



Date: July 27th, 2021

Subject: **Request for Quotations (RFQ) – OBO7901 - Water heater and parts replacement Chancery Bldg.**

Dear Prospective Offeror/Quoter:

The U. S. Embassy in Santo Domingo, Dominican Republic, invites you to submit quotations under full and open competition procedures for the following: **Water heater and parts replacement Chancery Bldg.,** in adherence with:

No.	Description	Qty	Unit
1.	DSE-120, 120 Gallon 54 KW Dura-Power Commercial Electric Water Heater Brand: AO Smith 480 volt - three phase	3	each
2.	Mirius for AO Smith Multi-interface serial gateway for RS-485, RS-232, UART, and I/O. PN: 100316044	3	each
3.	Mirius for AO Smith Multi-interface serial gateway for RS-485, RS-232, UART, and I/O. PN: 100316044	3	each
4.	Viega 2" ProPress Copper 90 Elbow (PxP) 77042	20	each
5.	Flanged Incoloy Element, 480/277V 18KW 100110124 AO Smith	4	each
6.	Viega 1-1/2" ProPress Copper 90 Elbow (PxP) 77037	16	each
7.	Viega 1-1/4" ProPress Copper 90 Elbow (PxP) 77032	16	each
8.	Viega 1" ProPress Copper 90 Elbow (PxP) 77027	10	each

9.	Viega 3/4" ProPress Copper 90 Elbow (PxP) 77022	10	each
10.	Viega 1/2" ProPress Copper 90 Elbow (PxP) 77317	10	each
11.	Viega 2" ProPress Copper 45 Elbow (PxP) 77043	5	each
12.	Viega 1-1/2" ProPress Copper 45 Elbow (PxP) 77038	5	each
13.	Viega 1-1/2" x 1-1/2" x 3/4" ProPress Copper Tee 77462	6	each
14.	Viega 1-1/4" x 1-1/4" x 3/4" ProPress Copper Tee 77452	6	each
15.	Viega 2" ProPress Copper Tee 77477	15	each
16.	Viega 2" x 2" x 1-1/4" ProPress Copper Tee 77487	3	each
17.	Viega 2" x 2" x 1-1/2" ProPress Copper Tee 77482	3	each
18.	Viega 3/4" Press X 3/4" Female ProPress Adapter, Zero Lead 79315	12	each
19.	Viega 3/4" ProPress x 1/2" Female ProPress Adapter, Zero Lead 79310	6	each
20.	Viega 2" ProPress x Male Bronze Adapter (Lead Free) 79290	20	each
21.	Viega 1-1/4" ProPress x Male Bronze Adapter (Lead Free) 79260	20	each
22.	Viega 1-1/2" ProPress x Male Bronze Adapter (Lead Free) 79275	20	each
23.	Viega 1-1/4" ProPress Bronze Di-electric Union (P x FNPT), Lead Free 79170	15	each
24.	Viega 2" ProPress Union (Lead Free) 79150	14	each

25.	Viega 1-1/4" ProPress Union (Lead Free) 79140	14	each
26.	Viega 1-1/2" ProPress Union (Lead Free) 79145	14	each
27.	Viega 2" ProPress Copper Coupling w/ Stop 78072	10	each
28.	Viega 1-1/4" ProPress Copper Coupling w/ Stop 78062	10	each
29.	Viega 1-1/2" ProPress Copper Coupling w/ Stop 78067	10	each
30.	Viega 2" x 1-1/4" ProPress Copper Reducer 22328	5	each
31.	Viega 2" x 1-1/2" ProPress Copper Reducer 78167	5	each
32.	Viega 3/4" ProPress Check Valve, Lead Free 79040	2	each
33.	Viega 1/2" ProPress Check Valve, Lead Free 79035	2	each
34.	Viega 1/2" ProPress Union (Lead Free) 79125	6	each
35.	Viega 3/4" ProPress Union (Lead Free) 79130	6	each
36.	Viega 1/2" ProPress x Male Bronze Adapter (Lead Free) 79215	10	each
37.	Viega 3/4" ProPress x Male Bronze Adapter (Lead Free) 79230	10	each

**Notes to the vendors:**

- 1) We are requesting just materials, not labor costs.
- 2) All the materials should be delivered at the same time.

