To: Prospective Bidders

Subject: Request for Quotation PR8968735

Enclosed is a Request for Quotations (RFQ) for supply, installation and commissioning of New AHU DDC Panel with FAC Field Controllers for the U.S. Embassy Abu Dhabi in the United Arab Emirates. If you would like to submit a quotation, follow the instructions given in the RFQ, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

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

*The site visit will be held on March 1, 2020 at 10:00 am at the U.S. Embassy Abu Dhabi.* Prospective quoters should fill the attached “Site Visit Access Request Form” and e-mail it to Joseph John at AbuDhabiContracts@state.gov and JohnJM@state.gov by or before 12 noon on Wednesday, February 26, 2020 to arrange entry to the building.

Should you be interested, please submit a quote with your best, lowest, and final prices along with the required documentation as described in the RFQ by email to AbuDhabiContracts@state.gov no later than 4:00 pm UAE time on March 9, 2020.

For any questions, please reach out to AbuDhabiContracts@state.gov no later than close of business March 4, 2020.

Sincerely,

Anthony Chang
Contracting Officer
## Solicitation/Contract/Order for Commercial Items

**Offeror to Complete Blocks 12, 17, 23, 24, & 30**

### 1. Requisition Number
PR8968735

### 2. Contract No.

### 3. Award/Effective Date

### 4. Order Number

### 5. Solicitation Number
PR8968735

### 6. Solicitation Issue Date
February 24, 2020

### 7. For Solicitation Information Call:
- **a. Name:** Anthony Chang
- **b. Telephone Number (No collect calls):** 02-414-2443

### 9. Issued By
Contracting Office
U.S. Embassy Abu Dhabi
Abu Dhabi, United Arab Emirates

### 10. This Acquisition is
- [ ] Unrestricted or
- [ ] Set Aside: ____ % For:
  - [ ] HubZone Small Business
  - [ ] Women-Owned Small Business
  - [ ] Service-Disabled Veteran-Owned Small Business
  - [ ] Economic Disadvantaged Women-Owned Small Business
  - [ ] Woman-Owned Small Business
  - [ ] Small Business

### 11. Delivery for FOB Destination
- **See Schedule**
- **See Addendum**

### 12. Discount Terms
- **13a. This contract is a rated order under DPAS (15 CFR 700)**

### 13. Rating
- **13b. Rating**

### 14. Method of Solicitation
- **14. Method of Solicitation**
  - [ ] RFQ
  - [ ] IFB
  - [ ] RFP

### 15. Deliver To
- **Code:** 19TC10
- **See Addendum**

### 16. Administered By
- **Code:** 19TC10
  - **See Addendum**

### 17. Check if Remittance is Different and Put Such Address in Offer

### 18. Submit Invoices to Address Shown in Block 16a Unless Block Below is Checked
- **See Addendum**

### 19. Item No.

### 20. Schedule of Supplies/Services

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Supply, installation and commissioning of DDC panel for the U.S. Embassy Abu Dhabi

(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, 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 ______.

### 30a. Signature of Offeror/Contractor

### 30b. Name and Title of Signer (Type or print)

### 30c. Date Signed

### 31a. United States of America (Signature of Contracting Officer)

### 31b. Name of Contracting Officer (Type or Print)

### 31c. Date Signed

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**Authorized for Local Reproduction**

**Previous Edition Is Not Usable**

**Computer Generated**

**Standard Form 1449 (Rev. 02/2012)**

**Prescribed by GSA - FAR (48 CFR) 53.212**
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SCHEDULE OF SUPPLIES/SERVICES</th>
<th>21. QUANTITY</th>
<th>22. UNIT</th>
<th>23. UNIT PRICE</th>
<th>24. AMOUNT</th>
</tr>
</thead>
</table>

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

☐ PARTIAL ☐ FINAL


☐ COMPLETE ☐ PARTIAL ☐

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE

42a. RECEIVED BY (Print) 42b. RECEIVED AT (Location) 42c. DATE REC'D (YY/MM/DD) 42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK
REQUEST FOR QUOTATION
U.S. Embassy Abu Dhabi, United Arab Emirates
Procurement Request No.: PR8968735

U.S. Embassy Abu Dhabi would like to get competitive quotes for supply, installation and commissioning of DDC panel per the details given below.


