

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
				1 12
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 06/22/2021	4. REQUISITION/PURCHASE REQ. NO. PR9806962-0001	5. PROJECT NO. (If applicable)	
6. ISSUED BY AMERICAN EMBASSY THE HAGUE John Adams Park 1, 2244BZ Wassenaar, ATTN: GSO/PROCUREMENT THE HAGUE 2244 BZ NETHERLANDS	CODE NL800	7. ADMINISTERED BY (If other than Item 6) AMERICAN EMBASSY THE HAGUE John Adams Park 1, 2244BZ Wassenaar, ATTN: GSO/PROCUREMENT THE HAGUE 2244 BZ NETHERLANDS	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(X)	9A. AMENDMENT OF SOLICITATION NO. 19NL8021Q0013
			<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 05/06/2021
			<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.
			<input type="checkbox"/>	10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The solicitation has been amended to add additional text to the Statement of Work - Project Management, Site Preparation. The submission due date of offers is extended until Friday July 2, 2021 at 1300 CET

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 06/21/2021
 (Signature of person authorized to sign)		 (Signature of Contracting Officer)	

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

- (a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.
- (b) Item 3 (Effective date).
- (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
- (2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.
- (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
- (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
- (5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.
- (c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.
- (d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.
- (e) Item 9, (Amendment of Solicitation No. - Dated), and 10, (Modification of Contract/Order No. - Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.
- Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries.
- (1) Accounting classification
Net increase \$
- (2) Accounting classification
Net decrease \$
- NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".
- (g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)
- (h) Item 14 (Description of Amendment/Modification).
- (1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document
- (2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:
- (i) Total contract price increased by \$
- (ii) Total contract price decreased by \$
- (iii) Total contract price unchanged.
- (3) State reason for modification.
- (4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.
- (5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to --
- (i) A reference to the letter determination; and
- (ii) A statement of the net amount determined to be due in settlement of the contract.
- (6) Include subject matter or short title of solicitation/contract where feasible.
- (i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.



EMBASSY OF THE UNITED STATES OF AMERICA
John Adams Park 1, 2244 BZ Wassenaar, The
Netherlands

May 6, 2021,

Dear Prospective Quoter:

SUBJECT: Solicitation Number 19-NL-8021-Q-0013 Interior Painting Services.

The Embassy of the United States of America invites you to submit a proposal for Interior Painting services at a residence in The Hague, The Netherlands.

The Embassy intends to conduct a site visit on May 18, 2021 at 10.00 AM. All prospective quoters who are interested to participate should email: TheHagueGSOProcurement@state.gov on or before May 16, 2021 for instructions.

Submit your quotation in a sealed envelope marked "Proposal Enclosed" to **The Contracting Officer: Wendy M. Washington Contracting Officer, America Embassy John Adams Park 1, 2244 BZ Wassenaar** indicating the solicitation number on or before **10 A.M. on June 6, 2021**. No proposal will be accepted after this time.

For a quotation to be considered, you must also complete and submit the following:

1. Completed Standard form "SF-1449"
2. PRICE /FINANCIALPROPOSAL

The U.S. Government intends to award a responsible company submitting a technically acceptable proposal, with the lowest price. We intend to award a contract based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so. Prior to contract award, the successful quoter will be required to have a DUNS number and be registered in SAM/COR through the following sites: DUNS – www.dnb.com and SAM/CCR www.sam.gov.


Direct any questions regarding this solicitation to Daniel Sinot by letter or by telephone **+31 (0)6 134 77 586** during regular business hours.

