Embassy of the United States of America
Dakar, Senegal

GSO/Procurement
May 29, 2026

To: Prospective Quoters

Subject: Request for Quotations number 19SG2026Q0009 for mobile phone and data services

Enclosed is a Request for Quotations (RFQ) for mobile telephone and data services. If you would like to submit a quotation, follow the instructions in Sections 3 and 4 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on Standard Form 1449 that follows this letter.

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.

Quotations are due by July 16, 2026, at 12:00 noon local time. No quotations will be accepted after this time. Proposals must be in English and incomplete proposals will not be accepted.

Your quotation must be submitted in a sealed envelope marked "Quotation Enclosed for:

U.S. Embassy Senegal
Attn: GSO / Procurement
Solicitation N° 19SG2026Q0009
Route des Almadies – Dakar

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

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 for the base year and the option years.
2. Section 1, the Schedule
3. Section 5, Representations and Certifications
4. Additional Information as required in Sections 3 and 4.
5. Proof of SAM registration
6. CYBERSECURITY SUPPLY CHAIN RISK MANAGEMENT (C-SCRM) C-
7. SCRM Questionnaire and C-SCRM Software Producer Attestation Form

Direct any questions regarding this solicitation in writing to **dakarsolicitation@state.gov**, questions must be written in English and sent not later **than June 10, 2026.** Additionally, see the statement below regarding the comparative evaluation process according to FAR Part 13.

All contractors must be registered in the SAM (System for Award Management) Database https://www.sam.gov prior to contract award pursuant to FAR provision 5.207. Therefore, prospective offerors are encouraged to register prior to the submittal of quotations/proposals. The guidelines for registration in SAM are also available at:
https://www.statebuy.state.gov/pd/Pages/AdditionalVendorReg.aspx .

Sincerely,

Laurel Lemon
Contracting Officer

Enclosure:
As stated

TABLE OF CONTENTS

SECTION 1 - THE SCHEDULE

- SF 1449 cover sheet
- Continuation To SF-1449, RFQ Number 19SG2026Q0009, Prices, Block 23
- Continuation To SF-1449, RFQ Number 19SG2026Q0009, Schedule Of Supplies/Services, Block 20 Description/Specifications/Work Statement
- Attachment 1 to Description/Specifications/Performance Work Statement, Government Furnished Property
- Attachment 2 CYBERSECURITY SUPPLY CHAIN RISK MANAGEMENT (C-SCRM) SOFTWARE PRODUCER ATTESTATION FORM

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

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: PR15908830

PAGE 1 OF 74

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			19SG2026Q0009	05/27/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER	8. OFFER DUE DATE/ LOCAL TIME
	Seth Rogers- Contracting Officer	338794210	**07/14/2026**

9. ISSUED BY — CODE 19SG20

U.S. EMBASSY SENEGAL
Route des ALMADIES, BP49
ATTN: GSO/ PROCUREMENT
DAKAR / SENEGAL

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

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

12. DISCOUNT TERMS

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

13b. RATING

14. METHOD OF SOLICITATION
☒ RFQ ☐ IFB ☐ RFP

15. DELIVER TO — CODE

U.S. EMBASSY SENEGAL
Route des ALMADIES, BP49
ATTN:
DIPLOMATIC TECHNOLOGY OFFICE
DAKAR / SENEGAL

16. ADMINISTERED BY — CODE

U.S. EMBASSY SENEGAL
Route des ALMADIES, BP49
ATTN: DIPLOMATIC TECHNOLOGY OFFICE
DAKAR / SENEGAL

117a. CONTRACTOR/OFFEROR — CODE — FACILITY CODE

18a. PAYMENT WILL BE MADE BY — CODE

U.S. EMBASSY SENEGAL
Route des Almadies,
myILMS Payment Portal.
Dakar/ Senegal

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

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24 AMOUNT
	Mobile phones and data services as per the attached solicitation terms and conditions (see next page) *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

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

☒ 27a.SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☐ 27b.CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN **02** COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

☐ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449
RFQ NUMBER 19SG2026Q0009
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.

– MONTHLY SUBSCRIPTION PLAN-

1. SCOPE OF CONTRACT

The Contractor must provide mobile telephone and data services to the Embassy of the United States of America in Dakar, Senegal. The Government is seeking the maximum possible coverage in Senegal, regional roaming coverage especially for Guinea-Bissau, and the rest of the world.
Phone calls between cell phones and from fixed lines to cell phones and cell phones to fixed line within the American Mission Pool 24 hours x 7 days.

The Embassy is seeking options to enable cellular data pooling for the fleet of devices managed by the Contractor. The preferred solution should provide access to a management portal that allows designated Embassy personnel to monitor real-time data usage, top-up voice minutes and data, and transfer unused data between devices. **The ability to purchase data in bulk and allocate it across the fleet of numbers, or a similar flexible allocation mechanism, would be highly advantageous.**

The prices listed below must include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The Government will pay the Contractor monthly for Standard services that have been satisfactorily performed.

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

The Contractor must 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 must 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 one-year period from the date of the contract award, with two (02) one-year options to renew at the discretion of the U.S. Embassy Senegal.

III. PRICING

VALUE ADDED TAX. Value Added Tax (VAT) is not applicable to this contract and must not be included in the CLIN rates or Invoices because the U.S. Embassy has a tax exemption certificate from the host government

Fill out the prices for mobile phone and data services via cellular phone (currently estimated at 500 Lines).

