

Scope of Work | V-Space

- General Requirements:
 - The US Embassy in Lima requests quotes for implementing an interactive exhibit space in the Consular Section outdoor waiting area at the Embassy compound.
 - For the purpose of the project we will refer to the interactive exhibit space, as the V-Space.
 - The project should be completed by: December 31, 2015.
 - The V-Space will be implemented within an available area of 467.5 square meters.
 - The goal of the V-Space is to inform individuals utilizing the Consular waiting area about the culture, history, and current events in the United States. The V-Space may also educate visitors about U.S. government activities and programs in Peru. The space will achieve these goals by providing an interactive and informative experience through an appealing space, utilizing seating and furniture, with access to handheld devices and screens providing information related to the United States and its collaboration with Peru.
 - The V-Space will include tablets, large touch screens, and other media allowing the public to connect with the material through, apps and digital exhibits. The V-Space will feature space for the distribution of U.S. promotional pamphlets and brochures and will feature at least 50 books (coffee table books) available for the public.
 - At the end of the project, the contractor must deliver the V-Space ready to use.

- Specifications:
 - Design
 - Concepts that must be incorporated into the design of the space and elements/furniture:
 - Modern feel.
 - Visually appealing.
 - Creative use of light.
 - Contribute to creating a pleasant and calming experience.
 - Incorporate colors/accents/elements that resemble the United States (ie. red, white, blue, but not limited to these colors only).
 - Scalable. The design must contemplate the possibility of adding more elements to the V-Space. Design must be adaptable to upgrades and scaling up number of devices and elements.
 - Elements
 - Modules to display a minimum of six tablets.
 - The modules can be located anywhere within a limited area 467.5 square meters that will be specified.

- Location of modules must consider the flow of people during the visa application process so that the devices and publications are integrated into the flow of the process.
 - Tablets must be secured to the modules.
 - The modules must consider a way to protect the equipment from weather / humidity / rain, especially when not in use.
 - The design must be scalable/adaptable/flexible to allow the Embassy to add more elements and tablets to the proposed design.
 - Tablets must include the possibility to be connected to an electric outlet at all times.
- Two touch screens (42 inches) to display interactive content / exhibits / apps.
 - The screen will be installed on one of the side walls of the designated area.
 - In order to install the touch screen, the contractor must define the best system.
 - The touch screen can be placed within an element/piece of furniture designed for this purpose.
 - The design must consider protection from humidity/rain, especially when not in use.
 - Each touch screen must be connected to a CPU which will be placed in a storage area/element.
- Two TVs and corresponding DVD player to display audiovisual content.
 - The TVs will be installed on one of the side walls of the designated area.
 - The contractor must define the best system to install the equipment. The touch screen can be placed within an element/piece of furniture designed for this purpose.
 - Each TV must be connected to a DVD player placed in a storage area/element. DVD players
 - The design must consider protection from humidity/rain, especially when not in use overnight.
- Audio system to be used by Consular staff to call out names of applicants. Speakers must be placed next to screens and tablet stations in order for users to listen to their turn in the visa application process while they interact with the V-Space.

- Bookshelves.
 - At least 50 books (mainly coffee table books) will be available in the V-Space for public use.
 - See attachment with list of books, dimensions, weight, titles and topics.
 - The V-Space must include bookshelves with an innovative and inviting design.
 - The design must allow the public to see the cover of each book. The bookshelves design will take advantage of the high visual content of the books.
 - The bookshelves can be incorporated as a separate station or integrated with tablet stations.
 - Books must be easily accessible for the public to browse and read.
- Seating arrangements.
 - Seating is desired as part of the V-Space; however, the design can also contemplate standing stations for tablets.
 - Comfortable sitting is required.
- Implementation
 - Equipment
 - The contractor must incorporate into the design and install the equipment to be used in the V-Space, provided by the Embassy:
 - 6 tablets
 - 2 TVs (55 inches)
 - 2 DVDs/BluRay
 - 2 Touch Screens (42 inches), with corresponding CPUs.
 - Elements / Furniture / Stations
 - After the V-Space design is approved, the contractor will be in charge of building the elements.
 - Elements will be built at contractors location –not in the Embassy.
 - Elements will be transported by contractor to the Embassy and installed by the contractor under the supervision with appropriate Embassy staff.
 - Installation
 - Installation of all V-Space elements will be done by contractor in coordination with Embassy staff.

