**Embassy of the United States of America**

*Seoul, Republic of Korea*

General Services Office

Tel. 82-2-397-4754

Fax: 82-2-397-4744

Date: April 28, 2022

Dear Prospective Offerors:

Subject: Solicitation Number 19KS7022Q0028, Cellular Phone Services

Enclosed is a Request for Quotations (RFQ) for Cellular PhoneServices.

If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it in electronic format to the Contracting Office as shown on the block 15 of the Standard Form1449 that follows this letter.

The U.S. Embassy Seoul intends to award a contract to the responsible company submitting an acceptable quotation at 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.

Any questions concerning the solicitation should be submitted in writing by May 6, 2022

at 17:00 Korea Standard Time via email to [SeoulProposals@state.gov](mailto:SeoulProposals@state.gov) or fax to 82-2-397-4744.

Quotations are due by May 11, 2022 at 17:00 Korea Standard Time. No quotations will be accepted after this time. Only the electronic submission of the quotation will be accepted.  Please submit your quotation addressed only to the Contracting Office by email at [SeoulProposals@state.gov](mailto:SeoulProposals@state.gov).  Please separate the technical quotation from the pricing information as well as the Section 5 information.

It is important to make sure the submission is made in specific size and format; in MS-Word 2007/2010 or MS-Excel 2007/2010 or Adobe Acrobat (pdf) file format.  The file size must not exceed 30MB.  If the file size should exceed the 30MB, the submission must be made in separate files and attached to separate emails with less than 30MB each.

Sincerely,

Gregory L. Robinson

Contracting Officer

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  ***OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30*** | | | | | | | | | | | 1. REQUISITION NO. | | | | PAGE 1 of 59 | | | | | | |
| 2. CONTRACT NO. | | | 3. AWARD/EFFECTIVE DATE | | | | | 4. ORDER NUMBER | | | 5. SOLICITATION NUMBER  **19KS7022Q0028** | | | | 6. SOLICITATION ISSUE DATE  **April 28, 2022** | | | | | | |
| **7. FOR SOLICITATION**  **INFORMATION CALL** | | | a. NAME  **Gregory L. Robinson, Contracting Officer** | | | | | | | | b. TELEPHONE NUMBER(No collect calls)  **822-397-4745** | | | | 8. OFFER DUE DATE/LOCAL TIME  **May 11, 2022**  **17:00** | | | | | | |
| 9. ISSUED BY CODE | | | | | | |  | | 10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE: \_\_\_\_\_\_\_\_\_ % FOR | | | | | | | | | | |  | |
| **U.S. Embassy Seoul**  **General Services Office**  **Seoul, Korea** | | | | | | | | | SMALL BUSINESS  HUBZONE SMALL BUSINESS  SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS | | | WOMEN-OWNED SMALL BUSINESS  (WOSB) ELEIGIBLE UNER THE WOMEN-OWNED SMALL BUSINESS PROGRAM  EDWOSB  8(A) | | | | | | NAICS:  SIZE STANDARD: | |
| 11. DELIVERY FOR FOB DESTINA-  TION UNLESS BLOCK IS  MARKED  SEE SCHEDULE | | | 12. DISCOUNT TERMS | | | | | | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | | | 13b. RATING | | | | | | | |
| 14. METHOD OF SOLICITATION  RFQ  IFB  RFP | | | | | | | |
| 15. EMAIL TO: | | | |  | CODE | |  | | 16. ADMINISTERED BY CODE | | | | | | | | | |  | | | |
| **U.S. Embassy Seoul**  **Contacting Office**  **(SeoulProposals@state.gov)** | | | | | | | | | **Gregory L. Robinson, Contracting Officer** | | | | | | | | | | | |  | |
| 17.a. CONTRACTOR/ CODE  OFFEROR | |  | | FACILITY CODE | | |  | | 18a. PAYMENT WILL BE MADE BY CODE | | | | | | | | | |  | | | |
|  | | | | | | | | | **U.S. Embassy Seoul**  **Financial Management Office**  **#188, Sejongdaero, Jongno-gu**  **Seoul, Korea** | | | | | | | | | | | | |
| 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  SEE ADDENDUM | | | | | | | | | | | | |
| 19.  ITEM NO. | 20.  SCHEDULE OF SUPPLIES/SERVICES | | | | | | | | | | 21.  QUANTITY | 22.  UNIT | | 23.  UNIT PRICE | | 24.  AMOUNT | | | | | |
|  | **Cellular Phone Services (See attached)** | | | | | | | | | |  |  | |  | |  | | | | | |
|  | (Use Reverse and/or Attach Additional Sheets as Necessary) | | | | | | | | | |  |  | |  | |  | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA | | | | | | | | | | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) | | | | | | | |
| 27a.SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  27b.CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED. | | | | | | | | | | | | | | | | | | | | | |
| 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. | | | | | | | | | | | 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*)  **Gregory L. Robinson** | | | | | | | 31c. DATE SIGNED | | | | |

AUTHORIZED FOR LOCAL REPRODUCTION **STANDARD FORM 1449** (REV. 2/2012)

PREVIOUS EDITION IS NOT USABLE Prescribed by GSA - FAR (48 CFR) 53.212

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 19.  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 | | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED  CORRECT FOR | | | 36. PAYMENT | | | | | 37. CHECK NUMBER | |
| PARTIAL | FINAL |  |  | | | COMPLETE  PARTIAL  FINAL | | | | |  | |
| 38. S/R ACCOUNT NO. | | 39. S/R VOUCHER NO. | 40. PAID BY | | | | | | | | | |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | | | | | 42a. RECEIVED BY (*Print*) | | | | | | | |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | | 41c. DATE | |  | | | | | | | |
|  | | |  | | 42b. RECEIVED AT (Location) | | | | | | | |
|  | | |  | |  | | | | | | | |
|  | | |  | | 42c. DATE REC’D (YY/MM/DD) | | | | 42d. TOTAL CONTAINERS | | | |
|  | | |  | |  | | | |  | | | |

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**SECTION 1 - THE SCHEDULE**

**CONTINUATION TO SF-1449**

**RFQ NUMBER 19KS7021Q0026**

**PRICES, BLOCK 23**

I. SCOPE OF CONTRACT

The contractor shall provide Cellular Phone Services to U.S. Embassy in Seoul, Korea. The prices listed below shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The Government will pay the Contractor on a monthly basis for the services that have been satisfactorily performed.

