The ATS shall be completely assembled and undergo a functional test procedure before shipment. This test shall be documented and included with the ATS.

The automatic transfer switches and controls shall conform to the requirements of:

- A.** UL 1008 - Standard for Transfer Switch Equipment
- B.** CSA certified to CSA 22.2 No. 178 – 1978 Automatic Transfer Switches
- C.** IEC 60947-6-1 Low-voltage Switchgear and Controlgear; Multifunction equipment; Automatic Transfer Switching Equipment
- D.** NFPA 70 - National Electrical Code
- E.** NFPA 99 - Essential Electrical Systems for Health Care Facilities
- F.** NFPA 110 - Emergency and Standby Power Systems
- G.** IEEE Standard 446 - IEEE Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications
- H.** NEMA Standard ICS10-1993 (formerly ICS2-447) - AC Automatic Transfer Switches
- I.** UL 508 Industrial Control Equipment

**D**     Warranty

The transfer switch shall be warranted to be manufactured and delivered free from defects in material and workmanship for a period of twelve (12) months after date of shipment.

**PART 2 REQUIREMENTS**

**A**     General

All components shall be new and free of defects.

All components used in UL-labeled Automatic Transfer Switches shall be UL-listed or recognized.

- B Enclosure  
Enclosure shall be NEMA Type 1, wall-mount or free-standing, with cable entry from the bottom.  
Enclosure shall have a front access door and fully serviceable from the front.  
Enclosure shall have a full gasket for protecting against foreign debris.
- C Switching Device  
The ATS switching device shall be 3-position and rated for on-load switching.  
The switching device shall have a current rating greater than or equal to the overall switch rating.
- D Switching Handle  
The ATS handle shall have the appropriate NEMA rating to maintain the overall enclosure rating.
- E Lugs  
Lugs for permanent conductors shall be aluminum, dual rated, with a mechanical screw.  
Lugs for field wiring shall be sized at a minimum 125% of the transfer switch's rated ampacity.

### **PART 3 DETAILS**

#### **1. Acceptable Manufacturers**

The Automatic transfer switch shall be ASCO 7000 Series or approved equal. Any alternate shall be submitted for approval to the CO. Alternate bids must list any deviations from this specification.

#### **1.01 Mechanically Held Transfer Switch**

- A. The transfer switch shall be electrically operated and mechanically held. The electrical operator shall be a momentarily energized, single-solenoid mechanism. Main operators which include overcurrent disconnect devices, linear motors or gears shall not be acceptable. The switch shall be mechanically interlocked to ensure only two possible positions, normal or emergency.
- B. The switch shall be positively locked and unaffected by momentary outages, so that contact pressure is maintained at a constant value and contact temperature rise is minimized for maximum reliability and operating life.
- C. All main contacts shall be silver composition. The ATS shall have segmented, blow-on construction for high withstand and close-on capability and be protected by separate arcing contacts.
- D. Inspection of all contacts shall be possible from the front of the switch without disassembly of operating linkages and without disconnection of power conductors. The ATS shall have front removable and replaceable contacts. All stationary and moveable contacts shall be replaceable without removing power conductors and/or bus bars.
- E. Designs utilizing components of molded-case circuit breakers, contactors, or parts thereof, which are not intended for continuous duty, repetitive switching or transfer between two active power sources are not acceptable.
- F. The neutral conductor plate with fully rated AL-CU pressure connectors shall be provided.

#### **1.02 Microprocessor Controller**

- A. The controller's sensing and logic shall be provided by a single built-in microprocessor for maximum reliability, minimum maintenance, and the ability to communicate serially through an optional serial communication module.
- B. A single controller shall provide twelve selectable nominal voltages for maximum application flexibility and minimal spare part requirements. Voltage sensing shall be true RMS type and shall be accurate to  $\pm 1\%$  of nominal voltage. Frequency sensing shall be accurate to  $\pm 0.2\%$ . The panel shall be capable of operating over a temperature range of -20 to +60 degrees C and storage from -55 to +85 degrees C.

