To: Prospective Offerors  
Subject: Solicitation Number: 19RS5022Q0041  
Local Transportation of Diplomatic Pouch Bags

The Embassy of the United States of America in Moscow is soliciting quotations for a qualified contractor to provide logistical support and local transportation of diplomatic pouch bags between the Embassy of the United States of America in Moscow and the local airports.

Proposals are due **on or before 4:00PM Moscow time on July 20, 2022** and must be submitted electronically to MoscowGSOProcurement@state.gov. All quotes are to be addressed to the Contracting Officer and marked "Quotation 19RS5022Q0041 Enclosed." **The email size shall not exceed 20MB.**

The offerors should confirm receipt of the offer with the contact listed in Block 7.A of Standard Form 1449 on page 3.

The U.S. Government intends to award a contract/purchase order to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract/purchase order 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.

Sincerely,

*Bernard D. Coffey*

Bernard D. Coffey
Contracting Officer
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E. SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

2. CONTRACT NO. 5. SOLICITATION NUMBER
3. AWARD/EFFECTIVE 19RS5022Q0041
   DATE 6/27/2022
4. ORDER NUMBER

7. FOR SOLICITATION INFORMATION CALL:

   a. NAME Bernard D. Coffey

9. ISSUED BY GSO Contracting
   CODE 19RS50
   GSO Contracting
   Embassy of the United States of America
   Moscow
   Bolshoy Devyatinsky Pereulok, 8
   Moscow, Russian Federation, 121099

10. THIS ACQUISITION IS X UNRESTRICTED ☐ SET ASIDE: ___ % FOR:
   ☐ SMALL BUSINESS
   ☐ HUBZONE SMALL BUSINESS
   ☐ WOMEN-OWNED SMALL BUSINESS
   ☐ (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
   ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
   ☐ EDWOSB
   ☐ 8 (A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
   ☐ SEE SCHEDULE

12. DISCOUNT TERMS
   ☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER
   DPAS (15 CFR 700)
   13b. RATING
   ☐ X RFQ ☐ IFB ☐ RFP

13. METHOD OF SOLICITATION
   ☐ RFQ ☐ IFB ☐ RFP

15. DELIVER TO CODE 19RS50
   CONTRACTING OFFICER
   CODE 19RS50
   Contracting Officer
   Embassy of the United States of America in Moscow
   Bolshoy Devyatinsky Pereulok, 8
   Moscow, Russian Federation, 121099

17a. CONTRACTOR/OFFERER
   CODE 19RS50
   CONTRACTING OFFICER
   CODE 19RS50
   Contracting Officer
   Embassy of the United States of America in Moscow
   Bolshoy Devyatinsky Pereulok, 8
   Moscow, Russian Federation, 121099

18. PAYMENT WILL BE MADE BY
   CODE 19RS50
   Financial Management Center
   Embassy of the United States of America in Moscow
   Bolshoy Devyatinsky Pereulok, 8
   Moscow, Russian Federation, 121099

19. ITEM NO. SCHEDULE OF SUPPLIES/SERVICES
20. QUANTITY UNIT UNIT PRICE AMOUNT
21. 22. 23. 24. 25. ACCOUNTING AND APPROPRIATION DATA
26. TOTAL AWARD AMOUNT (For Govt. Use Only)

1. Local Transportation of Diplomatic Pouch Bags
   (See the attached solicitation for the list of line items)
   (Use Reverse and/or Attach Additional Sheets as necessary)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4.
     FAR 52.212-3 AND 52.212-6 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 1 COPY 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.

30a. SIGNATURE OF OFFEROR/CONTRACTOR
     31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print)
     30c. DATE SIGNED
     31b. NAME OF CONTRACTING OFFICER (Type or print)
     31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 02/2012)
Computer Generated
Prescribed by GSA - FAR (48 CFR) 53.212
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SCHEDULE OF SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>

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

- [ ] COMPLETE
- [ ] PARTIAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NO.

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE RECD (YY/MM/DD)

42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK
1. PERFORMANCE WORK STATEMENT

A. The purpose of this indefinite-delivery indefinite-quantity contract is to provide logistic services: in-country customs clearance, pick-up and delivery of U.S. Government diplomatic pouch shipments for the U.S. Government in the Russian Federation, in accordance with the Work Statement.

B. The contract will be for a one-year period from the date of the contract award with 1 (one) one-year option.

C. (a) The Contractor shall provide the services for the contract term at the rates shown below.
   (b) The quantities of supplies and services specified in the Schedule are estimates only and are not guaranteed by this contract. As historical information only, the US Government estimates an annual shipment weight of approximately 65,600 Kilograms (52,000 inbound, 13,600 outbound).
   (c) The Government will issue orders requiring pick-up and delivery to Moscow’s international airports; and pick-up and delivery to the US Embassy facility located at: Bolshoy Deviatinsky Pereulok No. 8, Moscow, Russian Federation 121099. Except as specified in the Task Order Limitations Clause or in the paragraphs below, there is no limit on the number of Task Orders that may be issued throughout the contract resulting from this solicitation.