- Installation does not include electrical / cabling work on the Embassy's infrastructure. Electrical connections will only be needed on the V-Space modules.
 - The design must clearly indicate the places where electrical power must be available in the designated area in order to connect equipment.
 - All modules that will hold equipment (tablets, screens, tvs, other) must include electrical connections in order to obtain power from Embassy's electrical outlets.
- Content
 - Apps for tablets
 - Tablets will be loaded with content approved by Embassy staff.
 - Interactive exhibit
 - The touch screens will show an interactive exhibit that will be developed to show the different programs, projects and initiatives that the US Government works in collaboration with Peru.
 - Books
 - The list of books --including dimensions, weight and topics-- can be found in the attachments.
 - The information that will be provided in the V-Space through books, tablets, interactive exhibit and TVs will cover (but not limited to) the following topics:
 - Environment and conservation
 - Trade, entrepreneurship
 - Alternative development
 - Science, technology
 - Education / Universities / Study in the US
 - English teaching
 - Culture and arts
 - Sports
 - Tourism
 - Museums
 - Amusement parks and family entertainment
 - National Parks / Outdoors
 - Other
 - Security and counter narcotics

ATTACHMENT 2

Books for V-Space: Presentation Books

Vendor: Barnes&Noble

Contacto

tel

email

B&N Retail Store Customer Service. (esto es online dept).

