

RFEmbassy of the United States of America



Islamabad, Pakistan Date:

April 30, 2018

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To: Offeror

Request for Quotation Number: **19PK33-18-Q-5886**

From: Contracting Officer
General Services Office
US Embassy Diplomatic
Enclave, Ramna 5
Islamabad

E-mail: Mubarikrz@state.gov and LatifM@state.gov;

Phone: 92-51-201-5152

Subject: **Request for Price Quotation – Assembly of New Gym Equipment.**

A. The Embassy requests your price quote **on a priority basis** for the **following item/services:**

i. ITEM DESCRIPTION

The U.S. Embassy requires professional technician services to assemble new gym equipment in Levels One and Two of the Recreation Center on the New Embassy Compound (NEC) Phase II site in accordance with manufacturer-provided assembly instructions. Floor diagram showing the desired placement of equipment will be provided by the Government. List of equipment requiring assembly are provided in Addendum 1. The manufacturer-provided assembly instructions in English and diagrams will be provided with each piece of equipment. The contractor should bring their own set/s of tools required to assemble. Screwdrivers and Allen wrench set already available, and Embassy staff will supplement in quantity and size if required. Work will be done under the direction and supervision of Embassy Warehouse staff. All packing material shall be hauled away from the worksite.

Contractor must complete assembling/installation of equipment listed in Addendum 1 in 20 work days. Anticipate work beginning on or about June 20, 2018, and extending through about July 20, 2018.

Addendum 1: Gym Equipment Requiring Assembly

1. Life Fitness Powermill Discover SE3 stair climbing machine, item number 95PE-DOMXX-04, quantity-two.
2. Life Fitness cross-trainer Discover SE, 95XE-DOMXX-04, quantity-ten. Accompanying Life Fitness 16-inch console digital ATSC wireless, item number 16HDN-XWXDA-03, quantity-ten.
3. Life Fitness SE3 recumbent bicycle, item number 95TE-DOMXX-04, quantity-7. Accompanying Life Fitness 16-inch console digital ATSC wireless, item number 16HDN-XWXDA-03, quantity-seven.
4. Life Fitness SE3 treadmill, 95TE-DOMXX-04, quantity-3. Accompanying Life Fitness 16-inch console digital ATSC wireless, item number 16HDN-XWXDA-03, quantity-three.
5. Life Fitness upright bicycle, 95CE-DOMXX-04, quantity-3. Accompanying Life Fitness 16-inch console digital ATSC wireless, item number 16HDN-XWXDA-03, quantity-three.
6. Life Fitness Group Row rowing machine, GROUP-ROW-01, quantity-3.
7. Life Fitness Group exercise bike base/console, IC-LFIC7B2-01, quantity-10.
8. Life Fitness Hammer Strength barbell rack, item number FW-BAR, quantity-1.
9. Life Fitness Hammer Strength bumper plate storage, large, item number FW-BPL, quantity-2.
10. Life Fitness Hammer Strength two-tier dumbbell rack, item number FW-DR2, quantity-4.
11. Life Fitness Hammer Strength deluxe weight tree, item number FW-DWT, quantity-4.
12. Life Fitness Hammer Strength plate-loaded seated biceps, item number PL-BI, quantity-1.
13. Life Fitness cable motion adjustable cable crossover machine, item number CMACO, quantity-1.
14. Life Fitness Cable motion dual-adjustable pulley, item number CMDAP, quantity-1.
15. 15-inch touch-screen DAP console, item number DAP-CONSOLE-01, quantity-1.
16. Insignia Series abdominal, item number SS-AB, quantity-1.
17. Insignia Series assist dip chin, item number SS-ADC, quantity-1.
18. Insignia Series chest press, item number SS-CP, quantity-1.
19. Insignia Series pectoral fly/rear deltoid, item number SS-FLY, quantity-1.
20. Insignia Series hip abduction, item number SS-HAB, quantity-1.
21. Insignia Series hip adduction, item number SS-HAD, quantity-1.
22. Insignia Series leg extension, item number SS-LE, quantity-1.
23. Insignia Series pulldown, item number SS-PD, quantity-1.
24. Insignia Series row, item number SS-RW, quantity-1.
25. Insignia Series seated leg curl, item number SS-SLC, quantity-1.
26. Insignia Series seated leg press, item number SS-SLP, quantity-1.
27. Insignia Series shoulder press, item number SS-SP, quantity-1.
28. Insignia Series triceps press, item number SS-TP, quantity-1.
29. Rogue Fitness Rogue 9 bar holder 2.0, part number RA0524, quantity-2.
30. Rogue Fitness horizontal plate rack 2.0, part number RA0594, quantity-4.
31. Pro Maxima PLR-150 Olympic bench press, quantity-2.
32. Pro Maxima PLR-300 Olympic decline bench press, quantity-1.
33. Pro Maxima PLR-100 Olympic incline bench press, quantity-1.
34. Pro Maxima PL-40 unilateral bicep curl, quantity-1.
35. Pro Maxima PLR-450 seated preacher curl, quantity-1.