2. PERIOD OF PERFORMANCE

After contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start.

3. PRICING

(a) For satisfactory performance of all the services required under this contract, the Government shall pay the Contractor a fixed-price per unit of service.

(b) OFFERS AND PAYMENT IN US DOLLARS – U. S. firms are eligible to be paid in U.S. Dollars. U.S. Firms desiring to be paid in U.S. dollars should submit their offers in U.S. dollars. A U.S. firm is defined as a company which operates as a corporation incorporated under the laws of a state within the United States.
FOREIGN FIRMS – Any firm, which is not a U.S. firm, is a Foreign Firm. Foreign Firms are allowed to submit their quotes in U.S. Dollars. If a Foreign firm quoted its prices in local currency, the Government shall make payment in local currency. If a Foreign Firm quoted its prices in U.S. Dollars and did not possess a license to receive payments in U.S. Dollars, the Government shall make payments in local currency (Russian Rubles) in accordance with the Central Bank of Russia official exchange rate on the day of invoice issuance.

(c) The rates below shall include all direct and indirect costs, insurance, overhead, and profit. The prices include all expenses and materials required to complete the work. Payments shall be limited to actual services performed. No claim for any additional compensation shall be considered, unless it has been authorized by the Government in writing in advance. The Government shall not be responsible for any work performed which is not specifically provided for under the terms of this contract or authorized by the Government in writing in advance.

(d) VALUE ADDED TAX. Value Added Tax (VAT) is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion. It is reflected for each performance period. The portions of the solicitation subject to VAT are:

<table>
<thead>
<tr>
<th>(e) Base Year</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A. The firm fixed prices for the OUTBOUND shipment services (from the U.S. Embassy Moscow to the local Moscow airport) are:</td>
<td></td>
</tr>
<tr>
<td>CLIN</td>
<td>Service Description</td>
</tr>
<tr>
<td>1</td>
<td>Transportation and outbound brokerage service*</td>
</tr>
<tr>
<td>2</td>
<td>Air transportation costs**</td>
</tr>
</tbody>
</table>

*To include, but not limited to: transportation of mail from the Embassy to the selected airport; customs duties; loading and unloading of mail; and any other Contractor’s administrative and freight handling charges.

** To include fuel and security charges. These costs shall be paid by the Government in accordance with airway bills issued by the air carrier for air-cargo-shipments destined to Washington, DC. Original airway bills shall be submitted by the Contractor to the Contracting Officer’s Representative (COR) for verification and processing payments.

TOTAL FOR A (1+2) EXCLUDING VAT, RUB/$:

B. The firm fixed prices for the INBOUND shipment services (from the local Moscow airport to the U.S. Embassy Moscow) are:
<table>
<thead>
<tr>
<th>CLIN</th>
<th>Service Description</th>
<th>Estimated Annual Qty.</th>
<th>Unit of Measure</th>
<th>Unit Cost, RUB/$</th>
<th>Total Estimated Annual Cost, RUB/$</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Transportation and inbound processing service excluding airport fees***</td>
<td>52,000</td>
<td>Chargeable Kg.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Storage fees****</td>
<td>1,500</td>
<td>Chargeable Kg.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

***To include, but not limited to transportation of mail from the selected airport to the Embassy; loading and unloading of mail; any other Contractor’s administrative and handling charges.

**Note:** all airport fees and charges are to be billed to the Embassy at the exact rate the Contractor is charged by the airport (no mark ups will be allowed) and are to be included as a separate line item on the invoice. The Contractor must submit receipts for all airport fees to the Embassy along with the invoice. The Contractor must submit receipts for all airport fees to the Embassy along with the invoice.

****Per kilogram per day after the 5th day of storage; fees incurred for storing of the inbound Diplomatic Pouch shipments on behalf of the United States Embassy in Moscow, Russia – as directed – in its representative capacity to airport officials and airlines.

TOTAL FOR B (1+2) excluding VAT, RUB/$:

C. The firm fixed delivery/pick up fee, per trip (defined as one round trip between the airport and embassy without additional delivery costs for outgoing pouches when picked up at the same time as other pouches are dropped off).

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Service Description</th>
<th>Estimated Annual Qty.</th>
<th>Unit of Measure</th>
<th>Unit Cost, RUB/$</th>
<th>Total Estimated Annual Cost, RUB/$</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Fixed delivery/pick up fee, if applicable</td>
<td>200</td>
<td>Trip</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

D. Subtotal price for Base Year (TOTAL A+B+C), excluding VAT, RUB/$:  

E. VAT, RUB/$

F. Grand Total price for Base Year (TOTAL D+E), including VAT, RUB/$:

(f) Option Year ONE

A. The firm fixed prices for the OUTBOUND shipment services (from the U.S. Embassy Moscow to the local Moscow airport) are:

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Service Description</th>
<th>Estimated Annual Qty.</th>
<th>Unit of Measure</th>
<th>Unit Cost, RUB/$</th>
<th>Total Estimated Annual Cost, RUB/$</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Transportation and outbound brokerage service*</td>
<td>13,600</td>
<td>Chargeable Kg.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Air transportation costs**</td>
<td>13,600</td>
<td>Chargeable Kg.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
*To include, but not limited to: transportation of mail from the Embassy to the selected airport; customs duties; loading and unloading of mail; and any other Contractor’s administrative and freight handling charges.

