

RFQ NUMBER PR9183231 – Janitorial Service INL

**THE EMBASSY OF THE UNITED STATES OF AMERICA
REQUIRES A Company to Provide the below items**

COMPANY NAME: _____

To perform janitorial work, including furnishing all labor, material, equipment and services, for the U.S. Mission building in Tegucigalpa. The service is required for a period of 6(six) months as per SOW below.

Pricing Section (lempiras)-

Period: July 21, 2020 – January 20, 2021

Item	Description of Services	Quantity	Unit Price	Total Price
1	The Contractor shall perform janitorial work, including furnishing all labor, material, equipment and services, for the U.S. Mission building in Tegucigalpa. The price listed shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The Government will pay the Contractor the fixed price per month for standard services that have been satisfactory performed.	6 months	lps	lps
			Total Period	lps

VALUE ADDED TAX. Value Added Tax (VAT) is not applicable to this contract and shall not be included in the CLIN rates or Invoices because the U.S. Embassy has a tax exemption certificate from the host government.

Your offer must be submitted in the above format no later than **July 17, 2020** at 10:00 a.m. via e-mail to castrowurx@state.gov If there are any questions regarding this ad please contact Ricardo Castro Wu - Procurement Agent, telephone number 2236-9320 x.4309 or 9435-8380.

Company: _____

Contact Name and Position: _____

Telephone Number: _____

Date: _____

Signed: _____

STATEMENT OF WORK

DESCRIPTION / SPECIFICATIONS

I. SCHEDULE PRICES

The Contractor shall perform janitorial work, including furnishing all labor, material, equipment and services, for the U.S. Mission building in Tegucigalpa. The price listed shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The Government will pay the Contractor the fixed price per month for standard services that have been satisfactory performed.

The performance period of this contract is 6 months. The initial period of performance includes any transition period authorized under the contract.

VALUE ADDED TAX. Value Added Tax (VAT) is not applicable to this contract and shall not be included in the CLIN rates or invoices because the U.S. Embassy has a tax exemption certificate from the host government.

II. STANDARD SERVICES

The purpose of this fixed price contract is to obtain janitorial services for real property managed by the U.S. Government. Schedule will be from 08:00 to 17:00, Monday through Friday. The contractor shall perform these services in all designated spaces including, but not limited to halls, offices, restrooms, work areas, entrance ways, kitchens, lobbies, storage areas, elevators, stairways, green areas inside the compound and parking facilities. The cleaning services include deodorizing and sanitizing all areas of the installations at all levels in accordance with the following:

Bathrooms: 12 (multiple toilets, showers and sinks)

Kitchens: 3

Bedrooms: 7

Laundry: 2

Cellar: 2

Offices and Conference Rooms: 16

Lobbies, hallways and reception: 6

Staircase: 1

Open Dining Area: 1

Guard Posts: 2

Living rooms: 1

Internal and external patio areas

Parking Area: 1

Terrace: 1

Green area

- Receive drinking water bottles and place them in the water oasis
- Water the green areas and plants (internal/external)
- Transport and throw away the trash on a weekly basis

Office areas require an escort and can only be entered during scheduled times. The General Instructions shall emphasize security requirements so that accidental security violations do not occur.

Contractor shall schedule routine cleaning requirements to ensure that these are done in the order and time frame that is most efficient and has the least impact on normal operations. They are to be performed on the established days.

Contractor shall schedule periodic cleaning requirements so that it causes minimal disruption to the normal operation of the facility. Schedule will be from 08:00 to 17:00, Monday through Friday.

III. TYPES OF SERVICES:

Standard services shall include the following:

- A. Daily cleaning requirements shall consist of:
 - a. Sweeping all floors including damp mopping of areas such as tile, staircases and public areas. Floors shall be free of dust, mud, sand, footprints, liquid spills, and other debris. Chairs, trash receptacles, and easily moveable items shall be tilted or moved to clean underneath. The frequency may be higher than once per day when it is rainy. When completed, the floor and halls shall have a uniform appearance with no streaks, smears, swirl marks, detergent residue, or any evidence of remaining dirt or standing water.
 - b. Dusting and cleaning all furniture including desks, chairs, credenzas, computer tables, telephone tables, bookshelves with or without glass doors, pictures, maps, telephones, computers and CRT screens, lamps and other common things found in an office environment. All furniture shall be free of dust, dirt and sticky surfaces and areas.
 - c. Thorough cleaning toilets, bathrooms, mirror, and shower facilities, using suitable non-abrasive cleaners and disinfectants. All surfaces shall be free of grime, soap scum, mold, and smudges. The contractor shall refill paper towels, toilet paper, and soap in all bathrooms. The contractor shall check those areas used by personnel visiting the building several times daily to ensure that the facilities are always clean and neat.
 - d. Emptying all wastepaper baskets, replacing plastic wastepaper basket linings and returning items where they are located.
 - e. Removing any grease marks and fingerprints from walls, doors, door frames, radiators, windows and window frames, glass desk protectors, reception booths and partitions.
 - f. Removing trash to designated area as directed by the COR, and keeping trash area in a reasonably clean condition.

- g. Sweeping debris from walkways, driveways, parking lot, patio areas. This may include, if necessary to keep up with quality standard, hose cleaning with water of certain areas during appropriate seasons (taking into consideration environmental restrictions on water if necessary)
 - h. Maintain adequate supply of purified water and paper cups in all water dispensers located throughout the office building including those located in guard booths and health club. 5 gallon bottles should be changed at the right time to keep a constant supply of water without causing a major waste of water by replacing them prematurely. Bottles should be cleaned before mounting on the dispenser.
 - i. Water all indoor and exterior plants including the grass areas inside and outside the perimeter of the compound.
- B. Weekly cleaning requirements shall consist of:
- a. Dusting tops of tall furniture, tops of picture frames and areas not covered in daily dusting.
 - b. Spot cleaning baseboards and walls.
 - c. Spot waxing and polishing floors as needed.
 - d. Dusting windowsills and blinds.
 - e. Cleaning shutters as required.
 - f. Sweeping and washing terraces and balconies to remove all accumulated dirt and debris.
 - g. Sanitizing water cooler with chlorine solution.
 - h. Remove garbage from the receptacles at designated storage area outside the building and transport the bagged garbage to the city crematorium / dumping ground.
 - i. Cut and clean the garden areas in this compound and front side walk.
- C. Monthly cleaning requirements shall consist of:
- a. Cleaning major appliances inside and out including vacuuming dust from around motor areas.
 - b. Wiping window blinds with a damp cloth to ensure that all smudges are removed.
 - c. Cleaning inside window glass and sash of smudges and accumulated dirt.
 - d. Moving all furniture and vacuuming or polishing the floor under the furniture as appropriate.
 - e. Remove dead branches from under and around all trees within the premises as well as those located on the sidewalks surrounding the building.
 - f. Remove or apply weed killer to any weeds growing on the parking lot and stone walls and sidewalks along the perimeter of the compound.
- D. Quarterly cleaning requirements shall consist of:
- a. Washing the outsides of the windows. When completed, the light fixtures shall be free from bugs, dirt, grime, dust, and marks.
 - b. Removing and washing window blinds.
 - c. Cleaning and sanitizing the trash holding area.
 - d. Dusting and wiping light fixtures and chandeliers. When completed, the light fixtures shall be free from bugs, dirt, grime, dust and marks.

e. Cleaning gutters and down spouts of all collected debris.

E. Annual cleaning requirements shall consist of:

a. Stripping wax coats and seal coats to the bare floor surface; cleaning the bare surface, and reapplying a seal coat.

IV. MANAGEMENT AND SUPERVISION

The contractor shall designate one of its employees working in this compound as a representative who shall be responsible for on-site supervision of the contractor's workforce. This employee shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel.

The contractor shall maintain schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the post. For those items other than routine daily services, the contractor shall provide the COR with a detailed plan as to the personnel to be used and the time frame to perform the service.

The contractor shall be responsible for quality control. The contractor shall perform inspection visits to the work site on a regular basis. The contractor shall coordinate these visits with the COR. These visits shall be surprise inspections to those working on the contract.

