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**RFQ 19PM0722Q0064**

**VENUE AND LODGING FOR IN PERSON PROGRAM – AUGUST 9-11, 2022**

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SECTION 1 - THE SCHEDULE
CONTINUATION TO SF-1449, RFQ NUMBER 19PM0722Q0064
PRICES, BLOCK 23

1. PERFORMANCE WORK STATEMENT

A. The purpose of this solicitation is for lodging services and conference venue spaces at a hotel in Panama City, Panama, for an event hosted by the OPDAT Office.

B. Location and Time:
   - Place: Panama, Rep. of Panama; The property must have easy access to the Tocumen International Airport or any route that enables arriving there easily.
   - Date for lodging: August 8, 2022, to August 12, 2022 (4 nights) – 48 Rooms.
   - Date and time for event: 9:00 a.m. to 6:00 p.m., from August 9th to 11th. We will need to have the room accessible from 7:00a.m. on each day of the event for sound testing and other preparations of the event.

C. Services provided shall include the following deliverables:
   - Deliverables for CLIN 001– Lodging.
   - Deliverables for CLIN 002 – Conference Venue Spaces and Set Up.
   - Deliverables for CLIN 003 – A/V Conference Equipment.
   - Deliverables for CLIN 004 – Additional Requirements.

D. All prices should be in U.S. Dollars.

E. Rooms/Event Cancellations/ Postponement Policy:
   - Room Cancellations prior to 24-48 hours of arrival – no charge.
   - Room Cancellations with less than 24 hours of arrival – 100% charge for 1 night per room cancelled.
   - Venue Cancellation within 72 hours prior the event – no charges.
   - Venue Cancellation with less than 48 hours prior the event – 10 % charge of the event budget will be owed to the Hotel.
   - Event Postponement/Reschedule - no charge, taking into consideration uncertainty surrounding health and travel restrictions, the room and venue reservations may be postponed for up to 6 months without extra charge.
2. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

a) This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued 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 monitor quality to ensure that contract standards are achieved.

<table>
<thead>
<tr>
<th>Performance Objective</th>
<th>Scope of Work Paragraphs</th>
<th>Performance Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services.</td>
<td>1. thru 6.</td>
<td>All required services are performed and no more than one (1) customer complaint is received per month.</td>
</tr>
<tr>
<td>Lodging services and conference venue spaces, services set forth in the scope of work.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

c) 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 (May 2001), if any of the services exceed the standard.

d) PROCEDURES.

1) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
2) The COR will complete appropriate documentation to record the complaint.
3) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
4) 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.
5) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
6) 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.
7) The COR will consider complaints as resolved unless notified otherwise by the complainant.
8) 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.
### PRICING

#### Standard Services

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
</table>
| Forty-eight (48) standard or superior rooms, single occupancy, with one king size bed, with free Wi-Fi service offered and breakfast included.  
  - Check-in: August 8, 2022  
  - Check-out: August 12, 2022 | 4   | nights |            |             |

#### CLIN 001 – Lodging Services: The event requires 4 nights of lodging (4 nights x 48 rooms)

- Conference Room space to accommodate up to **60 participants** in school room style set up.  
- Two coffee breaks per day: 10:00am and 3:30pm.  
- Lunch: From 12:30p.m to 1:30p.m.

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
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<tbody>
<tr>
<td>1 all</td>
<td></td>
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</tbody>
</table>

#### CLIN 0002 - Conference Venue Spaces and Set Up – From August 9 until August 11, 2022

- Speakers with high sound that covers the room with good audio quality.  
- 1 Analog Console  
- 1 Speaker Stands  
- 4 Wireless HH Mics  
- 1 Podium Mic  
- 1 Wireless lapel microphone  
- 2 Front TV Screen 7.5’x10’  
- 2 5500 Lumens Projector  
- 1 Clicker  
- 1 Flip Chart + Markers  
- 1 PPT Presentation Support  
- 1 Acrylic Podium  
- 1 TV Screen facing the speakers to display the slides in original language with notes  
- 1 full time (8:00 am to 6:00 pm) audio/visual/systems technician  
- 1 laptop with licensed Microsoft Office/Adobe  
- Dedicated Wi-fi in the conference room with a minimum of 75Mbs symmetric.  
- Dedicated Lan connection (not Wi-Fi) with a min of 75Mbs symmetric.

