Dear Prospective Offerors

Subject: Request for Quotations number: 19M05522Q0002
Mobile Telephone Services

Enclosed is a Request for Quotations (RFQ) for mobile telephone services. If you would like to submit a quotation, follow the instructions in Section 4 of the solicitation, complete the required portions of the attached document, and submit it to the following address:

Contracting Officer, U.S. Embassy Rabat
K.M. 5.7 Avenue Mohammed VI
Souissi, Rabat, Morocco

Please submit your quotation in a sealed envelope marked "Quotation Enclosed" to the above address. The deadline for receipt of quotations is 16:00 local time, on March 30, 2022. No quotations will be accepted after this time.

In order for a quotation to be considered, you must also complete and submit the following:

1. SF-1449 (blocks 17, 24 and 30). Block 24 should list the total value of the quote or the base year and the option year.
2. Section 1, The Schedule
3. Section 5, Representations and Certifications and ensure compliance with FAR 52.229-11 is completed with IRS Form W-14 found at www.irs.gov/w14
4. Additional Information as required in Section 4.

A pre-proposal conference has been scheduled March 17, 2022 at 14:00 via Microsoft Teams. All individuals interested in participating in the pre-proposal conference should contact Rabat_Procurement@state.gov. Questions should be directed to this e-mail address as well.

The U.S. Government intends to award a contract to the responsible offeror representing best value using comparative evaluation authorized under FAR 13.106-2(b) (3). A comparative evaluation is defined as the act of comparing two or more offers in response to the RFQ. The item-by-item comparison is performed by comparing each offer directly to one another to determine which provides the best value to the Department.
Comparative evaluation is NOT a low price technically acceptable (LPTA) or trade-off process. Prospective offers must still meet basic standards for responsibility at FAR 9.104 and solicitation compliance to be eligible for award. We intend to award a contract based on initial quotations, without holding discussions, although we may hold discussions with companies if there is a need to do so.

Sincerely,

Ivan D. Murray
Contracting Officer

Enclosure:
**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

<table>
<thead>
<tr>
<th>2. CONTRACT NO.</th>
<th>3. AWARD/EFFECTIVE DATE</th>
<th>4. ORDER NUMBER</th>
<th>5. SOLICITATION NUMBER</th>
<th>6. SOLICITATION ISSUE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>19M05522Q0002</td>
<td>Feb, 25, 2022</td>
</tr>
</tbody>
</table>

**7. FOR SOLICITATION INFORMATION CALL:**

<table>
<thead>
<tr>
<th>a. NAME</th>
<th>b. TELEPHONE NUMBER(s) (collect calls)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Karima Qara, Contracting specialist</td>
<td>212-5 37 63 7695</td>
</tr>
</tbody>
</table>

**7a. ISSUE BY CODE**

American Embassy Rabat
KM 5.7, Av. Mohamed VI
Rabat, Morocco

**7b. PAYMENT WILL BE MADE BY**

Financial Management Center
U.S. Embassy Rabat
RabatFMOVoucering@state.gov

**12. DISCOUNT TERMS**

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

**14. METHOD OF SOLICITATION**

RFQ

**15. DELIVER TO**

American Embassy Rabat
KM 5.7, Av. Mohamed VI
Souissi, Rabat, Morocco

**17a. CONTRACTOR/OFFERER TELEPHONE NO.**

**17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN**

**18a. PAYMENT WILL BE MADE BY**

**18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED**

**25. ACCOUNTING AND APPROPRIATION DATA**

**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:**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SCHEDULE OF SUPPLIES/SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Mobile Telephone Services for the U.S. Embassy in Rabat, the U.S. Consulate General in Casablanca, and all their agencies. See detailed SOW attached.</td>
</tr>
</tbody>
</table>

(Use Reverse and/or Attach Additional Sheets as Necessary)

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED ADDENDA

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED ADDENDA

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ______ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

30a. SIGNATURE OF OFFEROR/CONTRACTOR

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31b. NAME OF CONTRACTING OFFICER (Type or print)

31c. DATE SIGNED
TABLE OF CONTENTS

Section 1 - The Schedule

• SF 1449 cover sheet
• Continuation To SF-1449, RFQ Number 19M05522Q0002, Prices, Block 23
• Continuation To SF-1449, RFQ Number 19M05522Q0002, Schedule of Supplies/Services, Block 20 Description/Specifications/Work Statement
• Attachment 1 to Description/Specifications/Performance Work Statement, Government Furnished Property