V. LOCATION FOR JANITORIAL SERVICES

All standard services are to be delivered on regular working days to:

Bathrooms
Kitchens
Bedrooms
Laundry
Cellar
Offices and Conference Rooms
Lobbies, hallways and reception
Staircase
Open Dining Area
Guard Posts
Living rooms
Internal and external patio areas
Parking Area
Terrace
Green area

VI. PERSONNEL

General. The contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by Contractor employees at the site. The contractor shall preserve peace and protect persons and property on site. The government reserves the right to direct the Contractor to remove an employee from the worksite for failure to

comply with the standards of conduct. The contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the government.

VII. STANDARD OF CONDUCT

1. Uniforms and personal equipment. The contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR).
2. Neglect of duties shall not be condoned. The contractor shall enforce no sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.
3. Disorderly conduct, use of abusive or offensive language, quarrelling, intimidation by words, actions or fighting shall not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient office operations.
4. Intoxicants and narcotics. The contractor shall not allow its employees while on duty to possess, sell, consume or be under the influence of intoxicants, drugs or substances that produce similar effects.
5. Criminal actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstance. These include but are not limited to the following actions:
 - Falsification or unlawful concealment, removal, mutilation or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;
 - Unauthorized use of Government property, theft, vandalism, or immoral conduct;
 - Unethical or improper use of official authority or credentials;
 - Security violations; or,
 - Organizing or participating in gambling in any form.
6. Key control. The contractor shall receive, secure, issue and account for any keys issued for access to the designated cleaning material storage space. The contractor shall not duplicate keys without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the contractor shall remove the individual(s) responsible from this contract. If the contractor has lost any such keys, the contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system.

VIII. NOTICE TO THE GOVERNMENT OF LABOR DISPUTES

The contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.

IX. PERSONNEL SECURITY

After award of the contract, the contractor shall provide the following list of data on each employee who will be working under the contract. The contractor shall include a list of workers and supervisors assigned to this project. The Government will run background checks on these individuals. It is anticipated that security checks will take 30 days to perform. For each individual the list shall include:

- a. Full name

- b. Place and Date of Birth
- c. Current Address
- d. Identification Number

The compound administration shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the US Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves a Contractor service, or at the request of the Government. The Government reserves the right to deny access to U.S. owned and U.S. operated facilities to any individual.

X. MATERIALS AND EQUIPMENT

The contractor shall provide all necessary janitorial supplies and equipment, including mops, brooms, dust rags, detergents, cleaner, sanitizers, disinfectants, etc. to perform the work identified in this contract.

The embassy will provide the following supplies: rolls of toilet paper, paper towel, soap cartridges, hand sanitizer cartridge, paper cups and 5 gallon bottles of purified water.

XI. OTHERS

- a) The rate includes:

Skilled and trained workforce. Salary and all the rights and benefits established by law by the Government of Honduras. Cleaning materials and supplies for basic cleaning of the installations, bathrooms, walls and floors. External monitoring or supervision. Personnel assigned to verify the work on-site, check work programs and schedule and supervise the efficient performance and behavior of the staff assigned.

- b) Customer care:

Executives available to timely answer any requirement relating to the service or any other request were support is required.

- c) Quality control:

Continual verification of compliance with the quality standards that the service demands through a customer satisfaction survey.

- d) Contractor's responsibilities:

Provide to employees all legal benefits according to Honduran law, including Social Security. Staff will be properly identified and uniformed. Immediate replacement of staff due to disability, leave, absence or other. On the designated working days, staff duty service will be from 8:00 to 17:00.

e) Insurance:

Amount of insurance. The Contractor is required to provide whatever insurance is legally necessary. The contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General liability (includes premises/ operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

1. Bodily Injury stated in US dollar
 - a. Per occurrence \$ 1,000.00
 - b. Cumulative \$ 10,000.00
2. Property Damage stated in US dollars:
 - a. Per occurrence \$ 1,000.00
 - b. Cumulative \$10,000.00

The types and amounts of insurance are the minimums required. The contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

For those Contractor employees assigned to this contract who are either United States citizens or direct hire in the United States or its possessions, the Contractor shall provide workers' compensation insurance in accordance with FAR52.228-3.

The contractor agrees that the Government shall not be responsible for personal injuries or to damages to:

- a) Any property of the Contractor,
- b) Its officers,
- c) Agents,
- d) Servants,
- e) Employees, or
- f) Any other person

arising from an incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance for loose transit to the site or in storage on or off the site.