All prices must be firm fixed prices. Additionally, explicitly state whether **RUTEL tax** is included

The currency of this contract is _____ (offeror to identify currency).

Local bidders must quote is CFA francs

III. A. Standard Services – Base Year of Services – Estimated Quantities (The Base Year of the contract starts on the date of the contract award and continues for a period of 12 months)				
Description	**Estimated Yearly QTY**	**Unit**	**Unit Price**	**Total Yearly Price**
1. Initial Activation Fee	150	each		
2. **POSTPAID SERVICE RATE SUBSCRIPTIONS PLAN** – Fixed Rate – **Billed Monthly**				
A – Basic package including a minimum of the following services: ▪ 900 minutes local calls to all numbers in Senegal. ▪ 100 SMS to all mobile numbers in Senegal ▪ 25 GB data ▪ Possibility to top-up or share data via data pooling options	2400 months (200 users' phones x 12 months)	Monthly fixed rate per phone billed monthly		
B – Billed per consumption **beyond the basic package** ▪ Per second cost for the local calls	200,000 seconds	Per second		
▪ Per local SMS cost within Senegal	100,000 SMS	Per SMS		
▪ Per Mbps data cost within Senegal	100,000 Mo	Per Mo		
▪ International call rates (Voice/Data/SMS/Roaming): Guinea Bissau USA World-Wide	(Number of users phones x 12 months) 1,392 1,392 696			

3. PRE-SET (prepaid) SERVICE RATE SUBSCRIPTIONS PLAN – Fixed Rate – **Billed Monthly**				
3.1 Plan to include a minimum of the following services	1900 months (160 users' phones	Monthly fixed rate per phone billed monthly		

▪ 300 minutes local calls to all numbers in Senegal. ▪ 100 SMS to all mobile numbers in Senegal ▪ 10 GB data ▪ Possibility to top-up or share data via data pooling options	x 12 months)			
3.2 Plan including a minimum of the following services: ▪ 600 minutes local calls to all numbers in Senegal. ▪ 100 SMS to all mobile numbers in Senegal ▪ 20 GB data ▪ Possibility to top-up or share data via data pooling options	1800 months (150 users phones x 12 months)	Monthly fixed rate per phone billed monthly		
4. **Data plan option - Billed Monthly**				
▪ Possibility to top-up or share data via data pooling options	120 months (10 devices x 12 months)	Monthly fixed rate per phone billed monthly		
SUB TOTAL FOR BASE YEAR - STANDARD SERVICES				
III.B. Temporary additional Services – Base Year of Services – (the unit price set forth below is a price per day per phone)				
Description	**Estimated yearly qty**	**Unit**	**Unit price**	**Total yearly price**
1. Rental of cellphone with SIM card SMS within the Embassy pool	9 days (03 phones x 03 days)	Per phone per day		
SUB TOTAL FOR BASE YEAR - TEMPORARY ADDITONAL SERVICE				
BASE YEAR – GRAND TOTAL FOR ALL SERVICES				

MINIMUM AND MAXIMUM QUANTITIES

During the Base Year period, the Government must place orders totaling a minimum of 2,400 postpaid service subscriptions (200 phones *under postpaid service* x 12 months = 2400 subscriptions) and a minimum of 3,720 pre-set service subscriptions (310 phones *under preset service* x 12 months = 3,720 subscriptions), which may be split between awards. If there is only one award, this reflects the contracts minimum for this period of performance. If there are multiple awards, the minimum subscriptions will be decided per contract at time of award.

The amount of all orders must not exceed 7200 subscriptions (600 phones (*all plans included -Postpaid and presets*) x 12 months = 7200 subscriptions) which may be split between awards. If there is only one award, this reflects the contracts maximum for this period of performance. If there are multiple awards, the maximum will be decided per contract at time of award.

IV.A. Standard Services – OPTION YEAR 01 – Estimated Quantities				
Description	Estimated Yearly QTY	Unit	Unit Price	Total Yearly Price
1. Initial Activation Fee	20	each		
2. POSTPAID SERVICE RATE SUBSCRIPTIONS PLAN – Fixed Rate – Billed Monthly				
A – Basic package including a minimum of the following services: ▪ 900 minutes local calls to all numbers in Senegal. ▪ 100 SMS to all mobile numbers in Senegal ▪ 25 GB data ▪ ▪ Possibility to top-up or share data via data pooling options	2400 months (200 phones x 12 months)	Monthly fixed rate per phone billed monthly		
B – Billed per consumption beyond the basic package ▪ Per second cost for the local calls	200,000 seconds	Per second		
▪ Per local SMS cost within Senegal	100,000 SMS	Per SMS		
▪ Per Mbps data cost within Senegal	100,000 Mo	Per Mo		

▪ International call rates: (Voice/Data/SMS/Roaming)	(Number of phones x 12 months)			
Guinea Bissau	1,392			
USA	1,392			
World-Wide	696			

3. **PRE-SET (PREPAID)SERVICE RATE SUBSCRIPTIONS PLAN** – Fixed Rate – **Billed Monthly**				
3.1 Plan including a minimum of the following services ▪ 300 minutes local calls to all numbers in Senegal. ▪ 100 SMS to all mobile numbers in Senegal ▪ 10 GB data ▪ Possibility to top-up or share data via data pooling options	1900 months (160 phones x 12 months)	Monthly fixed rate per phone billed monthly		
3.2 Plan including a minimum of the following services: ▪ 600 minutes local calls to all numbers in Senegal. ▪ 100 SMS to all mobile numbers in Senegal	1800 months (150 phones x 12 months)	Monthly fixed rate per phone billed monthly		