II. This is an indefinite-delivery, indefinite-quantity type contract for Cellular Phone Services. The contractor shall furnish services according to delivery orders issued by the Contracting Officer (See Section 1, Continuation to SF 1449, Schedule of Services, Block 20, Paragraph 10, “Delivery Orders”)

III. PERIOD OF PERFORMANCE

The contract will be for a one-year period from June 1, 2022.

IV. PRICING

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Description | Estimated  Quantity | Unit | Unit Price | Total Price |
| 1. SIM cards | 501 | each |  |  |
| 2. Calls within South Korea | 346,945 | minute |  |  |
| 3. International Calls and Roaming |  |  |  |  |
| 3.A. Calls to international from South Korea | 31,058 | minute |  |  |
| 3.B. Calls received while outside South Korea (Roaming) | 1,670 | minute |  |  |
| 3.C. Calls made while outside South Korea to local (Roaming) | 1,660 | minute |  |  |
| 3.D. Calls made while outside South Korea to other country (Roaming) | 4,421 | minute |  |  |
| 4. SMS and MMS messages |  |  |  |  |
| 4.A. SMS text messages | 80,445 | message |  |  |
| 4.B. MMS messages | 33,135 | message |  |  |
| 4.C. SMS/MMS to international from South Korea | 1,209 | message |  |  |
| 4.D. SMS/MMS text messages while outside South Korea (Roaming) | 23,362 | message |  |  |
| 5. Data Service |  |  |  |  |
| 5.A. Domestic Data Service | 10,435 | 100MB |  |  |
| 5.B. International Data Service (Roaming) | 3,846 | MB |  |  |
| 6. Basic Charge |  |  |  |  |
| 6.A. Cellular Phone Basic Charge for 12 months | 485 | each |  |  |
|  | | |  | |
| Total Estimated Amount for Base year | | |  | |

During this contract period, the Government shall place orders totaling a minimum of ₩500,000. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed ₩240,000,000. This reflects the contract maximum for this period of performance.

CONTINUATION TO SF-1449

**RFQ NUMBER 19KS7021Q0026**

**SCHEDULE OF SERVICES, BLOCK 20**

# 1. PERFORMANCE WORK STATEMENT

This solicitation is for Cellular Phone services. The Embassy is using 485 lines for official purposes. The Contractor shall provide complete Cellular Phone services for the Embassy of the United States in Seoul, Korea*.* Services provided shall include:

* SIM card
* Calls within South Korea
* International Calls
* International Roaming
* Wireless Application Protocol (WAP) or equivalent
* SMS and MMS messaging
* Voice mail
* Customer Service
* After Service
* Detailed Billing
* Data services for Cellular Phone Services
* This function connects to messaging and collaboration software ([Microsoft Exchange](http://en.wikipedia.org/wiki/Microsoft_Exchange_Server)) on enterprise networks and redirects emails and synchronizes [contacts and calendaring](http://en.wikipedia.org/wiki/Personal_information_manager) information between servers, desktop workstations, and mobile devices.

The Contractor shall ensure that the connection through its network is of the highest quality possible and shall be uninterrupted, clear and with no static. Network problems shall be remedied immediately, and the COR must be immediately informed of any problems, and their resolution.

1.1 CALLS WITHIN SOUTH KOREA

The contractor shall ensure on a 24-hour basis at least 90% local network coverage around South Korea with special consideration to all urban areas and main traffic routes.

1.2 INTERNATIONAL CALLS

The Contractor shall ensure on a 24-hour basis international connectivity with the USA, all Asian countries and all other worldwide countries that telephone services are available.

## 1.3 INTERNATIONAL ROAMING

The contractor shall provide as extensive international roaming connectivity as possible, with special interest of the Government for roaming within Asia and all other worldwide countries that telephone services are available.

## 1.4 WIRELESS APPLICATION PROTOCOL (WAP) or equivalent

The contractor shall provide internet connection through their network to the Wireless Application Protocol (WAP) Internet sites or provide an alternative technology that allows access to the internet from mobile devices.

## 1.5 SMS and MMS MESSAGING

The contractor shall provide access to around the clock SMS and MMS messaging.

## 1.6 VOICE MAIL

The Contractor shall provide Voice Mail services in English and/or KoreanLanguage. Voice Mail Box shall be prepared for each number separately as per standard practice.

## 1.7 CUSTOMER SERVICE

The contractor shall provide technical and customer support for setting up voice mail, roaming questions, roaming activation, questions on the phone features, rate plan, number changes, lost or stolen telephone reporting and manufacturer’s warranty information, and all other matter concerning the Cellular Phone services through the Contractor’s Project Manager.

## 1.8 DETAILED BILLING

1.8.1 The Contractor shall provide monthly breakdown of calls made by individual number. The breakdown shall clearly show:

* If blocked number, number will show minimum of 8 digits
* The Time and Date of the call
* The Duration of the call
* Price

1.8.2 The monthly lists of calls made shall be forwarded to the Contracting Officer’s Representative (COR) via digital format when made available by the provider. The original hard copy of the billing statement should be mailed to the COR at the end of each current month for the previous month to the following address:

U.S. Embassy Seoul

Information Management Officer

188, Sejongdaero, Jongno-gu

Seoul, 03141

2. INVOICING

1. The Contractor shall submit monthly invoices to the COR at the address shown in paragraph D below. A proper invoice must include the following information:

* Contractor's name and bank account information for payments by wire transfers
* Invoice Date
* Contract number
* A summary showing a listing of each line with total monthly price in local currency for that line. A detailed invoice for each agency has to be attached to each summary invoice and should include the cost breakdown by each telephone line according to the pricing schedule
* A detailed list of all calls made for each line
* Prompt payment discount if any
* Name, title, phone number, and address of person to contact in case of defective invoice

1. If an invoice does not contain the above information, the Government reserves the right to reject the invoice as improper and return it to the Contractor within 7 calendars days. The Contractor must then submit a proper invoice.
2. The COR will take each summary invoice and furnish the detailed invoice to the appropriate official in each individual Government agency. That agency representative will review the detailed invoice and either approve for payment or advise the COR of the inaccuracies found. It shall be the COR who will interact with the Contractor on any invoice problems.
3. The contractor will send all invoices to the following address:

[SeoulPhoneBill@state.gov](mailto:SeoulPhoneBill@state.gov) and

U.S. Embassy Seoul

Information Management Officer

188, Sejong-daero, Jongno-gu

Seoul, 03141

1. Payment shall be made in local currency by Electronic Funds Transfer (EFT) within 30 days after receipt of the proper invoice
2. The Government will provide annual direct exemption of Value Added Tax (VAT); according to host country VAT laws.