service@barnesandnoble.com

2015

Vendor	Type/Level	Description	ISBN	Book type	Unit Price	Size (mm)	Shipping Weight (kg)
1 Amazon	American Culture	American Style	9782843236082	Hardcover	62.47	30 x 23.3 x 2.9	1.9
2 Barnes&Noble	American Culture	Buenas noches, Estados Unidos	9781602190696	Board Book	7.96	15 x 15 x 2	0.3
3 Amazon	Cities/States	Adventurer's Hawaii	9780962612459	Hardcover	23.02	28.7 x 23.9 x 2	1.4
4 Amazon	Cities/States	Alaska: A Photographic Excursion	9781578333585	Hardcover	26.69	29 x 22.6 x 2	1.2
5 Amazon	Cities/States	Boston (America the Beautiful)	9781554075911	Hardcover	12.55	25.9 x 25.9 x 1.3	0.8
6 Barnes&Noble	Cities/States	California (America the Beautiful)	9781554075454	Hardcover	14.04	25.9 x 25.9 x 1.3	0.7
7 Barnes&Noble	Cities/States	Central Park: An American Masterpiece	9780810939462	Hardcover	33.33	25.4 x 22.9 x 3.2	0.7
8 Barnes&Noble	Cities/States	Charleston, South Carolina: A Photographic Portrait	9781934907337	Hardcover	24.79	27.94 x 21.8 x 1.8	0.9
9 Barnes&Noble	Cities/States	Chicago (America the Beautiful)	9781554076826	Hardcover	16.46	26 x 1.3 x 26	0.7
10 Barnes&Noble	Cities/States	Florida (America the Beautiful)	9781554075430	Hardcover	12.63	26 x 1.3 x 26	0.7
11 Barnes&Noble	Cities/States	Hollywood: Then and Now	9781909108394	Hardcover	17.88	24.9 x 29 x 1.8	1.0
12 Amazon	Cities/States	Las Vegas and Beyond	9781876585280	Hardcover	38.14	23 x 30.5 x 2.7	1.2
13 Barnes&Noble	Cities/States	Los Angeles: Portrait of a City	9783836545150	Paperback	9.99	11.7 x 16.6 x 1.3	0.3
14 Amazon	Cities/States	Miami: Then and Now	9781909815070	Hardcover	13.01	2.5 x 28.6 x 24.8	0.9
15 Amazon	Cities/States	New Jersey (America the Beautiful)	9781554076130	Hardcover	13.08	26 x 1.3 x 26	0.7
16 Barnes&Noble	Cities/States	New York: Portrait Of A City	9783836505147	Hardcover	44.79	25 x 34 x 4.6	4.1
17 Barnes&Noble	Cities/States	Nueva York: Cuaderno de viaje / Travelogue (Spanish Edition)	9788499354514	Hardcover	38.95	2.5 x 29.2 x 25.4	0.8
18 Barnes&Noble	Cities/States	Oregon	9781551108643	Hardcover	17.73	25.7 x 1.5 x 26.2	0.9
19 Amazon	Cities/States	RHODE ISLAND Ocean Sites & City Lights: A Collection of Photographs	9781616589721	Hardcover	28.99	30.7 x 20.8 x 1.5	0.8
20 Amazon	Cities/States	San Francisco: A Photographic Portrait	9781934907313	Hardcover	26.95	28 x 21.6 x 2.3	0.9
21 Amazon	Cities/States	Seattle: Then and Now	9781910496008	Hardcover	12.03	24.4 x 27.9 x 1.8	0.9
22 Barnes&Noble	Cities/States	TASCHEN'S New York, 2nd Edition	9783836554879	Hardcover	27.18	23.8 x 30.2 x 4.3	2.7
23 Barnes&Noble	Cities/States	Texas: Portrait of a State	9780882409153	Hardcover	15.34	25.4 x 1.8 x 25.1	0.8
24 Barnes&Noble	Cities/States	The French Quarter of New Orleans	9781578065240	Hardcover	40.50	23 x 30.5 x 3	1.7
25 Barnes&Noble	Cities/States	Washington D.C.: A Visual Portrait	9781465433848	Hardcover	33.53	26.4 x 2 x 34.3	1.4
26 Barnes&Noble	Cities/States	Washington, D.C. Then and Now	9781607107552	Hardcover	12.50	28.7 x 24.6 x 2	1.0
27 Barnes&Noble	Comics	DC Comics: A Visual History	9781465433848	Hardcover	35.04	26.3 x 1.4 x 32.1	2.7
28 Barnes&Noble	Comics	Marvel : The Characters and Their Universe	9780785831655	Hardcover	18.04	2.5 x 23.5 x 30.5	1.7
29 Barnes&Noble	Comics	Peanuts: The Art of Charles M. Schulz	9780375420979	Hardcover	20.23	22.4 x 3 x 18.5	1.1
30 Barnes&Noble	Dance	In Classic Style: The Splendor of American Ballet Theatre	9780847830411	Hardcover	35.71	45.7 x 31.3 x 5.5	3.9
31 Barnes&Noble	Design	Car Design America: Myths, Brands, People	9783832795962	Hardcover	36.76	31.8 x 24.4 x 3.4	1.5
32 Barnes&Noble	Design	Menu Design in America: 1850-1985	9783836266623	Hardcover	57.31	25 x 31.7 x 4.3	2.6
33 Barnes&Noble	Design	The Best American Infographics 2014	9780547974514	Hardcover	75.00	22.4 x 29.2 x 1.3	0.8
34 Barnes&Noble	Food	American Food by the Decades	9780313376986	Hardcover	94.00	25.4 x 17.8 x 2.3	0.7
35 Barnes&Noble	Food	The Taste of America	9780714865829	Hardcover	20.25	27 x 18 x 3	1.1
36 Barnes&Noble	History	A Place of Remembrance: Official Book of the National September 11 Memorial	9781426208072	Paperback	15.02	22.9 x 22.9 x 1.5	0.8
37 Amazon	History	American Photojournalism Comes of Age	9781560987864	Paperback	28.33	28 x 21.6 x 1.7	0.9
38 Amazon	History	Long May She Wave: A Graphic History of the American Flag	9781580083126	Hardcover	55.00	29.2 x 37 x 3.6	0.6
39 Barnes&Noble	History	Portrait of a Nation, Second Edition: Men and Women Who Have Shaped America	9781588344946	Paperback	19.95	NO DATA	0.6
40 Amazon	History	Saving America's Treasures	9780792279426	Hardcover	35.00	28.5 x 24 x 2.3	1.2
41 Amazon	History	Time America: An Illustrated History	9781933821245	Hardcover	29.95	30.2 x 27.3 x 2.6	1.7