▪ 20GB data ▪ Possibility to top-up or share data via data pooling options				
4. Data plan options	120 months (10 devices x 12 months)	Monthly fixed rate per phone billed monthly		
SUB TOTAL FOR OPTION YEAR 01 - STANDARD SERVICES				
III.B. Temporary additional Services - (the unit price set forth below is a price per day per phone)				
Description	**Estimated yearly qty**	**Unit**	**Unit price**	**Total yearly price**
1. Rental of cellphone with SIM card SMS within the Embassy pool	9 days (03 phones x 03 days)	Per phone per day		
SUB TOTAL FOR OPTION YEAR 01 - TEMPORARY ADDITONAL SERVICE				
OPTION YEAR 01 – GRAND TOTAL FOR ALL SERVICES				

MINIMUM AND MAXIMUM QUANTITIES

During the Option year 01 period, the Government must place orders totaling a minimum of 2,400 postpaid service subscriptions (200 phones *under postpaid service* x 12 months = 2400 subscriptions) and a minimum of 3,720 pre-set service subscriptions (310 phones *under preset service* x 12 months = 3,720 subscriptions), which may be split between awards. If there is only one award, this reflects the contracts minimum for this period of performance. If there are multiple awards, the minimum subscriptions will be decided per contract at time of award.

The amount of all orders must not exceed 7200 subscriptions (600 phones (*all plans included -Postpaid and presets*) x 12 months = 7200 subscriptions) which may be split between awards. If there is only one award, this reflects the contracts maximum for this period of performance. If there are multiple awards, the maximum will be decided per contract at time of award.

V.A. Standard Services – OPTION YEAR 02 – Estimated Quantities				
Description	Estimated Yearly QTY	Unit	Unit Price	Total Yearly Price
1. Initial Activation Fee	20	each		

2. POSTPAID SERVICE RATE SUBSCRIPTIONS PLAN – Fixed Rate – **Billed Monthly**				
A – Basic package including a minimum of the following services: ▪ 900 minutes local calls to all numbers in Senegal. ▪ 100 SMS to all mobile numbers in Senegal ▪ 25 GB data	2400 months (200 phones x 12 months)	Monthly fixed rate per phone billed monthly		
B – Billed per consumption beyond the basic package ▪ Per second cost for the local calls	200,000 seconds	Per second		
▪ Per local SMS cost within Senegal	100,000 SMS	Per SMS		
▪ Per Mbps data cost within Senegal	100,000 Mo	Per Mo		

▪ International call rates: (Voice/Data/SMS/Roaming)	(Number of phones x 12 months)			
Guinea Bissau	1,392			
USA	1,392			
World-Wide	696			

3. PRE-SET SERVICE RATE SUBSCRIPTIONS PLAN – Fixed Rate – **Billed Monthly**				
3.1 Plan including a minimum of the following services ▪ 300 minutes local calls to all numbers in Senegal. ▪ 100 SMS to all mobile numbers in Senegal ▪ 10 GB data ▪ Possibility to top-up or share data via data pooling options	1900 months (160 phones x 12 months)	Monthly fixed rate per phone billed monthly		
3.2 Plan including a minimum of the following services: ▪ 600 minutes local calls to all numbers in Senegal. ▪ 100 SMS to all mobile numbers in Senegal ▪ 20 GB data ▪ ▪ Possibility to top-up or share data via data pooling options	1800 months (150 phones x 12 months)	Monthly fixed rate per phone billed monthly		
4. Data plan for options ▪ Possibility to top-up or share data via data pooling options	120 Months 10 devices iPads x 12 months	Monthly fixed rate per phone billed monthly		
SUB TOTAL FOR OPTION YEAR 02 - STANDARD SERVICES				

III.B. Temporary additional Services - (the unit price set forth below is a price per day per phone)				
Description	**Estimated yearly qty**	**Unit**	**Unit price**	**Total yearly price**
1 Rental of cellphone with SIM card SMS within the Embassy pool	9 days (03 phones x 03 days)	Per phone per day		
SUB TOTAL FOR OPTION YEAR 02 - TEMPORARY ADDITONAL SERVICE				
OPTION YEAR 02 – GRAND TOTAL FOR ALL SERVICES				

MINIMUM AND MAXIMUM QUANTITIES

During the Option year 02 period, the Government must place orders totaling a minimum of 2,400 postpaid service subscriptions (200 phones *under postpaid service* x 12 months = 2400 subscriptions) and a minimum of 3,720 pre-set service subscriptions (310 phones *under preset service* x 12 months = 3,720 subscriptions), which may be split between awards. If there is only one award, this reflects the contracts minimum for this period of performance. If there are multiple awards, the minimum subscriptions will be decided per contract at time of award.

The amount of all orders must not exceed 7200 subscriptions (600 phones (*all plans included -Postpaid and presets*) x 12 months = 7200 subscriptions) which may be split between awards. If there is only one award, this reflects the contracts maximum for this period of performance. If there are multiple awards, the maximum will be decided per contract at time of award.