** To include fuel and security charges. These costs shall be paid by the Government in accordance with airway bills issued by the air carrier for air-cargo-shipments destined to Washington, DC. Original airway bills shall be submitted by the Contractor to the Contracting Officer’s Representative (COR) for verification and processing payments.

**TOTAL FOR A (1+2) excluding VAT, RUB/$:**

B. The firm fixed prices for the **INBOUND** shipment services (from the local Moscow airport to the U.S. Embassy Moscow) are:

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Service Description</th>
<th>Estimated Annual Qty.</th>
<th>Unit of Measure</th>
<th>Unit Cost, RUB/$</th>
<th>Total Estimated Annual Cost, RUB/$</th>
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<td>Transportation and inbound processing service excluding airport fees***</td>
<td>52,000</td>
<td>Chargeable Kg.</td>
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<td>1,500</td>
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<td></td>
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***To include, but not limited to transportation of mail from the selected airport to the Embassy; loading and unloading of mail; any other Contractor’s administrative and handling charges.

Note: all airport fees and charges are to be billed to the Embassy at the exact rate the Contractor is charged by the airport (no mark ups will be allowed) and are to be included as a separate line item on the invoice. The Contractor must submit receipts for all airport fees to the Embassy along with the invoice.

****Per kilogram per day after the 5th day of storage; fees incurred for storing of the inbound Diplomatic Pouch shipments on behalf of the United States Embassy in Moscow, Russia – as directed – in its representative capacity to airport officials and airlines.

**TOTAL FOR B (1+2) excluding VAT, RUB/$:**

C. The firm fixed delivery/pick up fee, per trip (defined as one round trip between the airport and embassy without additional delivery costs for outgoing pouches when picked up at the same time as other pouches are dropped off).

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<th>Service Description</th>
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<td>Fixed delivery/pick up fee, if applicable</td>
<td>200</td>
<td>Trip</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

D. Subtotal price for Option Year ONE (TOTAL A+B+C), excluding VAT, RUB/$:

E. VAT, RUB/$

F. Grand Total price for Option Year ONE (TOTAL D+E), including VAT, RUB/$:
### Grand Total of Base and All Option Years

<table>
<thead>
<tr>
<th>Price (excluding VAT), RUB/$</th>
<th>VAT, RUB/$</th>
<th>Price (including VAT), RUB/$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Year Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Option Year 1 Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>GRAND TOTAL- BASE AND ALL OPTION YEARS</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(g) **MINIMUM AND MAXIMUM AMOUNTS**

**Minimum:** The Government shall place orders totaling a minimum of 1,000 US Dollars. This reflects the contract minimum for each effective year of the contract.

**Maximum:** The amount of all orders shall not exceed 250,000 US Dollars. This reflects the contract maximum for the entire contract term.

4. **ORDERS**

All requests for shipments or performance of individual jobs under this contract shall be issued via an order placed by the Contracting Officer. This task order will contain the following information:

(a) Name of Contractor,
(b) Contract number
(c) Date of purchase
(d) Task Order number
(e) Name of person placing order
(f) Itemized list of shipment and services furnished
(g) Quantity, unit price, and total price of each item or service, less applicable discounts

Orders may be placed orally initially, but must be followed up in writing within 48 hours via issuance of a Task Order. Only a Contracting Officer may place an order, either orally or in writing.
CONTINUATION TO SF-1449,
RFQ NUMBER 19RS5022Q0041
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT
DIPLOMATIC POUCH BAGS TRANSPORTATION SERVICES

1. GENERAL

The Contractor shall provide services for the United States Embassy in Moscow, Russian Federation. This consists of packing, freight handling, forwarding, cargo storage, customs clearance and other related services that apply to shipments originating from, consigned to, routed through, and/or moved within the geographic area(s) of Moscow.

The Contractor shall furnish all managerial, administrative, direct labor personnel, materials and transportation that are necessary to accomplish all work required. Contractor employees shall be on site only for performance of contractual duties and not for other business purposes. Performance requirements for required work are described below.

2. DEFINITIONS

“Air Waybill (AWB)” means a binding document issued by a carrier either directly or through its authorized agent. It is a non-negotiable transport document, which covers transport of cargo from airport to airport, and contains list, weight, conditions, and the cost of items that were shipped by the carrier. It has to be signed by the shipper or his agent and by the carrier or its authorized agent.

"Article" means one item, piece, or package and contents thereof received by the contractor as listed on the inventory.

“Bill of lading” means a transportation document, used as a receipt of goods, as documentary evidence of title, for clearing customs, and generally used as a contract of carriage.

“Carrier” or “commercial carrier” means a common carrier or a contract carrier.

“Common carrier” means a person holding itself out to the general public to provide transportation for compensation.

“Contract carrier” means a person providing transportation for compensation under continuing agreements with one person or a limited number of persons.