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
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<tr>
<td>1 all</td>
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#### CLIN 0003 – A/V Conference Equipment:

- COVID PCR or Antigen Tests Service Provider for American Speakers
- Parking Fee (5 days x 15 participants per day)  
  From August 8 to August 12, 2022

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
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<th>Total Price</th>
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<tr>
<td>Item</td>
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<tr>
<td>Cost for printing 500 pages, and 500 copies black and white ink.</td>
<td>1</td>
<td>all</td>
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</table>

**Grand Total for Standard Services** =

4. **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.
CONTINUATION TO SF-1449, RFQ NUMBER 19PM0722Q0064
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. STATEMENT OF WORK

The DOJ/OPDAT Office in the U.S. Embassy in Panama, requires lodging services and conference venue spaces at a hotel in Panama City, Panama. The property must have easy access to the Tocumen International Airport or any route that enables arriving there easily. The event requires 4 nights of lodging. The Contractor shall provide complete services for the U.S. Embassy Panama – DOJ/OPDAT Office.

Date for lodging: Check-in: August 8, 2022 – Check-out: August 12, 2022.
Date and time for event: 9:00 a.m. to 6:00 p.m., from August 9 until August 11, 2022. We will need to have the room accessible from 7:00am on each day of the event for sound testing and other preparations of the event.

Hotel should allow access to the room for a site visit-inspection on Monday, August 8, 2022 by 12:00 noon.

1. Lodging: Forty-eight (48) standard or superior rooms, single occupancy, with good views of landscape with one king size bed, each bedroom with free Wi-Fi service offered and breakfast included.

2. Conference Venue Spaces and Set Up: We will require conference space to accommodate up to 60 participants (including our staff, and interpreters in an interpreters booth) in school room style set up (two to four participants per table, always taking care of social distancing requirements), all facing the projector and screens, a stage, a podium with microphone, two presenters/administrators’ table at each side of the room (close to the podium) and 2 chairs at each table, two areas with tables and chairs for the audiovisual equipment technicians and for the interpreters’ in the rear section of the conference room, all tables in the conference room must be dressed in dark colors. We will also need 5-8 dining room tables.

The tables should be switched out for the classroom tables when we move to the interactive portion of the program. In addition to the room set up for training and the social distancing required between participants tables the conference room should have sufficient space for the set up and allow the experts to move easily between the groups to facilitate discussion, in addition shall not have any walls or columns obstructing participants’ view of the presentation screens.

The main wall, where podium and screens are set up, must have black drapes as the background with two LED screens on each side and LED lights to create general ambience (the structure, podium, presenters and VIP tables should be set up on the floor at the same level as conference participants). Preferably, the presentation system must have a screen that the speaker can see with their original slides in English, and that can then be passed at the same time as the main screens facing the audience display the corresponding translated versions in Spanish. The equipment should be compatible with Apple and Windows devices.

The room must have WiFi with a speed of 75mbs, symmetric so all the participants can use it without unusual delays or cuts. Also, the presenters may use their own laptop on the podium so that one must have an ethernet cable connection. A registration table with two chairs should be set outside the conference rooms to distribute interpreter’s simultaneous interpretation equipment and training material.
3. **A/V Conference Equipment:** We will require conference equipment/services at the conference venue to include:
   - Speakers with high sound that covers the room with good audio quality
   - 1 Analog Console
   - 1 Speaker Stands
   - 4 Wireless HH Mics
   - 1 Podium Mic
   - 1 Wireless lapel microphone
   - 2 Front TV Screen 7.5’x10’
   - 2 5500 Lumens Projector
   - 1 Clicker
   - 1 Flip Chart + Markers
   - 1 PPT Presentation Support
   - 1 Acrylic Podium
   - 1 TV screen facing the presenters displaying the slides in English with the notes. This screen must be synchronized with the screens that are facing the audience that display the slides in Spanish.
   - 1 full time (8:00 am to 6:00 pm) audio/visual/systems technician to trouble shoot and assist presenters.
   - 1 laptop with licensed Microsoft Office (PowerPoint), Adobe, and access to internet.
   - Dedicated Wi-fi in the conference room with a minimum of 75Mbs symmetric for participants and instructors.
   - Dedicated Lan connection (not Wi-Fi) with a minimum of 75Mbs symmetric for instructors.

