Date: August 24, 2020

Dear Prospective Offeror/Quoter:

Subject: Solicitation Number 19KS7020Q0056, Office Furniture Procurement

Enclosed is a Request for Quotations (RFQ) for Office Furniture Procurement for the Gangneung American Corner on the 2nd floor of the Gangneung Moru Library, Gangneung City, Korea. If you would like to submit a quotation, please follow the instructions set forth in Section 3 of the solicitation, complete the required portions of the attached document, and submit it in electronic format to the Contracting officer as shown on the block 16 of the Standard Form1449 that follows this letter.

The U.S. Embassy Seoul intends to award a contract to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract based on initial best and final quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Any questions concerning the solicitation should be submitted in writing by August 28, 2020 at 17:00, local time via email to SeoulProposals@state.gov or fax to 82-2-397-4744.

Quotations are due by September 4, 2020 at 17:00 pm, before COB, local time. No quotations will be accepted after this time. Only the electronic submission of the quotation will be accepted. Please submit your quotation addressed only to the Contracting Officer by email at SeoulProposals@state.gov. Please separate the technical quotation from the pricing information as well as the Section 5 information.

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

Sincerely,

Gregory L. Robinson
Contracting Officer
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  - Attachment #01: Floor Plan/Layout

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- Contract Clauses
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- Solicitation Provisions
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- Addendum to Offeror Representations and Certifications - FAR and DOSAR Provisions not Prescribed in Part 12
### SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

<table>
<thead>
<tr>
<th>Block</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>REQUISITION NO. PRM9325838</td>
</tr>
<tr>
<td>2.</td>
<td>CONTRACT NO.</td>
</tr>
<tr>
<td>3.</td>
<td>AWARD/EFFECTIVE DATE</td>
</tr>
<tr>
<td>4.</td>
<td>ORDER NUMBER</td>
</tr>
<tr>
<td>5.</td>
<td>SOLICITATION NUMBER 19KS7020Q0056</td>
</tr>
<tr>
<td>6.</td>
<td>SOLICITATION ISSUE DATE 8/24/2020</td>
</tr>
<tr>
<td>7.</td>
<td>FOR SOLICITATION INFORMATION CALL</td>
</tr>
<tr>
<td>8.</td>
<td>NAME Gregory L. Robinson</td>
</tr>
<tr>
<td>9.</td>
<td>TELEPHONE NUMBER 02-397-4648</td>
</tr>
<tr>
<td>10.</td>
<td>OFFER DUE DATE/LOCAL TIME 9/4/2020, 17:00 p.m. Local Time</td>
</tr>
<tr>
<td>11.</td>
<td>DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED</td>
</tr>
<tr>
<td>12.</td>
<td>DISCOUNT TERMS</td>
</tr>
<tr>
<td>13.</td>
<td>THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)</td>
</tr>
<tr>
<td>14.</td>
<td>METHOD OF SOLICITATION</td>
</tr>
<tr>
<td>15.</td>
<td>DELIVER TO</td>
</tr>
<tr>
<td>16.</td>
<td>ADMINISTERED BY</td>
</tr>
<tr>
<td>17a.</td>
<td>CONTRACTOR/DESCRIPTION</td>
</tr>
<tr>
<td>17b.</td>
<td>CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER</td>
</tr>
<tr>
<td>18a.</td>
<td>PAYMENT WILL BE MADE BY</td>
</tr>
<tr>
<td>18b.</td>
<td>SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED</td>
</tr>
<tr>
<td>19.</td>
<td>ITEM NO.</td>
</tr>
<tr>
<td>20.</td>
<td>SCHEDULE OF SUPPLIES/SERVICES</td>
</tr>
<tr>
<td>21.</td>
<td>QUANTITY</td>
</tr>
<tr>
<td>22.</td>
<td>UNIT</td>
</tr>
<tr>
<td>23.</td>
<td>UNIT PRICE</td>
</tr>
<tr>
<td>24.</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>25.</td>
<td>ACCOUNTING AND APPROPRIATION DATA</td>
</tr>
<tr>
<td>26.</td>
<td>TOTAL AWARD AMOUNT (For Govt. Use Only)</td>
</tr>
<tr>
<td>27a.</td>
<td>SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE NOT ATTACHED.</td>
</tr>
<tr>
<td>27b.</td>
<td>CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE NOT ATTACHED.</td>
</tr>
<tr>
<td>28.</td>
<td>CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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.</td>
</tr>
<tr>
<td>29.</td>
<td>AWARD OF CONTRACT: REF: ___________________ OFFER DATED ___________________ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:</td>
</tr>
<tr>
<td>30a.</td>
<td>SIGNATURE OF OFFEROR/CONTRACTOR</td>
</tr>
<tr>
<td>30b.</td>
<td>NAME AND TITLE OF SIGNER (Type or print)</td>
</tr>
<tr>
<td>30c.</td>
<td>DATE SIGNED</td>
</tr>
<tr>
<td>31a.</td>
<td>UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)</td>
</tr>
<tr>
<td>31b.</td>
<td>NAME OF CONTRACTING OFFICER (Type or print)</td>
</tr>
<tr>
<td>31c.</td>
<td>DATE SIGNED</td>
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</tbody>
</table>

