

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

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

1. REQUISITION NUMBER  
PR2546576

PAGE 1 OF 6

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE <b>June 30, 2013</b>
7. FOR SOLICITATION INFORMATION CALL: 		a. NAME Mary LoFrisco-McClure	b. TELEPHONE NUMBER (No collect calls) 02-414-2582	8. OFFER DUE DATE/ LOCAL TIME <b>July 10, 2013 at 1700 (EST)</b>

9. ISSUED BY Contracting Office U.S. Embassy P.O. Box 4009, Abu Dhabi, U.A.E.	CODE	10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) SIZE STANDARD:	<input type="checkbox"/> SET ASIDE: ____ % FOR:
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> 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
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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.				

<input type="checkbox"/> 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 <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Mechanical Materials for Mutli-Purpose Room Modification in U.S. Embassy Abu Dhabi in the United Arab Emirates (See Schedule).  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>3</u> 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.	<input type="checkbox"/> 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:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) Mary LoFrisco-McClure	31c. DATE SIGNED 06/30/2013
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1.	MODULAR FAN TERMINAL UNIT, MAKE:YORK (JOHNSON CONTROL), TYPE: MFT B (300 CFM/FILTER SIZE 9.5"X21.5"X1")	1	Each		
2.	MODULAR INTEGRATED TERMINALS.(COMPLETE MIT G BOX WITH ALL ASSECORIES), MAKE: YORK, MODEL:MIT G BOXES	5	Each		
3.	MODULAR INTEGRATED TERMINALS.(COMPLETE MIT CNS BOX WITH ALL ASSECORIES), MAKE: YORK, MODEL:MIT CNS BOX, ORDER NO:01-187589-38-01,03	6	Each		
4.	CO2 TRANSMITER WITH TEMPERATURE OUT PUT, MAKE: JOHNSON CONTROLS, MODEL:CD-WA0-00-0, CAT NO (CODE 128)	2	Each		
5.	VARIABLE AIR VOLUME UNIT, MODEL:D3001 (SINGLE DUCT), MAKE: NAILOR, SPECIFICATIONS:PRIMARY L/S-116, INLET-251MM OUTLET -356X318	1	Each		
6.	POWER CONTROL MODULE, MAKE:MAMAC SYSTEM, MODEL:PCM 010, INPUT/120/240/277 VAC,50/60HZ 100VA CLASS 2 WIRING	2	Each		

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		42b. RECEIVED AT ( <i>Location</i> )			
		41c. DATE		42c. DATE REC'D ( <i>YY/MM/DD</i> )	
				42d. TOTAL CONTAINERS	

**REQUEST FOR QUOTATION**  
**US Embassy Abu Dhabi, United Arab Emirates**  
**Procurement Request No.: PR2353256**

U.S. Embassy Abu Dhabi would like to get competitive quotes for the following brand name specific descriptions no later than by close of business (EST) July 10, 2013. The purchase order will be awarded to the lowest priced technically acceptable offer received on the specified date and time.

- 1 ea MODULAR FAN TERMINAL UNIT, MAKE:YORK (JOHNSON CONTROL), TYPE: MFT B (300 CFM/FILTER SIZE 9.5"X21.5"X1")
- 5 ea MODULAR INTEGRATED TERMINALS.(COMPLETE MIT G BOX WITH ALL ASSECORIES), MAKE: YORK, MODEL:MIT G BOXES
- 6 ea MODULAR INTEGRATED TERMINALS.(COMPLETE MIT CNS BOX WITH ALL ASSECORIES), MAKE: YORK, MODEL:MIT CNS BOX, ORDER NO:01-187589-38-01,03
- 2 ea CO2 TRANSMITER WITH TEMPERATURE OUT PUT, MAKE: JOHNSON CONTROLS, MODEL:CD-WA0-00-0, CAT NO (CODE 128)
- 1 ea VARIABLE AIR VOLUME UNIT, MODEL:D3001 (SINGLE DUCT), MAKE: NAILOR, SPECIFICATIONS:PRIMARY L/S-116, INLET-251MM OUTLET -356X318
- 2 ea POWER CONTROL MODULE, MAKE:MAMAC SYSTEM, MODEL:PCM 010, INPUT/120/240/277 VAC,50/60HZ 100VA CLASS 2 WIRING

**CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS**  
**AWARDED BY OVERSEAS CONTRACTING ACTIVITIES**  
**(Current thru FAC 2005-55)**

**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**

52.212-4 - Contract Terms and Conditions – Commercial Items

(Alternate I (OCT 2008) of 52.212-4 applies if the order is time-and-materials or labor-hour) - Feb 2012

52.225-25 - Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran – Representation and Certification (applies to acquisitions above the micro purchase threshold) - NOV 2011

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 not 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 (MAY 2012)**

(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)).  
(applies for all orders)\_\_\_\_\_ 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).

*(Alternate I (AUG 2007) [if the contracting officer has been notified of specific U.S. directives or notices regarding combating trafficking in persons that apply to contractor employees])*

(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:

52.222-19, Child Labor – Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

52.222-21, Prohibition of Segregated Facilities (FEB 1999)

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

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

52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (AUG 2011) (E.O. 13513)

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)

52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332)

52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

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

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial items, 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:

(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 (JAN 2011) (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) [Reserved]

(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) [Reserved].

(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) – (xii) [Reserved].

(xiii) 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.

(xiv) 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**

652.229-70 - Excise Tax Exemption Statement for Contractors within the United States - JUL 1988

652.242-71 - Notice of Shipments - JUL 1988

652.242-73 - Authorization and Performance - AUG 1999

652.243-70 – Notices - AUG 1999