Section 2 - Contract Clauses

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

Section 3 - Solicitation Provisions

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

Section 4 - Evaluation

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

Section 5 - Representations and Certifications

• Representations and Certifications
• Addendum to Offeror Representations and Certifications - FAR and DOSAR Provisions not Prescribed in Part 12
SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449
RFQ NUMBER 19M05522Q0002
PRICES, BLOCK 23

JAMES ZADROGA 9/11 VICTIMS HEALTH AND COMPENSATION ACT OF 2010 NOTICE: UNLESS A WAIVER OR EXCEPTION APPLIES, PAYMENTS SUBSEQUENT TO THIS PROCUREMENT ARE SUBJECT TO AN EXCISE TAX OF 2% PERSUANT TO 26 U.S.C. 5000C.

SECTION 1 - THE SCHEDULE

I. SCOPE OF CONTRACT

The Contractor shall provide mobile telephone services to U.S. Embassy in Rabat and the U.S. Consulate General in Casablanca (hereafter “Mission Morocco”) and all their agencies. The prices listed below shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The Government will pay the Contractor on a monthly basis for Standard Services that have been satisfactorily performed.

The Embassy may request Temporary Additional Services are defined as rental on a daily basis of a SIM card. These services shall support special events at the Post. The Contractor shall provide Temporary Additional Services in addition to the scheduled services specified in this contract. The Contracting Officer shall order Temporary Additional Services on an as needed basis. This work shall not be subcontracted. The Contracting Officer may require the Contractor to provide Temporary Additional Services with 24 hour advance notice.

The Contractor shall include in its next regular invoice details of the Temporary Additional Services and, if applicable, the materials provided and requested under these services. The Contractor shall also include a copy of the Contracting Officer’s written confirmation for the Temporary Additional Services.

II. PERIOD OF PERFORMANCE

The contract will be for a 12-month period with four (4) one-year options that can be exercised at the discretion of the Embassy Contracting Officer.

III. PRICING
## Base Year

### Basic Service

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Description</th>
<th>Quantity (Months)</th>
<th>Unit Price</th>
<th>Total (MAD)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>Unlimited Calls within Embassy Group 60 Hours of Calls within Morocco outside of Embassy Group Unlimited SMS Messages within Morocco 30 GB of Data/Internet at 4G/5G</td>
<td>12</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Total is the Unit Price * Quantity * Estimated Number of SIMS

### Expanded Service

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Description</th>
<th>Quantity (Months)</th>
<th>Unit Price</th>
<th>Total*</th>
</tr>
</thead>
<tbody>
<tr>
<td>A2</td>
<td>Unlimited Calls within Embassy Group 90 Hours of Calls within Morocco outside of Embassy Group Unlimited SMS Messages within Morocco 60 GB of Data/Internet at 4G/5G</td>
<td>12</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Total is the Unit Price * Quantity * Estimated Number of SIMS

### Unlimited Service

<table>
<thead>
<tr>
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<th>Total*</th>
</tr>
</thead>
<tbody>
<tr>
<td>A3</td>
<td>Unlimited Calls within Embassy Group Unlimited Hours of Calls within Morocco outside of Embassy Group Unlimited SMS Messages within Morocco Unlimited Data/Internet at 4G/5G 1 hour roaming voice, 2 GB roaming data</td>
<td>12</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Total is the Unit Price * Quantity * Estimated Number of SIMS

### Pre-Paid Rechargeable SIM

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Description</th>
<th>Quantity (Recharges)</th>
<th>Price per Recharge</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>A4</td>
<td>SIM card and 100 MAD worth of minutes</td>
<td>100</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Total without VAT

### VAT (20%)

### Base Year Total
## Option Year 1

### Basic Service

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Description</th>
<th>Quantity (Months)</th>
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<th>Total (MAD)*</th>
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<tbody>
<tr>
<td>B1</td>
<td>Unlimited Calls within Embassy Group</td>
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<td></td>
<td></td>
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<tr>
<td></td>
<td>60 Hours of Calls within Morocco outside of Embassy Group</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Unlimited SMS Messages within Morocco</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>30 GB of Data/Internet at 4G/5G</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Total is the Unit Price * Quantity * Estimated Number of SIMS

### Expanded Service

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Description</th>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
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</tbody>
</table>