- C. The controller shall be connected to the transfer switch by an interconnecting wiring harness. The harness shall include a keyed disconnect plug to enable the controller to be disconnected from the transfer switch for routine maintenance. Sensing and control logic shall be provided on multi-layer printed circuit boards. Interfacing relays shall be industrial grade plug-in type with dust covers. The panel shall be enclosed with a protective cover and be mounted separately from the transfer switch unit for safety and ease of maintenance. The protective cover shall include a built-in pocket for storage of the operator's manuals.
- D. All customer connections shall be wired to a common terminal block to simplify field-wiring connections.

**1.03 Enclosure**

- A. The ATS shall be furnished in a Type 1 enclosure.
- B. All standard and optional door-mounted switches and pilot lights shall be 16-mm industrial grade type or equivalent for easy viewing & replacement. Door controls shall be provided on a separate removable plate, which can be supplied loose for open type units.

**PART 4 OPERATION**

**1.01 Controller Display and Keypad**

- A. An LCD display and keypad shall be an integral part of the controller for viewing all available data and setting desired operational parameters. Operational parameters shall also be available for viewing and limited control through the serial communications input port. The following parameters shall only be adjustable via DIP switches on the controller:
  1. Nominal line voltage and frequency
  2. Single or three phase sensing
  3. Operating parameter protection
  4. Transfer operating mode configuration  
(Open transition, Closed transition, or Delayed transition)

All instructions and controller settings shall be easily accessible, readable and accomplished without the use of codes, calculations, or instruction manuals.

**1.02 Voltage, Frequency and Phase Rotation Sensing**

- A. Voltage and frequency on both the normal and emergency sources (as noted below) shall be continuously monitored, with the following pickup, dropout, and trip setting capabilities (values shown as % of nominal unless otherwise specified):

<u>Parameter</u>	<u>Sources</u>	<u>Dropout / Trip</u>	<u>Pickup / Reset</u>
Undervoltage	N&E,3φ	70 to 98%	85 to 100%
Overvoltage	N&E,3φ	102 to 115%	2% below trip
Underfrequency	N&E	85 to 98%	90 to 100%
Overfrequency	N&E	102 to 110%	2% below trip
Voltage unbalance	N&E	5 to 20%	1% below dropout

- B. Repetitive accuracy of all settings shall be within  $\pm 0.5\%$  over an operating temperature range of -20°C to 60°C.
- C. Voltage and frequency settings shall be field adjustable in 1% increments either locally with the display and keypad or remotely via serial communications port access.
- D. The controller shall be capable (when activated by the keypad or through the serial port) of sensing the phase rotation of both the normal and emergency sources. The source shall be considered unacceptable if the phase rotation is not the preferred rotation selected (ABC or CBA).
- E. Source status screens shall be provided for both normal & emergency to provide digital readout of voltage on all 3 phases, frequency, and phase rotation.
- F. The controller shall include a user selectable algorithm to prevent repeated transfer cycling to a source on an installation which experiences primary side, single phase failures on a Grounded Wye – Grounded Wye transformer which regenerates voltage when unloaded. The algorithm shall also inhibit retransfer to the normal (utility) source upon detection of a single phasing condition until a dedicated timer expires, the alternate source fails, or the normal source fails completely and is restored during this time delay period. The time delays associated with this feature shall be adjustable by the user through the controller keypad and LCD.

**1.03 Time Delays**

- A. An adjustable time delay of 0 to 6 seconds shall be provided to override momentary normal source outages and delay all transfer and engine starting signals. Capability shall be provided to extend this time delay to 60 minutes by providing an external 24 VDC power supply.

- B. A time delay shall be provided on transfer to emergency, adjustable from 0 to 60 minutes, for controlled timing of transfer of loads to emergency.
- C. Two time delay modes (which are independently adjustable) shall be provided on re-transfer to normal. One time delay shall be for actual normal power failures and the other for the test mode function. The time delays shall be adjustable from 0 to 60 minutes. Time delay shall be automatically bypassed if the emergency source fails and the normal source is acceptable.
- D. A time delay shall be provided on shut down of engine generator for cool down, adjustable from 0 to 60 minutes.
- E. A time delay activated output signal shall also be provided to drive an external relay(s) for selective load disconnect control. The controller shall have the ability to activate an adjustable 0 to 5 minute time delay in any of the following modes:
  1. Prior to transfer only.
  2. Prior to and after transfer.
  3. Normal to emergency only.
  4. Emergency to normal only.
  5. Normal to emergency and emergency to normal.
  6. All transfer conditions or only when both sources are available.
- F. The controller shall also include the following built-in time delays for optional Closed Transition and Delayed Transition operation:
  1. 1 to 5 minute time delay on failure to synchronize normal and emergency sources prior to closed transition transfer.
  2. 0.1 to 9.99 second time delay on an extended parallel condition of both power sources during closed transition operation.
  3. 0 to 5 minute time delay for the load disconnect position for delayed transition operation.
- G. All time delays shall be adjustable in 1 second increments, except the extended parallel time, which shall be adjustable in .01 second increments.
- H. All time delays shall be adjustable by using the LCD display and keypad or with a remote device connected to the serial communications port.