Sincerely,

Wendy M. Washington
Contracting Officer

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30		1. REQUISITION NUMBER PR9806962	PAGE 1 OF 25 PAGES
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2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER 19NL8021Q0013	6. SOLICITATION ISSUE DATE 05/06/2021
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7. FOR SOLICITATION INFORMATION CALL: 		a. NAME Daniel Sinot	b. TELEPHONE NUMBER (No collect calls) +31613477586	8. OFFER DUE DATE/ LOCAL TIME 06/06/2021 / 10:00
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9. ISSUED BY AMERICAN EMBASSY THE HAGUE John Adams Park 1, 2244BZ Wassenaar, ATTN: GSO/PROCUREMENT THE HAGUE 2244 BZ NETHERLANDS		CODE NL800	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 238320 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD:
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. DELIVER TO AMERICAN EMBASSY THE HAGUE John Adams Park 1 Wassenaar 2244 BZ NETHERLANDS	CODE	16. ADMINISTERED BY AMERICAN EMBASSY THE HAGUE John Adams Park 1, 2244BZ Wassenaar, ATTN: GSO/PROCUREMENT THE HAGUE 2244 BZ NETHERLANDS	CODE
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17a. CONTRACTOR/OFFERER CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY AMERICAN EMBASSY THE HAGUE John Adams Pk 1, 2244BZ Wassenaar The NL, ATTN: FMC Wassenaar NETHERLANDS	CODE
TELEPHONE NO.			

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	
<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	

30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED

ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER	
38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY			
41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (<i>Location</i>)		
			42c. DATE REC'D (<i>YYMM/DD</i>)	42d. TOTAL CONTAINERS	

STANDARD FORM 1449 (REV. 2/2012) BACK

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- Continuation To SF-1449, RFQ Number 19-NL-8021-Q-0013 Prices, Block 23
- Continuation To SF-1449, RFQ Number 19-NL-8021-Q-0013 Schedule of Supplies/Services, Block 20 Description/Specifications/Work Statement
- Attachment 1 to Description/Specifications/Statement of Work, Government Furnished Property

Section 2 - Contract Clauses:

- Contract Clauses
- Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

Section 3 - Solicitation Provisions:

- Solicitation Provisions
- Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12

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- Evaluation Factors
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Section 5 - Representations and Certifications:

- Offeror Representations and Certifications
- Addendum to Offeror Representations and Certifications - FAR and DOSAR Provisions not Prescribed in Part 12



Embassy of The United States of America
Office of Facility Management
John Adams Park 1
2244 BZ Wassenaar
The Netherlands

Statement of Work: (SOW)

Interior Painting Services 1st floor, entrance hall, stairway to second floor, piano room, family room, petit salon, hall to dining room, and dining room of a residence in The Hague, The Netherlands.

RFQ: 19NL8021Q0013

May 6, 2021

This Statement of Work (SOW) addresses the interior painting of a residence in The Hague, The Netherlands.

The Contractor shall be responsible for verifying all measurements and conditions in the Field prior to submitting their proposal.

Requirements:

1 **MANDATORY SITE VISIT:** The Contracting Officer shall schedule a site visit for all Contractors. This visit will be mandatory. The Contractor shall be responsible to complete a thorough site investigation to become familiar with existing conditions and establish quantities of materials required for each project.

2 **Technical Qualifications:** The vendor and sub-Contractors must be registered for a minimum of 10 years at the KVK and the task being performed at this project must be their core business. The Contractor shall have experience in interior painting and finishing, and a proven history of successful work at Cultural Heritage properties. The Contractor shall provide a minimum of three references for projects of similar scale and complexity.

3 **Site Access:** The building will remain in operation throughout the duration of construction. Contractor shall be responsible for coordination of all work activities with the Contracting Officer or a designated representative. Work will be allowed during non-working hours only with the express agreement of the Contracting Officer or a designated representative.

4 **Site Safety:** The Contractor shall be responsible for establishing and maintaining safe working conditions for both their staff and building occupants. All work shall be completed in conformance with applicable local safety laws and regulations (Arbo/VCA). The Contractor shall furnish a written work plan for the Contracting Officer or designated representative review outlining planned work, identifying known safety risks, and methods to eliminate or mitigate safety risk.

5 **Materials:** Contractor shall provide all tools, equipment, paint, expendables and manpower required completion of all work necessary. The Contractor will deliver all tools, equipment, and materials to the site.

6 **Temporary Protection:** Contractor shall furnish and install temporary protection within all working areas and along the pathways servicing these work areas. Contractor shall create containment of the work areas. This protection is intended to limit the passage of dust, dirt, and debris between working and non-working areas of the building.

7. **Installation and finishing:** Contractor shall furnish all labor, tools, materials, paint, expendables, and equipment necessary to perform the complete task. Permits for all work and equipment shall be the responsibility of the Contractor.

8. **All damage** during any part of the process before final inspection shall be the responsibility of the Contractor and any damages shall be repaired by the Contractor at no additional cost to the U.S. Embassy.