* Total is the Unit Price * Quantity * Estimated Number of SIMS

### Unlimited Service

<table>
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<tr>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Unlimited Data/Internet at 4G/5G</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 hour roaming voice, 2 GB roaming data</td>
<td></td>
<td></td>
<td></td>
</tr>
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* Total is the Unit Price * Quantity * Estimated Number of SIMS

### Pre-Paid Rechargeable SIM

<table>
<thead>
<tr>
<th>Line Item</th>
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<th>Quantity (Recharges)</th>
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<tr>
<td>B4</td>
<td>SIM card and 100 MAD worth of minutes</td>
<td>100</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Total without VAT

VAT (20%)

Option Year 1 Year Total
## Mobile Telephone Services

**RFQ NO. 19M05522Q0002**

### Option Year 2

#### Basic Service

| Estimated number of SIMS | 550 |

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Description</th>
<th>Quantity (Months)</th>
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<th>Total (MAD)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1</td>
<td>Unlimited Calls within Embassy Group 60 Hours of Calls within Morocco outside of Embassy Group Unlimited SMS Messages within Morocco 30 GB of Data/Internet at 4G/5G</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

* Total is the Unit Price * Quantity * Estimated Number of SIMS

####Expanded Service

| Estimated Number of SIMS | 80 |

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

* Total is the Unit Price * Quantity * Estimated Number of SIMS

#### Unlimited Service

| Estimated number of SIMS | 20 |

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Description</th>
<th>Quantity (Months)</th>
<th>Unit Price</th>
<th>Total*</th>
</tr>
</thead>
<tbody>
<tr>
<td>C3</td>
<td>Unlimited Calls within Embassy Group Unlimited Hours of Calls within Morocco outside of Embassy Group Unlimited SMS Messages within Morocco Unlimited Data/Internet at 4G/5G 1 hour roaming voice, 2 GB roaming data</td>
<td>12</td>
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* Total is the Unit Price * Quantity * Estimated Number of SIMS

#### Pre-Paid Rechargeable SIM

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<tbody>
<tr>
<td>C4</td>
<td>SIM card and 100 MAD worth of minutes</td>
<td>100</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total without VAT

VAT (20%)

Option Year 2 Total
### Option Year 3

#### Basic Service

<table>
<thead>
<tr>
<th>Line Item</th>
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<th>Quantity (Months)</th>
<th>Unit Price</th>
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</thead>
<tbody>
<tr>
<td>D1</td>
<td>Unlimited Calls within Embassy Group</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>60 Hours of Calls within Morocco outside of Embassy Group</td>
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<tr>
<td></td>
<td>Unlimited SMS Messages within Morocco</td>
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</tr>
<tr>
<td></td>
<td>30 GB of Data/Internet at 4G/5G</td>
<td></td>
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* Total is the Unit Price * Quantity * Estimated Number of SIMS

#### Expanded Service

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Description</th>
<th>Quantity (Months)</th>
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<tbody>
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#### Pre-Paid Rechargeable SIM

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<td>D4</td>
<td>SIM card and 100 MAD worth of minutes</td>
<td>100</td>
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<td></td>
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</table>

#### Total without VAT

#### VAT (20%)

#### Option Year 3 Total
## Option Year 4

### Basic Service

<table>
<thead>
<tr>
<th>Line Item</th>
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</thead>
<tbody>
<tr>
<td><strong>E1</strong></td>
<td>Unlimited Calls within Embassy Group 60 Hours of Calls within Morocco outside of Embassy Group Unlimited SMS Messages within Morocco 30 GB of Data/Internet at 4G/5G</td>
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### Unlimited Service

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<tbody>
<tr>
<td><strong>E4</strong></td>
<td>SIM card and 100 MAD worth of minutes</td>
<td>100</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Summary

**Total without VAT**

**VAT (20%)**

**Option Year 4 Total**
VALUE ADDED TAX (VAT)

VALUE ADDED TAX. Value Added Tax (VAT) is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices. The amount of VAT to be charged is 20%. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion. It is included in each performance period. The portions of the solicitation subject to VAT are:

Total Annual fixed-price for Standard Services

During this contract period, the Government shall place orders totaling a minimum of 10,000 dirhams. This reflects the contract guarantee minimum for this period of performance. The amount of all orders during any contract year shall not exceed 5,000,000 dirhams. This reflects the contract maximum for this period of performance.