36. Pro Maxima P-118 inverted leg press with linear bearing, quantity-1.
37. Pro Maxima PLR-950 Olympic Smith machine, quantity-1.
38. Pro Maxima PL-360 full power rack, quantity-1.
39. Pro Maxima FW-150 0-90 degree utility bench with wheels, quantity-2.
40. Pro Maxima PLR-800 seated utility bench, quantity-2.
41. Pro Maxima PL-94 flat work bench, quantity-5.
42. Pro Maxima PLR-495 leg raise/chin up, dip and push up station, quantity-1.
43. Pro Maxima FW-78 back extension, quantity-1.
44. Pro Maxima FW-30 adjustable decline sit-up bench, quantity-1.
45. Pro Maxima PL-230 abdominal crunch, quantity-1.
46. Pro Maxima 3-in-1 wood plyo box.

B) Hours of Performance:

The Contractor shall schedule all project activities during normal business hours which are defined as 8:00 to 16:30 Monday to Friday, excluding local and American holidays, unless approved in advance by the COR.

C) Price

S. No	Item Description	Measuring Unit	Price (PKR)	Total Price
1	Professional technician services to assemble new gym equipment in accordance with manufacturer-provided assembly instructions. List of equipment to be assembled is attached.	Lump Sum		
			Total:	

* Price should be inclusive of all factors associated with cost.

D. Government Furnished Property/Equipment

- The Contractor is responsible for the proper care, maintenance and use of Government property in its possession or control from time of receipt until properly relieved of responsibility in accordance with the terms of the contract. The Contractor shall pay all costs for repair or replacement of Government furnished property that is damaged or destroyed due to Contractor negligence.

i. Insurance

The contractor is responsible for obtaining whatever insurance is necessary according to local laws. The contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the contractor, its officers, agents, servants, and employees, or any other person, arising from an incident to the contractor's performance. The contractor shall

hold harmless and indemnify the Government from any and all claims arising there from, except in the instance of gross negligence on the part of the Government.

ii. **Safety**

The Contractor is responsible for safety and shall comply with all local labor laws, regulations, customs, and practices pertaining to labor, safety, and similar matters. The Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries to the U.S. Embassy POC.

Any person working at a height greater than six feet (1.8 meters) shall be provided with fall protection. Regardless of height, if a worker can fall into or onto dangerous machines or equipment employers must provide fall protection.

The contractor is responsible to take appropriate measures in terms of safety (safety equipment and other adequate steps required by U.S. as well as local law) of the U.S. Government property and contractor's employees. U.S. Government will take no responsibility of any incident occurring because of contractor's negligence, safety violations and consequently any damages to the contractor's property and/or personnel.

E. Access to Government Buildings and Standards of Conduct:

The Contractor shall designate a representative who shall supervise the project, and be the Contractor's liaison with the U.S. Embassy Islamabad. The Contractor's employees shall be on-site only for contractual duties and not for any other business or purposes.

F. Personnel Security.

The Government reserves the right to deny access to U.S.-owned and U.S- operated facilities to any individual. The Contractor shall provide the full names, CNIC number and its copy, CNIC's verification from NADRA and contractor's personnel may have to visit RSO office in the embassy for biometrics. It is required for security/police clearance of all those who will be working on this contract prior to commencement of work.

G Contracting Officer's Representative (COR)/POC:

Contracting Officer's Representative/Point of contact will be **Warehouse Supervisor, U.S. Embassy Islamabad** for this project.

H. TERMS and CONDITIONS

1. Inspection and Acceptance:

The (Contracting Officer Representative) COR will inspect from time to time the services being performed to determine whether work is being performed in a satisfactory manner.

2. Payment Terms:

Contractor will submit invoice to Financial Management Office. Invoice should include date, contract/PO number, services performed, unit price, total price and invoice number. Payment will be made through Electronic Funds Transfer (EFT) within 30 days after submission of legitimate and accurate invoice conforming to the purchase order (PO). *Net 30 will be commenced on the date of receipt of invoice in the US Embassy Financial Management Centre.*

I. Contract Clauses

Below FAR & DOSAR clauses will apply to this purchase order

652.236-70 ACCIDENT PREVENTION (APR 2004)

(a)) General. The contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the contractor shall:

- (1) Provide appropriate safety barricades, signs and signal lights;
- (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
- (3) Ensure that any additional measures the contracting officer determines to be reasonably necessary for this purpose are taken.
- (4) For overseas construction projects, the contracting officer shall specify in writing additional requirements regarding safety if the work involves:
 - (i) Scaffolding;
 - (ii) Work at heights above two (2) meters;
 - (iii) Trenching or other excavation greater than one (1) meter in depth;
 - (iv) Earth moving equipment;
 - (v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
 - (vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
 - (vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which

creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(viii) Hazardous noise levels.