9. **Waste Disposal:** The contractor shall haul away from the project and legally dispose of all debris to an offsite location.

10. **Site clean-up:** Shall be performed daily.

11. **Final clean-up:** The Contractor shall be responsible for the full and thorough cleaning of the work areas following project completion. Work areas shall be free of dust, dirt, and debris and suitable for immediate use by the US Consulate General personnel when complete.

12. Financial specification on quotes:

a. All quotations for work must be provided in English.

b. Quote breakdown: All quotes must be broken down to two categories:

1. Labor cost.

2. Materials cost.

c. Invoicing: All Invoices must be broken down to two categories:

1. Labor cost.

2. Materials cost.

d. Invoices can be sent in 2 stages (2x 50%) and will be paid after completion of that stage.

13. **Scheduling of Work:** All work must be completed within a tight schedule and completion by the date provided is critical and non-negotiable.

a. The work schedule will be from Monday to Friday, 8 AM to 5 PM (0800-1700) except Dutch and American holidays.

Description of work | Interior Painting, Sanding and Finishing:

The Contractor shall provide all tools, equipment, labor, and supervision necessary to complete the interior painting and finishing at a residence in Den Haag. The Contractor's work shall include the following:

- 1 Existing condition assessment: Contractor shall assess existing conditions and propose a best practice for the interior painting, sanding, and finishing work as mentioned in this specification. The Contractor must propose best practice methods in their contract submission, to be reviewed and approved by the Contracting Officer or a designated representative.

- 2 Paint walls interior 1st floor, (begane grond) entrance hall, stairway to second floor, piano room, family room, petit salon, hall to dining room, and dining room. For paint colors, see specifications below.

- 3 For dining room, remove and dispose silk cloth covers on all walls of dining room; remove silk cloth wooden frames; patch and cover all concrete wall holes and cracks. Smooth out the dining room wall holes and cracks and repaint all walls. Repair and paint ceiling. Paint color will be the same as living room and hallway – see specifications below.
 - a. Rehang window curtains.
 - b. Rehang light fixtures and light switches.
 - c. Rehang paintings in same locations.

Specification:

Plasterwork plaster repairs 1st floor (begane grond) living room, hallway, dining room, and stairway to second floor.

Plastered walls and ceilings are the only surfaces to be painted. Holes, cracks, and damages to the plastered are to be repaired in a professional manner. Unused hooks, nails and screws are to be removed and the resulting holes are to be repaired professionally. Wood to be painted is limited to wooden objects being part of and attached to the building which have previously been painted. Currently unpainted wood surfaces (unpainted trim, ceilings, panels, sills, and baseboards) are not part of this order so not to be painted. Areas to be painted are listed below:

Dutch Floor: American Floor: Section: Wall Color: Door Color: Ceiling Color

Dutch Floor:	American Floor:	Section:	Wall Color:	Door Color:	Ceiling Color
Begane grond	1 st floor	Entrance Hall	Benjamin Moore OC-92, Mannequin Cream	N.A.	N.A.
Begane grond	1 st floor	Stairway to 2 nd floor	Benjamin Moore OC-92, Mannequin Cream	N.A.	N.A.
Begane grond	1 st floor	Piano Room	Benjamin Moore OC-92, Mannequin Cream	N.A.	N.A.
Begane grond	1 st floor	Family Room	Benjamin Moore OC-92, Mannequin Cream	N.A.	N.A.
Begane grond	1 st floor	Petit Salon	Benjamin Moore OC-92, Mannequin Cream	N.A.	N.A.
Begane grond	1 st floor	Hall to Dining Room	Benjamin Moore OC-92, Mannequin Cream	N.A.	N.A.
Begane grond	1 st floor	Dining Room	Benjamin Moore OC-92, Mannequin Cream	N.A.	Benjamin Moore OC-92, Mannequin Cream, flat
Begane Grond	1 st floor	Main entrance Door	N.A.	Benjamin Moore OC-91, Ivory Tusk, Satin	N.A.

Project Management:

Contractor shall take all necessary measurements prior to ordering materials or laying out the work.