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Year Total</td>
</tr>
<tr>
<td>Option Year 1 Total</td>
</tr>
<tr>
<td>Option Year 2 Total</td>
</tr>
<tr>
<td>Option Year 3 Total</td>
</tr>
<tr>
<td>Option Year 4 Total</td>
</tr>
<tr>
<td>GRAND TOTAL FOR BASE + ALL OPTION YEARS</td>
</tr>
</tbody>
</table>

CONTINUATION TO SF-1449
RFQ NUMBER 19M05522Q0002
INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT
SCHEDULE OF SERVICES, BLOCK 20

1. PERFORMANCE WORK STATEMENT

This solicitation is for mobile telephone services. The U.S. Embassy is using roughly 600 mobile phones for official purposes. The Contractor shall provide mobile telephones services for U.S. Embassy Rabat and the United State Consulate in Casablanca. Services provided shall include:

- Calls within **Morocco**
- International calls
- International roaming
- Shared Voice/Data/Roaming Minutes
- Cellular Internet/Data service (4G or 5G)
- SMS messaging
- Voice Mail
- Portable Mobile Phone Numbers
- 24-hour Customer service
- Detailed Billing of calls made

The Contractor shall ensure that the connection through its network is of the highest quality possible and shall be uninterrupted and clear. Network problems shall be remedied immediately, and the Contracting Officer Representative must be immediately notified of any problems.

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

1.2 CALLS WITHIN MOROCCO

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

1.3 INTERNATIONAL CALLS

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

1.4 INTERNATIONAL ROAMING
Mobile Telephone Services  
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The contractor shall provide as extensive international roaming service as possible, especially within North Africa, Europe and the USA.

The contractor shall provide the latest cellular communications Generation available on the local market and offer the highest data speeds possible for the Mobile phones covered by this contract.

1.5 PORTABILITY OF MOBILE PHONE NUMBERS

If the Embassy changes service providers, the existing mobile numbers must be portable; allowing the same mobile numbers to be used on a different provider’s network.

1.6 SMS MESSAGING

The contractor shall provide access to 24-hour SMS Text messaging

1.7 VOICE MAIL

The Contractor shall provide Voice Mail services in English, French and Arabic Language. A Voice Mail Box shall be prepared for each number separately as per standard practice.

1.8 PRE-PAID SIMS

1.9 CUSTOMER SERVICE

The Contractor shall provide technical support for activating/deactivating SIMS, setting up voice mail, roaming questions, billing questions, etc. There should be both a Customer Service Manager we can contact during working hours, and an after-hours telephone number as well.

1.10 DETAILED BILLING

1.10.1 The Contractor shall establish multiple Billing Codes/Cost Centers, and will assign each contracted number to a Billing Code/Cost Center as directed by Mission Morocco. Upon request, Contractor will move numbers from one Billing Code/Cost Center to another for free, within 24 hours of request. Contractor shall provide two separate invoices, prorated by the amount of time spent in each Billing Code/Cost Center, adding up to the total charges for the month.

1.10.2 The Contractor shall provide a monthly breakdown of calls made by individual numbers. The breakdown shall clearly show:

Called Number  
Time and Date of the Call
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Duration of the Call
Price

1.10.3 The Contractor shall make available through the Internet, 24-hour online access for the Embassy to manage its mobile phone services, subscriptions, and accounts. This shall include the ability to electronically download all monthly call details and all billing/invoice statements for all mobile phone services being provided to the Embassy.

In addition, the Embassy has a total of roughly 600 mobile phones. However, there are sub agencies within the Embassy. Invoices will need to be separated by the Agency within the Embassy. The Embassy will provide the vendor with a list of number each Agency owns.

2. INVOICING

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

- Contractor’s name and bank account information for payments by wire transfers
- Invoice Date
- Contract Number
- A summary showing a listing of each line with total monthly price in local currency for that line.
- A detailed invoice for each Embassy Agency must be attached to each summary invoice and should include the cost breakdown by each telephone line according to the pricing schedule.
- The U.S. Embassy and Consulate in Casablanca are organized into different small agencies. The vendor will be given a Task Order for mobile phone services needed for each agency. Invoices should be submitted by agency. The U.S. Embassy will provide the vendor with a list of numbers used by each agency.
- A detailed list of all calls made for each line
- Prompt payment discount, if any
- Name, title, phone number, and address of person to contact in case of defective invoice

If an invoice does not contain the above information, the Government reserves the right to reject the invoice as improper and return it to the Contractor within 7 calendars days. The Contractor must then submit a proper invoice.

