

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER
PR4571957

PAGE 1 OF 11

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NUMBER 5. SOLICITATION NUMBER PR4571957 6. SOLICITATION ISSUE DATE August 06, 2015

7. FOR SOLICITATION INFORMATION CALL:  a. NAME Wendy Washington b. TELEPHONE NUMBER (No collect calls) 971-2-414-2441 8. OFFER DUE DATE/ LOCAL TIME August 23, 2015 at 2 P.M (local time)

9. ISSUED BY Contracting Office U.S. Embassy P.O. Box 4009, Abu Dhabi, U.A.E. CODE [] 10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: ____ % FOR: SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS HUBZONE SMALL BUSINESS (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS EDWOSB 8 (A) SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE 12. DISCOUNT TERMS 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION RFQ IFB RFP

15. DELIVER TO Contracting Office U.S. Embassy P.O. Box 4009, Abu Dhabi, U.A.E. CODE [] 16. ADMINISTERED BY Contracting Office U.S. Embassy P.O. Box 4009, Abu Dhabi, U.A.E. CODE []

17a. CONTRACTOR/OFFERER CODE [] FACILITY CODE [] 18a. PAYMENT WILL BE MADE BY Financial Management Center U.S. Embassy P.O. Box, Abu Dhabi United Arab Emirates CODE [] TELEPHONE NO. []

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Raised Floor Installation Services. (See Schedule pg 3-9)	1	LS		

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (Type or print) Wendy M. Washington 31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1.	Installation of Government Furnished raised flooring system to replace existing system in the Embassy per attached SOW.	675	Sq.mtr		

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/>		
38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY			
41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (<i>Location</i>)	
				42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK

REQUEST FOR QUOTATION
US Embassy Abu Dhabi, United Arab Emirates
Procurement Request No.: PR4570681

U.S. Embassy Abu Dhabi would like to get competitive quotes for the Raised Floor Installation, as per the scope of work provided below, for door delivery to the U.S. Embassy, Embassies District, Street No. 18, Airport Road, Abu Dhabi, United Arab Emirates.

In order for a quotation to be considered, you must complete and submit the following:

1. Standard Form 1449 (Duly filled and signed)
2. Work Method Statement.
3. Other documents, if any, as required in the Scope of Work.

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

Quotation can be submitted electronically via e-mail to AllenRG@state.gov or fax +971-2-414-2696. RFQ closing date is on **August 23, 2015 at 2:00pm (local time)**. No quotations will be accepted after this time. Direct any questions regarding this solicitation to **Rhonda Allen** by email at AllenRG@state.gov or by telephone at +971-2-414-2285.

SCOPE OF WORK

1.0 INTRODUCTION

- a) Embassy of the United States of America, Abu Dhabi (Embassy) requires services of a Contractor to perform work of installing raised floor tiles inside the Embassy compound. The raised floor tiles and supporting hardware shall be Govt. Furnished Item (GFI).
- b) The requirement consists of removing & salvaging existing carpet tiles, removing existing raised floor tiles, replacing raised floor tiles with new and re-installing salvaged carpet tiles in common spaces such as hallways.
- c) Estimated total quantity of the requirement is 675 Square meters (SqM). See “Schedule of Quantities” section for quantities of carpet in common spaces and offices. The Contractor shall be paid on the basis of measured finish carpet surface area.

2.0 GENERAL REQUIREMENTS

- a) The Embassy shall provide floor tiles, hardware, and adhesive needed to complete the work described in this statement of work (SOW).

- b) The Contractor shall provide labor, tools and other supplies needed to complete the work described in this SOW.
- c) The Contractor shall have all local permits to operate as a general contractor for buildings construction and/or maintenance or specialist installer of the raised floor systems.
- d) The Contractor shall carry out activities in a manner that will allow access to the Embassy facilities at all times. Activities in the work areas shall be sequenced in multiple phases wherein quantity of finish surface area in each phase shall be in the range of 100 Sqm.
- e) The Contractor shall perform work in a manner that will allow conduct of business of the Embassy without discomfort to the occupants. Work may be scheduled on weekends / holidays and outside the normal business hours on work days. Normal business hours of the Embassy are 8:30 AM to 5:00 PM Sunday through Thursday.
- f) The Contractor shall survey site during solicitation phase and submit technical proposal with method statement covering sequencing, materials, quality control, safety management and past performance. The past performance shall include list of similar work done.
- g) The Contractor shall perform work in diligent manner and achieve completion within the specified performance period.

