

**Embassy of the United States of America in Guatemala**  
**Scope of Work**

1. Contractor: (Name of prospective Contractor).
2. Project Title: Consular furniture purchase
3. Contractor Selection Criteria: Most technically feasible offer at the best price.
4. Period of Performance: Work estimated for installation 5 working days and 2 weekends.
5. Place of Performance: Ground floor Chancery, Consular area.
6. Architectural/Engineering Support: Contractor
7. Contracting Office's Representative: Facility Manager (COR)
  
8. Definitions:
  - a. C.O.R: Contracting Officer of Record
  - b. ILD Indentation Load Deflection
  - c. SOW Statement of Work
  - d. NIV Non Immigration Visas
  - e. IV Immigration Visas
  - f. ACS American Citizens Services
  - g. FPU Fraud Prevention Unit
  - h. LES Locally Employed Staff
  - i. EA. Each (units)
  
9. Project Concept: Provide labor for removal of current furniture, building and installation of new furniture.
  - a. The project involves:
    - 1) Removal of existing furniture
    - 2) Building and installation of new furniture
    - 3) General clean up
  
  - b. The areas involved are:
    - 1) Current consular area
    - 2) Rooms G16, G17, G19, G21 and G22.

10. Description of work:

The following office space requires to be furnished with modular type furniture that provides a working space area based on the measurements provided in the floor plan. Aerial space must be considered to optimize the use of the space.

- a. Removal of existing furniture: The contractor shall remove all existing furniture carefully so that it will not be damaged, preserve the existing electrical, voice and data cables wrapped in bundles by category (ex. Electrical, data, and voice) accordingly identified. The contractor shall dispose the existing furniture to the FAC Annex.
- b. Provide and install new furniture as follows: The contractor shall provide all high quality materials and accessories as needed to guarantee strong long lasting furniture as follows:

(1) NIV LES, NIV Officers, IV Officers, ACS LES:

**Cubicle type A = 28 Units**

Each cubicle is to include the following

Part	Quantity
Rectangular wood veneer laminate desk with back cover (4" above floor)	1
Back wood veneer screen (18" above desktop surface)	1
Sliding door credenza with lock	1
Overhead stanchion mounted wood veneer cabinet	1
Credenza seating cushion	1
Under the top suspended conduit for data and electricity	2

Material, dimensions and specifications:

- (i) Type A cubicle: Provide 28 workstations as described in attached plans (Furniture A).

Each cubicle shall include as follows:

- a. (1) one wood veneer 1" top desk that is 6' long and 2' wide 29 ½" high,
- b. (1) One wood veneer credenza (43" long 16" wide and 25 ½" high) with sliding doors on one side and an enclosed back.
- c. (1) one attached cushion seat that is 16"wide 16" long and 2" high made with heavy duty fabric and high density foam between ILD 8lb and 12 lb.
- d. (1) One overhead one- sided stanchion mounted wood veneer cabinet with two sliding doors one covered with cork pin board. 35" long 16" wide 16" tall.
- e. (1) Desk screen that is 18" high above desk surface and includes 2 (EA.) Raceways for electrical and data wiring. As indicated in plan detail no 1 as per attached documents.

- f. (2) Under the top suspended metal conduit 4”wide 2” high and 70” long for running electrical, data and sound cables.
- g. All dimensions, and specifications as shown in plan No.4
- h. Provide all necessary mounting hardware for assembly including (but not limited to), screws, washers, spacers, nuts, bolts, end caps, grommets, edge covers, etc.

**(2) Working surface station/ printer station**

Part	Quantity
Rectangular wood veneer laminate working surface and shelves (according to measures in plan No. 3 and details No. 3 and details No. 4)	3
Under the top suspended conduit for data and electricity	6

**(3) IV LES, ACS Officers:**

**Cubicle type AA = 12 units**

Each cubicle is to include the following

Part	Quantity
“L” shape wood veneer laminate desk with back cover (4” above floor)	1
Back wood veneer screen (18” above desktop surface)	1
Mobile pedestal with lock	1
Overhead stanchion mounted wood veneer cabinet	1
Credenza seating cushion	1
Under the top suspended conduit for data and electricity	2

Material, dimensions and specifications:

- (i) Type AA cubicle: Provide 12 workstations as described in attached plans (Furniture AA).

Each cubicle shall include as follows:

- a. (1) one wood veneer 1” top “L” Shape desk that is on one side 67” long and 2’ wide 29 ½” high, and on the other side 56” long 2’ wide 29 ½” high.
- b. (1) One mobile wood veneer pedestal (22” long 16” wide and 25 ½” high) with sliding drawers.
- c. (1) one attached cushion seat that is 16”wide 16” long and 2” high made with heavy duty fabric and high density foam between ILD 8lb and 12 lb.

- d. (1) One overhead one- sided stanchion mounted wood veneer cabinet with two sliding doors one covered with cork pin board. 35” long 16” wide 16” tall.
- e. (1) Desk screen that is 18” high above desk surface and includes 2 (EA.) raceways for electrical and data wiring. As indicated in plan detail no 2.
- f. (2) Under the top suspended metal conduit 2”wide 2” high and 70” long for running electrical, data and sound cables.
- g. All dimensions, and specifications as shown in plan No.4
- h. Provide all necessary mounting hardware for assembly including (but not limited to), screws, washers, spacers, nuts, bolts, end caps, grommets, edge covers, etc.