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

SIX MONTH EXTENTION OPTION (FAR 52.217-8) Estimated Quantities

V.A. Standard Services – six-month extension option – Estimated Quantities				
Description	Estimated Yearly QTY	Unit	Unit Price	Total Yearly Price
2. Initial Activation Fee	20	each		

2. POSTPAID SERVICE RATE SUBSCRIPTIONS PLAN – Fixed Rate – **Billed Monthly**				
A – Basic package including a minimum of the following services: ▪ 900 minutes local calls to all numbers in Senegal. ▪ 100 SMS to all mobile numbers in Senegal ▪ 25 GB data	1200 months (200 phones x 6 months)	Monthly fixed rate per phone billed monthly		
B – Billed per consumption beyond the basic package ▪ Per second cost for the local calls	200,000 seconds	Per second		
▪ Per local SMS cost within Senegal	100,000 SMS	Per SMS		
▪ Per Mbps data cost within Senegal	100,000 Mo	Per Mo		

▪ International call rates: (Voice/Data/SMS/Roaming) Guinea Bissau USA World-Wide	(Number of phones x 6 months) 696 696 348			

3. PRE-SET SERVICE RATE SUBSCRIPTIONS PLAN – Fixed Rate – **Billed Monthly**				
3.1 Plan including a minimum of the following services ▪ 300 minutes local calls to all numbers in Senegal. ▪ 100 SMS to all mobile numbers in Senegal ▪ 10 GB data ▪ Possibility to top-up or share data via data pooling options	950 months (160 phones x 6 months)	Monthly fixed rate per phone billed monthly		
3.2 Plan including a minimum of the following services: ▪ 600 minutes local calls to all numbers in Senegal. ▪ 100 SMS to all mobile numbers in Senegal ▪ 20 GB data ▪ ▪ Possibility to top-up or share data via data pooling options	900 months (150 phones x 6 months)	Monthly fixed rate per phone billed monthly		
5. Data plan for options ▪ Possibility to top-up or share data via data pooling options	60 Months 10 devices iPads x 6 months	Monthly fixed rate per phone billed monthly		

SUB TOTAL FOR SIX MONTH EXTENSION OPTION - STANDARD SERVICES				
III.B. Temporary additional Services - (the unit price set forth below is a price per day per phone)				
Description	**Estimated yearly qty**	**Unit**	**Unit price**	**Total yearly price**
2 Rental of cellphone with SIM card SMS within the Embassy pool	9 days (03 phones x 03 days)	Per phone per day		
SUB TOTAL FOR SIX MONTH EXTENSION OPTION - TEMPORARY ADDITONAL SERVICE				
SIX MONTH EXTENSION OPTION – GRAND TOTAL FOR ALL SERVICES				

CONTINUATION TO SF-1449

RFQ NUMBER 19SG2026Q0009
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 an estimate of 500 users' phones for official purposes. The Contractor must provide complete mobile telephones and data services for the U.S. Embassy Senegal. Services provided must include:

- Smartphone Mobile Communication Plan
- Mobile Phone Voice Service Plan
- Mobile Device Data-Only Plans
- Pre-paid SIM Cards (electronic-SIM and physical SIM)
- Postpaid SIM Cards (electronic-SIM and physical SIM)
- Unassigned SIM Cards for Later Issuance / Replacement (electronic-SIM and physical SIM)
- Call within Senegal / Guinea Bissau / West Africa
- Reception of OTP (One-Time Password) codes
- Regional roaming
- International roaming
- SMS messaging - within the American Mission Pool 24 hours x 7 days
- Voice mail service in English and in French
- Detailed Billing for Postpaid lines
- 24-hour Customer service in English and French
- Data Services
- SAFE Coding Messaging
- Phone calls between cell phones and from fixed lines to cell phones and cell phones to fixed line within the American Mission Pool 24 hours x 7 days
- Rental of cellphones, with or without SIM cards or eSIMs

EQUIPMENT PACKAGE

The basic package must include but is not limited to, the following items:

Smartphone Mobile Phone (**excludes Huawei, ZTE, Hytera, Hikvision, and Dahua models**)
Batteries (at least Li-Ion)
Battery Charger,
Fixed Hands-Free Kit
Personal Hands-Free Unit
Belt Clip or Pouch
User Manual
Safety Certificate and Brochures
Hotspots (**excludes Huawei, ZTE, Hytera, Hikvision, and Dahua models**)

1.2 CALLS WITHIN SENEGAL AND WEST AFRICA

The Contractor must ensure on a 24-hour basis at least 90% local network coverage around Senegal with special consideration to all urban areas and main traffic routes **(90% coverage on all auto routes and national roads (e.g. A1, N1, any other road with "A" or "N" designation etc.) in Senegal and in all major population center).**

The Contractor must provide a coverage map showing areas of coverage, and at what service level (3G, 4G and 5G).

The Contractor must 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.

1.3 INTERNATIONAL CALLS

The Contractor must 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 REGIONAL AND INTERNATIONAL ROAMING

The Contractor must provide as extensive international roaming connectivity as possible, with the special interest of the Government for roaming worldwide and within and throughout the USA and Guinea-Bissau.
The Contractor must provide call and data services and unrestricted access to all data services at the highest speed possible. The Contractor must send automatic notices (most commonly via SMS text messages) to a specific mobile number when the designated plan has reached the 75% data and call usage mark and the 100% data and call usage mark.

1.5 Reception of OTP (One-Time Password) codes

The Contractor must ensure OTP from any vendor or application provider be received within two minutes. If not and there's an issue, it should be resolved within two hours as it's written in the QASP section below.