"Calendar Day" means the 24-hour period from midnight to midnight. Saturdays, Sundays and all holidays are considered calendar days.

"Client" means all United States mission personnel for whom the required services are to be rendered.

"COR" means the Contracting Officer's Representative, appointed in accordance with Section G of this contract.
“Delivery” means picking up pouch bags from the airport and physically transporting and hand-delivering them into U.S. Embassy Moscow’s Mailroom, or as directed by the COR.

"Government” means the Government of the United States of America unless specifically stated otherwise.

"Ordering Officer" means the Contracting Officer of the U.S. Post.

“Pickup” means to physically collect Pouch Bags from the U.S. Embassy Moscow’s Mailroom, or as directed by the COR, load onto a Contractor’s cargo vehicle to deliver at the designated international airport.

"Services" means the services performed, workmanship, and material furnished or utilized in the performance of the services.

3. WORK REQUIREMENTS

The Contractor shall provide services for the United States Government in Moscow, Russian Federation as described. These consist of logistical support and local transportation services related to incoming and outgoing shipments of diplomatic pouch bags.

4. GENERAL INSTRUCTIONS

The Contractor shall prepare general instructions for the work force. The Contractor shall provide drafts to the Contracting Officer's Representative (COR) for review within ten days after contract award. The Contracting Officer’s Representative must approve these general instructions before issuance.

The Contractor is responsible for strict adherence to all instructions and quality requirements stated in this contract and shall provide the appropriate management effort to ensure that all services are performed.

5. SAFETY

5.1 The Contractor assumes absolute responsibility and liability for personal injuries or death and/or property damage or losses suffered due to negligence of the Contractor's personnel in the performance of the services required under this contract. The Contractor's assumption of absolute liability is independent of any insurance policies.

5.2 The Contractor shall provide employees with and require the use of safety equipment, personal protective equipment and devices necessary to protect the employee and shall ensure safety procedures are followed.

5.3 The Contractor shall immediately report each accident, irrespective of severity, to the Contracting Officer’s Representative.
6. OUTGOING INTERNATIONAL DIPLOMATIC POUCH AND MAIL SHIPMENTS

This is a “door-to-airport” service which includes:
1) Pick up of diplomatic pouch bags at the U.S. Embassy, Moscow at Bolshoy Devyatinsky Pereulok No. 8, Moscow, Russian Federation 121099;
2) Transport and delivery of these bags to a local Moscow international airport authorized to handle diplomatic shipments for air-cargo-shipment destined to Washington, DC with the following address: U.S. Department of State (SA-32), Washington DC, Dulles International airport (IAD), Diplomatic Pouch Facility 44132, Mercure Circle, Sterling, VA.

The Contractor is responsible for signing an agreement with the air carrier(s), obtaining Airway bills, and ensuring that the diplomatic pouch bags are safely loaded into the aircraft.

7. INCOMING INTERNATIONAL DIPLOMATIC POUCH AND MAIL SHIPMENTS

This service includes:
1) Pick up of diplomatic pouch bags at a Moscow international airport authorized to handle diplomatic shipments;
2) Transport and delivery of these bags to the United States Embassy located at Bolshoy Deviatinsky Pereulok No. 8, Moscow, Russian Federation 121099.

The Contractor is responsible for all customs duties and airport forms.

8. VEHICLES

The Contractor shall provide all vehicles necessary for the performance of this contract. Vehicles shall be of appropriate size to enter the U.S. Government facilities. The Contractor shall obtain in advance all permits required for the performance of services under this contract. All vehicles shall be kept in safe operating condition at all times, properly licensed and insured, and shall be driven by licensed and insured drivers. The Contractor shall maintain its vehicles in the proper mechanical condition to assure their full availability when needed and to assure that shipments are reliably and safety transported. Should the Contractor encounter mechanical difficulties which would otherwise prevent the scheduled completion of a scheduled pick-up, the Contractor shall immediately obtain a suitable substitute vehicle at no additional cost to the Government. Non availability of suitable vehicles shall not constitute acceptable justification either for late pickup or delivery, or for additional costs to the Government.

Vehicles that transport unclassified pouches to and from the airport shall have functioning locks on all doors and windows. The doors and windows shall be locked at all times while transporting the pouch(s). The Contractor shall provide at least two people to accompany the pouch shipment defined as the driver and one other.

No later than ten days after award, the Contractor shall provide a list of the vehicles which will be regularly used to perform the services, specifying model and plate of each vehicle. Information regarding vehicles requested for special pickups/deliveries shall be provided at least 24 hours in advance.
The Contractor shall obey all traffic rules and instructions of Embassy officials when driving on the U.S. Embassy Moscow Compound, including not exceeding the speed limit of 5 miles (8 km) per hour.

The Contractor shall not use trucks on the U.S. Embassy Moscow Compound that exceed fourteen (14) meters in length.

9. INSPECTION BY HOST GOVERNMENT

If host-government officials insist on x-raying, inspecting, or opening a diplomatic pouch, the contractor shall advise the host-government officials that inspection by any means, including by x-ray, is considered to be an opening of the pouch and is prohibited by international law and immediately request the host-government officials to desist.