The COR will take each summary invoice and furnish the detailed invoice to the appropriate official in each individual Government agency within the Embassy. That agency representative will review the detailed invoice and either approve for payment or advise the COR of the inaccuracies found. It shall be the COR who will interact with the Contractor on any invoice problems.

The Contractor will send all invoices to the following address:
Payment shall be made in local currency by Electronic Funds Transfer (EFT) within 30 days after receipt of the proper invoice

3. KEY PERSONNEL

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

Overall Project Manager NAME_________________

Customer Service Manager  NAME_________________

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

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

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

4. PERMITS

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

5. GOVERNMENT FURNISHED PROPERTY

5.1 The Government intends to use Government Owned Equipment and Accessories, approx.
Mobile Telephone Services
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600 smartphones/tablets. The Contractor shall provide a fully functional SIM card, telephone number, and appropriate security codes PIN and PUK for all existing Government cell-phones.

6. ADDITION OF NEW LINES

The Contractor will provide a fully functional SIM card, telephone number, and appropriate PIN and PUK security codes to the COR within 24 hours after receiving a delivery order under the contract.

7. NON-OFFICIAL LINES

The Embassy Cooperative Association (ECA) is a rider on this contract. The ECA may request services using the agreed upon rates in this contract. The ECA should be billed directly and will pay the vendor directly.

8. DISCLOSURE OF INFORMATION

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

9. SHARED TECHNOLOGICAL REFRESHMENT

Multiple subscriptions to a cellular service plan that includes a fixed amount of voice/data/roaming usage per month shall share the balance of voice/data/roaming among the pool of subscriptions. For example, if an Embassy agency has 100 SIMS with 20 GB of data, this will allow for a total of 2000 GB of data to be shared before extra charges are incurred on the monthly invoice.

10. ROLLOVER

Any unused minutes will roll-over to the following month. Any carryover balances from the previous month will be used before the current monthly minutes are used.

11. SPECIAL SHORT-TERM PROMOTION

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

12. TASK ORDERS

The Contracting Officer will issue task orders to order mobile phone services under this contract. If an order is given orally, it will be followed up by a written delivery order within 5 days.
13. CANCELLATION

If not needed any more, the Embassy can cancel a subscription at any time, the minimum duration of a new subscription is one month.

14. NEW LINE ACTIVATION

New Line activation and setting the ceiling limit of a subscription should be free. Changing subscription types should be free as well during a billing period with the higher rate paid for the billing month.

15. ADDITIONAL SIMS

The Contractor will provide the Embassy with a supply of SIM cards that can be quickly activated for either a new Monthly Subscription, Pay-Per-Use service plan, or to replace in-service SIM cards which are damaged or no longer functioning.

16. CUSTOMER SERVICE CENTER

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

17. SURVIVABILITY AND RECOVERY

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

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

QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

<table>
<thead>
<tr>
<th>Performance Objective</th>
<th>Scope of Work Para</th>
<th>Performance Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services. Performs all Cellphone services set forth in the scope of work.</td>
<td>1. thru 14.</td>
<td>All required services are performed and no more than one customer complaint is received per month.</td>
</tr>
</tbody>
</table>
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SECTION 2 - CONTRACT CLAUSES

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) Definitions. As used in this clause—

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;
(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or


*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

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

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

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the
Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)
its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

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


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


  (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).


  (5) [Reserved].


__ (10) [Reserved].

__ (11)
   (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).

__ (12)
   (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (13) [Reserved]

__ (14)
   (ii) Alternate I (MAR 2020) of 52.219-6.

__ (15)
   (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 (SEP 2021) of 52.219-9.

(18)
(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
   (ii) Alternate I (MAR 2020) of 52.219-13.

(19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 637(a)(14)).

(20) 52.219-16, Liquidated Damages-Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).


(22)
(i) 52.219-28, Post Award Small Business Program Rererepresentation (SEP 2021) (15 U.S.C. 632(a)(2)).
   (ii) Alternate I (MAR 2020) of 52.219-28.

(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).

(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (15 U.S.C. 637(m)).


(26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 637(a)(17)).

X (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2022) (E.O.13126).

__ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

__ (30)
  (i) 52.222-26, Equal Opportunity (SEP 2016) (E.O.11246).
    __ (ii) Alternate I (FEB 1999) of 52.222-26.

__ (31)
    __ (ii) Alternate I (JUL 2014) of 52.222-35.

__ (32)
    __ (ii) Alternate I (JUL 2014) of 52.222-36.


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

X (35)

__ (36) 52.222-54, Employment Eligibility Verification (NOV 2021).
(Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial 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.