1.6 SMS MESSAGING

The Contractor must provide access to around-the-clock SMS messaging. The contractor's SMS network must be capable of handling burst 1,000 messages at a time to the American Mission Pool, and there will be no limit to the number of SMS messages sent or received.

1.7 VOICE MAIL

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

1.8 RENTAL OF CELL-PHONES WITH SIM CARDS

The Contractor must provide up to 20 cell phones for rent within 03 calendar days of notice and additional 30 cell phones within the next 03 calendar days, according to Government needs, for official visits. Included with the cell phone should be a SIM card (if needed), an English Instruction Manual, batteries, and a phone charger.

1.9 24-HOUR CUSTOMER SERVICE

The Contractor must 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.
Phone calls between cell phones and from fixed lines to cell phones and cell phones to fixed line within the American Mission Pool 24 hours x 7 days
Customer service must be available in both French and English.

For initial contact to the vendor for technical support should receive a response within two hours. More complex issues that require escalated level of support should be provided with a response within 48 hours.

1.10 DETAILED BILLING

1.10.1 The Contractor must provide a monthly breakdown for each billing group (lists to be provided by the Contracting Officer's Representative / COR) of calls made by individual numbers. The detailed billing of calls made must be provided electronically, in a Microsoft excel compatible format. The breakdown must clearly show:

- ✓ Called Number or texted
- ✓ Time and Date of the Call
- ✓ Duration of the Call
- ✓ Amount of data used, if applicable (roaming or average)

1.10.2 The monthly lists of calls details must be provided electronically, in Microsoft Excel compatible format and forwarded to the address below at the end of each current month for the previous month to the following address:

U.S EMBASSY SENEGAL
Attn: Dakar Financial Management Center – FMC
DakarFMCVouchering@state.gov
Route des Almadies
Dakar – Senegal

2.11 SAFE CODING MESSAGING

The contractor must be able to change the name of the incoming short code 28468, so that the name of associated with that short code must be SAFE in lieu of ATHOC.

The contractor must be able to provide preferential routing to any message that comes from short code 28468 (*i.e., if a message from 28468 – SAFE – and a message from another user are on the network at the same time, the message from short code 28468 will receive better, faster, and more direct routing.*)

The contractor must provide the ability to send – two-way SMS to / from short code 28468, to / from phone numbers in this contract

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

2. INVOICING

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

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 billing group has to be attached to each summary invoice and should include the cost breakdown by each telephone line according to the pricing schedule
- A detailed list of all calls made for each line
- Prompt payment discount, if any
- Name, title, phone number, and address of person to contact in case of defective invoice

Invoice Deadline – Must be received no later than the 15th of every month.

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 07 calendars days. The Contractor must then submit a proper invoice.

The contractor must send all invoices to the same address as provided in 1.10.2 to the new invoice payment portal at myILMS Payment Portal. **And /or** dakarfmcinvoices@state.gov

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 must be the COR who will interact with the Contractor on any invoice problems.

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

The Government will provide annual proof of a direct exemption of Value Added Tax (VAT); according to host country VAT laws.

3. KEY PERSONNEL

3.1 During the first 90 days of performance, the Contractor must make no substitutions of key personnel unless the substitution is required due to illness, death, or termination of employment. The Contractor must 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.

3.2 After the first 90 days of performance, the Contractor may substitute a key person if the Contractor determines that it is necessary. The Contractor must 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.

3.3 The Contractor must provide a detailed explanation of the circumstances requiring the proposed substitution, a complete resume for the proposed substitute. The proposed substitute must 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.

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

NAME : _____
Email address:
Telephone Number:

3.5. Dedicated Account Manager/Representative(s): This person must be able to converse in both English and French. He or She must act as the primary liaison for adding, deleting, or substantively changing lines. They must also assist with billing issues.

NAME : _____
Email address:
Telephone Number:

3.6 Customer Service Representative(s) – The Contractor must provide personnel that are typically assigned to larger accounts to assist with customer support issues, with minimal delay (on hold or via email). They must be able to communicate in both English and French.

Telephone Number:
Email Address:

4. PERMITS

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

5. GOVERNMENT FURNISHED PROPERTY (Current Estimate)

Description	Quantity
Smartphones	450
Basic phones	50

6. PERIODIC POOL UPDATES (Line Management and Provisioning)

Line Management - The Contractor must allow the U.S. Embassy Senegal to add, suspend, or terminate individual lines of service on demand. This includes managing "pool updates "adding or removing lines from shared data and voice pools—to maintain scalability and cost-efficiency.

For all new service requests, the Contractor must deliver a fully functional SIM card or eSIM, the assigned telephone number, and all applicable security codes to the Contracting Officer's Representative (COR) within 24 hours of receipt of a formal delivery order.

The Contractor must provide a standard operating procedure (SOP) or user guide detailing the specific conditions and steps required to execute these updates. clarify the platform or process the U.S. Embassy Senegal should use to ensure the 24-hour delivery window is met and how 'pool updates' are confirmed in the billing system.

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 U.S Government must be used only for carrying out the provisions of this contract and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Phone numbers in the American Mission pool may not be provided to outside entities, unless in compliance with government regulations.

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) must meet all of the technical specifications of this document and conform to the terms and conditions cited in the contract.