If the pouch is outgoing and host-government officials do not desist in opening the pouch, the contractor shall immediately notify the COR, retrieve the pouches and return them to the U.S. Embassy Moscow. If the pouch is incoming and the contractor is unable to obtain possession of the pouches without inspection by host-government officials, the responsible party must immediately contact the COR.

10. SUPPLIES AND EQUIPMENT

The Contractor shall provide all materials, supplies, tools, and equipment required for the performance of this contract in strict accordance with all terms, conditions, general and special provisions, specifications, exhibits contained herein or incorporated by reference.

No Government property or materials will be furnished for performance under the contract.

11. SCHEDULING AND PLANNING PICKUPS AND DELIVERIES/FREIGHT HANDLING

The services performed under this contract shall be ordered by the Contracting Officer via delivery orders (See Section 1, Paragraph 5 for more information).

The Contractor shall transport all incoming Government pouch handled under the contract from commercial facilities at the Moscow International Airport authorized to handle diplomatic shipments to the final destination at the U.S. Embassy in Moscow. This service includes unloading of shipments from the Contractor's vehicle and delivery to the mailroom or other designated location.

The Contractor shall directly transport all outgoing U.S. Government pouch handled under the contract from U.S. Embassy to commercial facilities at the Moscow International Airport, which is authorized to handle diplomatic shipments, for onward shipment to Washington, D.C. (including off-loading from the Contractor's vehicle).

Diplomatic pouches shall not be comingled with any other packages or cargo from other sources.
Schedules: The scheduling deadlines for initiating and completing work under this contract shall be closely monitored by the COR. The Contractor shall not warehouse pouch shipments at the expense of the Government without an advance written approval of the COR.

Pickup: The Contractor shall pick up all outbound pouch shipments from the U.S. Embassy Moscow no earlier than 10:00 and no later than 15:00 Moscow time on Monday, Wednesdays and Friday, except American and Russian holidays in order to meet flights schedules at the Moscow international airport authorized to handle diplomatic shipments. The pouch shipment is expected to leave Moscow on the same day but, if under unusual circumstances it can’t be placed into the aircraft the same day, the Contractor shall leave it at the airport storage facilities until the next day. The COR shall be immediately informed about the delay.

Delivery: The Contractor shall deliver all inbound pouch shipments to the U.S. Embassy Moscow from the Moscow international airport authorized to handle diplomatic shipments no earlier than 9:00 and no later than 15:00 Moscow time on every day Monday thru Friday, except American and Russian holidays unless otherwise coordinated with the Contracting Officer Representative. If a pouch shipment may not be delivered to the U.S. Embassy on the same day, it can be left at the Contractor’s storage facilities until the next day. The COR shall be immediately informed about the delay.

12. RECORD KEEPING REQUIREMENTS

Shipping Documents: The COR shall prepare complete, accurate and legible shipping documents. Gross weight of shipment shall be indicated in the shipping documents. The Contractor will review and sign the shipping documents. The original will be retained by the contractor; one copy shall remain with the COR. Airway bills must be submitted to the Embassy at least one week in advance.

Administrative Records: The Contractor shall prepare and maintain complete files on all incoming and outgoing shipments, and items received for storage. At a minimum, these files shall include dates of arrival and departure, weight of all goods which have arrived/departed and their status.

The COR is authorized to examine the Contractor's administrative files and will do so during the annual performance evaluation of the Contractor's performance.

13. POUCH WEIGHT

The weight of incoming pouch shipment shall be shown in the airway bills accompanying the pouch. The weight of outgoing pouch shall be determined by the Embassy authorized personnel and shown on DS-1035 – Air Cargo Transportation Request, copy of which shall be provided to the Contractor.

Historically, the minimum, average, and maximum weights of a regular pouch bag are: 1 kilogram for the minimum weight; 15-20 kilograms for the average weight; and 40 kilograms for the maximum weight.
14. STORAGE REQUIREMENTS

Storage facilities must be approved by the COR and meet the following criteria:

Storage buildings shall be constructed, with solid walls and floors, watertight roofs, and maintained in good condition. The building shall be kept dry, clean, well ventilated, free of dampness, water, free of moths, rats, mice, and insects, in orderly condition at all times and be accessible for routine inspection.

In addition, each storage facility must be protected by an adequate water supply for firefighting and a fire department that is responsive twenty-four hours per day. Statements from the cognizant fire insurance rating organization shall be used by the Government as a definitive basis for determining the sufficiency or adequacy of a fire-fighting water supply and the responsiveness of a fire department to protect a facility.

15. PARKING FEES

The Contractor shall pay all costs for parking and (or) parking violation fines while Contractor’s vehicles are waiting for the entry to the Embassy. The Embassy shall not be liable for any parking fees or fines incurred to the Contractor.