---

General Services Office
U.S. Embassy Seoul

Gregory L. Robinson, Contracting Officer
SeoulProposals@state.gov

Company Name

DUNS NO.: __________ EMAIL ADDRESS: __________

18a. PAYMENT WILL BE MADE BY
Company Name

U.S. Embassy Seoul
Financial Management Office
#188, Sejongdaero, Jongno-gu
Seoul, Korea

---

OFFICE FURNITURE PURCHASE FOR GANGNEUNG AMERICAN CORNER SEE ATTACHED.

(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 52.212-5 ARE ATTACHED. ADDENDA ARE NOT ATTACHED.
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE NOT ATTACHED.
29. AWARD OF CONTRACT: REF: ___________________ OFFER DATED ___________________ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
|-------------|-----------------------------------|-------------|--------|--------------|-----------|

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

<table>
<thead>
<tr>
<th>33. SHIP NUMBER</th>
<th>34. VOUCHER NUMBER</th>
<th>35. AMOUNT VERIFIED CORRECT FOR</th>
<th>36. PAYMENT</th>
<th>37. CHECK NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
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☐ PARTIAL ☐ FINAL

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<tbody>
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<td></td>
</tr>
</tbody>
</table>

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

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Pnt)

42b. RECEIVED AT (Location)

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

42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 10/2010) BACK
SECTION 1 – THE SCHEDULE

CONTINUATION/ADDENDUM TO SF-1449, RFQ NUMBER 19KS7020Q0056
PRICES, BLOCK 23

A. PRICING

The Contractor shall manufacture, deliver and install office furniture, including furnishing all labor, material, equipment and supplies required under this purchase order for the following firm fixed price and within the time specified. This price shall include all labor, materials, all insurances, overhead and profit.

<table>
<thead>
<tr>
<th>Total Price (including all labor, materials, overhead and profit)</th>
<th>In Korean Won</th>
</tr>
</thead>
</table>

A.1 VALUE ADDED TAX. The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

B. DELIVERY TERMS

B.1 Delivery lead time for the delivery is twenty (20) weeks from the acceptance of the order.
B.2 Actual delivery time may depend on the actual completion of office renovation to be completed by the Facility Office.
B.3 All the offerors shall specify delivery lead time on the quote.
B.4 For non-Korea-based companies, all freight and installation charges should be included in the quote.
B.5 Payment will not be made until acceptable delivery and installation are done as stated above.
SECTION 1 - THE SCHEDULE
CONTINUATION TO SF-1449, RFQ NUMBER 19KS7020Q0056
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

I. THE STATEMENT OF SUPPLIES/SERVICES:

1. GENERAL

The U.S. Embassy Seoul requires a contractor to design, manufacture, deliver and install office furniture for the Gangneung American Corner on the 2nd floor of the Gangneung Moru Library, Gangneung City.

The Contractor shall deliver and install furniture as per approved floor plan with office furniture layout to be specified in the Scope of Work. The Contractor shall furnish all the necessary materials, labor, supervision, equipment, transportation, etc. that is required for all tasks.

The Contracting Officer’s Representative (COR) will oversee the performance of the work in progress.

2. PROJECT SCHEDULE

The actual furniture delivery and installation schedule may be determined as per office renovation project schedule by the Gangneung Moru Library.

3. DESCRIPTION OF WORK

3.1 General

The vendor shall manufacture, deliver and install the requested furniture to the Gangneung American Corner at the Gangneung Moru Library. Detailed item list and related specifications with dimensions and material requirements are stated in the layout and design at the end of the SOW.

Quality requirements: Quality products shall be delivered.

Warranty: 1 year, in-country warranty service or MFR’s standard warranty provisions shall apply.