#### 1.04 Additional Features

- A. A three position momentary-type test switch shall be provided for the *test / automatic / reset* modes. The test position will simulate a normal source failure. The reset position shall bypass the time delays on either transfer to emergency or retransfer to normal.
- B. A SPDT contact, rated 5 amps at 30 VDC, shall be provided for a low-voltage engine start signal. The start signal shall prevent dry cranking of the engine by requiring the generator set to reach proper output, and run for the duration of the cool down setting, regardless of whether the normal source restores before the load is transferred.
- C. Auxiliary contacts, rated 10 amps, 250 VAC shall be provided consisting of one contact, closed when the ATS is connected to the normal source and one contact closed, when the ATS is connected to the emergency source.
- D. LED indicating lights shall be provided; one to indicate when the ATS is connected to the normal source (green) and one to indicate when the ATS is connected to the emergency source (red).
- E. LED indicating lights shall be provided and energized by controller outputs. The lights shall provide true source availability of the normal and emergency sources, as determined by the voltage sensing trip and reset settings for each source.  
**The following features shall be built-in to the controller, but capable of being activated through keypad programming or the serial port only when required by the user:**
- F. Provide the ability to select “commit/no commit to transfer” to determine whether the load should be transferred to the emergency generator if the normal source restores before the generator is ready to accept the load.
- G. An Inphase monitor shall be provided in the controller. The monitor shall control transfer so that motor load inrush currents do not exceed normal starting currents, and shall not require external

control of power sources. The inphase monitor shall be specifically designed for and be the product of the ATS manufacturer. The inphase monitor shall be equal to ASCO Feature 27.

- H. The controller shall be capable of accepting a normally open contact that will allow the transfer switch to function in a non-automatic mode using an external control device.
- I. **Engine Exerciser** - The controller shall provide an internal engine exerciser. The engine exerciser shall allow the user to program up to seven different exercise routines. For each routine, the user shall be able to:
  - 1. Enable or disable the routine.
  - 2. Enable or disable transfer of the load during routine.
  - 3. Set the start time, .
    - time of day
    - day of week
    - week of month (1st, 2nd, 3rd, 4th, alternate or every)
  - 4. Set the duration of the run.

At the end of the specified duration the switch shall transfer the load back to normal and run the generator for the specified cool down period. A 10-year life battery that supplies power to the real time clock in the event of a power loss will maintain all time and date information.

**The following feature shall be built - into the controller, but capable of being activated through keypad programming or the communications interface port.**

**Note: The transfer switch will operate in a non-automatic mode with this feature activated.**

- J. Terminals shall be provided for a remote contact which opens to signal the ATS to transfer to emergency and for remote contacts which open to inhibit transfer to emergency and/or retransfer to normal. Both of these inhibit signals can be activated through the keypad or serial port.
- K. **System Status** - The controller LCD display shall include a "System Status" screen which shall be readily accessible from any point in the menu by depressing the "ESC" key a maximum of two times. This screen shall display a clear description of the active operating sequence and switch position. For example,

*Normal Failed*  
*Load on Normal*  
*TD Normal to Emerg*  
*2min15s*

Controllers that require multiple screens to determine system status or display "coded" system status messages, which must be explained by references in the operator's manual, are not permissible.

- L. **Self Diagnostics** - The controller shall contain a diagnostic screen for the purpose of detecting system errors. This screen shall provide information on the status input signals to the controller which may be preventing load transfer commands from being completed.