Government as Additional Insured. The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within ten (10) calendar days after contract award. The Government may rescind or terminate the contract if the Contractor fails to timely submit insurance certificates identified above.

XII. LAWS AND REGULATIONS

Without additional expense to the Government, the Contractor shall comply with all laws, codes, ordinances, and regulations required to perform this work. In the event of a conflict among the contract and requirements of law, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor’s proposed course of action for resolution by the Contracting Officer.

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

XIII. QUALITY ASSURANCE AND SURVEILLANCE PLAN

Quality Assurance and Surveillance Plan (QASP). This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer’s Representative (COR) to monitor contractor performances, advise the contractor of unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Paragraphs	Performance Threshold
Services. Performs all janitorial services set forth in the performance work statement (PWS)	1 thru 10	All required services are performed and no more than one (1) customer complaint is received per month.

SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the service provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

STANDARD. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions- Commercial Items), if any of the services exceed the standard.

PROCEDURES.

- a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- b) The COR will complete appropriate documentation to record the complaint.
- c) If the COR determines the complaint is invalid, the COR will advise the complaint. The COR will retain the annotated copy of the written complaint for his/ her files.

- d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

**CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS
AWARDED BY OVERSEAS CONTRACTING ACTIVITIES
(Current thru FAC 2020-05, dated 04/29/20)**

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
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system)	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018

52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.212-4	Contract Terms and Conditions – Commercial Items (Alternate I (MAY 2014) of 52.212-4 applies if the order is time-and-materials or labor-hour)	OCT 2018
52.225-19	Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only)	MAR 2008
52.227-19	Commercial Computer Software License (if order is for software)	DEC 2007
52.228-3	Workers' Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance)	JUL 2014
52.228-4	Workers' Compensation and War-Hazard Insurance (if order is for services and contractor employees are <u>not</u> covered by Defense Base Act insurance)	APR 1984
52.246-26	REPORTING NON CONFORMING ITEMS	DEC 2019

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-
COMMERCIAL ITEMS (MAR 2020)

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

— (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (*Oct 2015*) ([41 U.S.C. 3509](#)).

— (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (*June 2010*) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

— (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (*Oct 2018*) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

— (5) [Reserved].

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

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

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

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

— (10) [Reserved].

— (11)

(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (*Mar 2020*) ([15 U.S.C.657a](#)).

— (ii) Alternate I (*Mar 2020*) of [52.219-3](#).

— (12)

(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

— (ii) Alternate I (Mar 2020) of [52.219-4](#).

— (13) [Reserved]

— (14)

(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Mar 2020) ([15 U.S.C.644](#)).

— (ii) Alternate I (Mar 2020).

— (iii) Alternate II (*Nov 2011*).

— (15)

(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Mar 2020) ([15 U.S.C. 644](#)).

— (ii) Alternate I (Mar 2020) of [52.219-7](#).

— (iii) Alternate II (*Mar 2004*) of [52.219-7](#).

— (16) [52.219-8](#), Utilization of Small Business Concerns (*Oct 2018*) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

— (17)

(i) [52.219-9](#), Small Business Subcontracting Plan (Mar 2020) ([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 (Mar 2020) of [52.219-9](#).

— (v) Alternate IV (*Aug 2018*) of [52.219-9](#)

— (18) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).

— (19) [52.219-14](#), Limitations on Subcontracting (Mar 2020) ([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 (Mar 2020) ([15 U.S.C. 657f](#)).

— (22)

(i) [52.219-28](#), Post Award Small Business Program Rerepresentation (Mar 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).

(ii) Alternate I (MAR 2020) of [52.219-28](#).

— (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) ([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 (Mar 2020) ([15 U.S.C. 637\(m\)](#)).

(25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).

(26) [52.219-33](#), Nonmanufacturer Rule (Mar 2020) ([15 U.S.C. 637\(a\)\(17\)](#)).

— (27) [52.222-3](#), Convict Labor (*June* 2003) (E.O.11755).

—X_ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).

— (29) [52.222-21](#), Prohibition of Segregated Facilities (*Apr* 2015).