42	Barnes&Noble	Landscapes/Sceneries	America the Beautiful	9780399238857	Hardcover	17.02	22.6 x 1.2 x 28.6	0.4
43	Barnes&Noble	Landscapes/Sceneries	America: A Visual Journey	9781552857267	Hardcover	26.72	26 x 2.6 x 35.2	1.6
44	Barnes&Noble	Landscapes/Sceneries	America's Parks	9780810930841	Hardcover	45.24	36.5 x 28.6 x 3.2	4.0
45	Barnes&Noble	Landscapes/Sceneries	An American Odyssey: Photos from the Detroit Photographic Company 1888-1924	9789386542104	Hardcover	179.72	45.7 x 32.4 x 7.6	7.2
46	Barnes&Noble	Landscapes/Sceneries	Conroy Adams: 400 Photographs	9780316400794	Paperback	20.02	20.7 x 25.5 x 3.3	1.8
47	Barnes&Noble	Landscapes/Sceneries	Canyon Wilderness of the Southwest	9781599621319	Hardcover	45.00	NO DATA	0.6
48	Barnes&Noble	Landscapes/Sceneries	Life: America the Beautiful: A Photographic Journey, Coast to Coast and Beyond	9781933821153	Hardcover	21.96	25.4 x 34.3 x 1.9	1.5
49	Barnes&Noble	Landscapes/Sceneries	State-by-State Guide (United States Of America)	9780590043748	Paperback	9.10	28.5 x 22.4 x 1.2	0.5
50	Barnes&Noble	Landscapes/Sceneries	The National Parks: Our American Landscape	9781601090454	Paperback	16.79	25.9 x 35.1 x 2.3	2.0
51	Amazon	Landscapes/Sceneries	These United States	9780847831487	Hardcover	17.32	27.5 x 36.6 x 2.9	2.7
52	Barnes&Noble	Landscapes/Sceneries	This Land Is Your Land	9780316042727	Hardcover	13.43	22.2 x 1 x 29.2	0.5
53	Amazon	Magazines	LIFE 70 Years of Extraordinary Photography: The Platinum Anniversary Collection (Hardcover)	9781933405179	Hardcover	81.00	33 x 27.3 x 2.2	1.9
54	Amazon	Magazines	Norman Rockwell: 332 Magazine Covers (Tiny Folio)	9780789204097	Hardcover	10.76	12.9 x 10.6 x 3	0.3
55	Barnes&Noble	Movies	Designs on Film: A Century of Hollywood Art Direction	9780060881221	Hardcover	54.45	22.9 x 26.7 x 3	1.9
56	Barnes&Noble	Movies	Hollywood Costume	9781419709821	Hardcover	52.78	24.1 x 3.2 x 31.1	2.2
57	Barnes&Noble	Movies	Starstruck: Vintage Movie Posters from Classic Hollywood	9780789210197	Hardcover	49.85	30.5 x 25.4 x 3.1	3.0
58	Barnes&Noble	Movies	The Art of Pixar: 25th Anniv.: The Complete Color Scripts and Select Art from 25 Years of An	9780811879637	Hardcover	34.85	23.4 x 27.9 x 3	1.9
59	Barnes&Noble	Movies	The Art of Walt Disney: From Mickey Mouse to the Magic Kingdoms and Beyond	9780810998148	Hardcover	61.64	29.8 x 23.8 x 4.8	3.0
60	Barnes&Noble	Movies	The Illustrated Star Wars Universe	9780553374841	Paperback	19.25	27.9 x 21.5 x 1.1	0.5
61	Barnes&Noble	Movies	The Art of Walt Disney: From Mickey Mouse to the Magic Kingdoms and Beyond	9781423107668	Hardcover	40.62	33.5 x 26 x 2.5	1.8
62	Barnes&Noble	Museums/Art	Walt Disney Imagineering: A Behind the Dreams Look at Making More Magic Real	9780810955325	Hardcover	50.72	31.8 x 25.4 x 3.6	2.5
63	Amazon	Museums/Art	America's Art: Masterpieces from the Smithsonian American Art Museum	9780714849669	Paperback	32.01	29 x 25 x 3.3	2.0
64	Barnes&Noble	Museums/Art	Andy Warhol Portraits	9780714849669	Paperback	64.31	30.5 x 26.7 x 3	2.2
65	Barnes&Noble	Museums/Art	Living with American Indian Art: The Hirschfeld Collection	9781423604525	Hardcover	19.95	20.8 x 13.2 x 1.8	0.6
66	MoMA Store	Museums/Art	MoMA Highlights (Spanish version)	9780870708466	Hardcover	14.28	22.5 x 22.5 x 1.3	0.5