## **PART 5 ADDITIONAL REQUIREMENTS**

### **1.01 Withstand and Closing Ratings**

- A. The ATS shall be rated to close on and withstand the available RMS symmetrical short circuit current at the ATS terminals with the type of overcurrent protection located on site.
- B. The ATS shall be UL listed in accordance with UL 1008 and be labeled in accordance with that standard's 0.025 and 0.05 second, time based ratings. ATSs which are not tested and labeled with time based ratings and have series, or specific breaker ratings only, are not acceptable.

### **1.02 Tests and Certification**

- A. The complete ATS shall be factory tested to ensure proper operation of the individual components and correct overall sequence of operation and to ensure that the operating transfer time, voltage, frequency and time delay settings are in compliance with the specification requirements.
- B. Upon request, the manufacturer shall provide a notarized letter certifying compliance with all of the requirements of this specification including compliance with the above codes and standards, and withstand and closing ratings. The certification shall identify, by serial number(s), the equipment involved. No exceptions to the specifications, other than those stipulated at the time of the submittal, shall be included in the certification.
- C. The ATS manufacturer shall be certified to ISO 9001:2008 International Quality Standard and the manufacturer shall have third party certification verifying quality assurance in design/development, production, installation and servicing in accordance with ISO 9001:2008

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

(Current thru FAC 2005-73-75)

**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>

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

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
52.204-9	Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system)	JAN 2011
52.212-4	Contract Terms and Conditions – Commercial Items (Alternate I (MAY 2014) of 52.212-4 applies if the order is time-and-materials or labor-hour)	MAY 2014
52.225-19	Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only)	MAR 2008
52.227-19	Commercial Computer Software License (if order is for software)	DEC 2007
52.228-3	Workers' Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance)	JUL 2014
52.228-4	Workers' Compensation and War-Hazard Insurance (if order is for services and contractor employees are <u>not</u> covered by Defense Base Act insurance)	APR 1984

The following clause is provided in full text:

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2014)**

(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)"(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

**[Contracting Officer: check as appropriate.]**

- \_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- \_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
- \_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- \_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- \_\_\_ (5) [Reserved].
- \_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- \_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (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. (Aug 2013) (31 U.S.C. 6101 note).
- \_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- \_\_\_ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- \_\_\_ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- \_\_\_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- \_\_\_ (13) [Reserved]
- \_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Nov 2011).
- \_\_\_ (iii) Alternate II (Nov 2011).
- \_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (May 2014) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).
- \_\_\_ (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.
- \_\_\_ (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—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 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.
- \_\_\_ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (23) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

- \_\_ (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- \_\_ (27) 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)).
- \_\_ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- \_\_ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- \_\_ (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- \_\_ (32) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- \_\_ (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- \_\_ (34) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- \_\_ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_ (36) 52.222-54, Employment Eligibility Verification (AUG 2013). (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)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O. 13423 and 13514).
- \_\_ (ii) Alternate I (Jun 2014) of 52.223-13.
- \_\_ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (E.O. 13423 and 13514).
- \_\_ (ii) Alternate I (Jun 2014) of 52.223-14.
- \_\_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- \_\_ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O. 13423 and 13514).
- \_\_ (ii) Alternate I (Jun 2014) of 52.223-16.
- \_\_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- \_\_ (43) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).
- \_\_ (44)(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.
- \_\_ (45) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- \_\_ (46) 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).
- \_\_ (47) 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).
- \_\_ (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_ (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_ (50) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

— (51) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

— (52) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

— (53) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

— (54) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

— (55) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

— (56)(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 Labor Standards (May 2014) (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) (May 2014) (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) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O.13495).

— (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

— (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) (41 U.S.C. 3509).
  - (ii) 52.219-8, Utilization of Small Business Concerns (May 2014) (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 (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) 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 Labor Standards (May 2014) (41 U.S.C. chapter 67).
  - (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 Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
  - (xi) 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).
  - (xii) 52.222-54, Employment Eligibility Verification (AUG 2013).
  - (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 (May 2014) (42 U.S.C. 1792). 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**

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
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	SEP 2007

	information technology resources or services in which the contractor will have physical or electronic access to Department information that directly supports the mission of the Department)	
652.242-70	Contracting Officer's Representative (if a COR will be 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/m/ds/rls/rpt/c21664.htm>.

(End of clause)