3. KEY PERSONNEL

3.1 The Project Manager must be able to converse fluently in English and Korean. The Contractor shall assign to this contract the following key person:

|  |  |
| --- | --- |
| POSITION/FUNCTION | NAME |
| Project Manager |  |

3.2 During the first 90 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is required due to illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required below to the Contracting Officer at least 15 days before making any permanent substitutions.

3.3 After the first 90 days of performance, the Contractor may substitute a key person if the contractor determines that it is necessary. The Contractor shall notify the Contracting Officer of the proposed action immediately. Prior to making the substitution, the Contractor will provide the information required below to the Contracting Officer.

3.4 The Contractor shall provide a detailed explanation of the circumstances requiring the proposed substitution, a complete resume for the proposed substitute. The proposed substitute shall possess qualifications comparable to the original key person. The Contracting Officer will notify the Contractor of its approval or disapproval of the substitution within 15 calendar days after receiving the required information. The Government will modify the contract to reflect any changes in key personnel.

4. PERMITS

Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the work under this contract. The contractor shall obtain these permits, licenses, and appointments in compliance with applicable South Koreancountry laws.

5. GOVERNMENT FURNISHED PROPERTY (GFP)

5.1 The Government may use the Government Owned Property as listed in ATTACHMENT A, “GOVERNMENT FURNISHED PROPERTY” (Page 12). The contractor will provide a fully functional SIM card, telephone number and appropriate security codes for all existing Government Cellular Phone.

5.2 A list of Cell Phone types that the Government owns and may use with the services provided in this contract is provided in ATTACHMENT A, “GOVERNMENT FURNISHED PROPERTY” (Page 12).

6. ADDITION OF NEW LINES

The contractor will provide a fully functional SIM card, telephone number and appropriate security codes “7 plus last four digits”to the COR within 24 hours after receiving a delivery order to the contract.

7. NON-OFFICIAL LINES

This Contract is valid only for official Government needs.

8. DISCLOSURE OF INFORMATION

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to a person except as may be necessary in the performance of the contract.

9. SPECIAL SHORT TERM PROMOTION

For the entire contract duration, the Contractor will offer the Embassy the option to take advantage of any promotional programs that it offers and that is suited for use by Embassy staff. The Embassy at its own discretion will have the option to take or reject the opportunity.

10. DELIVERY ORDERS

The Contracting Officer will issue delivery orders to order services to the Contractor for performance of work under this contract. If an order is given orally, it will be followed up by a written delivery order within 7 days.

11. TRAINING

The contractor shall provide, at no additional cost, training in English and/or Korean to a few Embassy designating employees who will provide direct training to the rest of the Mission. Training to be provided will include the proper operation of equipment purchased and feature operation. The training will be coordinated with the COR based on delivery date of the devices and the deployment schedule.

12. EQUIPMENT RETURN/DEFECTIVE POLICY

If a SIM card is defective or is being returned, the SIM card will be exchanged within 7 to 10 business days.

13. CUSTOMER SERVICE CENTERS

The contractor is to provide a telephone number for the purpose of reporting problems, billing inquiries and/or customer question regarding accounts and/or services.

14. SURVIVABILITY AND RECOVERY

The contractor shall have a working system of survivability of the network in case of emergency and serious disaster when all networks may be jammed or when parts of the network are destroyed.

The contractor shall have a recovery plan in place that shall deal with such occurrences.

15. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)  
  
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.

|  |  |  |
| --- | --- | --- |
| Performance Objective | Scope of Work Para | Performance Threshold |
| Services.  Performs all cellular phone services set forth in the scope of work. | Paragraph 1 thru 14 | All required services are performed and no more than one (1) customer complaint is received per month. |

**ATTACHMENT A**

GOVERNMENT FURNISHED PROPERTY

The GFP refers to the equipment currently in use.

|  |  |  |  |
| --- | --- | --- | --- |
| **Brand** | **Model** | **Quantity** | **Remarks** |
| Apple | iPhone 7 | 76 |  |
| Apple | iPhone 8 | 11 |  |
| Apple | iPhone 8 PLIS | 16 |  |
| Apple | iPhone X | 24 |  |
| Apple | iPhone XS | 160 |  |
| Apple | iPhone XS MAX | 4 |  |
| Apple | iPhone 11 | 1 |  |
| Apple | iPhone 11 Pro | 43 |  |
| Apple | iPhone 11 Pro MAX | 5 |  |
| Apple | iPad Air 2 | 3 |  |
| Apple | iPad mini | 2 |  |
| Apple | iPad Retina | 1 |  |
| Apple | iPad Pro | 19 |  |
| Apple | iPad Pro 11 | 2 |  |
| SamSung | GalaxyS 10 | 3 |  |
| SamSung | Galaxy Note 10 | 1 |  |
| SamSung | Galaxy S20 | 2 |  |
| SamSung | Galaxy S20 Ultra | 3 |  |
| LG | LM-X410SG | 94 |  |
| SK | LTE Modem | 1 |  |
| SK | T-Pocket Fi | 5 |  |
| Blackberry | Z30 | 9 |  |
| Total |  | 485 |  |

**SECTION 2 - CONTRACT CLAUSES**

52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (NOV 2021), is incorporated by reference (see SF-1449, Block 27A)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (JAN 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](https://www.acquisition.gov/far/52.203-19#FAR_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](https://www.acquisition.gov/far/52.204-23#FAR_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](https://www.acquisition.gov/far/52.204-25#FAR_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](https://www.acquisition.gov/far/52.209-10#FAR_52_209_10), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

           (5) [52.233-3](https://www.acquisition.gov/far/52.233-3#FAR_52_233_3), Protest After Award (Aug 1996) ([31 U.S.C. 3553](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

           (6) [52.233-4](https://www.acquisition.gov/far/52.233-4#FAR_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](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3))).