   The conference will be highly interactive. Each student and presenter will have a laptop during the program. They will use the laptops to conduct real-time online exercises each day. **We need sufficient access to outlets and strips to keep these devices powered throughout each session.**

   The conference may have remote presenters so the hotel must include in the proposal the service of creating a virtual meeting and connecting it with the room audiovisuals and interpreter’s audio so that the presenter’s screens can be shared, and their remarks can be translated for participants. The devices used for streaming must use ethernet internet connection for more stability of the session. **Under no circumstances should any portion of the conference be recorded (audio or visual) for any reason without express written authorization from the U.S. Embassy ahead of time.**

4. **Meals:**
   - Lunch will be from 12:30p.m to 1:30p.m. It can be in another room set up by the hotel with a pre-fixed menu or buffet or in one of the hotel restaurants, with buffet or pre-fixed menu. If the second is the case, we will require a space of the buffet area with enough room for at least 60 participants.

5. **Coffee Break:**
   - Hotel must provide two coffee breaks per day, one at 10:00a.m and the other at 3:30p.m., including sweet and savory options to eat, coffee, tea, water, and cold soft drinks (juice, soda). The coffee break must be outside of the conference room in an area set up for networking between participants, with standing tables.

   Catering should include bottled water on tables to be replenished in the mornings, afternoons and throughout the conference.
A permanent coffee station inside of the conference room must be available for the duration of
the workshop (water, coffee, tea, juices, soda).

Coffee breaks should be mounted outside the conference room near the entrance and provide
servers to facilitate serving the snacks and beverages to conference participants.

6. Additional Requirements

- The Embassy will contract interpretation services separately to this scope of work. The hotel
  selected for the event must allow vendor to access the property at no additional cost. It must
  also include parking validation for these contractors in the package.

- For the opening ceremony VIP visitors will access the hotel to participate of the event. We
  will provide a list of names for the hotel to allow access to our visitors.

- In case one of the members of our group is travelling with a guest, the participant will be
  responsible to cover the increase in cost of the accompanying person. However, the hotel must
  offer the same rate as a double occupancy and the additional guest will pay for the difference
  from Single rate to Double rate.

- Hotel must provide with their proposal all the information, policy, procedures, and facilities
  regarding COVID-19, also, must include in their proposal, quote for twenty (20) COVID
  Antigen or PCR tests for the guests staying there, the service must be provided in the hotel.

- Hotel must include along their proposal the protocol the property follows in cases where a
guest of the hotel has positive Covid-19 results and is not allowed to flight back to their
respective country of residence. We need to know if the hotel has available rooms for a guest
to quarantine, the cost of the room the first 7 days and subsequent days and what services are
offered to guests quarantining at the hotel and any other pertinent information regarding the
process.

- The conference room must be available for a site visit-inspection by 12:00 noon on Monday
  August 8, 2022, The Hotel must have their conference rooms mounted in the required school
  room set up considering the social distancing described in the Conference Venue Set Up, the
  Embassy Staff will make photos that day. The hotel should make every effort to have the
  conference room ready for inspection and preparation by noon on that date.

- The hotel should also identify with room name, what conference room it is offering in its
  proposal along with photographs.

- Many of the participants won’t be staying at the hotel, so we need to have parking validation
  for at least 15 participants per day.
  There must be included access and parking validation for VIP visitors.