STATEMENT OF WORK (SOW):

1.0 INTRODUCTION

The American Embassy in Abu Dhabi, UAE has a requirement to request a Contractor to provide services to replace the existing DDC panel by supplying, installing and commissioning a new panel at American Embassy Compound, Abu Dhabi. The Contractor shall be a Johnson Controls Inc. (JCI) certified to deliver the requested services and provide all resources, including materials, control components, programming, commissioning, direct labor, tools, equipment required to accomplish the work described below.
2.0 GENERAL REQUIREMENTS

a) The Contractor shall survey site, verify the existing DDC (Direct Digital Control) panel configurations, network & field controllers and provide a detailed work plan on removal of the existing panel, installation and commissioning of new panel and its associated components.

b) The Contractor shall submit a method statement for the requested DDC panel replacement for review and acceptance of the cost proposal by the requesting office.

c) The Contractor shall carry out activities such that access to the other DDC panels or any other system at Embassy Compound is maintained at all times.

d) The work shall be executed diligently and safely in accordance within a negotiated firm fixed price and performance period.

3.0 DETAILS OF THE REQUESTED DDC PANEL CONFIGURATION

a) The panel requested for replacement controls the office lightings and the output signals from DDC field controllers shall be pulse outputs and are connected to 240volts, AC operated magnetic lighting contactors to latch and de-latch the magnetic contactors.

b) The DDC controllers and its associated components shall be enclosed in a lockable weather proof enclosure. The existing conduits and its wiring are to be re-connected to the new panel.

c) The existing controllers and I/O modules shall be N2 based and be replaced with same brand and configurations of existing.

d) There are two panels one is located at level 1 and the other one is at level 2 electrical room that requires replacement. The panel incoming voltage is 240volts, AC, 50Hz.

4.0 CONTRACT ADMINISTRATION

a) The Contractor shall not perform work that is outside the SOW unless directed in writing by the CO (Contracting Office). Any work done by the Contractor outside the SOW without direction from the Contracting Office will be at the Contractor’s own risk and at no cost to the Embassy.

b) The Contracting Office shall issue a Notice to Proceed (NTP) after necessary approval to begin performance under the work.
c) The COR / Building Automation Technician (BAS Tech) from Facility Management office will perform administration and technical guidance of this contract. The BAS tech. shall coordinate schedule, approve cost proposal, inspect work, monitor progress, accept completed work, review and approve invoices. The COR / BAS Tech has the authority to direct the Contractor to stop performance of work if unsafe work conditions are observed.

5.0 RESPONSIBILITY OF THE CONTRACTOR

a) The Contractor shall bear complete responsibility for management of work at site.

b) The Contractor shall assign a Supervisor / Coordinator to represent the Contractor and to manage the performance of work at site.

c) The Supervisor / Coordinator shall have adequate English language skills to be able to communicate with CO and BAS Engineering Specialist.

d) The work shall be performed by the Contractor’s personnel who should be JCI certified, trained and experienced in handling of the requested work.

e) The Contractor shall carryout all requested activities described in the SOW and in case Contractor deputes portion of the activities to a sub-contractor; then this should be done by prior approval from the requesting office representative/s.

f) 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.

g) 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

h) 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 Facility Management office for reference. The Contractor shall promptly report all mishaps / accidents at site to the Facility Management office.

i) The Contractor should follow the Safety instructions of the Embassy Safety Officer’s guidelines.
j) The Contractor requires to provide a Risk Assessment Plan prior to schedule the requested work.