(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.

X (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).

(47)
(ii) Alternate I (JAN 2017) of 52.224-3.
(48) 52.225-1, Buy American-Supplies (NOV 2021) *(41 U.S.C. chapter 83).*


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

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

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


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


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

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

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


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


(i) Alternate I (APR 2003) of 52.247-64.

(ii) Alternate II (NOV 2021) of 52.247-64.

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


(7) 52.222-55, Minimum Wages Under Executive Order 13658 (JAN 2022).
(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (June 2020) (42 U.S.C. 1792).

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

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

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

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

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

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

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

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


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

(xiii)

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).


(xvi) 52.222-54, Employment Eligibility Verification (NOV 2021) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 14026 (JAN 2022).


(xix)

(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 (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (FEB 2021)

(a) Definitions. As used in this clause—

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

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

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

(2) A domestic partnership;

(3) A domestic corporation.

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

(5) Any trust if-

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

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

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

(c)

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

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

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

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

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

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

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

(1) Included in the contract price; nor

(2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue
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RFQ NO. 19M05522Q0002

Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of clause)
Mobile Telephone Services  
RFQ NO. 19M05522Q0002

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: Acquisition.gov this address is subject to change.

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

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

<table>
<thead>
<tr>
<th>CLAUSE</th>
<th>TITLE AND DATE</th>
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<td>52.204-9</td>
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<td>52.244-6</td>
<td>SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2021)</td>
</tr>
</tbody>
</table>
THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:

52.216-18 Ordering (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through the end of option year four if all the options are exercised.

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

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

   (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
   (2) If sent by fax, the Government transmits the order to the Contractor’s fax number; or
   (3) If sent electronically, the Government either –

      (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
      (ii) Distributes the delivery order or task order via email to the Contractor’s email address.

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

   (End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. The minimum order for this contract is one activated SIM for a period of one month.

(b) Maximum order. The government does not intend to have more than 600 active SIM lines per month.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the
Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.
652.228-71 Worker's Compensation Insurance (Defense Base Act) - Services.

As prescribed in 628.309-70(b), insert the following clause:
Workers' Compensation Insurance (Defense Base Act) - Services (FEB 2015)
(a) This clause supplements FAR 52.228-3. For the purposes of this clause, “covered contractor employees” includes the following individuals:
(1) United States citizens or residents;
(2) Individuals hired in the United States or its possessions, regardless of citizenship; and
(3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers' compensation laws.
(b) The Contractor shall procure Defense Base Act (DBA) insurance directly from a Department of Labor (DOL) approved insurance provider. Approved providers can be found at the DOL Web site at [http://www.dol.gov/owcp/dlhwc/lscarrier.htm](http://www.dol.gov/owcp/dlhwc/lscarrier.htm).
(c) (1) Section 16 of the State Department Basic Authorities Act (22 U.S.C. 2680a), as amended, provides that the Defense Base Act shall not apply with respect to such contracts as the Secretary of State determines are contracts with persons employed to perform work for the Department of State on an intermittent basis for not more than 90 days in a calendar year. “Persons” includes individuals hired by companies under contract with the Department. The Procurement Executive has the authority to issue the waivers for Contractor employees who work on an intermittent or short-term basis.
(2) The Contractor shall submit waiver requests to the contracting officer. The request shall contain the following information:
(i) Contract number;
(ii) Name of Contractor;
(iii) Brief description of the services to be provided under the contract and country of performance;
(iv) Name and position title of individual(s);
(v) Nationality of individual(s) (must be U.S. citizen or U.S. resident);
(vi) Dates (or timeframe) of performance at the overseas location; and,
(vii) Evidence of alternative workers' compensation coverage for these employees (e.g., evidence that the State workers' compensation program covers workers on short-term foreign assignments).
(3) The contracting officer shall provide to the Contractor the original of the approved or disapproved document and maintain a copy in the contract file.
(End of clause)

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

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

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.

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 their invoices to the address shown below:

Financial Management Office  
U.S. Embassy Rabat  
RabatFMOVouchering@state.gov

To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

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

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

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

(a) The Optional Form 347, Order for Supplies or Services, and Optional Form 348, Order for Supplies or Services Schedule - Continuation; or,

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

652.242-70 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 , Supervisor, Information Systems Center.