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

The proposal must discuss the impact on hardware, services, and delivery schedules. The cost of the changes not specifically addressed in the proposal must 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 must 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 Government the option to take advantage of any promotional programs that it offers and that is suited for use by U.S. Embassy staff. The Government, at its own discretion, will have the option to take or reject the opportunity.

11. DELIVERY ORDERS

The Contracting Officer will issue delivery task 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. TRAINING

The Contractor must provide, at no additional cost, training to all U.S. Embassy employees who received a mobile phone. Training to be provided will include the proper operation of the equipment purchased and the equipment's operating features. The training will be coordinated with the COR to match the U.S. Embassy work schedule.

13. EQUIPMENT RETURN/DEFECTIVE POLICY

If a contractor –provide telephone or device is defective or is being returned, the telephone will be exchanged within 05 business days.

14. CUSTOMER SERVICE CENTERS

The Contractor is to provide a telephone number and an email address for the purpose of reporting equipment problems and malfunctions, billing inquiries, and customer question regarding accounts and services, in accordance with section 3.6

15. SURVIVABILITY AND RECOVERY

The Contractor must 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 must have a recovery plan in place that must 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
Services. Satisfactorily performs all 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.
SMS Services	1.6	SMS services will not be offline or unavailable. Outages must be resolved within 2 hours.
International Roaming	1.4	Problems regarding voice roaming for members of the American Mission Pool while in the United States (calling from or within the US) must be resolved within one business day after being reported to

		the key personnel listed in paragraphs 3.4-3.6. Problems with voice roaming issues, in any country, must be resolved within one business day. Reported data roaming issues must be resolved within 2 business days.
Reception of OTP (One-Time Password) codes	1.5	OTP codes be received within two minutes. Reception issues must be fixed within 2 hours

16. LIST OF ATTACHMENT

Attachment 1

CYBERSECURITY SUPPLY CHAIN RISK MANAGEMENT (C-SCRM) Questionnaire and/or State Department Secure Software Development Attestation Form

This form will be provided in a separate document, attached to the RFQ.

SECTION 2 - CONTRACT CLAUSES

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2026)

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

(1) 52.203-19, 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 Covered Entities (DEC 2023) (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).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

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

_X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

_X_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (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) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

__ (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (6) [Reserved].

__ (7) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

_X_ (9) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

_X_ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115–390, title II).

__ (11)

(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115–390, title II).

__ (ii) Alternate I (DEC 2023) of 52.204-30.

__ (12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (JAN 2025) (31 U.S.C. 6101 note).

__ (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

__ (14) [Reserved].

__ (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

__ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it must so indicate in its offer) (15 U.S.C. 657a).

__ (17) [Reserved]

__ (18)

(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

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

__ (19)

(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

__ (ii) Alternate I (MAR 2020) of 52.219-7.

__ (20) 52.219-8, Utilization of Small Business Concerns (JAN 2025)(15 U.S.C. 637(d)(2) and (3)).

__ (21)

(i) 52.219-9, Small Business Subcontracting Plan (JAN 2025) (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 (JAN 2025) of 52.219-9.

__ (22)

(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.

__ (23) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

__ (24) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

__ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) (15 U.S.C. 657f).

__ (26)

(i) 52.219-28, Postaward Small Business Program Rerepresentation (JAN 2025) (15 U.S.C. 632(a)(2)).

__ (ii) Alternate I (MAR 2020) of 52.219-28.

__ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

__ (28) 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 (OCT 2022) (15 U.S.C. 637(m)).

__ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

__ (30) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 637(a)(17)).

__ (31) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

_X_ (32) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2026)(E.O. 13126).

__ (33) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

__ (34)

(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

__ (ii) Alternate I (FEB 1999) of 52.222-26.

__ (35)

(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

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

__ (36)

(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.

__ (37) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

__ (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

_X_ (39)

(i) 52.222-50, Combating Trafficking in Persons (OCT 2025) (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).

__ (40) 52.222-54, Employment Eligibility Verification (JAN 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

__ (41)

(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.)

__ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) (42 U.S.C. 7671, *et seq.*).

__ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) (42 U.S.C. 7671, *et seq.*).

__ (44) 52.223-20, Aerosols (MAY 2024) (42 U.S.C. 7671, *et seq.*).

__ (45) 52.223-21, Foams (MAY 2024) (42 U.S.C. 7671, *et seq.*).

_X_ (46) 52.223-23, Sustainable Products and Services (MAY 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

__ (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)

(i) 52.225-1, Buy American-Supplies (OCT 2022) (41 U.S.C. chapter 83).

__ (ii) Alternate I (OCT 2022) of 52.225-1.

__ (49)

(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 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 [Reserved].

__ (iii) Alternate II (JAN 2025) of 52.225-3.

__ (iv) Alternate III (FEB 2024) of 52.225-3.

__ (v) Alternate IV (Oct 2022) of 52.225-3.

__ (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

_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).

__ (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. Subtitle A, Part V, Subpart G Note).

__ (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) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024) (E.O. 13513).

__ (56) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

__ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

__ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

_X_ (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT2018) (31 U.S.C. 3332).

__ (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

__ (62) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

_X_ (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

__ (64) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).

__ (65)

(i) 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).

__ (ii) Alternate I (APR 2003) of 52.247-64.

__ (iii) Alternate II (NOV 2021) of 52.247-64.

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

__ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter67).

__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).

__ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

__ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

__ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

__ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

__ (10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (JAN 2025) (49 U.S.C. 40118(g)).

(d) *Comptroller General Examination of Record*. The Contractor must 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, must have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor must 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 must 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 must be made available until such appeals, litigation, or claims are finally resolved.