16. MANAGEMENT AND SUPERVISION

16.1 The Contractor shall designate a representative who shall be responsible for on-site supervision of the Contractor's workforce at all times. This supervisor shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The supervisor shall have sufficient English language skill to be able to communicate with members of the U.S. Government staff and will be available at all times during the contract performance hours. The Contractor shall provide the Contracting Officer with names and telephone numbers of supervisory personnel assigned to handle contract performance issues at least 5 days prior to the start of the contract resulting from this solicitation.

16.2 The Contractor shall maintain schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. The Contractor shall provide the COR with a detailed plan as to the personnel and vehicles to be used and the time frame to perform the service.

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

16.4 The contract does not provide for any overtime to complete the schedule of work described in this solicitation. Should the COR determine that the work requires extra resources and labor outside of what is proposed to complete the task, the contract will be modified to address these additional costs.
17.0 PERSONNEL

17.1 General. The Contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by Contractor employees at the site. The Contractor shall preserve peace and protect persons and property on site. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional costs to the Government.

17.2 Standard of Conduct.

17.2.1 Neglect of duties shall not be condoned. The Contractor shall enforce no sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

17.2.2 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient Government operations.

17.2.3 Intoxicants and Narcotics. The Contractor shall prohibit its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.

17.2.4 Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:

- falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;
- unauthorized use of Government property, theft, vandalism, or immoral conduct;
- unethical or improper use of official authority or credentials;
- security violations; or,
- organizing or participating in gambling in any form

17.3 Notice to the Government of Labor Disputes

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

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

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

1. Bodily Injury stated in U.S. Dollars:
   - Per Occurrence: $50,000.00
   - Cumulative: $100,000.00

2. Property Damage stated in U.S. Dollars:
   - Per Occurrence: $50,000.00
   - Cumulative: $100,000.00

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

18.4 For those Contractor employees assigned to this contract who are either United States citizens or direct hire in the United States or its possessions, the Contractor shall provide workers’ compensation insurance in accordance with FAR 52.228-3.

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

a) any property of the Contractor,
b) its officers,
c) agents,
d) servants,
e) employees, or
f) any other person

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

18.6 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.
18.7 Government as Additional Insured. The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

18.8 Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the required insurance prior to beginning of work under the contract. The Government may rescind or terminate the contract if the Contractor fails to timely submit valid and current insurance certificates identified above.

19.0 LAWS AND REGULATIONS

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

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

20.0 DELIVERABLES

The following items shall be delivered under this contract.

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Delivery Date</th>
<th>Deliver to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>List of vehicles assigned under this Contract</td>
<td>1</td>
<td>10 days after award</td>
<td>COR</td>
</tr>
<tr>
<td>List of Personnel assigned to work under this Contract</td>
<td>1</td>
<td>10 days after award</td>
<td>COR</td>
</tr>
<tr>
<td>Airway bills</td>
<td>1</td>
<td>10 days upon receipt from the air carrier</td>
<td>COR – original FMO - copy</td>
</tr>
<tr>
<td>Shipping documents</td>
<td>1</td>
<td>5 days upon pouch dispatching</td>
<td>COR - copy</td>
</tr>
</tbody>
</table>

21.0 TRANSITION PLAN

Reserved.
22.0 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.

<table>
<thead>
<tr>
<th>Performance Objective</th>
<th>Scope of Work Para</th>
<th>Performance Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services. Performs all services set forth in the scope of work.</td>
<td>2 through 21</td>
<td>All required services are performed and no more than one (1) customer complaint is received per month.</td>
</tr>
</tbody>
</table>

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

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

22.3 PROCEDURES.

(a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

(b) The COR will complete appropriate documentation to record the complaint.

(c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
(f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.
52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items. (SEP 2021)

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

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

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

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

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


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

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509)).
(5) [Reserved].
(10) [Reserved].
(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
(13) [Reserved]
(ii) Alternate I (Mar 2020) of 52.219-6.
(ii) Alternate I (Mar 2020) of 52.219-7.
(16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
(17) (i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4)).
(ii) Alternate I (Nov 2016) of 52.219-9.
(iii) Alternate II (Nov 2016) of 52.219-9.
(iv) Alternate III (Jun 2020) of 52.219-9.
(v) Alternate IV (Jun 2020) of 52.219-9
(18) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
(ii) Alternate I (Mar 2020) of 52.219-13.
(19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 637(a)(14)).
(20) 52.219-16, Liquidated Damages-Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
(22) (i) 52.219-28, Post Award Small Business Program Representation (SEP 2021) (15 U.S.C. 632(a)(2)).
(ii) Alternate I (MAR 2020) of 52.219-28.
(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).
(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (15 U.S.C. 637(m)).
(26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 637(a)(17)).
(27) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).
(28) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).
(29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
(30) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
   (i) Alternate I (Feb 1999) of 52.222-26.
   (i) Alternate I (Jul 2014) of 52.222-35.
   (ii) Alternate I (Jul 2014) of 52.222-36.
(34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
   (ii) Alternate I (Oct 2015) of 52.222-54, Employment Eligibility Verification (Oct 2015) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
(36) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
   (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
(37) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
   (38) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
(39) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
(40) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
   (ii) Alternate I (Jun 2014) of 52.223-14.
(42) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
(ii) Alternate I (Jun 2014) of 52.223-16.