**WRITTEN QUOTES**

The offeror shall provide an electronic copy containing all required sections of the written Quote. The offeror must submit the Quote in the formats provided by Microsoft Office 2007 or later.

Any offeror that does not comply with the following instructions or does not submit a required component of this RFQ within the allotted period shall not be considered for award.

## **SOLICITATION CONSIDERATIONS**

All Quotes must be valid for 60 days from the closing date for this solicitation. No exceptions or qualifications. New items ONLY, NO grey market or refurbished products. Items must be in original packaging, never used, and not altered in any way.

The offeror confirms to have sourced all products submitted in this quote from manufacturer approved channels for Federal sales, in accordance with all applicable laws and manufacturer's current applicable policies at the time of purchase. The offeror must be able to support both the product sale and product pricing, in accordance with applicable manufacturer certification / specialization requirements.

The Government intends to award a Firm Fixed Price Purchase Order under FAR Part 13 resulting from this solicitation to one (1) responsible offeror whose offer conforming to the solicitation is the Lowest-Priced, Technically-Acceptable. The following factors shall be used to evaluate offers:

- Technical Capability of the item offered to meet the Government requirement.
- Price.

## QUOTES

Quotations **must** be submitted in English, via email to [SantoDomingoProcurement@state.gov](mailto:SantoDomingoProcurement@state.gov) and marked **RFQ# OBO7901 - Water heater and parts replacement Chancery Bldg., no later than 1600hrs local time, on Thursday, August 5th, 2021.**

The following must be included in the quotation:

- Contract number (if any);
- Evidence that all quoted items are on the GSA schedule contract or will be as of the date of award. For items not yet on GSA contract, quoter must demonstrate that it has submitted by the closing date/time a request to GSA for addition of these items to its contract. Any open market items must be identified in the quotation and comply with FAR 8.402(f); any open market item should not exceed \$3,000;
- Pricing for the items identified;
- Description of the item being quoted (product literature and data sheets are required on all items);
- Evidence of authorization to supply and export the required items;
- Warranty information; and
- Delivery time stated in number of calendar days.

All items must be new (not used or refurbished). This solicitation is issued on an "all or none" basis. Award will be made to the lowest priced offering acceptable products.

Complete quotations must be received by the date and time specified and include the maximum discounts available.

## Shipping Address

For local vendors, the price quoted must include delivery FOB to our warehouse in Santo Domingo, Dominican Republic to the following address:

U.S. Embassy Santo Domingo  
Av. República de Colombia #57 (Rear entrance; Warehouse)  
Altos de Arroyo Hondo  
Santo Domingo, Distrito Nacional  
Dominican Republic

For international vendors:

11380 NW 34 ST  
Suvi Warehouse  
Doral, FL 33178

## **REQUIRED DELIVERY DATE**

Delivery must be made within 30 days after award.

Please direct any questions regarding this Request for Quotations to [SantoDomingoProcurement@state.gov](mailto:SantoDomingoProcurement@state.gov).

The U.S. Government is conducting this acquisition using Simplified Acquisition procedures as outlined in the Federal Acquisition Regulation (FAR), Part 13.

The U.S. Government intends to award a Purchase Order to the responsible offeror submitting the lowest quotation which is technically acceptable. You are encouraged to make your quotation competitive. You are also cautioned against any collusion with other potential offerors with regard to price quotations to be submitted. The RFQ does not commit the U.S. Embassy to make any award. The Embassy may cancel this RFQ or any part of it at any time. The Contracting Officer reserves the right to reject any or all quotations and to waive any information, or minor irregularities in quotations received.

In accordance with FAR Provision 52.215-1, the Government reserves the right to make an award based on initial proposals without further negotiation or discussion, following FAR Subpart 15.209 (a).