67	Barnes&Noble	Museums/Art	The George Washington Collection: Fine and Decorative Arts at Mount Vernon	9780316071703	Hardcover	43.67	30.5 x 23 x 3.8	2.3
68	Amazon	Museums/Art	The Metropolitan Museum of Art Guide	9781555952686	Hardcover	15.64	24.8 x 17.1 x 2.8	1.3
69	Barnes&Noble	Museums/Art	The Smithsonian First Ladies Collection	9780300179491	Paperback	8.84	17.7 x 0.5 x 22.9	0.3
70	Barnes&Noble	Music	American Music	9781588344694	Paperback	50.67	25.2 x 3.2 x 31.2	2.0
71	Barnes&Noble	Population	Humans of New York	9780375505072	Hardcover	18.06	23.8 x 19.1 x 2.7	1.0
72	Barnes&Noble	Population	The Americans	9781250038821	Hardcover	22.55	18.4 x 20.9 x 2.5	0.8
73	Barnes&Noble	Population	The Farmer in All of Us: An American Portrait	9783865215840	Hardcover	34.94	25.1 x 30.5 x 2.8	1.9
74	Barnes&Noble	Population	The Photographs of Gordon Parks: The Library of Congress (Fields of Vision)	9781426213304	Hardcover	11.80	18 x 18 x 0.7	0.2
75	Barnes&Noble	Science	NASA/Art: 50 Years of Exploration	9781904832874	Paperback	31.43	30.5 x 25.4 x 2	1.6
76	Barnes&Noble	Science	Norman Mailer: Moonfire, The Epic Journey of Apollo 11	9780810972872	Hardcover	14.75	19.5 x 14 x 4.1	1.3
77	Barnes&Noble	Science	No Small Matter: Science on the Nanoscale	9780674035669	Hardcover	19.52	25.1 x 26 x 2.1	1.2
78	Barnes&Noble	Science	The Space Shuttle: Celebrating Thirty Years of NASA's First Space Plane	9780760339411	Hardcover	38.76	28.6 x 26.7 x 3.3	1.9
79	Barnes&Noble	Sports	Sports Illustrated: The Basketball Book	9781933821191	Hardcover	19.76	30.9 x 27.8 x 2.8	1.9
80	Barnes&Noble	Sports	Sports Illustrated: The Football Book	9781932994742	Hardcover	72.99	28.3 x 2.9 x 31.4	1.9
81	Barnes&Noble	Sports	Sports Illustrated: The Baseball Book Expanded Edition	9781603202084	Hardcover	18.26	28.6 x 3.2 x 31.1	2.2
82	Barnes&Noble	Sports	Soccer in America: The Official Book of the US Soccer Federation	9780847840922	Hardcover	31.58	30.5 x 22.9 x 3	2.0
83	Barnes&Noble	Theater	Broadway Musicals: From the Pages of The New York Times	9781419703379	Hardcover	39.78	30.5 x 25.4 x 3	2.3
84	Barnes&Noble	Toys	Beautiful LEGO	9781593275082	Paperback	17.53	25.2 x 20.7 x 1.7	1.0
85	Barnes&Noble	Toys	Toys and American Culture: An Encyclopedia	9780313347986	Hardcover	80.00	25.7 x 17.8 x 3.3	1.1
86	Barnes&Noble	TV	Saturday Night Live: The Book	9789836552417	Hardcover	31.57	28 x 28 x 4.3	2.6
87	Barnes&Noble	TV	The 100 Greatest Looney Tunes Cartoons	9781608870035	Hardcover	17.38	15.2 x 22.9 x 2.5	0.8
88	Barnes&Noble	TV	The Hanna-Barbera Treasury: Rare Art and Mementos from your Favorite Cartoon Classics	9781933784281	Hardcover	45.00	27.9 x 25.4 x 3.3	1.6
89	Barnes&Noble	Urban Art	Urban Art Chicago: A Guide to Community Murals, Mosaics, and Sculptures	9781566632843	Hardcover	87.24	15 x 22.8 x 1.3	0.6
90	Barnes&Noble	Wildlife	Wildlife in American Art: Selections from the National Museum of Wildlife Art	9780806140155	Hardcover	46.81	22.9 x 3.3 x 30.5	2.1
91	Amazon	Wildlife	The Buffalo Are Back	9780525422150	Hardcover	13.58	28.6 x 0.9 x 23.5	0.4
92	Amazon	Wildlife	Rare: Portraits of America's Endangered Species	9781426205750	Hardcover	14.81	17.8 x 25.4 x 2.5	0.8
TOTAL						2983.36		