Transportation: Price should include local transportation costs.

Electrical works are not part of the order under this solicitation.

Partial deliveries are allowed for customized items.

A successful offeror shall conduct site configuration to confirm sizes and layouts.

3.2 Design of Furniture Layout and Furniture Items

a. Design Elements

Embassy can provide Floor Plan with furniture layouts in PPT Image File.

Design layouts shall include all specifications, scaled measurement dimensions, including sketch images.
b. Designs of each item

Please refer to the below sample furniture image.

3.3 Required Furniture Items and Plans

a. List of Items

1) Movable Steel Shelf: W800XD400XH1200, Metal/Beige, Wheels, 3ea
2) Vertical Storage Tower: W800XD600XH800, White, Wood, 2ea
3) Podium: Wood, W550XD530XH1160 (head color-white), with wheels, 1ea
4) Information Desk Set: Wood-Desk, Multi Power 2ea: W1700XD800XH1050, 1ea, Drawer: DPS0312, LT, 1ea, Chair: CH4321, 1ea-> 1set 3 pieces->Total 2 sets 6 pieces
5) Storage Cabinet: Wood, White, Wheels-Cabinet: W800XD410XH1600, All door 1ea, Half door 1ea, Closet: W600XD410XH1600->1set 3 pieces
6) Moving Cart: wood, BE, UAA201, W600XD400XH1100, Wheels, 2ea (Sample Model-Fursys, UAA201)
7) Lounge set-Round Table: ø800XH400, 1ea, Chair: CH0025, Blue, Fabric, 4ea-> 1set 5 pieces->total 2 sets
8) Tech Table set-Multi Table Multi Power 3ea: W2000XD600XH900, 1ea, Stool Chair: CH0016, 3ea Set ->1set 4 pieces
9) Movable Steel Shelf: W800XD400XH1600, Metal/Beige, Wheels, 14ea
10) White wood bookshelf: 1.2W*2.3H*0.45D, 5 ea

b. Specifications of each item

Aside from price quotation, technical quotes shall contain technical proposal for make, model, material type and prices for individual item, and alternatives if appropriate. Quotes shall be accompanied by samples of materials, finishes, and color schemes.
1. Movable Shelving

- Size: W800XD400XH1200, Metal
- QTY: 6EA
- Color: Beige
- Detail: Caster-H60
- Metal

2. Vertical Storage Tower

- Size: W800XD600XH800, Wood
- QTY: 2EA
- Color: LG
- Detail: Caster-H60
- Wood

3. Podium

- Size: W600XD550XH1160
- Veneer Wood
- QTY: 2EA
4. Information Desk Set (Wood)

- Size: W1600(1720)xD700(800)xA750(1050)
- Qty: 2SET
- Color: LT

5. Storage Cabinet

- Door type Cabinet
  - Size: W600xD410xH1600, Wood
  - Qty: 2EA
  - Color: White
  - Detail: Caster H60

- Half Door type Cabinet
  - Size: W600xD410xH1600, Wood
  - Qty: 2EA
  - Color: White
  - Detail: Caster H60

- Closet
  - Size: W600xD410xH1600, Wood
  - Qty: 2EA
  - Color: White
  - Detail: Caster H60
6. Moving Cart

7. Lounge Set

- Fursys, UAA201
- qty 2EA
- color: B/E, wood

- Tea Table: e600Xh400
- qty 2EA
- color: Top Walnut

Body: 간단한, 경량

- Chair: CH0025
- qty 5EA
- color: Blue color

8. Mobile Tech Table set

- size: W2000XD600XH900, for 3 persons
- Veneer Wood
- qty 2EA
- color: LT
Movable Steel Shelf: W800XD400XH1600, Metal/Beige, Wheels

White wood bookshelf-1.2W*2.3H*0.45D

c. Furniture item quality shall be over mid-level of quality, not deluxe type, and main desk items shall be of such good quality as finish material. Offer shall indicate the type of material, whether they are made of wood veneer or compressed melamine on the specifications of each item.

4.0 DESIGN, DELIVERY AND INSTALLATION OF FURNITURE

4.1 The contractor shall disassemble existing furniture at each designated area.

4.2 The Contractor is responsible for delivering necessary materials and tools to the project site for each installation area.

Quality requirements: Quality products shall be delivered.

4.3 The Contractor will ensure that all efforts will be taken to protect the surrounding walls, floors, carpet, equipment, and other areas during installation of the furniture.