(b) Records. The contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(c)) Subcontracts. The contractor shall be responsible for its subcontractors' compliance with this clause.

(d) Written program. Before commencing work, the contractor shall:

(1) Submit a written plan to the contracting officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,

(2) Meet with the contracting officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(e) Notification. The contracting officer shall notify the contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the contractor or the contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the contractor shall immediately take corrective action. If the contractor fails or refuses to promptly take corrective action, the contracting officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

(End of clause)

CLAUSES FOR PURCHASE ORDER CLAUSES

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:

<http://acquisition.gov/far/index.html>

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-	JAN 2011

	controlled facility or access to a Federal information system)	
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)	JAN 2017
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (if the order is services)	MAY 2008
52.227-19	Commercial Computer Software License (if order is for software)	DEC 2007
52.228-3	Workers’ Compensation Insurance (Defense Base Act)	JUL 2014
52.228-4	Workers’ Compensation and War-Hazard Insurance Overseas (if order is for services to be performed overseas 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 (JAN 2017)

(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) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

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

[Contracting Officer check as appropriate.]

___ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (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 2016) (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 (Jul 2013) (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 (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- __ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Nov 2016) ([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 (Nov 2016) of [52.219-9](#).
- __ (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).
- __ (19) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- __ (20) [52.219-16](#), Liquidated Damages—Subcon-tracting 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 (Nov 2011) ([15 U.S.C. 657 f](#)).
- __ (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 (Oct 2016) (E.O. 13126).
- __ (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- __ (28) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
- __ (29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).
- __ (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- __ (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 (Mar 2015) ([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) [52.222-59](#), Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

__ (36) [52.222-60](#), Paycheck Transparency (Executive Order 13673) (OCT 2016).

__ (37)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

__ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

__ (40)(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](#).

__ (41)(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](#).

__ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

__ (43)(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](#).

__ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

__ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

__ (46) [52.223-21](#), Foams (JUN 2016) (E.O. 13693).

__ (47) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).

__ (48)(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](#).
 - ___ (49) [52.225-5](#), Trade Agreements (OCT 2016) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).
 - ___ (50) [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) [52.225-26](#), 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](#)).
 - ___ (52) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
 - ___ (53) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
 - ___ (54) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
 - ___ (55) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
 - ___ (56) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
 - ___ (57) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
 - ___ (58) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).
 - ___ (59) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
 - ___ (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](#).
- (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 (May 2014) ([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) (May 2014) ([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](#)).

— (11) [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 (Oct 2015) ([41 U.S.C. 3509](#)).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([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.

(iii) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(iv) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)

(v) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).

(vi) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).

(vii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

(viii) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#))

(ix) [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](#).

(x) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

(xi) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627). Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(xii) [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](#)).

(xiii) [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](#)).

(xiv) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xv) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvi) [52.222-59](#), Compliance with Labor Laws (Executive Order 13673) (OCT 2016)

(Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvi): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xvii) [52.222-60](#), Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix) [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](#)).

(xx) [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](#).

(xxi) [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 will exceed \$100,000)	AUG 1999
652.229-70	Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post by a U.S. contractor)	JUL 1988
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 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 is to be named) Fill-in for paragraph (b): "The COR is	AUG 1999

	”	
652.247-71	Shipping Instructions	FEB 2015

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)

52.249-4, Termination for Convenience of the Government (Services) (Apr 1984).
 52.249-8, Default (Fixed price Supplies and Services) (Apr 1984)

FAR and DOSAR clauses can be accessed through following link:
http://aopepd.a.state.gov/Content/documents/overseas_comm-item-fac-2005-36.docx

J. Offer Due Date:

1. Please submit your quote on or before **May 18, 2018 at 15:00 p m** to **Contracting Officer, GSO Procurement U.S. Embassy, Diplomatic Enclave, Ramna-5, Islamabad** or via Email to following email addresses:

Mubarikrz@state.gov
LatifM@state.gov

2. Provide evidence of those workers experience who will perform under this contract.
3. Please quote our **RFQ Number 19PK33-18-Q-5886** in all your correspondence regarding this request for price quotation.