      (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:

          \_X\_(1) [52.203-6](https://www.acquisition.gov/far/52.203-6#FAR_52_203_6), Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) ([41 U.S.C. 4704](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and [10 U.S.C. 2402](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (2) [52.203-13](https://www.acquisition.gov/far/52.203-13#FAR_52_203_13), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3))).

            \_\_ (3) [52.203-15](https://www.acquisition.gov/far/52.203-15#FAR_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.)

          \_X\_(4) [52.204-10](https://www.acquisition.gov/far/52.204-10#FAR_52_204_10), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ( [31 U.S.C. 6101 note](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title31-section6101&num=0&edition=prelim)).

            \_\_ (5) [Reserved].

            \_\_ (6) [52.204-14](https://www.acquisition.gov/far/52.204-14#FAR_52_204_14), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

            \_\_ (7) [52.204-15](https://www.acquisition.gov/far/52.204-15#FAR_52_204_15), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

          \_X\_(8) [52.209-6](https://www.acquisition.gov/far/52.209-6#FAR_52_209_6), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ([31 U.S.C. 6101 note](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title31-section6101&num=0&edition=prelim)).

            \_\_ (9) [52.209-9](https://www.acquisition.gov/far/52.209-9#FAR_52_209_9), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title41-section2313&num=0&edition=prelim)).

            \_\_ (10) [Reserved].

            \_\_ (11) [52.219-3](https://www.acquisition.gov/far/52.219-3#FAR_52_219_3), Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021) ([15 U.S.C. 657a](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title15-section637a&num=0&edition=prelim)).

            \_\_ (12) [52.219-4](https://www.acquisition.gov/far/52.219-4#FAR_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](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (13) [Reserved]

          \_\_ (14)  (i) [52.219-6](https://www.acquisition.gov/far/52.219-6#FAR_52_219_6), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                  \_\_ (ii) Alternate I (Mar 2020) of [52.219-6](https://www.acquisition.gov/far/52.219-6#FAR_52_219_6).

          \_\_ (15)  (i) [52.219-7](https://www.acquisition.gov/far/52.219-7#FAR_52_219_7), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                  \_\_ (ii) Alternate I (Mar 2020) of [52.219-7](https://www.acquisition.gov/far/52.219-7#FAR_52_219_7).

            \_\_ (16) [52.219-8](https://www.acquisition.gov/far/52.219-8#FAR_52_219_8), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637(d)(2)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and (3)).

          \_\_ (17)  (i) [52.219-9](https://www.acquisition.gov/far/52.219-9#FAR_52_219_9), Small Business Subcontracting Plan (Nov 2021) ([15 U.S.C. 637(d)(4)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                  \_\_ (ii) Alternate I (Nov 2016) of [52.219-9](https://www.acquisition.gov/far/52.219-9#FAR_52_219_9).

                  \_\_ (iii) Alternate II (Nov 2016) of [52.219-9](https://www.acquisition.gov/far/52.219-9#FAR_52_219_9).

                  \_\_ (iv) Alternate III (Jun 2020) of [52.219-9](https://www.acquisition.gov/far/52.219-9#FAR_52_219_9).

                  \_\_ (v) Alternate IV (Sep 2021) of [52.219-9](https://www.acquisition.gov/far/52.219-9#FAR_52_219_9).

          \_\_ (18)  (i) [52.219-13](https://www.acquisition.gov/far/52.219-13#FAR_52_219_13), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644(r)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                  \_\_ (ii) Alternate I (Mar 2020) of [52.219-13](https://www.acquisition.gov/far/52.219-13#FAR_52_219_13).

            \_\_ (19) [52.219-14](https://www.acquisition.gov/far/52.219-14#FAR_52_219_14), Limitations on Subcontracting (Sep 2021) ([15 U.S.C. 637s](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (20) [52.219-16](https://www.acquisition.gov/far/52.219-16#FAR_52_219_16), Liquidated Damages—Subcontracting Plan (Sep 2021) ([15 U.S.C. 637(d)(4)(F)(i)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (21) [52.219-27](https://www.acquisition.gov/far/52.219-27#FAR_52_219_27), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep 2021) ([15 U.S.C. 657f](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

          \_\_ (22)  (i) [52.219-28](https://www.acquisition.gov/far/52.219-28#FAR_52_219_28), Post Award Small Business Program Representation (Sep 2021) ([15 U.S.C. 632(a)(2)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                  \_\_ (ii) Alternate I (Mar 2020) of [52.219-28](https://www.acquisition.gov/far/52.219-28#FAR_52_219_28).

            \_\_ (23) [52.219-29](https://www.acquisition.gov/far/52.219-29#FAR_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)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (24) [52.219-30](https://www.acquisition.gov/far/52.219-30#FAR_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)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (25) [52.219-32](https://www.acquisition.gov/far/52.219-32#FAR_52_219_32), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644](https://www.govinfo.gov/content/pkg/USCODE-2018-title15/html/USCODE-2018-title15-chap14A-sec644.htm)(r)).

            \_\_ (26) [52.219-33](https://www.acquisition.gov/far/52.219-33#FAR_52_219_33), Nonmanufacturer Rule (Sep 2021) ([15U.S.C. 637](https://www.govinfo.gov/content/pkg/USCODE-2018-title15/html/USCODE-2018-title15-chap14A-sec637.htm)(a)(17)).

            \_\_ (27) [52.222-3](https://www.acquisition.gov/far/52.222-3#FAR_52_222_3), Convict Labor (Jun 2003) (E.O.11755).

            \_\_ (28) [52.222-19](https://www.acquisition.gov/far/52.222-19#FAR_52_222_19), Child Labor-Cooperation with Authorities and Remedies (Jan 2022) (E.O.13126).

            \_\_ (29) [52.222-21](https://www.acquisition.gov/far/52.222-21#FAR_52_222_21), Prohibition of Segregated Facilities (Apr 2015).