The Contractor shall prepare a schedule of estimated working period. Contractor shall distribute copies of this schedule to the Maintenance Supervisor (5) five days prior to the anticipated commencement of the work. This written schedule shall also describe measures the contractor will implement that are designed to minimize or eliminate any obstructions occupants may encounter for gaining access to or exiting from the building.

Site Preparation:

1 The Contractor:

Shall plan, coordinate, and complete the temporary relocation of all existing furniture and loose furnishings within the work areas to the center of the office or room or move it to the central hallways out of the areas to be painted. All flooring, trim and other surfaces not to be painted are to be fully protected during all work.

2 Furniture and other obstructions:

The Contractor shall provide labor to move furniture, cabinets, and other obstructions to allow access to the surfaces to be painted. Proper measures (protective runners, pads, etc.) shall be provided and utilized by the contractor to protect the building (furniture, furnishings, floors, rugs, carpets etc.).

The Contractor shall ensure the active work area is cleared of all furniture and furnishings during performance. All furniture and furnishings interfering with Contractor's work shall be moved and stored on site and shall be placed back to the original positions upon completion of works.

The Contractor shall be responsible for any damage to the building, furniture and furnishings which occurs during performance of service. It is incumbent upon the successful contractor to identify any existing damage by means of a Pre-works and Delivery Walk-Thru, and daily submissions of checklists to the designated Government representative on site.

3 Surface Repair at Walls:

Contractor shall patch existing plaster and other wall finish.

Damage and prepare surfaces to receive new paint If walls or ceilings are damaged to the extent that simple plaster patching is insufficient to produce a smooth finish surface, the Contractor shall apply plaster skim coat or fine textured fiberglass mat embedded in elastomeric adhesive (glass fire wallpaper) like "Nu-Wall".

4 Painting and Wall Finishing:

Contractor is to:

- Scrape, sand, prime, or seal surfaces prior to applying new paint finishes.
- Clean walls and surfaces to ensure proper adherence of paint.
- Protect and cover adjacent surfaces with cloth or plastic to prevent incidental damage.
- Fill cracks, holes, and joints with caulk, putty, plaster, or other fillers, using caulking guns or putty knives.
- Erect scaffolding, movable and immovable staging, and various rigging to gain access to difficult areas; moves furniture and equipment out of the way as necessary.
- Remove fixtures such as pictures, doorknobs, lamps, and electric switch covers prior to painting. Mix, match, and apply paint, plaster, and other finishes.
- Utilize spray guns for large jobs.
- Remove paint splatters when finished.
- Clean up all equipment, including brushes and spray guns.

5 Material Specification:

Colors as indicated in "Description of Work, No. 2", with color chart and color numbers stated next to each area to be painted. All paint must be low or no Volatile Organic Compounds (VOC). SDS (Safety Data Sheets) for all materials and supplies must be provided to the Contracting Officer or designated representative for review.

6 Inspection:

The Facility Manager or designee shall/will inspect all work in progress. Any work not conforming to the specifications or not meeting the approval of the project manager shall be corrected and/or repainted at no extra cost, and approved by the Maintenance Supervisor

7. Acceptance:

The inspection/acceptance of the project shall be upon satisfactory demonstration of the project to the Contracting Officer or designated representative. Demonstration and acceptance do not relieve the contractor from providing any other portion of this statement of work.

Painting and Wall Finishing:

Contractor is to:

- Scrape, sand, prime, or seal surfaces prior to applying new paint finishes.
- Clean walls and surfaces to ensure proper adherence of paint.
- Protect and cover adjacent surfaces with cloth or plastic to prevent incidental damage.
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- Erect scaffolding, movable and immovable staging, and various rigging to gain access to difficult areas; moves furniture and equipment out of the way as necessary.
- Remove fixtures such as pictures, doorknobs, lamps, and electric switch covers prior to painting. Mix, match, and apply paint, plaster, and other finishes.
- Utilize spray guns for large jobs.
- Remove paint splatters when finished.
- Clean up all equipment, including brushes and spray guns.

8 Material Specification:

Colors as indicated in "Description of Work, No. 2", with color chart and color numbers stated next to each area to be painted. All paint must be low or no Volatile Organic Compounds (VOC). SDS (Safety Data Sheets) for all materials and supplies must be provided to the Contracting Officer or designated representative for review.

