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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449  
RFQ NUMBER 19EN1021Q0002  
PRICES, BLOCK 23

MONTHLY SUBSCRIPTION PLAN

1. SCOPE OF CONTRACT

The Contractor shall provide mobile telephone services to the Embassy of the United States of America in Tallinn, Estonia. 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.

II. PERIOD OF PERFORMANCE

The contract will be for a one-year period from the date of the contract award, with two one-year options to renew.

III. PRICING

VALUE ADDED TAX (VAT)

VALUE ADDED TAX. Value Added Tax (VAT) is not to be 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.

|   |  |
|---|--|
| Base Year Total                         |  |
| Option Year 1 Total                     |  |
| Option Year 2 Total                     |  |
| GRAND TOTAL FOR BASE + ALL OPTION YEARS |  |

*\*Please see and complete attachment 1 detailed pricing chart.*

During this contract period, the Government shall place orders totaling a minimum of **5000 Euros**. This reflects the contract guarantee minimum for this period of performance. The amount of all orders shall not exceed **120,000 Euros**. This reflects the contract maximum for this period of performance.

CONTINUATION TO SF-1449  
RFQ NUMBER 19EN1021Q0002  
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 120 lines for official purposes. The Contractor shall provide complete mobile telephones services for the U.S. Embassy of Tallinn, Estonia. Services provided shall include:

Mobile Telephone Equipment/Lines including Embassy “Mobile” group  
Calls within Estonia  
International Calls  
International Roaming  
Wireless Application Protocol (WAP)  
SMS Messaging  
Voice Mail  
24-hour Customer Service  
Detailed Billing of Calls Made  
Data Services  
E1 Trunk  
Mobile ID-Service

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

1.1 MOBILE PHONE NUMBERS INCLUDING EMBASSY “MOBILE” GROUP

The Contract shall provide mobile telephone numbers with specific SIM cards. Additionally, the Contractor will establish an Embassy “Mobile” Group, which supports private speed dial via four digit number assigned by the Embassy to each individual mobile telephone number.

1.2 CALLS WITHIN *Estonia*

The Contractor shall ensure on a 24-hour basis at least 95% local network coverage around *Estonia* 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 where telephone services are available.

### 1.4 INTERNATIONAL ROAMING

The Contractor shall provide as extensive international roaming connectivity as possible, with the special interest for roaming within **Europe and the United States of America**.

### 1.5 WIRELESS APPLICATION PROTOCOL (WAP)

The Contractor shall provide Internet connection through their network.

### 1.6 SMS MESSAGING

The Contractor shall provide access to around the clock SMS messaging.

### 1.7 VOICE MAIL

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

### 1.8 [RESERVED]

### 1.9 CUSTOMER SERVICE

The Contractor shall provide technical support for setting up voice mail, roaming questions, questions on the phone features, number changes, lost or stolen telephone reporting, manufacturer's warranty information, and all other matters concerning the mobile telephone services through the Contractor's Project Manager.

The Contractor will also provide a 24-hour contact number for emergencies and on-line self-service tool to manage daily operations.

Self-service tool must include:

- ability to assign a new SIM card to a mobile phone number;
- add, remove or change internet package and international roaming limits;
- add or change additional services (m-ticket, parking etc.);
- set short numbers within Embassy Mobile Group;
- set limits for personal purchases;
- check SIM card info;

- check the equipment specification of a phone number;
- ability to retrieve detailed report for all services used, GPRS itemization to .csv file.

## 1.10 DETAILED BILLING

1.10.1 The Contractor shall provide a monthly breakdown of calls made and services used by individual numbers. The breakdown shall clearly show:

Called Number  
Time and Date of the Call  
Duration of the Call  
Price with and without VAT  
Roaming info  
Internet usage volume, country, and price with and without VAT

1.10.2 The monthly lists of calls should be made available by the 10<sup>th</sup> of the following month in self-service portal for the previous month.

## 1.11 E1 TRUNK

The Contractor shall provide the ability to make mobile calls from landline phones located at the U.S. Embassy via an E1 trunk connected to the Embassy telephone switch.

## 1.12 DATA SERVICES

The Contractor shall provide around the clock access to data services allowing free and open access to the internet.