           \_\_ (30)  (i) [52.222-26](https://www.acquisition.gov/far/52.222-26#FAR_52_222_26), Equal Opportunity (Sep 2016) (E.O.11246).

                  \_\_ (ii) Alternate I (Feb 1999) of [52.222-26](https://www.acquisition.gov/far/52.222-26#FAR_52_222_26).

          \_\_ (31)  (i) [52.222-35](https://www.acquisition.gov/far/52.222-35#FAR_52_222_35), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title38-section4212&num=0&edition=prelim)).

                  \_\_ (ii) Alternate I (Jul 2014) of [52.222-35](https://www.acquisition.gov/far/52.222-35#FAR_52_222_35).

          \_\_ (32)  (i) [52.222-36](https://www.acquisition.gov/far/52.222-36#FAR_52_222_36), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title29-section793&num=0&edition=prelim)).

                  \_\_ (ii) Alternate I (Jul 2014) of [52.222-36](https://www.acquisition.gov/far/52.222-36#FAR_52_222_36).

            \_\_ (33) [52.222-37](https://www.acquisition.gov/far/52.222-37#FAR_52_222_37), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title38-section4212&num=0&edition=prelim)).

            \_\_ (34) [52.222-40](https://www.acquisition.gov/far/52.222-40#FAR_52_222_40), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

          \_X\_(35)  (i) [52.222-50](https://www.acquisition.gov/far/52.222-50#FAR_52_222_50), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and E.O. 13627).

                  \_\_ (ii) Alternate I (Mar 2015) of [52.222-50](https://www.acquisition.gov/far/52.222-50#FAR_52_222_50) ([22 U.S.C. chapter 78](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and E.O. 13627).

            \_\_ (36) [52.222-54](https://www.acquisition.gov/far/52.222-54#FAR_52_222_54), Employment Eligibility Verification (Nov 2021) . (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](https://www.acquisition.gov/far/22.1803#FAR_22_1803).)

          \_\_ (37)  (i) [52.223-9](https://www.acquisition.gov/far/52.223-9#FAR_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)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

                  \_\_ (ii) Alternate I (May 2008) of [52.223-9](https://www.acquisition.gov/far/52.223-9#FAR_52_223_9) ([42 U.S.C. 6962(i)(2)(C)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

            \_\_ (38) [52.223-11](https://www.acquisition.gov/far/52.223-11#FAR_52_223_11), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

            \_\_ (39) [52.223-12](https://www.acquisition.gov/far/52.223-12#FAR_52_223_12), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

          \_\_ (40)  (i) [52.223-13](https://www.acquisition.gov/far/52.223-13#FAR_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](https://www.acquisition.gov/far/52.223-13#FAR_52_223_13).

          \_\_ (41)  (i) [52.223-14](https://www.acquisition.gov/far/52.223-14#FAR_52_223_14), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

                  \_\_ (ii) Alternate I (Jun2014) of [52.223-14](https://www.acquisition.gov/far/52.223-14#FAR_52_223_14).

            \_\_ (42) [52.223-15](https://www.acquisition.gov/far/52.223-15#FAR_52_223_15), Energy Efficiency in Energy-Consuming Products (May 2020) ([42 U.S.C. 8259b](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

          \_\_ (43)  (i) [52.223-16](https://www.acquisition.gov/far/52.223-16#FAR_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](https://www.acquisition.gov/far/52.223-16#FAR_52_223_16).

         \_X\_ (44) [52.223-18](https://www.acquisition.gov/far/52.223-18#FAR_52_223_18), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

            \_\_ (45) [52.223-20](https://www.acquisition.gov/far/52.223-20#FAR_52_223_20), Aerosols (Jun 2016) (E.O. 13693).

            \_\_ (46) [52.223-21](https://www.acquisition.gov/far/52.223-21#FAR_52_223_21), Foams (Jun2016) (E.O. 13693).

           \_\_ (47)  (i) [52.224-3](https://www.acquisition.gov/far/52.224-3#FAR_52_224_3) Privacy Training (Jan 2017) (5 U.S.C. 552 a).

                  \_\_ (ii) Alternate I (Jan 2017) of [52.224-3](https://www.acquisition.gov/far/52.224-3#FAR_52_224_3).

            \_\_ (48) [52.225-1](https://www.acquisition.gov/far/52.225-1#FAR_52_225_1), Buy American-Supplies (Nov 2021) ([41 U.S.C. chapter 83](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

           \_\_ (49)  (i) [52.225-3](https://www.acquisition.gov/far/52.225-3#FAR_52_225_3), Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2021) ([41 U.S.C.chapter83](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3), [19 U.S.C. 3301](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)note, [19 U.S.C. 2112](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)note, [19 U.S.C. 3805](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) note, [19 U.S.C. 4001](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) 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 (Jan 2021) of [52.225-3](https://www.acquisition.gov/far/52.225-3#FAR_52_225_3).

                  \_\_ (iii) Alternate II (Jan 2021) of [52.225-3](https://www.acquisition.gov/far/52.225-3#FAR_52_225_3).

                  \_\_ (iv) Alternate III (Jan 2021) of [52.225-3](https://www.acquisition.gov/far/52.225-3#FAR_52_225_3).

            \_\_ (50) [52.225-5](https://www.acquisition.gov/far/52.225-5#FAR_52_225_5), Trade Agreements (Oct 2019) ([19 U.S.C. 2501](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title19-section2501&num=0&edition=prelim), *et seq*., [19 U.S.C. 3301](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title19-section3301&num=0&edition=prelim) note).

          \_X\_(51) [52.225-13](https://www.acquisition.gov/far/52.225-13#FAR_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).

            \_\_ (52) [52.225-26](https://www.acquisition.gov/far/52.225-26#FAR_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. 2302Note)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3).

            \_\_ (53) [52.226-4](https://www.acquisition.gov/far/52.226-4#FAR_52_226_4), Notice of Disaster or Emergency Area Set-Aside (Nov2007) ([42 U.S.C. 5150](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (54) [52.226-5](https://www.acquisition.gov/far/52.226-5#FAR_52_226_5), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

           \_X\_(55) [52.229-12](https://www.acquisition.gov/far/52.229-12#FAR_52_229_12), Tax on Certain Foreign Procurements (Feb 2021).