11. Deliverable Product:

The deliverable product for this project shall be a complete, safe, finished office area. The Contractor shall comply with this SOW as described in all Sections prior to final acceptance and sign off. The contractor shall submit samples of the materials and mounting hardware to be reviewed and approved by the COR, including provider technical information and technical sheet.

12. Government furnished materials:

The Embassy will provide only electrical wiring material and wiring labor for this project.

13. Contractor furnished materials:

The Contractor will provide all labor, materials and equipment to finish this project successfully and with the expected quality using strong long lasting materials and accessories.

14. Trash and Disposal:

The Contractor shall be responsible for the daily disposal of all the materials produced by this project, and complete area clean up. The contractor shall move all current furniture to the designated area by the COR within the Embassy.

15. Test Plan and Acceptance:

- a. Acceptance for completion of all tasks under this delivery order shall be based on the successful quality inspection, and Government sign-off by the COR on all items successfully completed as described in detail on all sections of this document.

16. Quality Control and Warrantee:

- a. The contractor shall schedule a technical visit to the shop/factory to ensure quality of production by de COR.
- b. The Contractor shall perform quality work in accordance with the industrial standards and keep the COR informed at all times on all pertinent issues on progress and quality.

- c. The COR reserves the right to inspect, propose, and rectify any quality issues on all work being performed.
- d. While a quality control inspection can identify many obvious and immediate problems due to poor quality, it may be possible that some hidden or less obvious problems will manifest themselves only after a certain period of time. Therefore, the Contractor shall provide for a warranty of their finished work that the Contractor performed for a period not less than twelve months from date of acceptance.
- e. Any damages to U.S. property by the Contractor shall be replaced, repaired, or paid at Contractor's expense or deducted from their fees.
- f. The Contractor shall comply with all the Safety and Health International standards, including but not limited to safety boots, gloves, respirators, goggles or face shields, helmets, **approved extension cords, fiber glass ladders for welding process**, fire extinguisher, first aid kit. All tools will be inspected before any work is performed at the Embassy.

17. Work Schedule:

- a. The Contractor shall comply with the work schedule as follows for delivery and installation:
  - One week of working days and two weekends
  - Monday to Sunday from 07:00 AM to 10:00 PM
  - 1) Other working hours other than above can be requested with reasonable advance notice by the Contractor and shall be decided on a case by case basis by the COR.
  - 2) The work schedule can be interrupted due to special circumstances. The COR shall inform the contractor when this may happen.
- b. At the time of award the contractor shall take no longer than 90 calendar days to produce all pieces necessary in order to provide everything needed for installation of the purchased products on time under such tight timeframe for on-site installation.

18. Attachments:

Office Layout including existing and proposed configurations. Furniture details and renderings as follows:

- 1) Consular Section Floor plan
- 2) Type A cubicle
- 3) Isometrics Type A cubicle
- 4) Type AA cubicle
- 5) Isometrics Type AA cubicle

Additionally, your proposal must include a work plan, to include furniture delivery time and installation time. It must include a floor plan to show how furniture quoted will fit into the area provided in the attached floor plan. Measurements in floor plan indicate space available for each section.

## FAR CLAUSES APPLICABLE TO THIS PURCHASE

(Current thru FAC 2005-75-83)

### COMMERCIAL ITEMS

FAR 52.252 2 Clauses Incorporated By Reference (FEB 1998)

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

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

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

NUMBER	TITLE	DATE
52.204-9	Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system)	JAN 2011
52.212-4	Contract Terms and Conditions – Commercial Items (Alternate I (MAY 2014) of 52.212-4 applies if the order is time-and-materials or labor-hour)	MAY 2015
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 not covered by Defense Base Act insurance)	APR 1984

The following clause is provided in full text:

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAY 2015)

(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 (Dec 2014)
- (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:

- \_\_\_ (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 (Apr 2010) (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 (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- \_\_\_ (5) [Reserved].
- \_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- \_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (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. (Aug 2013) (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 (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_ (iv) Alternate III (Oct 2014) 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-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 (Nov 2011) (15 U.S.C. 657 f).
- \_\_\_ (22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- \_\_\_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- \_\_\_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

- (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(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 (JUL 2014) (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 (AUG 2013). (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)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-13.
- (37)(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.
- (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-16.
- (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- (41) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).
- (42)(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.
- (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (44) 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).
- (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_ (50) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (51) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_\_ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

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

\_\_\_ (1) 52.222-17, 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 2014)(E.O. 13658).

\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

\_\_\_ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or

maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
  - (ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (iii) 52.222-17, Nondisplacement of Qualified Workers (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 (Apr 2015) (E.O. 11246).
  - (vi) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (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 (Jul 2014) (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) X (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (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).
  - (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 (AUG 2013).
  - (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).
  - (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
  - (xvii) 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.
  - (xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.  
(End of clause)

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

NUMBER	TITLE DATE
652.225-71	Section 8(a) of the Export Administration Act of 1979, As Amended (if order exceeds simplified acquisition threshold) AUG 1999

- 652.229-70 Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post) JUL 1988
- 652.229-71 Personal Property Disposition at Posts Abroad AUG 1999
- 652.237-72 Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility) APR 2004
- 652.239-71 Security Requirements for Unclassified Information Technology Resources (for orders that include information technology resources or services in which the contractor will have physical or electronic access to Department information that directly supports the mission of the Department) SEP 2007
- 652.242-70 Contracting Officer's Representative AUG 1999
- 652.242-71 Notice of Shipments (for overseas shipment of supplies) JUL 1988
- 652.242-73 Authorization and Performance AUG 1999
- 652.243-70 Notices AUG 1999

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

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

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

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

(End of clause)