- The Hotel must include in their proposal the cost for the printing of 500 pages, and 500 copies
  black and white.
SECTION 2 - CONTRACT CLAUSES

52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (OCT 2018), is incorporated by reference (See SF-1449, Block 27A)

ADDENDUM

None

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2022)

(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 products and commercial services:

   (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 (Nov 2021) (Section 1634 of Pub. L. 115-91).
   (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
   (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(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 products and commercial services:

   (5) [Reserved].
   (10) [Reserved].
(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021)
(if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
(13) [Reserved]
(ii) Alternate I (MAR 2020) of 52.219-6.
(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)).
(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 (SEP 2021) 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 (SEP 2021) (15 U.S.C.637(a)(14)).
(20) 52.219-16, Liquidated Damages-Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
(22) (i) 52.219-28, Post Award Small Business Program Representation (SEP 2021) (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 (SEP 2021) (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 (SEP 2021) (15 U.S.C.637(m)).
(26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15U.S.C. 637(a)(17)).
(27) 52.222-3, Convict Labor (June 2003) (E.O.11755).
(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.
(ii) Alternate I (July 2014) of 52.222-35.
(ii) Alternate I (July 2014) of 52.222-36.
(34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
(36) 52.222-54, Employment Eligibility Verification (MAY 2022). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 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).


(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.


(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).


(ii) Alternate I (Jan 2017) of 52.224-3.


(ii) Alternate I (JAN 2021) of 52.225-3.

(iii) Alternate II (JAN 2021) of 52.225-3.

(iv) Alternate III (JAN 2021) of 52.225-3.


(51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).


(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 (FEB 2021).


(59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).


(62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).


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

(iii) Alternate II (Nov 2021) 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:


(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 (Jan 2022).

(8) **52.222-62**, Paid Sick Leave Under Executive Order 13706 (Jan 2022) *(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 (Nov 2021) *(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 (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) **52.204-25**, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (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.

(vi) **52.222-21**, Prohibition of Segregated Facilities (Apr 2015).

(vii) **52.222-26**, Equal Opportunity (Sept 2015) *(E.O.11246).*
(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) \(38 \text{U.S.C.} 4212\).
(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) \(29 \text{U.S.C.} 793\).
(x) 52.222-37, Employment Reports on Veterans (Jun 2020) \(38 \text{U.S.C.} 4212\).
(xi) 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.
(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) \(41 \text{U.S.C. chapter 67}\).
(xiii) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) \(22 \text{U.S.C. chapter 78 and E.O 13627}\).
(B) Alternate I (Mar 2015) of 52.222-50 \(22 \text{U.S.C. chapter 78 and E.O 13627}\).
(xiv) 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) \(41 \text{U.S.C. chapter 67}\).
(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) \(41 \text{U.S.C. chapter 67}\).
(xvi) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).
(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Jan 2022).
(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
(xix) (A) 52.224-3, Privacy Training (Jan 2017) \(5 \text{U.S.C. 552a}\).
(B) Alternate I (Jan 2017) of 52.224-3.
(xx) 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; \(10 \text{U.S.C. 2302 Note}\)).
(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) \(42 \text{U.S.C. 1792}\). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 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)

52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (FEB 2021)
(a) Definitions. As used in this clause—
Foreign person means any person other than a United States person.
United States person, as defined in 26 U.S.C. 7701(a)(30), means—
(1) A citizen or resident of the United States;
(2) A domestic partnership;
(3) A domestic corporation;
(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 7701(a)(31)); and
(5) Any trust if-
(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
(ii) One or more United States persons have the authority to control all substantial decisions of the trust.
(b) This clause applies only to foreign persons. It implements 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.
(c)
(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence
of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at www.irs.gov/w14.

(2) If the Contractor is a foreign person and has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall—

(i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and

(ii) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue.

(f) Taxes imposed under 26 U.S.C. 5000C may not be—

(1) Included in the contract price; nor

(2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of clause)
ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2  CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more 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: Acquisition.gov  this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulations (FAR) clauses are incorporated by reference:

<table>
<thead>
<tr>
<th>CLAUSE</th>
<th>TITLE AND DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.203-17</td>
<td>CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)</td>
</tr>
<tr>
<td>52.204-13</td>
<td>SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)</td>
</tr>
<tr>
<td>52.204-18</td>
<td>COMMERCIAL AND GOVERNMENT ENTITY MAINTENANCE (AUG 2020)</td>
</tr>
<tr>
<td>52.225-14</td>
<td>INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)</td>
</tr>
<tr>
<td>52.228-3</td>
<td>WORKERS’ COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)</td>
</tr>
<tr>
<td>52.228-5</td>
<td>INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)</td>
</tr>
<tr>
<td>52.229-6</td>
<td>FOREIGN FIXED PRICE CONTRACTS (FEB 2013)</td>
</tr>
<tr>
<td>52.232-39</td>
<td>UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)</td>
</tr>
</tbody>
</table>