4.4 The Contractor shall clean the work site after each phase is complete.

4.5 Electrical works are not part of the order under this solicitation.

4.6 Delivery lead time for the delivery is Twenty (20) weeks from the acceptance of the order. However, actual delivery time may depend on the agreed time schedule between the end user. All the offerors shall specify delivery lead time on the quote.

4.7 Payment will not be made until acceptable partial and final delivery and installation are done as stated above.

4.8 Warranty period: Manufacturer’s standard terms will apply.

5.0 EXAMINATION OF THE SITE
The Contractor acknowledges that he has satisfied himself as to the nature of delivery and existing status of office furniture, including items to be removed, replaced, and re-used, and to the obstacles likely to be encountered, insofar as this information is reasonably ascertainable from an inspection of the specified offices and spaces. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the USG. Before commencing activities, the Contractor shall: (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the USG.

6.0 PERFORMANCE PERIOD

The Contractor shall begin furniture delivery and installation service after receiving award and complete it within Twenty (20) weeks. This performance period is variable, depending on the site access availability to be provided by the Embassy or end user.
ATTACHMENT #01

FLOOR PLAN/LAYOUT FOR EACH ROOM

1) Gangneung American Corner, inside red line, total 200 square meter
2. Furniture Floor Plan inside Gangneung American Corner
3. Specification and sample images

<table>
<thead>
<tr>
<th>Specifications</th>
<th>Sample Images</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Movable Steel Shelf: W800XD400XH1200, Metal/Beige, Wheels, 3ea</td>
<td><img src="image1.jpg" alt="Image" /></td>
</tr>
<tr>
<td>2. Vertical Storage Tower: W800XD600XH800, White, Wood, 2ea</td>
<td><img src="image2.jpg" alt="Image" /></td>
</tr>
<tr>
<td>3. Podium: Wood, W550XD530XH1160 (head color-white), with wheels, 1ea</td>
<td><img src="image3.jpg" alt="Image" /></td>
</tr>
<tr>
<td>4. Information Desk Set: Wood-Desk, Multi Power 2ea: W1700XD800XH1050, 1ea, Drawer: DPS0312, LT, 1ea, Chair: CH4321, 1ea-&gt; 1set 3 pieces-&gt;<strong>Total 2 sets 6 pieces</strong></td>
<td><img src="image4.jpg" alt="Image" /></td>
</tr>
<tr>
<td>5. Storage Cabinet: Wood, White, Wheels-Cabinet: W800XD410XH1600, All door 1ea, Half door 1ea, Closet: W600XD410XH1600- &gt;<strong>1set 3 pieces</strong></td>
<td><img src="image5.jpg" alt="Image" /></td>
</tr>
<tr>
<td>6. Moving Cart: wood, BE, UAA201, W600XD400XH1100, Wheels, 2ea</td>
<td><img src="image6.jpg" alt="Image" /></td>
</tr>
<tr>
<td>7. Lounge Set-Round Table: ∅800XH400, 1ea, Chair: CH0025, Blue, Fabric, 4ea -&gt; 1set 5 pieces-&gt;<strong>Total 2 sets</strong></td>
<td><img src="image7.jpg" alt="Image" /></td>
</tr>
<tr>
<td></td>
<td>Description</td>
</tr>
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<td>---</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>8.</td>
<td>Tech Table set-Multi Table Multi Power 3ea: W2000XD600XH900, 1ea, Stool Chair: CH0016, 3ea Set</td>
</tr>
<tr>
<td>9.</td>
<td>Movable Steel Shelf: W800XD400XH1600, Metal/Beige, Wheels, 14ea</td>
</tr>
<tr>
<td>10.</td>
<td>White wood bookshelf- 1.2W<em>2.3H</em>0.45D, 5ea</td>
</tr>
</tbody>
</table>
SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018), is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212.4

None

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

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

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

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


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:


5. [Reserved].