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The Facility Manager or designee shall/will inspect all work in progress. Any work not conforming to the specifications or not meeting the approval of the project manager shall be corrected and/or repainted at no extra cost, and approved by the Maintenance Supervisor

10 Acceptance:

The inspection/acceptance of the project shall be upon satisfactory demonstration of the project to the Contracting Officer or designated representative. Demonstration and acceptance do not relieve the contractor from providing any other portion of this statement of work.

**CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS
AWARDED BY OVERSEAS CONTRACTING ACTIVITIES**
(Current thru FAC 2020-7 and FAC 2020-8, effective 08/13/2020)

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: Acquisition.gov this address is subject to change.

DOSAR clauses may be accessed at: <https://acquisition.gov/dosar>

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)	MAY 2020
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	JUN 2020

The following clause is provided in full text:

52.212- 5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (AUG 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 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

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

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

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

[Contracting Officer check as appropriate.]

___(1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUNE 2020), 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 (JUN 2020) ([41 U.S.C. 3509](#))).

___(3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 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 (JUN 2020) (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. (JUN 2020) ([31 U.S.C. 6101 note](#)).

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

___(10) [Reserved].

___(11)

(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (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) of [52.219-6](#) ([15 U.S.C. 644](#)).

___(ii) Alternate I (MAR 2020) of [52.219-6](#).

___(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](#).

___(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 (JUN 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 (JUN 2020) of [52.219-9](#).

___(v) Alternate IV (JUN 2020) of [52.219-9](#)

___(18)

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

(ii) Alternate I (MAR 2020) of [52.219-13](#).

___(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 (MAY 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 (Mar2020) ([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 (JUN 2003) (E.O.11755).

___(28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN2020) (E.O.13126).

___(29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

___(30)

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

___(ii) Alternate I (FEB 1999) of [52.222-26](#).

___(31)

(i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

___(ii) Alternate I (JUL 2014) of [52.222-35](#).

___(32)

(i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

___(ii) Alternate I (JUL 2014) of [52.222-36](#).

___(33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

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

___(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 (MAY 2020) ([42 U.S.C. 8259b](#)).

__(43)

(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

__(ii) Alternate I (JUN 2014) of [52.223-16](#).

__(44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (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).

__(51) [52.225-13](#), Restrictions on Certain Foreign Purchases (JUN 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](#)).

__(55) [52.229-12](#), Tax on Certain Foreign Procurements (JUN 2020).

__(56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (FEB 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

__(57) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

___(58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018)([31 U.S.C. 3332](#)).

___(59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul2013) ([31 U.S.C. 3332](#)).

___(60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).

___(61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).

___(62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

___(63)

(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](#).

Ⓒ) 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 Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

___(2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___(3) [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](#)).

___(4) [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](#)).

___(5) [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](#)).

___(6) [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](#)).

___(7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (DEC 2015).

___(8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

___(9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([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, as defined in FAR [2.101](#), on the date of award of this contract, 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 (JUN 2020) ([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 2020) (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 the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(v i) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

(v ii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O. 11246).

(v iii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

(x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

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

(x iii)

(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).

(x iv) [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](#)).

(x v) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY2014) ([41 U.S.C. chapter 67](#)).

(x v i) [52.222-54](#), Employment Eligibility Verification (OCT2015) (E.O. 12989).

(x v ii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (DEC 2015).

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

(x ix)

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

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

(x x) [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](#)).

(x x i) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(x x ii) [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)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

The Offeror shall not complete the representation in this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services-Representation, or in paragraph (v) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items.

(a) *Definitions*. As used in this provision—

“Covered telecommunications equipment or services”, “critical technology”, and “substantial or essential component” have the meanings provided in clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that it will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(e) *Disclosures.* If the Offeror has represented in paragraph (d) of this provision that it “will” provide covered telecommunications equipment or services”, the Offeror shall provide the following information as part of the offer—

(1) A description of all covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

52.204-26 Covered Telecommunications Equipment or Services-Representation (DEC 2019)

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) *Representation.* The Offeror represents that it does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

**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)	FEB 2015
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
652.242-73	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 POLICY AND PROCEDURES (FEB 2015)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Policy and Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert the substance of 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 Policy and Procedures may be accessed at: <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

(End of clause)