(44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

(45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

(46) 52.223-21, Foams (Jun 2016) (E.O. 13693).


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


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

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

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


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


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

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

(55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

(56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).


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


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


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

(iii) Alternate II (Feb 2006) of 52.247-64.
(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

__ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).
__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

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

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

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

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


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

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


   (v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

   (vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).


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


   (xiii)
Add the following clause in full text:

52.229-12 Tax on Certain Foreign Procurements—Notice and Representation (Feb 2021)

   (a) Definitions. As used in this clause—

   Foreign person means any person other than a United States person.
United States person, as defined in 26 U.S.C. 7701(a)(30), means—

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 7701(a)(31)); and

(5) Any trust if-

   (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

   (ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) This clause applies only to foreign persons. It implements 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)

(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at www.irs.gov/w14.

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

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

   (ii) Comply with paragraph (c)(1) of this clause.
(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

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

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

(1) Included in the contract price; nor

(2) Reimbursed.

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

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

52.252-2  CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.acquisition.gov/far/  or  http://farsite.hill.af.mil/vffara.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/, to access 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 clauses are incorporated by reference:

<table>
<thead>
<tr>
<th>CLAUSE</th>
<th>TITLE AND DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.203-16</td>
<td>PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)</td>
</tr>
<tr>
<td>52.203-17</td>
<td>CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)</td>
</tr>
<tr>
<td>52.204-7</td>
<td>SYSTEM FOR AWARD MANAGEMENT (OCT 2018)</td>
</tr>
<tr>
<td>52.204-9</td>
<td>PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)</td>
</tr>
<tr>
<td>52.204-13</td>
<td>SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)</td>
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<tr>
<td>52.225-14</td>
<td>INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)</td>
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<tr>
<td>52.228-4</td>
<td>WORKER’S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)</td>
</tr>
<tr>
<td>52.228-5</td>
<td>INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)</td>
</tr>
<tr>
<td>52.229-6</td>
<td>FOREIGN FIXED PRICE CONTRACTS (FEB 2013)</td>
</tr>
<tr>
<td>52.232-39</td>
<td>UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)</td>
</tr>
</tbody>
</table>
52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
52.233-3 PROTEST AFTER AWARD (AUG 1996)
52.237-3 Continuity of Services (JAN 1991)
52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS and COMMERCIAL ITEMS (JAN 2022)
52.247-5 Familiarization with Conditions (APR 1984)
52.247-7 Freight Excluded (APR 1984)
52.247-10 Net Weight - General Freight (APR 1984)
52.247-11 Net Weight - Household Goods or Office Furniture (APR 1984)
52.247-12 Supervision, Labor, or Materials (APR 1984)
52.247-13 Accessorial Services – Moving Contracts (APR 1984)
52.247-14 Contractor Responsibility for Receipt of Shipment (APR 1984)
52.247-15 Contractor Responsibility for Loading and Unloading (APR 1984)
52.247-16 Contractor Responsibility for Returning undeliverable Freight (APR 1984)
52.247-17 Charges (APR 1984)
52.247-18 Multiple Shipments (APR 1984)
52.247-21 Contractor Liability for Personal Injury and/or Property Damage (APR 1984)
52.247-22 Contractor Liability for Loss of and/or Damage to freight other than Household Goods (APR 1984)
52.247-27 Contract Not Affected by Oral Agreement (APR 1984)
52.247-28 Contractor’s Invoices (APR 1984)
52.247-63 Preference for U.S.-Flag Air Carriers (June 2003)
52.248-1 Value Engineering (oct 2010)
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 the date stated in the Notice to Proceed through the end of each effective year of the contract.
(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) *

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 50 US Dollars, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor–
   (1) Any order for a single item in excess of 100,000 US Dollars.
   (2) Any order for a combination of items in excess of 100,000 US Dollars; or
   (3) A series of orders from the same ordering office within 1 day that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) 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.
(d) 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 1 day 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.
*Applies to temporary additional services.
(End of clause)

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.
*Applies to temporary additional services.
(End of clause)

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.
(End of clause)
52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 2 (two) years.

(End of clause)

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.

(End of clause)

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

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor’s employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at http://www.state.gov/m/ds/rls/rpt/c21664.htm.

(End of clause)

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

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

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

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

(a) 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.

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 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)

The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

Attention: Financial Management Center
Embassy of the United States of America
Bolshoy Devyatinsky Pereulok, 8
Moscow, Russian Federation 121099

(d) 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:


The Department of State observes the following days* as holidays:

- New Year’s Day (American, Russian)
- Orthodox Christmas (Russian)
- Martin Luther King’s Birthday (American)
- Washington’s Birthday (American)
- Russian Army Day (Russian)
- International Women’s Day (Russian)
- International Labor Day (Russian)
- Victory Day (Russian)
- Memorial Day (American)
- Independence Day (Russian, American)
- Labor Day (American)
- Columbus Day (American)
- Day of National Unity (Russian)
- Veterans Day (American)
- Thanksgiving Day (American)
- Christmas Day (American)

*Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor’s personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(End of clause)

(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 Information Programs Officer.