3.0 CONTRACT ADMINISTRATION

- a) The Contractor shall not perform work that is outside the SOW unless directed in writing by the Contracting Officer (CO). Any work done by the Contractor outside the SOW without direction from the CO will be at the Contractor's own risk and at no cost to the Embassy.
- b) The CO shall provide a Notice to Proceed (NTP) to begin performance of work after the contract award.
- c) Facility Manager at the Embassy of his nominee shall be designated as Contracting Officer's Representative (COR) for administration of this contract. The COR shall coordinate schedule for each phase, approve technical submittals, inspect work, monitor progress, accept completed work, review invoices, review change orders, and issue/receive Government Furnished Items. The COR has the authority to direct the Contractor to stop performance of work if unsafe work conditions are observed.

4.0 RESPONSIBILITY OF THE CONTRACTOR

- a) The Contractor shall bear complete responsibility for management of raised floor installation work at site. The Contractor shall assign a Project Coordinator (PC) to represent the Contractor at site and to manage the performance of work during currency

of the contract. The PC shall have adequate English language skills to be able to communicate with CO and COR.

- b) The Contractor shall bear complete responsibility and management control for the sub-contracted services and shall not depute the sub-contractor to represent the Contractor in dealings with the Embassy.
- c) The Contractor shall bear complete responsibility for safe performance of work at site and comply with all local laws pertaining to construction labor and safety. In addition, the safety requirements relative to this SOW as contained in the USACE Manual EM 385-1-1 shall apply. In case of a conflict between the local laws and the requirements of EM 385-1-1, the stringent of the two shall apply. A soft copy of the USACE Manual EM 385-1-1 is available in the following link:
http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1_English_2003.pdf
- d) The Contractor shall prepare and implement a safety management plan specific to the SOW based on hazards analyses of the activities. A copy of the safety management plan shall be provided to the COR for reference. The Contractor shall promptly report all mishaps / accidents at site to the COR.
- e) The Contractor shall prepare and institute a quality management plan specific to the SOW. The plan shall describe the standard operating procedures for technical approvals, procurement actions, site inspections, testing and corrective actions. The A copy of the quality management plan shall be provided to the COR for reference.
- f) The Contractor shall comply with security requirements and be responsible for conduct of employees and subcontractors at work site.
- g) The Contractor shall be liable for the damages caused by the Contractor's negligent performance of any of the services furnished under this contract.
- h) The Contractor shall provide warranty for workmanship and materials for 12 months from the date of final completion.

5.0 EXECUTION OF WORK AT SITE

- a) The COR and the Contractor shall review the method statement submitted with the technical proposal, before the contract award, and agree to a sequencing and phasing plan. The Contractor shall begin activities in a phase after ensuring availability of material and tools.
- b) The Contractor shall neatly stage materials and tools in a designated location. No tools and materials shall be left in work area at the end of work-day. Keep the work areas clear of hindrances, trip hazards, and unused materials at all times. The Contractor shall be responsible for safe-keeping of materials and tools equipment at site. Move floor tiles and hardware materials from storage area to work area as needed for accomplishing work each day. Store materials under conditions recommended by manufacturer.
- c) The Contractor shall not damage any fixed property and provide temporary protective covers in a manner acceptable to COR. The Contractor shall, prior to starting removal of existing raised flooring, remove and salvage the carpet tiles for re-use. The Contractor shall move & cover furniture, and other moveable items away from work area. Following completion of floor replacement in each phase, the Contractor shall re-install carpet tiles and remove covers, clean the fixtures with approved method and return the furniture and artwork to their original position.
- d) If the Contractor spills any adhesive, or in any way soils the walls or other furnishings, the Contractor shall clean up using a specialist at the Contractor's expense.
- e) The Contractor shall contain debris including old floor tiles, hardware, empty cardboard containers, adhesive rollers, plastic sheets, etc. in a construction dumpster and legally dispose the debris.
- f) The Contractor shall remove temporary covers and vacuum clean the work site as acceptable to the COR after completion of each phase of work.
- g) Temporary power and water required for the work shall be provided by the Embassy.

6.0 SPECIFICATIONS

- a) General specifications of the GFI flooring system: Manufacturer TATE, Model ConCor1500, adjustable pedestal head, bolted stringers, pedestals and adhesive for pedestals.
- b) Flooring shall be installed by trained installers trained in the installation of raised flooring systems in projects of similar size and scope specified herein.
- c) Prior to the installation, and at the COR's direction, meet at the project site to review installation procedures, coordination with other elements, special details and conditions, standard of workmanship, and other pertinent topics related to the work. Examine existing installation and install sample of new tiles for review and agreement on methods of work performance.