(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters
(10) [Reserved].
(11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020)
(ii) Alternate I (Mar 2020) of 52.219-3.
(ii) Alternate I (Mar 2020) of 52.219-4.
(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business
Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer)
(ii) Alternate I (Mar 2020) of 52.219-4.
(13) [Reserved]
(14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Mar 2020) of 52.219-6
(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 (Mar 2020) (15 U.S.C. 637(a)(14)).
(20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999)
(15 U.S.C. 637(d)(4)(F)(i)).
(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar
(22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (May 2020)
(15 U.S.C. 632(a)(2)).
(ii) Alternate I (MAR 2020) of 52.219-28.
(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically
(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small
Business Concerns Eligible Under the Women-Owned Small Business Program (Mar2020)
(15 U.S.C. 637(m)).
(25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020)
(15 U.S.C. 644(r)).
(26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15U.S.C. 637(a)(17)).
(27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
(28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan2020)
(E.O.13126).
(29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
(30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
(ii) Alternate I (Feb 1999) of 52.222-26.
(ii) 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
10) (E.O. 13496).
  __ (35) (i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and
E.O. 13627).
    __ (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989).
    (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types
of commercial items as prescribed in 22.1803.)
    __ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated
Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially
available off-the-shelf items.)
    __ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the
acquisition of commercially available off-the-shelf items.)
  __ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential
Hydrofluorocarbons (Jun 2016) (E.O. 13693).
  __ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air
Conditioners (Jun 2016) (E.O. 13693).
  __ (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s
13423 and 13514).
  __ (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423
and 13514).
    __ (ii) Alternate I (Jun2014) of 52.223-14.
  __ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020)
(42 U.S.C. 8259b).
  __ (43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct
2015) (E.O.s 13423 and 13514).
    __ (ii) Alternate I (Jun 2014) of 52.223-16.
  __ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun
2020) (E.O. 13513).
    __ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
    __ (46) 52.223-21, Foams (Jun2016) (E.O. 13693).
      __ (ii) Alternate I (Jan 2017) of 52.224-3.
  __ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C.chapter83,
    __ (ii) Alternate I (May 2014) of 52.225-3.
    __ (iii) Alternate II (May 2014) of 52.225-3.
    __ (iv) Alternate III (May 2014) of 52.225-3.
  __ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.’s, proclamations,
and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

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

(55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020).

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


(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)).

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

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

(iii) Alternate II (Feb 2006) of 52.247-64.

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

[Contracting Officer check as appropriate.]


(7) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).


(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.
(B) Alternate I (Mar2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
                    (B) Alternate I (Jan 2017) of 52.224-3.
                    (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
                    (xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

Alternate I (Feb 2000). As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause”.
Alternate II. (Jun 2020) As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:
(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—
(i) Examine any of the Contractor’s or any subcontractors’ records that pertain to, and involve transactions relating to, this contract; and
(ii) Interview any officer or employee regarding such transactions.
(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—
(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and
(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
(C) 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).
(D) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
(E) 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.

(F) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
(G) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
(J) 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.
(O) 52.222-54, Employment Eligibility Verification (Oct 2015) (Executive Order 12989).
(P) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
(Q) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
___ (2) Alternate I (Jan 2017) of 52.224-3.
(T) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(U) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

DEPARTMENT OF STATE ACQUISITION REGULATION CLAUSES (48 CFR Chapter 6)

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>652.225-71</td>
<td>Section 8(a) of the Export Administration Act of 1979, As Amended <strong>[if order exceeds simplified acquisition threshold]</strong></td>
<td>AUG 1999</td>
</tr>
<tr>
<td>652.225-71</td>
<td>Excise Tax Exemption Statement for Contractors Within the United States <strong>[for supplies to be delivered to an overseas post]</strong></td>
<td>JUL 1988</td>
</tr>
<tr>
<td>652.225-71</td>
<td>Personal Property Disposition at Posts Abroad</td>
<td>AUG 1999</td>
</tr>
<tr>
<td>652.237-72</td>
<td>Observance of Legal Holidays and Administrative Leave <strong>[for services where performance will be on-site in a Department of State facility]</strong></td>
<td>FEB 2015</td>
</tr>
<tr>
<td>652.239-71</td>
<td>Security Requirements for Unclassified Information Technology Resources <strong>[for orders that include information technology resources or services in which</strong></td>
<td>SEP 2007</td>
</tr>
</tbody>
</table>
The following clause is provided in full text, and is applicable for orders for services that will require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems:

652.204-70  DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (Feb 2015)

(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.

The following DOSAR deviation is provided in full text and must be included in all solicitations (please refer to PIB 2014-21 for further information):

652.209-79  REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW (SEPT 2014) (DEVIATION, per PIB 2014-21)

(a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or

(2) 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 has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the
interests of the Government.

For the purposes of section 7073, it is the Department of State’s policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror represents that—

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

(2) 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.