(End of clause)

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

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

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

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

(End of clause)
SECTION 3 – SOLICITATION PROVISIONS

FAR 52.212-1, Instructions to Offerors -- Commercial Items (SEP 2021) is incorporated by reference. (See SF-1449, block 27a).

Pursuant to FAR 12.302(d), the provision at FAR 52.212-1, Instruction to Offerors – Commercial Items (SEP 2021) is augmented as follows:

1) The period of acceptance of offers is herewith changed to 90 calendar days.
2) Preparation of Offers - shall complete and submit the following:

VOLUME I:

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.

VOLUME II:

1. Technical Acceptance

   (1) Name of a Project Manager (or other liaison to the U.S. Embassy) who understands written and spoken English;

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

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

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

The Government will use past performance information primarily to assess an offeror’s capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror’s work experience. The Government may also use this data to evaluate the credibility of the offeror’s proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.
Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

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

(5) The offeror’s strategic plan for the provision of logistical support services to include but not limited to:
   (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
   (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
   (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
   (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), or (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

(6) Description of vehicles to be used for the transportation of shipments.

(7) Description of the warehouse/storage facility including safety features where shipments may be stored.

(8) Provide a written quality assurance plan describing steps the company will take to ensure the quality of service required by the contract is provided.

(9) Information about the airport the offeror is going to use for outgoing/ingoing pouch bags. Evidence if there is the customs clearance office in that airport.

(10) Evidence that the offeror has agreement with the airport to use airport facilities for handling, temporary storage, loading/unloading of customer’s shipments.

(11) Name of the air carrier that the offeror is going to use for transportation services required in this contract. Evidence if the offeror has business contacts and performance history with that carrier.
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/ or http://farsite.hill.af.mil/vffara.htm.

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 FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE:

PROVISION                   TITLE AND DATE
52.204-7           SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.237-1 SITE VISIT (APR 1984)
RESERVED.

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.

(2) For all others, the Department of State Advocate for Competition at cat@state.gov.
(b) The Department of State’s Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Robert L. Kingman, at 070-3102213. 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.

(End of provision)
SECTION 4 – EVALUATION FACTORS

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

a) Compliance Review. The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations which do not conform to the solicitation.

b) 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/quotations.

c) 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.

d) Responsibility Determination. The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR Subpart 9.1, including:

  • Adequate financial resources or the ability to obtain them;
  • Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
  • Satisfactory record of integrity and business ethics;
  • Necessary organization, experience, and skills or the ability to obtain them;
  • Necessary equipment and facilities or the ability to obtain them; and
  • Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
The following FAR provision(s) is/are provided in full text:

52.217-5   EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of clause)

52.225-17   EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures—

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

(2) On the date specified for receipt of proposal revisions.

(End of clause)
SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020).

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications–Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

(a) Definitions. As used in this provision—

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

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

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

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless
of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

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

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

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

(d) Representation. The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

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

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

(e) Disclosures.

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

(i) For covered equipment—

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

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

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

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(a) Definitions. As used in this provision—

“Covered telecommunications equipment or services” has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

_Forced or indentured child labor_ means all work or service—

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

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

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

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

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

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

(1) PSC 5510, Lumber and Related Basic Wood Materials;
(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

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

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

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

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended. «Sensitive technology”—

**Sensitive technology**—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

**Service-disabled veteran-owned small business concern**—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

**Small business concern** 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.

**Small disadvantaged business concern**, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

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

Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

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

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b)

(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through http://www.sam.gov. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at
FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____________.

[Offeror to identify the applicable paragraphs at (c) through (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/ 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, Buy American-Supplies, is included in this solicitation.)

   (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “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:

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<th>Line Item No.</th>
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[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g) (1) Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “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:
(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, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

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[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of 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 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:**

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[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 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:**

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(4) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at 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:

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[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at 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.
(iii) The Government will evaluate offers in accordance with the policies and procedures of 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 $3,500 for which the liability remains unsatisfied.
(i) Taxes are considered delinquent if both of the following criteria apply:

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed end products.
(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

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

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

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

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

(2) □ Outside the United States.

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

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

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

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

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

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

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

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

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

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

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

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

(1) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the
resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(3) Taxpayer Identification Number (TIN).

TIN: ________________________________.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 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(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) **Representation.** The Offeror represents that–

   (i) It □ is, □ is not an inverted domestic corporation; and

   (ii) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(o) **Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.**

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) **Representation and Certifications.** Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror–

   (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

   (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

   (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at 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(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, Commercial and Government Entity Code Reporting.)

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

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

Predecessor CAGE code: (or mark “Unknown”).

Predecessor legal name: ____.

(Do not use a “doing business as” name).

(s) [Reserved].

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

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

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

(i) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.
(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

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

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

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

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

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

(2) The Offeror represents that—(i) It [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
(ii) After conducting a reasonable inquiry for purposes of this representation, that it [ ] does, [ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

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

The following DOSAR provision is provided in full text:

RESERVED.

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

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at Acquisition.gov this address is subject to change.

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

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

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