## 2. INVOICING

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

- Contractor's name and bank account information for payments by wire transfers
- Invoice Date
- Contract Number
- A summary showing a listing of each line with total monthly price in local currency for that line. A detailed invoice for each agency has to be attached to each summary invoice and should include the cost breakdown by each telephone line according to the pricing schedule

- A detailed list of all calls made for each line must be available in self-service
  - Prompt payment discount, if any
  - Name, title, phone number, and address of person to contact in case of defective invoice
- (b) 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 calendar days. The Contractor must then submit a proper invoice.
- (c) The COR will take each summary invoice and furnish the detailed invoice to the appropriate official in each individual Government agency. That agency representative will review the detailed invoice and either approve for payment or advise the COR of the inaccuracies found. It shall be the COR who will interact with the Contractor on any invoice problems.
- (d) The Contractor will send all invoices to the following address:

U.S. Embassy Tallinn  
 Kentmanni 20  
 15099 Tallinn, Estonia

or

Via e-mail to [TallinnInvoices@state.gov](mailto:TallinnInvoices@state.gov)

**(e) Payment shall be made in local currency by Electronic Funds Transfer (EFT) within 30 days after receipt of the proper invoice.**

(f) [RESERVED]

### 3. KEY PERSONNEL

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

POSITION/FUNCTION \_\_\_\_\_ NAME \_\_\_\_\_

Project Manager

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

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

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

#### 4. PERMITS

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

#### 5. GOVERNMENT FURNISHED PROPERTY

5.1 The Government intends to use Government Owned Equipment and Accessories as listed below in 5.2. The Contractor shall provide a fully functional SIM card, telephone number, and appropriate security codes for all existing Government cell-phones.

5.2 The Government owns and intends to use commercially available, standard Apple, Samsung, or equivalent cellular devices.

#### 6. ADDITION OF NEW LINES

The Contractor will provide a fully functional SIM card, telephone number, and appropriate security codes to the COR within 24 hours after receiving a formal request or delivery order under the contract. The Government may periodically require ordering a surge of numbers and the Contractor shall provide services in all surge orders within 24 hours after receiving a formal request.

#### 7. NON-OFFICIAL LINES

This Contract is valid only for official Government needs.

#### 8. DISCLOSURE OF INFORMATION

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

## 9. TECHNOLOGICAL REFRESHMENT

After contract award, the Government may; pursuant to FAR clause 52.212-4 - Contract Terms and Conditions –Commercial Items, paragraph (c), Changes; request changes within the scope of the contract. These changes may be required to improve performance or react to changes in technology.

The Contractor may propose for the Government’s technological refreshment, substitutions or additions for any provided products or services that may become available as a result of technological improvements. The Government may, at any time during the term of this contract or any extensions thereof, modify the contract to acquire products which are similar to those under the contract and that the Contractor has, or has not, formally announced for marketing purposes. This action is considered to be within the scope of the contract. At the option of the Government, a demonstration of the substitute product may be required. The Government is under no obligation to modify the contract in response to the proposed additions or substitutions.

Such substitutions or additions may include any part of, or all of, a given product(s) provided that the following conditions are met and substantiated by documentation in the technological refreshment proposal:

The proposed product(s) shall meet all of the technical specifications of this document and conform to the terms and conditions cited in the contract.

The proposed product(s) shall have the capacity, performance, or functional characteristics equal to or greater than, the current product(s).

The proposal shall discuss the impact on hardware, services, and delivery schedules. The cost of the changes not specifically addressed in the proposal shall be borne entirely by the Contractor.

Contractor has the right to withdraw, in whole or in part, any technological refreshment proposal prior to acceptance by the Government. Contractor will use commercially reasonable efforts to ensure that prices for substitutions or additions are comparable to replaced or discontinued products. If a technological refreshment proposal is accepted and made a part of this contract, an equitable adjustment, increasing or decreasing the contract price, may be required and any other affected provisions of this contract shall be made in accordance with FAR clause 52.212-4, paragraph (c), Changes, and other applicable clauses of the contract.

## 10. 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.

## 11. DELIVERY ORDERS

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

12. [RESERVED]

13. [RESERVED]

## 14. CUSTOMER SERVICE CENTERS

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

## 15. 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.

| Performance Objective  | Scope of Work Para | Performance Threshold  |
|--|--------------------|--|
| <u>Services.</u><br>Performs all mobile phone related services set forth in the scope of work. | 1. thru 15.        | All required services are performed and no more than one (1) customer complaint is received per month. |

## 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

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*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)

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018) AND (DEVIATION 2017-02) (JUNE 2017), is incorporated by reference (see SF-1449, Block 27A)

### **52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items.**

As prescribed in 12.301(b)(4), insert the following clause:  
Contract Terms and Conditions Required to Implement Statutes or Executive Orders-  
Commercial Items (Oct 2020)

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

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

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

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

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

(5) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ( [19 U.S.C. 3805 note](#))).

(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:

\_\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (June 2020), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

\_\_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Jun 2020) ([41 U.S.C. 3509](#))).

\_\_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ( [31 U.S.C. 6101 note](#)).