k) The Contractor shall prepare and implement a quality management plan specific to the SOW. The plan shall describe the phases of work, methodology for removal of the existing panel, installation and successful commissioning of the panel to the working condition. A copy of the quality management plan shall be provided to the BAS Tech. for reference.

l) The Contractor shall provide all equipment and materials required to perform the standard services as specified in this contract. Such items include to provide adequate personnel, proper tools and equipment but not limited to programming and testing, PPE, and hand tools to ensure efficient work performance and safe operation.

m) The Contractor shall comply with security requirements and be responsible for conduct of employees and subcontractors at work site.

n) The Contractor shall be liable for the damages caused by the Contractor's negligent performance of any of the services furnished under this contract.

6.0 EXECUTION OF WORK AT SITE

a) The Facility Management office personnel and the Contractor shall review the method statement submitted with the proposal, before the contract award, and agree to the execution plan.

b) The Contractor shall stage materials and tools in a designated location. No tools and materials shall be left in work area at the end of each 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.

c) No work shall begin at site until required manpower, equipment and materials associated to the requested service are 100% available at site. The Contractor shall cordon off the area by keeping appropriate signage before starting installation work in order to avoid mishaps.

d) The Contractor shall not damage any property or finished work outside of this SOW. Following completion of work, the Contractor shall remove signage from site. The Contractor shall repair all damages at the Contractor's expense.

e) It is the Contractor’s responsibility to take every ways and means to mark the existing power, control and network cables before remove the panel.
f) The new panel shall be installed at the place where the existing panel is and the disconnected wires and conduits be reconnected. Before powering up the panel, make sure all the terminals are properly connected as per the provided data point summary.

g) It is the Contractor’s responsibility to verify the field devices are operating well as needed, once the commissioning is done.

h) Temporary power required for the work shall be provided by the Embassy.

7.0 DELIVERABLE SCHEDULE

a) The Contractor shall commence work under this contract promptly, execute the work diligently, and achieve completion and acceptance of requested cleaning work within the contract period specified.

b) General work hours shall be 8:30 AM to 5:00 PM, Sunday through Thursday. Work may be scheduled outside specified general work hours, if approved by COR / BAS tech, if escorts are available.

c) Contractor shall submit work schedule and safety management plan, risk assessment plan specified in this SOW, for approval by BAS tech. NTP will be issued after review/approval of these submittals.

d) After successful commissioning of the panel the Contractor needs to submit the DDC panel schedule, Data points summary, catalog of the controller/field devices, program/s that used for commissioning the DDC devices and standard warranty on components to COR / BAS Tech.

e) The COR/BAS tech. shall provide the required format for Contractor to submit security clearance submittals in two days from date of PO is issued. Contractor shall return duly completed submittals in one week to start processing access clearances. NTP will be issued after security clearances.

8.0 SECURITY REQUIREMENTS

a) The work to be performed under this contract requires that the Contractor, its employees and sub-contractors submit information of the Emirates ID to get access approvals from security office. The Contractor personnel will be escorted on site by the Facility Management office personnel and shall always follow instructions of the escort.
b) 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 price lump contract. The Contractor may submit monthly invoice to request for payment. The COR will review the invoice and upon fully completion of the requested service will process the invoice for further approval to the concerned office.

b) The Contractor shall specifically identify his last invoice "Final Invoice." The Final invoice shall include the remaining payment claimed to be due under the basic contract and all modifications issued, if any.

10.0 DRAWINGS & Sequence of Operation

Drawing will be provided during the site visit.