            \_\_ (56) [52.232-29](https://www.acquisition.gov/far/52.232-29#FAR_52_232_29), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3), [10 U.S.C. 2307(f)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

          \_X\_(57) [52.232-30](https://www.acquisition.gov/far/52.232-30#FAR_52_232_30), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3), [10 U.S.C. 2307(f)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

          \_X\_(58) [52.232-33](https://www.acquisition.gov/far/52.232-33#FAR_52_232_33), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ([31 U.S.C. 3332](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title31-section3332&num=0&edition=prelim)).

            \_\_ (59) [52.232-34](https://www.acquisition.gov/far/52.232-34#FAR_52_232_34), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (60) [52.232-36](https://www.acquisition.gov/far/52.232-36#FAR_52_232_36), Payment by Third Party (May 2014) ([31 U.S.C. 3332](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (61) [52.239-1](https://www.acquisition.gov/far/52.239-1#FAR_52_239_1), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title5-section552a&num=0&edition=prelim)).

            \_\_ (62) [52.242-5](https://www.acquisition.gov/far/52.242-5#FAR_52_242_5), Payments to Small Business Subcontractors (Jan 2017) ([15 U.S.C. 637(d)(13)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

           \_\_ (63)  (i) [52.247-64](https://www.acquisition.gov/far/52.247-64#FAR_52_247_64), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](https://www.govinfo.gov/content/pkg/USCODE-2019-title46/html/USCODE-2019-title46-subtitleV-partD-chap553-subchapI-sec55305.htm) and [10 U.S.C. 2631](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                  \_\_ (ii) Alternate I (Apr 2003) of [52.247-64](https://www.acquisition.gov/far/52.247-64#FAR_52_247_64).

                  \_\_ (iii) Alternate II (Nov 2021) of [52.247-64](https://www.acquisition.gov/far/52.247-64#FAR_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 products and commercial services:

            \_\_ (1) [52.222-41](https://www.acquisition.gov/far/52.222-41#FAR_52_222_41), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter67](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (2) [52.222-42](https://www.acquisition.gov/far/52.222-42#FAR_52_222_42), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and [41 U.S.C. chapter 67](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (3) [52.222-43](https://www.acquisition.gov/far/52.222-43#FAR_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](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and [41 U.S.C. chapter 67](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (4) [52.222-44](https://www.acquisition.gov/far/52.222-44#FAR_52_222_44), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( [29U.S.C.206](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)and [41 U.S.C. chapter 67](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (5) [52.222-51](https://www.acquisition.gov/far/52.222-51#FAR_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](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (6) [52.222-53](https://www.acquisition.gov/far/52.222-53#FAR_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](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

            \_\_ (7) [52.222-55](https://www.acquisition.gov/far/52.222-55#FAR_52_222_55), Minimum Wages Under Executive Order 13658 (Nov 2020).

            \_\_ (8) [52.222-62](https://www.acquisition.gov/far/52.222-62#FAR_52_222_62), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

            \_\_ (9) [52.226-6](https://www.acquisition.gov/far/52.226-6#FAR_52_226_6), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

      (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](https://www.acquisition.gov/far/2.101#FAR_2_101), on the date of award of this contract, and does not contain the clause at [52.215-2](https://www.acquisition.gov/far/52.215-2#FAR_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](https://www.acquisition.gov/far/subpart-4.7#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 products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

                (i) [52.203-13](https://www.acquisition.gov/far/52.203-13#FAR_52_203_13), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                (ii) [52.203-19](https://www.acquisition.gov/far/52.203-19#FAR_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](https://www.acquisition.gov/far/52.204-23#FAR_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](https://www.acquisition.gov/far/52.204-25#FAR_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](https://www.acquisition.gov/far/52.219-8#FAR_52_219_8), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637(d)(2)](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title15-section637&num=0&edition=prelim) 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](https://www.acquisition.gov/far/19.702#FAR_19_702)(a) on the date of subcontract award, the subcontractor must include [52.219-8](https://www.acquisition.gov/far/52.219-8#FAR_52_219_8) in lower tier subcontracts that offer subcontracting opportunities.

                (vi) [52.222-21](https://www.acquisition.gov/far/52.222-21#FAR_52_222_21), Prohibition of Segregated Facilities (Apr 2015).

                (vii) [52.222-26](https://www.acquisition.gov/far/52.222-26#FAR_52_222_26), Equal Opportunity (Sep 2015) (E.O.11246).

                (viii) [52.222-35](https://www.acquisition.gov/far/52.222-35#FAR_52_222_35), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                (ix) [52.222-36](https://www.acquisition.gov/far/52.222-36#FAR_52_222_36), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                (x) [52.222-37](https://www.acquisition.gov/far/52.222-37#FAR_52_222_37), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                (xi) [52.222-40](https://www.acquisition.gov/far/52.222-40#FAR_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](https://www.acquisition.gov/far/52.222-40#FAR_52_222_40).

                (xii) [52.222-41](https://www.acquisition.gov/far/52.222-41#FAR_52_222_41), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title41-chapter67-front&num=0&edition=prelim)).

                (xiii) (A) [52.222-50](https://www.acquisition.gov/far/52.222-50#FAR_52_222_50), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and E.O 13627).

                     (B) Alternate I (Mar 2015) of [52.222-50](https://www.acquisition.gov/far/52.222-50#FAR_52_222_50) ([22 U.S.C. chapter 78 and E.O. 13627](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                (xiv) [52.222-51](https://www.acquisition.gov/far/52.222-51#FAR_52_222_51), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ([41 U.S.C. chapter 67](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                (xv) [52.222-53](https://www.acquisition.gov/far/52.222-53#FAR_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](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                (xvi) [52.222-54](https://www.acquisition.gov/far/52.222-54#FAR_52_222_54), Employment Eligibility Verification (Nov 2021) (E.O. 12989).

                (xvii) [52.222-55](https://www.acquisition.gov/far/52.222-55#FAR_52_222_55), Minimum Wages Under Executive Order 13658 (Nov 2020).