— (30)

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

— (ii) Alternate I (*Feb* 1999) of [52.222-26](#).

— (31)

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

— (ii) Alternate I (*July* 2014) of [52.222-35](#).

— (32)

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

— (ii) Alternate I (July 2014) of [52.222-36](#).

__ (33) [52.222-37](#), Employment Reports on Veterans (*Feb 2016*) ([38 U.S.C. 4212](#)).

__ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (*Dec 2010*) (E.O. 13496).

X (35)

(i) [52.222-50](#), Combating Trafficking in Persons (*Jan 2019*) ([22 U.S.C. chapter 78](#) and E.O. 13627).

__ (ii) Alternate I (*Mar 2015*) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

__ (36) [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](#).)

__ (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](#).

X (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)

(i) [52.224-3](#) Privacy Training (*Jan 2017*) (5 U.S.C. 552 a).

— (ii) Alternate I (*Jan 2017*) of [52.224-3](#).

— (48) [52.225-1](#), Buy American-Supplies (*May 2014*) ([41 U.S.C. chapter 83](#)).

— (49)

(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](#).

— (50) [52.225-5](#), Trade Agreements (*Oct 2019*) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

X (51) [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).

— (52) [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](#)).

__ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

__ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

X (55) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).

__ (56) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).

__ (57) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) ([31 U.S.C. 3332](#)).

X (58) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C.3332](#)).

__ (59) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C.3332](#)).

__ (60) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

__ (61) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

__ (62)

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

__ (ii) Alternate I (Apr 2003) of [52.247-64](#).

__ (iii) Alternate II (Feb 2006) of [52.247-64](#).

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

[Contracting Officer check as appropriate.]

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

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

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

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

— (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (*May 2014*) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

— (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (*May 2014*) ([41 U.S.C. chapter 67](#)).

— (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May 2014*) ([41 U.S.C. chapter 67](#)).

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

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

— (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (*May 2014*) ([42 U.S.C. 1792](#)).

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

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

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

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

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

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (*Oct* 2015) ([41 U.S.C. 3509](#)).
- (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (*Jan* 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (*Jul* 2018) (Section 1634 of Pub. L. 115-91).
- (iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (*Aug* 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) [52.219-8](#), Utilization of Small Business Concerns (*Oct* 2018) ([15 U.S.C.637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (vi) [52.222-17](#), Nondisplacement of Qualified Workers (*May* 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).
- (vii) [52.222-21](#), Prohibition of Segregated Facilities (*Apr* 2015).
- (viii) [52.222-26](#), Equal Opportunity (*Sept* 2015) (E.O.11246).
- (ix) [52.222-35](#), Equal Opportunity for Veterans (*Oct* 2015) ([38 U.S.C.4212](#)).
- (x) [52.222-36](#), Equal Opportunity for Workers with Disabilities (*Jul* 2014) ([29 U.S.C.793](#)).
- (xi) [52.222-37](#), Employment Reports on Veterans (*Feb* 2016) ([38 U.S.C.4212](#))
- (xii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (*Dec* 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xiii) [52.222-41](#), Service Contract Labor Standards (*Aug* 2018) ([41 U.S.C. chapter 67](#)).
- (xiv)
- (A) [52.222-50](#), Combating Trafficking in Persons (*Jan* 2019) ([22 U.S.C. chapter 78](#) and E.O 13627).
- (B) Alternate I (*Mar* 2015) of [52.222-50](#)([22 U.S.C. chapter 78](#)and E.O 13627).
- (xv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (*May* 2014) ([41 U.S.C. chapter 67](#)).

(xvi) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May 2014*) ([41 U.S.C. chapter 67](#)).

(xvii) [52.222-54](#), Employment Eligibility Verification (*Oct 2015*) (E.O. 12989).

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

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

(xx)

(A) [52.224-3](#), Privacy Training (*Jan 2017*) ([5 U.S.C. 552a](#)).

(B) Alternate I (*Jan 2017*) of [52.224-3](#).

(xxi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (*Oct 2016*) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xxii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (*May 2014*) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

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

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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 Ada Sosa"	AUG 1999
652.242-71	Notice of Shipments	JUL 1988
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999
652.247-71	Shipping Instruction	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)