### **FAR 52.211-6 Brand Name or Equal (AUG 1989)**

(a) If an item in this solicitation is identified as “brand name or equal,” the purchase description reflects the characteristics and level of quality that will satisfy the Government’s needs. The salient physical, functional, or performance characteristics that “equal” products must meet are specified in the solicitation.

(b) To be considered for award, offers of “equal” products, including “equal” products of the brand name manufacturer, must—

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by—

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(a) The Contracting Officer will evaluate “equal” products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

## **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**

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system)	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.212-4	Contract Terms and Conditions – Commercial Items (Alternate I (MAY 2014) of 52.212-4 applies if the order is time-and-materials or labor-hour)	OCT 2018
52.225-19	Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only)	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

## 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items. (JAN 2020)

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

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

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

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (*Aug* 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

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

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

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

[Contracting Officer check as appropriate.]

\_\_\_(1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (*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 (*Oct* 2015) ([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 (*Oct* 2018) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

\_\_\_(5)[Reserved].

\_\_\_(6) [52.204-14](#), Service Contract Reporting Requirements (*Oct* 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_(7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (*Oct* 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_(8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (*Oct* 2015) ([31 U.S.C. 6101 note](#)).

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

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

\_\_\_(11)

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

\_\_\_(ii) Alternate I (*Nov* 2011) of [52.219-3](#).

\_\_\_(12)

(i) [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]

\_\_\_(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 (*Oct 2018*) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_\_\_(17)
- (i) [52.219-9](#), Small Business Subcontracting Plan (*Aug 2018*) ([15 U.S.C. 637\(d\)\(4\)](#))
  - \_\_\_(ii) Alternate I (*Nov 2016*) 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\(r\)](#)).
- \_\_\_(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\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_\_(21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (*Oct 2019*) ([15 U.S.C. 657f](#)).
- \_\_\_(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\(m\)](#)).
- \_\_\_(25) [52.222-3](#), Convict Labor (*June 2003*) (E.O.11755).
- \_\_\_(26) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (*Jan 2020*) (E.O.13126).
- \_\_\_(27) [52.222-21](#), Prohibition of Segregated Facilities (*Apr 2015*).
- \_\_\_(28)
- (i) [52.222-26](#), Equal Opportunity (*Sept 2016*) (E.O.11246).
  - \_\_\_(ii) Alternate I (*Feb 1999*) of [52.222-26](#).
- \_\_\_(29)
- (i) [52.222-35](#), Equal Opportunity for Veterans (*Oct 2015*) ([38 U.S.C. 4212](#)).
  - \_\_\_(ii) Alternate I (*July 2014*) of [52.222-35](#).
- \_\_\_(30)
- (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (*Jul 2014*) ([29 U.S.C.793](#)).
  - \_\_\_(ii) Alternate I (*July 2014*) of [52.222-36](#).
- \_\_\_(31) [52.222-37](#), Employment Reports on Veterans (*Feb 2016*) ([38 U.S.C. 4212](#)).
- \_\_\_(32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (*Dec 2010*) (E.O. 13496).
- \_\_\_(33)
- (i) [52.222-50](#), Combating Trafficking in Persons (*Jan 2019*) ([22 U.S.C. chapter 78](#) and E.O. 13627).
  - \_\_\_(ii) Alternate I (*Mar 2015*) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- \_\_\_(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 (*Jun 2016*) (E.O. 13693).
- \_\_\_(38)
- (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (*Jun 2014*) (E.O.s 13423 and 13514).
- \_\_\_(ii) Alternate I (*Oct 2015*) of [52.223-13](#).
- \_\_\_(39)
- (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (*Jun 2014*) (E.O.s 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 (*Oct 2015*) (E.O.s 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) [52.223-20](#), Aerosols (*Jun 2016*) (E.O. 13693).
- \_\_\_(44) [52.223-21](#), Foams (*Jun 2016*) (E.O. 13693).
- \_\_\_(45)
- (i) [52.224-3](#) Privacy Training (*Jan 2017*) (5 U.S.C. 552 a).
- \_\_\_(ii) Alternate I (*Jan 2017*) of [52.224-3](#).
- \_\_\_(46) [52.225-1](#), Buy American-Supplies (*May 2014*) ([41 U.S.C. chapter 83](#)).
- \_\_\_(47)
- (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](#).
- \_\_\_(48) [52.225-5](#), Trade Agreements (*Oct 2019*) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- \_\_\_(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).
- \_\_\_(50) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (*Oct 2016*) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- \_\_\_(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](#)).
- \_\_\_(53) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (*Feb 2002*) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).
- \_\_\_(54) [52.232-30](#), Installment Payments for Commercial Items (*Jan 2017*) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).
- \_\_\_(55) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (*Oct 2018*) ([31 U.S.C. 3332](#)).
- \_\_\_(56) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (*Jul 2013*) ([31 U.S.C.3332](#)).
- \_\_\_(57) [52.232-36](#), Payment by Third Party (*May 2014*) ([31 U.S.C.3332](#)).
- \_\_\_(58) [52.239-1](#), Privacy or Security Safeguards (*Aug 1996*) ([5 U.S.C. 552a](#)).
- \_\_\_(59) [52.242-5](#), Payments to Small Business Subcontractors (*Jan 2017*) ([15 U.S.C. 637\(d\)\(13\)](#)).
- \_\_\_(60)