ATTACHMENT 4

CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS AWARDED BY OVERSEAS CONTRACTING ACTIVITIES (Current thru FAC 2005-69)

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 (OCT 2008) of 52.212-4 applies if the order is time-and-materials or labor-hour)	SEPT 2013
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
52.225-25	Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran – Representation and Certification (applies to acquisitions above the micropurchase threshold)	DEC 2012
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)	APR 1984
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

The following clause is provided in full text:

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (SEPT 2013)

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

- (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
- ✓ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(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. 253g and 10 U.S.C. 2402).

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

__ (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) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

__ (6) 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).

__ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

__ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L.

111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

__ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

__ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (11) [Reserved]

__ (12)(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).

__ (13)(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.

__ (14) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

__ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (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 (Jul 2010) of 52.219-9.

__ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

__ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

__ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

__ (ii) Alternate I (June 2003) of 52.219-23.

__ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

__ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

__ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

- (25) 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)).
- (26) 52.222-3, *Convict Labor (June 2003)* (E.O. 11755).
- (27) 52.222-19, *Child Labor—Cooperation with Authorities and Remedies (Mar 2012)* (E.O. 13126).
- (28) 52.222-21, *Prohibition of Segregated Facilities (Feb 1999)*.
- (29) 52.222-26, *Equal Opportunity (Mar 2007)* (E.O. 11246).
- (30) 52.222-35, *Equal Opportunity for Veterans (Sep 2010)*(38 U.S.C. 4212).
- (31) 52.222-36, *Affirmative Action for Workers with Disabilities (Oct 2010)* (29 U.S.C. 793).
- (32) 52.222-37, *Employment Reports on Veterans (SEP 2010)* (38 U.S.C. 4212).
- (33) 52.222-40, *Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)* (E.O. 13496).
- (34) 52.222-54, *Employment Eligibility Verification (JUL 2012)*. (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) 52.223-15, *Energy Efficiency in Energy-Consuming Products (DEC 2007)* (42 U.S.C. 8259b).
- (37)(i) 52.223-16, *IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)* (E.O. 13423).
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (38) 52.223-18, *Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)* (E.O. 13513).
- (39) 52.225-1, *Buy American Act—Supplies (Feb 2009)* (41 U.S.C. 10a-10d).
- (40)(i) 52.225-3, *Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012)* (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 (Mar 2012) of 52.225-3.
- (iii) Alternate II (Mar 2012) of 52.225-3.
- (iv) Alternate III (Nov 2012) of 52.225-3.
- (41) 52.225-5, *Trade Agreements (SEPT 2013)* (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

x (42) 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).

 (43) 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).

 (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

 (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

 x (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

 (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

 x (48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

 x (49) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

 (50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

 (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

 (52)(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) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

 (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

___ (9) 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) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (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 (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

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

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 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).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 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 (if a COR will be named for the order) Fill-in for paragraph b: "The COR is _____"	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)