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

(e)

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

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

(ii) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).

(iii) 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)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(v) 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).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)

(A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115–390, title II).

(B) Alternate I (DEC 2023) of 52.204–30.

(viii) 52.219-8, Utilization of Small Business Concerns (JAN 2025) (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.

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

(x) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(xi) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xiv) 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.

(xv) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xvi)

(A) 52.222-50, Combating Trafficking in Persons (OCT 2025) (22 U.S.C. chapter 78 and E.O. 13627).

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

(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xix) 52.222-54, Employment Eligibility Verification (JAN 2025) (E.O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xxii)

(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxiii) 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. Subtitle A, Part V, Subpart G Note).

(xxiv) 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.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxvii) 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)

Alternate I (FEB 2000). As prescribed in 12.301 (b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

Alternate II (OCT 2025). As prescribed in 12.301 (b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials must have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial products or commercial services, other than—

(i) *Paragraph (d) of this clause*. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1)*. Unless otherwise indicated below, the extent of the flow down must be as required by the clause-

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

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).

(D) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(E) 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).

(F) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(G)__(*1*) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115–390, title II).

__(2) Alternate I (DEC 2023) 52.204-30.

(H) 52.219-8, Utilization of Small Business Concerns (JAN 2025) (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.

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

(J) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(K) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(L) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(M) 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.

(N) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(O) __ *(1)* 52.222-50, Combating Trafficking in Persons (OCT 2025) (22 U.S.C. chapter 78 and E.O. 13627).

__ *(2)* Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(P) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(Q) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(R) 52.222-54, Employment Eligibility Verification (JAN 2025) (Executive Order 12989).

(S) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(T) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(U)__ *(1)* 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

__ *(2)* Alternate I (JAN 2017) of 52.224-3.

(V) 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. Subtitle A, Part V, Subpart G Note).

(W) 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.

(X) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(Y) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(Z) 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

ADD THE FOLLOWING CLAUSE IN FULL TEXT:

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

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if-

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

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

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

(c)

(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor must 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 must–

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

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

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

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

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

(1) Included in the contract price; nor

(2) Reimbursed.

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

(End of clause)

ADDENDUM TO CONTRACT CLAUSES

FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. 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.

Cybersecurity Supply Chain Risk Management Requirements (FEB 2023)

(a)*Definitions.* As used in this clause:

Covered article - The term "covered article" includes-
(1)"Information and Communications technology" which means-

(i)any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use of that equipment, or of that equipment to a significant extent in the performance of a service or the furnishing of a product.

(ii)computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; however, does not include any equipment acquired by a federal contractor incidental to a federal contract.

(2)"Telecommunications Equipment", which means equipment, other than customer premises equipment, used by a carrier to provide telecommunications services, and includes software integral to such equipment (including upgrades).

(3)"Telecommunications Service", which means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

(4)"Cybersecurity Supply Chain Risk", which means the risk that a person may sabotage, maliciously introduce unwanted function, extract data, or otherwise manipulate the design, integrity, manufacturing, production, distribution, installation, operation, maintenance, disposition, or retirement of covered articles to surveil, deny, disrupt, or otherwise manipulate the function, use, or operation of the covered articles or information stored or transmitted on the covered articles.

(b)*Contractor Cybersecurity Supply Chain Risk Management Responsibilities.* The Contractor must take all prudent actions and comply with all Government direction (as identified in paragraph (c)) to regularly identify, assess, monitor, and mitigate cybersecurity supply chain risks when providing covered articles or services affecting covered articles to the Government. The Contractor must maintain artifacts that document its compliance with this paragraph and must provide these artifacts to the Government within 48 hours of request.

(c) *Supporting Government Cybersecurity Supply Chain Risk Assessments.* The Government may perform a cybersecurity supply chain risk assessment at any time during contract administration to identity, assess, and monitor the cyber risks of the Contractor's supply chain. The Contractor agrees that the Government may, at its own discretion, perform on-site assessments to collect information for the cybersecurity supply chain risk assessment. In performing the cybersecurity supply chain risk assessment, the Government may review any information provided by the Contractor, along with any other information available to the Government from public, unclassified, classified, or any other sources. Examples of information that the Government may collect for the cybersecurity supply chain risk assessment includes the following:

1. Functionality and features of covered articles, including access to data and information system privileges.
2. The user environment where a covered article is used or installed.
3. The ability of a source to produce and deliver covered articles as expected.
4. Foreign control of, or influence over, a source or covered article (e.g., foreign ownership, personal and professional ties between a source and any foreign entity or legal regime of any foreign country in which a source is headquartered or conducts operations).
5. Implications to Government mission(s) or assets, national security, homeland security, or critical functions associated with use of a source or covered article.
6. Vulnerability of Federal systems, programs, or facilities.
7. Market alternatives to the covered source.
8. Potential impact or harm caused by the possible loss, damage, or compromise of a

product, material, or service to an organization's operations or mission.
9. Likelihood of a potential impact or harm, or the exploitability of a system.
10. Security standards of the supplier as demonstrated by cooperation with assessments.
11. Security, authenticity, and integrity of covered articles and their supply and compilation chain.
12. Capacity to mitigate risks identified.
13. Factors that could lead to inability of the supplier to provide security updates.
14. Factors that may reflect upon the reliability of other supply chain risk information.
15. Any other considerations that would factor into an analysis of the security, integrity, resilience, quality, trustworthiness, or authenticity of covered articles or sources.