                (xviii) [52.222-62](https://www.acquisition.gov/far/52.222-62#FAR_52_222_62), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

                (xix) (A) [52.224-3](https://www.acquisition.gov/far/52.224-3#FAR_52_224_3), Privacy Training (Jan 2017) ([5 U.S.C. 552a](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                      (B) Alternate I (Jan 2017) of [52.224-3](https://www.acquisition.gov/far/52.224-3#FAR_52_224_3).

                (xx) [52.225-26](https://www.acquisition.gov/far/52.225-26#FAR_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)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3).

                (xxi) [52.226-6](https://www.acquisition.gov/far/52.226-6#FAR_52_226_6), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

                (xxii) [52.247-64](https://www.acquisition.gov/far/52.247-64#FAR_52_247_64), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](https://www.govinfo.gov/content/pkg/USCODE-2019-title46/html/USCODE-2019-title46-subtitleV-partD-chap553-subchapI-sec55305.htm) and [10 U.S.C. 2631](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)). 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(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:

[*http://www.acquisition.gov/far/*](http://www.acquisition.gov/far/) or [*http://farsite.hill.af.mil/vmfara.htm*](http://farsite.hill.af.mil/vmfara.htm)

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition Website at [*http://www.statebuy.state.gov*](http://www.statebuy.state.gov/) to see the links to the FAR. You may also use an internet “search engine” (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

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

CLAUSE TITLE AND DATE

52.204-12 UNIQUE ENTITY IDENTIFIER MAINTENANCE (OCT 2016)

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

52.228-4 WORKER’S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)

52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

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

652.216-70      ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

  The Government shall use one of the following forms to issue orders under this contract:

1. The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or*

*Services Schedule - Continuation*; or,

  (b)      The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

(End of clause)

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)

The following FAR clause(s) is/are provided in full text:

52.216-18        ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.

      (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

      (c) A delivery order or task order is considered “issued” when—

           (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

           (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

           (3) If sent electronically, the Government either—

                (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

                (ii) Distributes the delivery order or task order via email to the Contractor's email address.

      (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract. (End of clause)

52.216-19        ORDER LIMITATIONS.  (OCT 1995)

1. Minimum order. When the Government requires supplies or services covered by this contract in an amount of ₩500,000 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
2. Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of ₩20,000,000;

(2) Any order for a combination of items in excess of ₩20,000,000; or

(3) A series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

1. If this is a requirements contract (i.e., includes the Requirement clause at subsection

52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

1. Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22        INDEFINITE QUANTITY (OCT 1995)

            (a)        This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule.  The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

            (b)        Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause.  The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.”  The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

            (c)        Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued.  The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

            (d)        Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order.  The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract’s effective period.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

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.

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 1 (one) copy 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:

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652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer’s Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the Office Management Specialist (OMS) of the

Information Management Office.

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652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

1. The contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or

countries in which this contract will be performed;  
 (2) That is 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**

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (NOV 2021), is incorporated by reference (see SF-1449, Block 27A)

ADDENDUM TO 52.212-1

Summary of Instructions. Each offer must consist of the following:

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

Only the electronic submission of the quotation will be accepted. Please submit your quotation addressed only to the Contracting Officer, by email at [SeoulProposals@state.gov](mailto:SeoulProposals@state.gov). It is important to make sure the submission is made in specific size and format; in MS-Word 2007/2010 or MS-Excel 2007/2010 or Adobe Acrobat (pdf) file format. The file size must not exceed 30MB. If the file size should exceed the 30MB, the submission must be made in separate files of size less than 30MB. Please separate the technical quotation from the pricing information as well as the Section 5 information.

A.2. Information demonstrating the quoter’s ability to perform and meet the solicitation requirement, including, at a minimum:

1. Provide the name of a project manager (or other liaison to the Embassy), specifically confirming that he/she speaks, understands and writes English and Korean to perform his/her duties satisfactorily.
2. Provide evidence that the quoter operates an established business with a permanent address and telephone listing;

**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. Also, the full text of a clause may be accessed electronically at: [*http://www.acquisition.gov/far/*](http://www.acquisition.gov/far/)or [*http://farsite.hill.af.mil/vmfara.htm*](http://farsite.hill.af.mil/vmfara.htm)*.*

(End of provision)

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet “search engine” (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

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

652.206-70 ADVOCATE FOR COMPETITION/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](mailto:AQMCompetitionAdvocate@state.gov).
2. For all others, the Department of State Advocate for Competition at [cat@state.gov](mailto: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, McDonald Scott D. at 82-2-397-4126 (Tel) or 82-2-397-4107 (fax). 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 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

**SECTION 4 - EVALUATION FACTORS**

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

1. COMPLIANCE REVIEW. The Government will perform an initial review of proposals received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals that do not conform to the solicitation.
2. TECHNICAL ACCEPTABILITY. Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal. The Government reserves the right to conduct a field test of the offeror’s network within South Korea to ensure adequate connectivity.
3. PRICE EVALUATION. 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. The Government reserves the right to reject proposals that are unreasonably low or high in price.
4. RESPONSIBILITY DETERMINATION. 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
* otherwise qualified and eligible to receive an award under applicable laws and regulations.

**ADDENDUM TO EVALUATION FACTORS**

**FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

NONE

**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](https://www.acquisition.gov/far/52.204-26#FAR_52_204_26), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](https://www.acquisition.gov/far/52.212-3#FAR_52_212_3), Offeror Representations and Certifications-Commercial Products or Commercial Services. 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](https://www.acquisition.gov/far/52.204-26#FAR_52_204_26), or in paragraph (v)(2)(ii) of the provision at [52.212-3](https://www.acquisition.gov/far/52.212-3#FAR_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](https://www.acquisition.gov/far/52.204-25#FAR_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](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)

**52.204-26 Covered Telecommunications Equipment or Services-Representation (OCT 2020)**

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have 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) *Representations.* (1) 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.