- d) Raised flooring replacement work activities shall include removal of old carpet, removal and disposal of old raised flooring tiles and hardware, installation of new raised flooring system and installation of old carpet tiles. Remove old flooring and place in dumpster for disposal. Clean under-floor surface with vacuum cleaning to remove dust, dirt, and other such items. Scrape old glue from the under-floor surface. The floor surface to receive new pedestals shall be smooth, free from loose particles or any foreign materials. Examine the substrates, adjoining construction and the conditions under which the Work is to be installed. Do not proceed with the Work until unsatisfactory conditions have been corrected.
- e) Layout of the flooring shall match the existing layout. Pedestal base layout, and quantity, shall be such that when each access floor panel is placed it shall be supported on all 4 edges with stringers and on all 4 corners by no fewer than 4 pedestals. Install pedestal bases in adhesive with pedestal assembly perpendicular to the plane of the raised floor panel surface. Install pedestals in accordance with pedestal manufacturer's written instructions. Provide additional pedestals at cutouts to support loads as specified.
- f) Bolt stringers to pedestal heads according to the access floor system manufacturer's instructions.
- g) Install floor panels in areas identified by COR. Scribe and cut floor panels to provide a close fit with no voids greater than 3 mm where floor panels abut vertical surfaces. Cutting of the floor panels shall be in strict accordance with the manufacturer's instructions for the retention of the panels' structural integrity and the panels' ability to properly support and receive subsequent raised floor power / telecommunication service boxes and modular integrated terminals.
- h) Perform cutting and trimming or other dirt-or-debris-producing operations as remotely as possible from installation area and in a manner to prevent contamination of subfloor surfaces.
- i) Finished installation shall be level within +/- 1.5 mm in 3000 mm and +/- 2.54 mm over the entire floor area, free of metal bindings, cracks or open joints.
- j) Make completed installation sturdy, rigid, firm and free from vibration, rocking, rattles, squeaks or other noises.
- k) Coordinate cutouts in panels for electrical and mechanical service boxes with the existing locations. Service boxes will be removed and installed by the Embassy FM technicians.
- l) After completion of floor panels, clean the surface completely and install salvaged carpet tiles. Dry-fit cut tiles and apply adhesive to tile back after checking fitting. Butt carpet tile tightly together to form seams without gaps or entrapped pile yarns and aligned with adjoining tiles.

- m) Lay carpet tiles in a Quarter Turn pattern as per existing carpet installation and as agreed during sample installation. Install edge strip at every location where edge of carpet is exposed to traffic, unless otherwise directed.
- n) As the carpeting is installed, remove and dispose of all trimmings from each area as it is completed. Vacuum carpeting with a commercial vacuum, having a cylindrical brush or beater bar and high suction. Remove adhesives, stains and soil spots in accordance with the carpet manufacturer's recommendations.

7.0 DELIVERABLE SCHEDULE

- a) The Contractor shall commence work under this contract promptly, execute the work diligently, and achieve final completion and acceptance including final cleanup of the premises within the contract period specified.
- b) Total period of performance shall be 8 weeks from the date of NTP.

8.0 SECURITY REQUIREMENTS

- a) The Contractor shall, after award of the contract, provide information on each employee who will be working at the Embassy site under the contract. Contractor shall include a list of workers and supervisors assigned to this project. Furnish passport copy, residence visa / work visa copy, and completed Form DS-174 for each of the personnel to facilitate clearance by Embassy security office. Security office will run background checks on these individuals. It is anticipated that it will take four (4) weeks to perform the background checks. Each of the personnel will be required to obtain local police clearance certificate as part of the background checks. The Embassy shall provide necessary request letter addressed to the police department.
- b) Certain work areas identified as CAA in the Embassy will require a security escort and can only be entered during scheduled times. The Contractor shall coordinate with COR for work schedule in these areas. The security office will provide the security requirements. The Contractor shall provide workers general work instructions to avoid accidental security violations.
- c) The Contractor shall coordinate material and equipment deliveries with the COR who in turn will coordinate it with the Embassy security office for access approval. The Contractor shall provide vehicle and delivery personnel information in advance.