\_\_\_ (5) [Reserved].

\_\_\_ (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

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

X (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) ([31 U.S.C. 6101 note](#)).

\_\_\_ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).

\_\_\_ (10) [Reserved].

\_\_\_ (11) (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) ([15 U.S.C. 657a](#)).

- \_\_\_ (ii) Alternate I (Mar 2020) of [52.219-3](#).
- \_\_\_ (12) (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- \_\_\_ (ii) Alternate I (Mar 2020) of [52.219-4](#).
- \_\_\_ (13) [Reserved]
- \_\_\_ (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Mar 2020) ([15 U.S.C. 644](#)).
- \_\_\_ (ii) Alternate I (Mar 2020) of [52.219-6](#).
- \_\_\_ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Mar 2020) ([15 U.S.C. 644](#)).
- \_\_\_ (ii) Alternate I (Mar 2020) of [52.219-7](#).
- \_\_\_ (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_\_\_ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (Jun 2020) ([15 U.S.C. 637\(d\)\(4\)](#)).
- \_\_\_ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- \_\_\_ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- \_\_\_ (iv) Alternate III (Jun 2020) of [52.219-9](#).
- \_\_\_ (v) Alternate IV (Jun 2020) of [52.219-9](#)
- \_\_\_ (18) (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- \_\_\_ (ii) Alternate I (Mar 2020) of [52.219-13](#).
- \_\_\_ (19) [52.219-14](#), Limitations on Subcontracting (Mar 2020) ([15 U.S.C. 637\(a\)\(14\)](#)).
- \_\_\_ (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) ([15 U.S.C. 657f](#)).
- \_\_\_ (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (May 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_\_ (ii) Alternate I (MAR 2020) of [52.219-28](#).
- \_\_\_ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) ([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 (Mar2020) ([15 U.S.C. 637\(m\)](#)).
- \_\_\_ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- \_\_\_ (26) [52.219-33](#), Nonmanufacturer Rule (Mar 2020) ([15U.S.C. 637\(a\)\(17\)](#)).
- \_\_\_ (27) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).
- X** (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan2020) (E.O.13126).
- \_\_\_ (29) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- \_\_\_ (30) (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
- \_\_\_ (ii) Alternate I (Feb 1999) of [52.222-26](#).

- \_\_\_ (31) (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- \_\_\_ (ii) Alternate I (Jul 2014) of [52.222-35](#).
- \_\_\_ (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).
- \_\_\_ (ii) Alternate I (Jul 2014) of [52.222-36](#).
- \_\_\_ (33) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- \_\_\_ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X** (35) (i) [52.222-50](#), Combating Trafficking in Persons (Oct 2020) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- \_\_\_ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- \_\_\_ (36) [52.222-54](#), Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- \_\_\_ (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA– Designated Items (May 2008) ( [42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- \_\_\_ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- \_\_\_ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Oct 2015) of [52.223-13](#).
- \_\_\_ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun2014) of [52.223-14](#).
- \_\_\_ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (May 2020) ([42 U.S.C. 8259b](#)).
- \_\_\_ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of [52.223-16](#).
- 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) (i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- \_\_\_ (ii) Alternate I (Jan 2017) of [52.224-3](#).
- \_\_\_ (48) [52.225-1](#), Buy American-Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
- \_\_\_ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

- \_\_\_ (ii) Alternate I (May 2014) of [52.225-3](#).
- \_\_\_ (iii) Alternate II (May 2014) of [52.225-3](#).
- \_\_\_ (iv) Alternate III (May 2014) of [52.225-3](#).
- \_\_\_ (50) [52.225-5](#), Trade Agreements (Oct 2019) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).
- X (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302](#)Note).
- \_\_\_ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov2007) ([42 U.S.C. 5150](#)).
- \_\_\_ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).
- \_\_\_ (55) [52.229-12](#), Tax on Certain Foreign Procurements (Jun 2020).
- X (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- \_\_\_ (57) [52.232-30](#), Installment Payments for Commercial Items (Jan2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- X (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ([31 U.S.C. 3332](#)).
- \_\_\_ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- \_\_\_ (60) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).
- \_\_\_ (61) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- \_\_\_ (62) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).
- \_\_\_ (63) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- \_\_\_ (ii) Alternate I (Apr 2003) of [52.247-64](#).
- \_\_\_ (iii) Alternate II (Feb 2006) of [52.247-64](#).