(End of provision)
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. In addition, the full text of a clause may be accessed electronically at https://www.acquisition.gov/browse/index/far.
This address is 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 https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl to see the links to the FAR. You may also utilize Internet “search engines” (for example, Google, Yahoo or 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>52.204-12</td>
<td>DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (OCT 2016)</td>
</tr>
<tr>
<td>52.204-13</td>
<td>SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)</td>
</tr>
<tr>
<td>52.225-14</td>
<td>INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)</td>
</tr>
<tr>
<td>52.228-4</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>

The following FAR clauses are provided in full text:

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

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

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

CONTRACTOR IDENTIFICATION (JULY 2008)

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

Contractor personnel must take the following actions to identify themselves as non-federal employees:

1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. “John Smith, Office of Human Resources, ACME Corporation Support Contractor”);

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

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

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

(End of clause)

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

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

(b) Invoice Submission. The contractor shall submit invoices in an original and 1 copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e)

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

________________________________________________________________________

________________________________________________________________________

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

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

(b) The COR for this contract is the Facility Officer in charge.
652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:
   (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
   (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
   (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

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

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (OCT 2018), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

ADDENDUM TO 52.212-1

A. Summary of instructions. Each offer must consist of the following:

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

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

B. Information demonstrating the offeror’s/quoter’s ability to perform:

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

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

B.3 List of clients over the past two (2) years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses).

B.4 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 delivery/performance 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.

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

B.6 The offeror should provide its DUNS (Dun and Broadstreet) number. The Government will use this information to check for exclusions in the System of Award Management (SAM.gov). At the time of the close of this solicitation, the offeror must be registered and listed in SAM.gov with no exclusions. The Government will not make an award to any offeror that is not registered with SAM.gov or that is listed in SAM.gov with exclusions.

B.7 Offerors shall attach required designs, product images and design specifications to the offer. Any deviation from the plans and required design specifications shall be described with the offer as technical backup information.
ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS 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. In addition, the full text of a clause may be accessed electronically at https://www.acquisition.gov/browse/index/far. This address is 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 https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl to see the links to the FAR. You may also utilize Internet “search engines” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

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

<table>
<thead>
<tr>
<th>PROVISION</th>
<th>TITLE AND DATE</th>
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</thead>
<tbody>
<tr>
<td>52.204-7</td>
<td>SYSTEM FOR AWARD MANAGEMENT (OCT 2018)</td>
</tr>
<tr>
<td>52.204-16</td>
<td>COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)</td>
</tr>
<tr>
<td>52.214-34</td>
<td>SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)</td>
</tr>
<tr>
<td>52.225-25</td>
<td>PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (JUN 2020)</td>
</tr>
</tbody>
</table>

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

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

(a) The Department of State’s Competition Advocate 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 to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or write to:

   Competition Advocate  
   U.S. Department of State  
   A/OPE  
   SA-15, Room 1060
Washington, DC 20522-1510

(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 quotations, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Andrew D. Siegel, at 82-2-397-4126 (Tel) or 82-2-397-4382 (Fax). For a U.S. 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 1-703-516-1696, by fax at 1-703-875-6155, or write to:

Acquisition Ombudsman
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510
SECTION 4 - EVALUATION FACTORS

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

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

- 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 will determine acceptability by assessing the offeror's compliance with the terms of the RFQ to include the technical information required by Section 3.

- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
  
  - Adequate financial resources or the ability to obtain them;
  - Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
  - Satisfactory record of integrity and business ethics;
  - Necessary organization, experience, and skills or the ability to obtain them;
  - Necessary equipment and facilities or the ability to obtain them; and
  - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

None
SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (OCT 2018)

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

(a) Definitions. As used in this provision—

“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.

“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.

“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”—

(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.

“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.

“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.

“Women-owned business concern” means a concern which 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“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.

“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.

(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 posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through http://www.acquisition.gov. After reviewing the SAM database 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 applicable to the NAICS code
referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ______________.

[Offeror to identify the applicable paragraphs at (c) through (t) 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 CFR 124.1002.

(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 Order 11246—

(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 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:

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[List as necessary]

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

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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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(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.
Other End Products:

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[List as necessary]

(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.

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

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

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

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

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

(2) □ Outside the United States.
(k) **Certificates regarding exemptions from the application of the Service Contract Labor Standards**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

☐ TIN: ________________________________.

☐ TIN has been applied for.

☐ TIN is not required because:

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

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other ________________________________.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name ________________________________.

TIN ________________________________.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that—

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

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

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.
(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) **Representation and Certifications.** Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—
   
   (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
   
   (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
   
   (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,500 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

(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 (52.212-1(k)).

(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).

(End of Provision)