Based on the following evaluation criteria, each quote will be evaluated. In order for a quotation to be considered, you must complete and submit the following:

1. Duly filled Standard Form 1449
2. Commercial offer for requested services
3. Service and delivery
4. DDC controller must be a Johnson Control FAC controller
5. Quality (Customer care/Quality of service/Continuous improvement)
6. Safety work plan
7. JCI BAS Building Authorized service provider with Qualified BAS Engineer / Technician
8. Local Smart Building experience with JCI Building Automation Technology

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

(Current thru FAC 2019-03, dated 05/06/2019)

COMMERCIAL ITEMS

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

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

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

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

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.204-7</td>
<td>SYSTEM FOR AWARD MANAGEMENT</td>
<td>OCT 2018</td>
</tr>
<tr>
<td>52.204-9</td>
<td>Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system)</td>
<td>JAN 2011</td>
</tr>
<tr>
<td>52.204-13</td>
<td>SYSTEM FOR AWARD MANAGEMENT MAINTENANCE</td>
<td>OCT 2018</td>
</tr>
<tr>
<td>52.204-18</td>
<td>COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE</td>
<td>JUL 2016</td>
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<tr>
<td>52.212-4</td>
<td>Contract Terms and Conditions – Commercial Items (Alternate I (MAY 2014) of 52.212-4 applies if the order is time-and-materials or labor-hour)</td>
<td>OCT 2018</td>
</tr>
<tr>
<td>52.225-19</td>
<td>Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only)</td>
<td>MAR 2008</td>
</tr>
<tr>
<td>52.227-19</td>
<td>Commercial Computer Software License (if order is for software)</td>
<td>DEC 2007</td>
</tr>
<tr>
<td>52.228-3</td>
<td>Workers’ Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance)</td>
<td>JUL 2014</td>
</tr>
<tr>
<td>52.228-4</td>
<td>Workers’ Compensation and War-Hazard Insurance (if order is for services and contractor employees are not covered by Defense Base Act insurance)</td>
<td>APR 1984</td>
</tr>
</tbody>
</table>

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (MAY 2019)

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in
subsequent appropriations acts (and as extended in continuing resolutions)).

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

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).


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

[Contracting Officer check as appropriate.]


_ (5) [Reserved].


_ (10) [Reserved].


_ (ii) Alternate I (Nov 2011) of 52.219-3.

_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

_ (ii) Alternate I (Jan 2011) of 52.219-4.

_ (13) [Reserved]


_ (ii) Alternate I (Nov 2011).
_ (iii) Alternate II (Nov 2011).
_ (iii) Alternate II (Mar 2004) of 52.219-7.
_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
_ (ii) Alternate I (Jan 2017) of 52.219-9.
_ (iii) Alternate II (Nov 2016) of 52.219-9.
_ (iv) Alternate III (Nov 2016) of 52.219-9.
_ (v) Alternate IV (Aug 2018) of 52.219-9
_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(c)).
_ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (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)).
_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
_ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2018) (E.O.13126).
_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
_ (ii) Alternate I (July 2014) of 52.222-35.
_ (ii) Alternate I (July 2014) of 52.222-36.
_ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain
other types of commercial items as prescribed in 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) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
_ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun2016) (E.O. 13693).
_ (38) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
_ (39) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
Alternate I (Jun 2014) of 52.223-14.
_ (41) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
_ (ii) Alternate I (Jun 2014) of 52.223-16.
_ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
_ (44) 52.223-21, Foams (Jun 2016) (E.O. 13693).
Alternate I (Jan 2017) of 52.224-3.
_ (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.
_ (49) 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).
_ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
_ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
_ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C.4505, 10 U.S.C.2307(f)).
_ (56) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).
_ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
_ (60) 52.247-64, Preference for Privately Owned U.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
_ (ii) Alternate I (Apr 2003) of 52.247-64.
_ (iii) Alternate II (Feb 2006) of 52.247-64.

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

[Contracting Officer check as appropriate.]

_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, 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:

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
(iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(v) 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.
RFQ for supply, install & commissioning of DDC panel (Non-CAA)

PR8968735

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
(vii) 52.222-26, Equal Opportunity (Sept 2015) (E.O.11246).
(x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C.4212)
(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(B) Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O 13627).

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(B) Alternate I (Jan 2017) of 52.224-3.


(xxi) 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.

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

(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)
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](http://www.state.gov/m/ds/rls/rpt/c21664.htm).

(End of clause)