(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 any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

**52.212-3 Offeror Representations and Certifications-Commercial Items. (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](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](https://www.acquisition.gov/far/52.204-25#FAR_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](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title6-section395&num=0&edition=prelim)(b), applied in accordance with the rules and definitions of [6 U.S.C. 395](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title6-section395&num=0&edition=prelim)(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](https://www.acquisition.gov/far/52.204-25#FAR_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](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title38-section101&num=0&edition=prelim)(2), with a disability that is service connected, as defined in [38 U.S.C. 101](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title38-section101&num=0&edition=prelim)(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 with13 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 at13 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 CFR124.104(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 least51 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](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](https://www.acquisition.gov/far/52.212-3#FAR_52_212_3), Offeror Representations and Certifications-Commercial Products and Commercial Services, 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](https://www.acquisition.gov/far/4.1201#FAR_4_1201)), except for paragraphs \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

          [*Offeror to identify the applicable paragraphs at (c) through (v) 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) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

           (1) *Small business concern*. The offeror represents as part of its offer that it *□* is, *□* is not a small business concern.

           (2) *Veteran-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents as part of its offer that it *□* is, *□* is not a veteran-owned small business concern.

           (3) *Service-disabled veteran-owned small business concern*. [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision*.] The offeror represents as part of its offer that it *□* is, *□* is not a service-disabled veteran-owned small business concern.

           (4) *Small disadvantaged business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents, that it *□* is, *□* is not a small disadvantaged business concern as defined in 13 CFR124.1002.

           (5) *Women-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents that it *□* is, *□* is not a women-owned small business concern.

           (6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that-

                (i) It *□* is, *□* is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

                (ii) It *□* is, *□* is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_\_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

           (7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that-

                (i) It *□* is, *□* is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

                (ii) It *□* is, *□* is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:* \_\_\_\_\_\_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

           (8) *Women-owned business concern (other than small business concern*). [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents that it *□* is a women-owned business concern.

           (9) *Tie bid priority for labor surplus area concerns*. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

           (10) *HUBZone small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents, as part of its offer, that–

                (i) It *□* is, *□* is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

                (ii) It *□* is, *□* is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_\_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

      (d) Representations required to implement provisions of Executive Order11246-

(1) Previous contracts and compliance. The offeror represents that-

                (i) It *□* has, *□* has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

                (ii) It *□* has, *□* has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that-

                (i) It *□* has developed and has on file, *□* has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

                (ii) It *□* has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

      (e) *Certification Regarding Payments to Influence Federal Transactions (31*[*http://uscode.house.gov/*](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)*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) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](https://www.acquisition.gov/far/52.225-1#FAR_52_225_1), Buy American-Supplies, is included in this solicitation.)

           (1)(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

                (ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

                (iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

           (2) Foreign End Products:

| **Line Item No.** | **Country of Origin** |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

   [*List as necessary*]

           (3) The Government will evaluate offers in accordance with the policies and procedures of FAR [part  25](https://www.acquisition.gov/far/part-25#FAR_Part_25).

      (g) (1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](https://www.acquisition.gov/far/52.225-3#FAR_52_225_3), Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

                (i) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

                     (B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

                (ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

               Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

| **Line Item No.** | **Country of Origin** |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

  [*List as necessary*]

                (iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

 Other Foreign End Products:

| **Line Item No.** | **Country of Origin** |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

[List as necessary]

                (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [part  25](https://www.acquisition.gov/far/part-25#FAR_Part_25).

           (2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR [52.225-3](https://www.acquisition.gov/far/52.225-3#FAR_52_225_3) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

          (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

 Canadian End Products:

| **Line Item No.** | **Country of Origin** |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

[*List as necessary*]

           (3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II*. If Alternate II to the clause at FAR [52.225-3](https://www.acquisition.gov/far/52.225-3#FAR_52_225_3) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

          (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

          Canadian or Israeli End Products:

| **Line Item No.** | **Country of Origin** |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

[*List as necessary*]

           (4) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at [52.225-3](https://www.acquisition.gov/far/52.225-3#FAR_52_225_3) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

          (g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

          Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

| **Line Item No.** | **Country of Origin** |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

[*List as necessary*]

           (5) *Trade Agreements Certificate*. (Applies only if the clause at FAR [52.225-5](https://www.acquisition.gov/far/52.225-5#FAR_52_225_5), Trade Agreements, is included in this solicitation.)

                (i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

                (ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

 Other End Products:

| **Line Item No.** | **Country of Origin** |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

[*List as necessary*]

                (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [part  25](https://www.acquisition.gov/far/part-25#FAR_Part_25). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

      (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 the threshold at [9.104-5](https://www.acquisition.gov/far/9.104-5#FAR_9_104_5)(a)(2) 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*](https://www.acquisition.gov/far/22.1503#FAR_22_1503)*(b).]*

           (1) *Listed end products.*

| **Listed End Product** | **Listed Countries of Origin** |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

           (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](https://www.acquisition.gov/far/22.1003-4#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](https://www.acquisition.gov/far/22.1003-4#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](https://www.acquisition.gov/far/22.1003-4#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](https://www.acquisition.gov/far/22.1003-4#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](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3), [31 U.S.C. 7701](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)). (Not applicable if the offeror is required to provide this information to the SAM 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)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3), 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)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](https://www.acquisition.gov/far/4.904#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 CFR1.6049-4;

               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](https://www.acquisition.gov/far/9.108-2#FAR_9_108_2)(b) applies or the requirement is waived in accordance with the procedures at [9.108-4](https://www.acquisition.gov/far/9.108-4#FAR_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](mailto: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 the threshold at FAR [25.703-2](https://www.acquisition.gov/far/25.703-2#FAR_25_703_2)(a)(2) 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 International Emergency Economic Powers Act (et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

           (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](https://www.acquisition.gov/far/52.212-3#FAR_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 unique entity identifier in the solicitation).

           (1) The Offeror represents that it *□* has or *□* 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](https://www.acquisition.gov/far/52.204-16#FAR_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](https://www.acquisition.gov/far/12.301#FAR_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](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)

**52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (JUN 2020)**

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

*Foreign person* means any person other than a United States person.

*Specified Federal procurement payment* means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

*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. 701(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) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at ***www.irs.gov/w14****.* 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. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that—

(1) It [\_\_]is [\_\_]is not a foreign person; and

(2) If the Offeror indicates “is” in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 [\_\_\_\_] a full exemption, or [\_\_\_\_] partial or no exemption [*Offeror shall select one*] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects “is” in paragraph (d)(1) and “partial or no exemption” in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(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 provision)**

**ADDENDUM TO REPRESENTATIONS AND CERTIFICATIONS**

**FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

NONE