9.0 PAYMENTS

- a) This is fixed unit rate and measurable quantity based contract. The Contractor shall submit monthly progress payment request on the basis of work completed. The COR will review and recommend the invoice for payment.
- b) The Contractor shall specifically identify the last invoice as "Final Invoice." The final invoice shall include the remaining payment claimed to be due under the base contract and all modifications issued, if any. The final invoice shall also have the Contractor's Release of Claims Certificate and the Workmanship Warranty attached.

10.0 SCHEDULE OF QUANTITIES

- a) Schedule of quantities on the basis of locations:

Item	Description	Unit	Quantity	Rate AED	Total AED
1	Common public spaces such as hallways	Sqm	600		
2	Common public spaces such as Gym	Sqm	75		
	TOTAL AED				

--END OF STATEMENT OF WORK--

**CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS
AWARDED BY OVERSEAS CONTRACTING ACTIVITIES
(Current thru FAC 2005-69)**

COMMERCIAL ITEMS

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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

NUMBER	TITLE	DATE
52.204-9	Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system)	JAN 2011
52.212-4	Contract Terms and Conditions – Commercial Items	SEPT 2013

	(Alternate I (OCT 2008) of 52.212-4 applies if the order is time-and-materials or labor-hour)	
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
52.225-25	Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran – Representation and Certification (applies to acquisitions above the micropurchase threshold)	DEC 2012
52.227-19	Commercial Computer Software License (if order is for software)	DEC 2007
52.228-3	Workers’ Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance)	APR 1984
52.228-4	Workers’ Compensation and War-Hazard Insurance (if order is for services and contractor employees are <u>not</u> covered by Defense Base Act insurance)	APR 1984

The following clause is provided in full text:

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

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

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

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

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

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

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

X (1) 52.203-6, *Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).*

___ (2) 52.203-13, *Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).*

___ (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.)*

X (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) 52.204-11, *American Recovery and Reinvestment Act—Reporting Requirements* (Jul 2010) (Pub. L. 111-5).

— (6) 52.209-6, *Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment*. (Aug 2013) (31 U.S.C. 6101 note).

X (7) 52.209-9, *Updates of Publicly Available Information Regarding Responsibility Matters* (Jul 2013) (41 U.S.C. 2313).

— (8) 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).

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

— (10) 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).

— (11) [Reserved]

— (12)(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).

— (13)(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.

— (14) 52.219-8, *Utilization of Small Business Concerns* (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

— (15)(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.

— (16) 52.219-13, *Notice of Set-Aside of Orders* (Nov 2011)(15 U.S.C. 644(r)).

— (17) 52.219-14, *Limitations on Subcontracting* (Nov 2011) (15 U.S.C. 637(a)(14)).

— (18) 52.219-16, *Liquidated Damages—Subcontracting Plan* (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

— (19)(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*.
- ___ (20) 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)*.
- ___ (21) 52.219-26, *Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323)*.
- ___ (22) 52.219-27, *Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f)*.
- ___ (23) 52.219-28, *Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2))*.
- ___ (24) 52.219-29, *Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m))*.
- ___ (25) 52.219-30, *Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m))*.
- ___ (26) 52.222-3, *Convict Labor (June 2003) (E.O. 11755)*.
- X (27) 52.222-19, *Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126)*.
- ___ (28) 52.222-21, *Prohibition of Segregated Facilities (Feb 1999)*.
- ___ (29) 52.222-26, *Equal Opportunity (Mar 2007) (E.O. 11246)*.
- ___ (30) 52.222-35, *Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212)*.
- ___ (31) 52.222-36, *Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793)*.
- X (32) 52.222-37, *Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212)*.
- ___ (33) 52.222-40, *Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496)*.
- ___ (34) 52.222-54, *Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)*
- ___ (35)(i) 52.223-9, *Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii))*. (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) *Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C))*. (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) 52.223-15, *Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)*.
- ___ (37)(i) 52.223-16, *IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423)*.
- ___ (ii) *Alternate I (DEC 2007) of 52.223-16*.
- X (38) 52.223-18, *Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513)*.

- __ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- __ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- __ (ii) Alternate I (Mar 2012) of 52.225-3.
- __ (iii) Alternate II (Mar 2012) of 52.225-3.
- __ (iv) Alternate III (Nov 2012) of 52.225-3.
- __ (41) 52.225-5, Trade Agreements (SEPT 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- __ (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- __ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- __ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- __ (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- __ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- __ (49) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- __ (50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).
- __ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- __ (52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- __ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- __ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

— (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

— (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

— (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

— (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, *et seq.*).

— (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

— (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

— (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

— (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

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

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

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (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 Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

(End of clause)