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(a) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

   (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

   (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of
carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

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

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

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

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.
The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.
SECTION 3 - SOLICITATION PROVISIONS

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

ADDENDUM TO 52.212-1

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

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

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

(1) Name of a Project Manager who understands written and spoken English;

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

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

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct. The Government will use past performance information primarily to assess an offeror’s capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror’s work experience. The Government may also use this data to evaluate the credibility of the offeror’s proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

(4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
(5) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.

(6) Information on coverage within Morocco.

(7) List of International Roaming contracts by vendor name/location.

(8) Offeror is required to provide a copy of their corporate Rate Plans available.

(9) Evidence that the Contractor has a recovery plan in the event of an emergency or disaster.

(10) Provide a transition plan detailing the migration process of all the phone lines (~ 600) from the existing cellphone provider to your cellphone platform, including measures to minimize or prevent service disruptions, user complains and technical issues. Plan must show a complete timeline of changes as well as, instructions and any required relevant information for end users, USG IT/Telecomm personnel, and current the service provider.

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

(12) Information on Connectivity within Morocco.

(13) List of International Roaming contracts.

(14) Evidence that the Contractor has a recovery plan in the event of an emergency or disaster.
ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

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

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

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

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

<table>
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<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 (AUG 2020)</td>
</tr>
<tr>
<td>52.209-7</td>
<td>INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)</td>
</tr>
<tr>
<td>52.214-34</td>
<td>SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)</td>
</tr>
<tr>
<td>52.222-56</td>
<td>CERTIFICATION REGARDING TRAFFICKING IN PERSONS (OCT 2020)</td>
</tr>
</tbody>
</table>

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

652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State’s Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:
(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

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

(b) The Department of State’s Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman. Administrative Counselor at 212 37 63 72 00. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)
SECTION 4 - EVALUATION

The Government intends to establish a single indefinite quantity contract that includes a one-year base year plus four (4) 12-month options, resulting from this solicitation to the responsible contractor whose quotation conforms to the solicitation and represents the best value to the Government, price and other factors considered utilizing FAR 13 Comparative Evaluation.

This selection process will utilize FAR 13 procedures.

After preliminary consideration of all offers, the Department will no longer consider offers that do not meet basic standards to be eligible for award. The offers that remain will be subject to a comparative evaluation.

The preliminary evaluation process shall include the following:

COMPLIANCE REVIEW. The Government will perform an initial review of proposals/quotations received to determine completeness and compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations that do not conform to the solicitation.

Comparative Evaluation

A comparative evaluation will be performed in accordance with FAR 13.106-2(b)(3). A comparative evaluation is defined as the act of comparing two or more offers in response to the RFQ. The item-by-item comparison is performed by comparing each offer to directly to one another to determine which provides the best value to the Department utilizing technical, past performance criteria and price as described below. This is NOT a low price technically acceptable or trade-off process.

Evaluation Criteria

Technical: Technical will be evaluated on the basis of a direct comparison to other offers to discern if there is any kind of technical quality superiority that would support an award to a higher priced offer. Technical discriminators by requirement may include:

<table>
<thead>
<tr>
<th>Minimum Technical Requirements</th>
<th>non-price/quality discriminators</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calls within Morocco</td>
<td>24-hour coverage greater than 90% local network coverage around X; Latest technology as proxy for call quality/reception pre 4G/4G/ 5G etc.</td>
</tr>
<tr>
<td>Service</td>
<td>Description</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>International Calls</td>
<td>24-hour coverage for international connectivity with the USA, all European countries, and all other worldwide; Number of minutes included (if monthly); Number of countries outside of USA and Europe</td>
</tr>
<tr>
<td>International Roaming</td>
<td>Identification of reputable partner; Number of minutes included, roll-over capability;</td>
</tr>
<tr>
<td>Wireless Application Protocol (WAP)</td>
<td>Size/ease of access to Internet connection through offeror's network to the Wireless Application Protocol (WAP) Internet sites.</td>
</tr>
<tr>
<td>SMS Messaging</td>
<td>Number of texts per cycle included; 24 hour availability/coverage (no outages or periods of unavailability)</td>
</tr>
<tr>
<td>Voice Mail</td>
<td>Amount and duration of storage; Set-up in English</td>
</tr>
<tr>
<td>Rental of Cell-phones, with or without SIM Cards</td>
<td>New Equipment; Current/latest models; World-class brands; Phones delivered within 48 hours of notice</td>
</tr>
<tr>
<td>24-hour Customer Service</td>
<td>Live human reception after hours; direct line for preferred clients</td>
</tr>
<tr>
<td>Detailed Billing of Calls Made</td>
<td>Includes itemized billing per call, minutes, number and total duration; Captures historical usage in regular invoicing; Access online</td>
</tr>
<tr>
<td>Data Services</td>
<td>Evidence of reliability/latest technology; Size of plan, i.e. 20GB v. 10GB per plan; <strong>No prohibited use of</strong> &quot;any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system&quot; per 52.204-24 &amp; 52.204-26.</td>
</tr>
</tbody>
</table>
Past Performance: Past performance will be evaluated on the basis of a direct comparison to other offers to discern if there is any significant past performance superiority that would support an award to a higher priced offer. Past performance as a discriminator may be appropriate where based on the offeror’s performance record, the Government has a high expectation that the offeror will successfully perform the required effort.