(c) RESERVED

(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) RESERVED

Add the following clause in full text:

52.229-12 [RESERVED]

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](http://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](http://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 CLAUSES ARE INCORPORATED BY REFERENCE:

| <u>CLAUSE</u> | <u>TITLE AND DATE</u>   |
|---------------|---|
| 52.204-9      | [RESERVED]  |
| 52.204-12     | DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012) |

|           |  |
|-----------|--|
| 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)                           |
| 52.204-18 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)                 |
| 52.225-14 | INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000) |
| 52.228-4  | RESERVED   |
| 52.228-5  | INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)                     |
| 52.229-6  | FOREIGN FIXED PRICE CONTRACTS (FEB 2013)                                     |
| 52.232-39 | UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)                     |
| 52.232-40 | RESERVED   |

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 delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from fifth through the twentieth of each month.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) A delivery order or task order is considered “issued” when –
  - (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
  - (2) If sent by fax, the Government transmits the order to the Contractor’s fax number; or
  - (3) If sent electronically, the Government either –
    - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
    - (ii) Distributes the delivery order or task order via email to the Contractor’s email address.
- (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

## 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 10.00 euros, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

- (1) Any order for a single item in excess of 10,000.00 euros;
- (2) Any order for a combination of items in excess 180,000.00 euros; or
- (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within *two (2)* 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 three (3) (years).

#### 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 invoices in an original to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

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

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

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**U.S. Government will not make any prepayments. Payment term will be within 30 days of receipt of invoice!**

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 CORs for this contract will be Travel Assistant Ireen Järvekülg and Office Assistant Marge Jõesaar.

652.225-71 [RESERVED]

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

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

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

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

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 (JUNE 2020), is incorporated by reference (see SF-1449, Block 27A)

### ADDENDUM TO 52.212-1

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

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

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

- (1) Name of a Project Manager (or other liaison to the U.S. Embassy/Consulate) who understands written and spoken English;
- (2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing in Estonia; (This may be a business registry outtake)
- (3) Example of a similar in scale client requiring similar services served in the past 3 years in Estonia. If the offeror has not performed comparable services in Estonia 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.
- (4) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, copies shall be provided if requested.
- (5) RESERVED
- (6) RESERVED
- (7) Information on Connectivity within *Estonia*.
- (8) List of any known international "no coverage" areas
- (9) Offeror is required to provide a copy of the standards Rates and plans for comparison
- (10) RESERVED

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

Any other written information that will provide proof of the company's technical and financial responsibility.

A.3. IF REQUIRED BY THE SOLICITATION, PROVIDE EITHER:

(a) a copy of the Certificate of Insurance of how employee injury cases are covered, or

(b) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

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

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at [Acquisition.gov](http://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](http://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:

| <u>PROVISION</u> | <u>TITLE AND DATE</u>                                      |
|------------------|--|
| 52.204-7         | SYSTEM FOR AWARD MANAGEMENT (OCT 2018)                     |
| 52.204-16        | COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016) |
| 52.209-7         | [RESERVED]   |
| 52.214-34        | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)    |

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

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

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

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

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

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

(End of provision)

## SECTION 4 - EVALUATION FACTORS

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

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

(b) **TECHNICAL ACCEPTABILITY.** Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation. The Government reserves the right to conduct a field test of the offeror's network within *Estonia* to ensure adequate connectivity.

(c) **PRICE EVALUATION.** The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.

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

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

ADDENDUM TO EVALUATION FACTORS  
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

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)

### **52.212–3 Offeror Representations and Certifications—Commercial Items (OCT 2020)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Restricted business operations* means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of

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

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

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

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

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

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

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

*Sensitive technology*—

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

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

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

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

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

(1) Means a small business concern—

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

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

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

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

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

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

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_.

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

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

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

**(c)** [Reserved]

**(d) Representations required to implement provisions of Executive Order 11246-**

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

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

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

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

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

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

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

(31 <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)** [Reserved]

**(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.*

| Listed End Product | Listed Countries of Origin |
|--------------------|----------------------------|
| _____              | _____                      |
| _____              | _____                      |

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

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

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

(j) [Reserved]

(k) [Reserved]

**(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](mailto:CISADA106@state.gov).

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR [25.703-2\(a\)\(2\)](#) 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)** [Reserved]

**(s)** [Reserved].

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

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

(2) Representation. *[Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].* (i) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not publicly disclose a quantitative greenhouse gas emissions reduction

goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

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

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

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

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

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

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

- (1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.
- (2) The Offeror represents that—(i) It  does,  does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
  - (ii) After conducting a reasonable inquiry for purposes of this representation, that it  does,  does not use covered telecommunications equipment or services, or any

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

(End of Provision)

Add the following provision:

52.229-11 [Reserved]

THE FOLLOWING DOSAR PROVISION IS PROVIDED IN FULL TEXT:

652.225-70 [Reserved]

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

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

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

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

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