The following far clauses are provided in full text:

52.232-19  AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

The following DOSAR clauses are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:
1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. “John Smith, Office of Human Resources, ACME Corporation Support Contractor”);

2) Clearly identify themselves and their contractor affiliation in meetings;

3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and

4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.232-70  PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The contractor shall submit invoices in an original and two copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

(c) Contractor Remittance Address. The Government will make payment to the contractor’s address stated on the cover page of this contract, unless a separate remittance address is shown below:

_________________________________________________________
_________________________________________________________
_________________________________________________________

(End of clause)

652.242-73  AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.
SECTION 3 - SOLICITATION PROVISIONS

Instructions to Offeror. Each offer must consist of the following:

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021) IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

ADDENDUM TO 52.212-1

A. SUMMARY OF INSTRUCTIONS. Each offer must consist of the following:

A.1. SF-1449. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Sections 1 and 5 have been filled out.

A.2. INFORMATION. Information demonstrating the offeror’s/quoter’s ability to perform, including:

(1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English and Spanish;

(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;

(3) List of clients over the past 2 years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Panama, then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client’s contact person. In addition, the client’s contact person may be asked to comment on the offeror’s:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror’s capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror’s work experience. The Government may also use this data to evaluate the credibility of the offeror’s proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

(4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

(5) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.

(6) The offeror’s strategic plan for venue and lodging to include but not limited to:
(a) A work plan taking into account all work elements in Section 1, Performance Work Statement.

(b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;

(c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and

(d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), or (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.
ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. In addition, the full text of a clause may be accessed electronically at Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<table>
<thead>
<tr>
<th>PROVISION</th>
<th>TITLE AND DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.204-7</td>
<td>SYSTEM FOR AWARD MANAGEMENT (OCT 2018)</td>
</tr>
<tr>
<td>52.204-16</td>
<td>COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)</td>
</tr>
<tr>
<td>52.214-34</td>
<td>SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)</td>
</tr>
<tr>
<td>52.222-56</td>
<td>CERTIFICATION REGARDING TRAFFICKING IN PERSONS (OCT 2020)</td>
</tr>
</tbody>
</table>

The following DOSAR provision(s) is/are provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (FEB 2015)

(a) The Department of State’s Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

1. For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

2. For all others, the Department of State Advocate for Competition at cat@state.gov.

(b) The Department of State’s Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the Contracting Officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Meredith Hiemstra at (507) 317-5225.
For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or write to:

<table>
<thead>
<tr>
<th>U.S. Department of State</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acquisition Ombudsman</td>
</tr>
<tr>
<td>Office of the Procurement Executive (A/OPE)</td>
</tr>
<tr>
<td>Suite 1060, SA-15</td>
</tr>
<tr>
<td>Washington, DC 20520.</td>
</tr>
</tbody>
</table>

(End of provision)
SECTION 4 - EVALUATION FACTORS

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor. The evaluation process shall include the following:

(a) Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.

(b) The Government reserves the right to reject proposals that are unreasonably low or high in price.

(c) The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options.

(d) The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ to include the technical information required by Section 3.

(e) The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- Adequate financial resources or the ability to obtain them;
- Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- Satisfactory record of integrity and business ethics;
- Necessary organization, experience, and skills or the ability to obtain them;
- Necessary equipment and facilities or the ability to obtain them; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021).

The Offeror shall not complete the representation at paragraph (d)(1) of 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 paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) 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. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) Section 889(a)(1)(B) 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, 2020, from entering into a contract or extending or renewing a contract with an entity that uses 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. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot 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—

(1) 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. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

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

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) 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);

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

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

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)
52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through https://www.sam.gov . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(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.