Price: Price will be evaluated to ensure the proposed price is fair and reasonable. The price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.

RESPONSIBILITY DETERMINATION. The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- Adequate financial resources or the ability to obtain them;
- Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- Satisfactory record of integrity and business ethics;
- Necessary organization, experience, and skills or the ability to obtain them;
- Necessary equipment and facilities or the ability to obtain them; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
ADDENDUM TO EVALUATION
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

THE FOLLOWING FAR PROVISIONS ARE PROVIDED IN FULL TEXT:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

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

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

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

(b) For acquisitions conducted using negotiation procedures—

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

(2) On the date specified for receipt of proposal revisions.
SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

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

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

(a) Definitions. As used in this provision—

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representation. The Offeror represents that—

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

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

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

(e) Disclosures.

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of provision)

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

As prescribed in 4.2105(b)

(a) Definitions . As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means—

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

2. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

3. Telecommunications or video surveillance services provided by such entities or using such equipment; or

4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

1. Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
(ii) For reasons relating to regional stability or surreptitious listening;
(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another’s network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or
service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

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

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

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other
contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

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

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

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

(c) Representations. (1) The Offeror represents that it [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it [ ] does, [ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.212-3 Offeror Representations and Certifications-Commercial Products and Commercial Services. (Nov 2021)

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

(a) Definitions. As used in this provision—

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

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

*Forced or indentured child labor* means all work or service—

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

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

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

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

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

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

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

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

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and
(10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

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

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

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

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

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

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

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

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

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

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

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

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

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

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

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

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

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

(2) Whose management and daily business operations are controlled by one or more women.
(b) (1) **Annual Representations and Certifications.** Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM

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

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.*]

(c) **RESERVED**

(d) **RESERVED**

(e) **Certification Regarding Payments to Influence Federal Transactions**

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

(f) **RESERVED**

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

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

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

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

(4) □ Have, □ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed end products.

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

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

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

(j) RESERVED

(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

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(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 to be eligible for award.)

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

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

(3) Taxpayer Identification Number (TIN).

TIN: ________________________________.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.
(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other ________________________________.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name ________________________________.

TIN ________________________________.

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

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

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

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

(ii) It □ is, □ is not a subsidiary of an inverted domestic corporation.
(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center-sanctions/SDN-List/Pages/default.aspx).

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

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

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

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

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

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:
Immediate owner CAGE code: ____________________.

Immediate owner legal name: ____________________.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: □ Yes or □ No.

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

   Highest-level owner CAGE code: ____________________.

   Highest-level owner legal name: ____________________.

(Do not use a "doing business as" name)

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

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

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

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

(2) The Offeror represents that—

   (i) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(ii) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

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

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

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

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name: ____.

*(Do not use a "doing business as" name).*

(s) [Reserved].

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

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

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

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

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

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.
(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_________________.

(u)

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

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

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

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

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

(2) The Offeror represents that–

   (i) It□ does, □ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

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

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

(a) Definitions. As used in this provision—

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

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

*United States person* as defined in 26 U.S.C. 7701(a)(30) means—

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

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if—

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

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

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

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at [www.irs.gov/w14](http://www.irs.gov/w14). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C
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tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

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

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

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

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

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

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

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

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

(End of provision)

THE FOLLOWING DOSAR PROVISION IS PROVIDED IN FULL TEXT:

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern),
and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.
ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

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

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

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

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

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