(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (*Feb 2006*) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

\_\_\_(ii) Alternate I (*Apr 2003*) of [52.247-64](#).

\_\_\_(iii) Alternate II (*Feb 2006*) of [52.247-64](#).

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

[*Contracting Officer check as appropriate.*]

\_\_\_(1) [52.222-17](#), Nondisplacement of Qualified Workers (*May 2014*)(E.O. 13495).

\_\_\_(2) [52.222-41](#), Service Contract Labor Standards (*Aug 2018*) ([41 U.S.C. chapter 67](#)).

\_\_\_(3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (*May 2014*) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_(4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (*Aug 2018*) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_(5) [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](#)).

\_\_\_(6) [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](#)).

\_\_\_(7) [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](#)).

\_\_\_(8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (*Dec 2015*).

\_\_\_(9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (*Jan 2017*) (E.O. 13706).

\_\_\_(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)(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 (*Oct 2015*) ([41 U.S.C. 3509](#)).

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

- (iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
  - (iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
  - (v) [52.219-8](#), Utilization of Small Business Concerns (*Oct* 2018) ([15 U.S.C.637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$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.
  - (vi) [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](#).
  - (vii) [52.222-21](#), Prohibition of Segregated Facilities (*Apr* 2015).
  - (viii) [52.222-26](#), Equal Opportunity (*Sept* 2015) (E.O.11246).
  - (ix) [52.222-35](#), Equal Opportunity for Veterans (*Oct* 2015) ([38 U.S.C.4212](#)).
  - (x) [52.222-36](#), Equal Opportunity for Workers with Disabilities (*Jul* 2014) ([29 U.S.C.793](#)).
  - (xi) [52.222-37](#), Employment Reports on Veterans (*Feb* 2016) ([38 U.S.C.4212](#))
  - (xii) [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](#).
  - (xiii) [52.222-41](#), Service Contract Labor Standards (*Aug* 2018) ([41 U.S.C. chapter 67](#)).
  - (xiv)
    - (A) [52.222-50](#), Combating Trafficking in Persons (*Jan* 2019) ([22 U.S.C. chapter 78](#) and E.O 13627).
    - (B) Alternate I (*Mar* 2015) of [52.222-50](#)([22 U.S.C. chapter 78](#) and E.O 13627).
  - (xv) [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](#)).
  - (xvi) [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](#)).
  - (xvii) [52.222-54](#), Employment Eligibility Verification (*Oct* 2015) (E.O. 12989).
  - (xviii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (*Dec* 2015).
  - (xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (*Jan* 2017) (E.O. 13706).
  - (xx)
    - (A) [52.224-3](#), Privacy Training (*Jan* 2017) ([5 U.S.C. 552a](#)).
    - (B) Alternate I (*Jan* 2017) of [52.224-3](#).
  - (xxi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (*Oct* 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
  - (xxii) [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](#).
  - (xxiii) [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)