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

(1) PSC 5510, Lumber and Related Basic Wood Materials;
(2) Product or Service Group (PSG) 87, Agricultural Supplies;
(3) PSG 88, Live Animals;
(4) PSG 89, Subsistence;
(5) PSC 9410, Crude Grades of Plant Materials;
(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) PSC 9610, Ores;
(9) PSC 9620, Minerals, Natural and Synthetic; and
(10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended. "Sensitive technology"—

Sensitive technology”—
(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
(i) To restrict the free flow of unbiased information in Iran; or
(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern”—
(1) Means a small business concern—
(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern”
(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.
(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under
the size standard applicable to the acquisition, that—
(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned—
(1) Directly by a parent corporation; or
(2) Through another subsidiary of a parent corporation

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern—
(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

Women-owned small business concern means a small business concern—
(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
(2) Whose management and daily business operations are controlled by one or more women.

(b) (1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM
(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through http://www.sam.gov. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs

Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.

(c) Reserved.
(d) Reserved.
(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer,
OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Reserved.

(g) Reserved.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

<table>
<thead>
<tr>
<th>Listed End Product</th>
<th>Listed Countries of Origin</th>
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(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

□ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

□ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) □ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) □ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

□ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror □ does □ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

□ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror □ does □ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is...
required to provide this information to the SAM database to be eligible for award.)
(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.
(3) Taxpayer Identification Number (TIN).
□ TIN: ________________________________.
□ TIN has been applied for.
□ TIN is not required because:
□ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
□ Offeror is an agency or instrumentality of a foreign government;
□ Offeror is an agency or instrumentality of the Federal Government.
(4) Type of organization.
□ Sole proprietorship;
□ Partnership;
□ Corporate entity (not tax-exempt);
□ Corporate entity (tax-exempt);
□ Government entity (Federal, State, or local);
□ Foreign government;
□ International organization per 26 CFR 1.6049-4;
□ Other ________________________________.
(5) Common parent.
□ Offeror is not owned or controlled by a common parent;
□ Name and TIN of common parent:
  Name ________________________________.
  TIN ________________________________.
(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.
(n) Prohibition on Contracting with Inverted Domestic Corporations.
(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.
(2) Representation. The Offeror represents that—
  (i) It □ is, □ is not an inverted domestic corporation; and
  (ii) It □ is, □ is not a subsidiary of an inverted domestic corporation.
(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.
(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—
  (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
  (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
  (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,500 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it o has or o does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: ____________________.
Immediate owner legal name: _____________________.
(Do not use a “doing business as” name)
Is the immediate owner owned or controlled by another entity: □ Yes or □ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: ____________________.
Highest-level owner legal name: _____________________.
(Do not use a “doing business as” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it □ is or □ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one
predecessor, list in reverse chronological order):

Predecessor CAGE code: ________ (or mark “Unknown”)
Predecessor legal name: ____________________________
(Do not use a “doing business as” name)

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require
offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received $7.5 million or more in contract awards in
the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in
Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly
disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a
greenhouse gas inventory, performed in accordance with an accounting standard with publicly available
and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly
disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly
accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or
percentage.

(iii) A publicly accessible website includes the Offeror’s own website or a recognized, third-party
greenhouse gas emissions reporting program.

(3) If the Offeror checked “does” in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the
Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction
goals are reported:__________________.

(u)(1) In accordance with 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), Government agencies are not permitted to use appropriated (or otherwise
made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking
to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise
restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated
investigative or law enforcement representative of a Federal department or agency authorized to receive such
information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to
Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented
Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing
the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or
subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise
restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related
to the performance of a Government contract to a designated investigative or law enforcement representative
of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector
General).

(v) Covered Telecommunications Equipment or Services-Representation. Section 889(a)(1)(A) and section 889
(a)(1)(B) of Public Law 115-232.

(1) 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".

(2) The Offeror represents that--

(i) 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.
(ii) After conducting a reasonable inquiry for purposes of this representation, that it □ does, □ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. In addition, the full text of a clause may be accessed electronically at Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (JUN 2020)
ATTACHMENT #1

Photos of previous events as a reference on the conference room setup for the venue.