(d) *Non-Destructive and Destructive Testing.* The Government may engage in non-destructive and/or destructive testing of any information system, equipment, and software to determine whether it will negatively affect the security or performance of a Department of State information system.

(e) *Novation Agreement Notice.* FAR 42.1203 require Government approval of novation agreements. For proposed novation agreements for this contract, the Contractor must provide any information requested by the Government regarding the proposed successor's identity and information regarding its supply chain.

(f) *Software Bill of Materials (SBOM) Requests.* For software, within 10 business days of request by a Department of State representative, the Contractor must submit a SBOM to a designated representative. This request may be requested on one (1) or more occasions and must be delivered at no increase in contract price.

(g) *SBOM Sharing Notice.* The Contractor consents to the sharing of its SBOM data with other contractors, such as tool solution providers, for the sole purpose of mapping against known vulnerabilities.

(h) *Notification procedures for cybersecurity supply chain events.* When cybersecurity supply chain events occur, the Contractor must contact the Contracting Officer or his/her designee within 12 hours of the event.

(i) *Subcontracts*. The Contractor must insert the substance of this clause in all subcontracts and other contractual instruments in support of this contract.

(j) *Vulnerability Exploitability eXchange (VEX)*. The Contractor is required to notify the Department of any discovered software vulnerabilities within 12 hours. Within three (3) days, they must provide a report using a VEX format.

(k) *Attestation following Major Version Change*. Critical Software, as defined by National Institute for Science and Technology (NIST) Guidance, that is provided by the Contractor or subcontractors and is modified during the contract's period of performance by a major version change (e.g., using a semantic versioning schema of Major.Minor.Patch, the software version number goes from 2.5 to 3.0) requires a new self-attestation. For indefinite delivery contract vehicles, this self-attestation must be provided for all critical software available for ordering on the contract vehicle when the software is modified during the contract vehicle's ordering period of performance by a major version change. The Contractor must either (i) post the new attestation in a publicly available internet location within 15 days of the major version change and provide the COR, or Contracting Officer if a COR is not appointed, with the internet link or
(ii) must contact the COR, or Contracting Officer if a COR is not appointed, and request the agency's current software self-attestation form and submit it to the Government within 15 days of the major version change. The self-attestation form will contain the following elements: (i) the software producer's name; (ii) a description of which product or products the statement refers to including the number of the major version change; and (iii) a statement attesting that the software producer follows secure development practices and tasks consistent with NIST Guidance.

(End of clause)

THE FOLLOWING FEDERAL ACQUISITION REGULATIONS (FAR) CLAUSES ARE INCORPORATED BY REFERENCE:

CLAUSE	TITLE AND DATE
52.204-12	UNIQUE ENTITY IDENTIFIER MAINTENANCE (OCT 2016)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	TAXES-FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023)

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 must 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 September 1, 2026, through August 31, 2029.
(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 must 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 100 subscriptions services. 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 500 subscriptions (all plans included - Postpaid and presets)

(2) Any order for a combination of items in excess of 15,000 subscriptions (500 subscriptions x 3 years)

(3) A series of orders from the same ordering office within 10 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 must honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days 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 must be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor must 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 must 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 must be completed by the Contractor within the time specified in the order. The contract must 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 must 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 must not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

WE MAY NEED TO ADD THE PRINCING TABLE FOR THE 06 MONTHS EXTENSION

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 must be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, must not exceed three years and six months.

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.

652.215-70 EXAMINATION OF RECORDS

(a) With respect to matters related to this contract or a subcontract hereunder, the Department of State Office of the Inspector General, or an authorized representative, must have upon request:
(1) Complete, prompt, and free access to all Contractor and Subcontractor files (in any format), documents, records, data, premises, and employees, except as limited by law; and

(2) The right to interview any current Contractor and Subcontractor personnel, individually and directly, with respect to such matters.

(b) This clause may not be construed to require the contractor or any subcontractor to create or maintain any record that the contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(c) The Contractor must insert a clause containing all the terms of this clause, including this paragraph (c), in all subcontracts under this contract other than acquisitions described in Federal Acquisition Regulation 15.209(b)(1).

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

The Government must 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*.

652.225-71 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.

652.229-70 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 must 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 must be accepted in lieu of payment of excise tax.

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 Dakar Financial Management Center, invoice payment portal myILMS Payment Portal. or to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

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

_____

_____

_____

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

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

(b) The COR for this contract is the **Senior Unclass Systems Manager**

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 must comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

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

SECTION 3 - SOLICITATION PROVISIONS

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (MAR 2023) 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. **CYBERSECURITY SUPPLY CHAIN RISK MANAGEMENT C-SCRM**

Proposal/Quote Instructions (corresponding instructions to the evaluation factors in SECTION 4, Below)

Cybersecurity C-SCRM Questionnaire -ATTTACHEMENT # 1
The offeror must include in its offer a completed Attachment 1, C-SCRM Questionnaire and C-SCRM Software Producer Attestation Form, which must be completed in accordance with the attachment's instructions. Failure to follow the attachment's instructions may result in rejection of the offer.

A.2 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.3. 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) who understands written and spoken English;

(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing in Senegal or plans to establish an office within 30 days of contract award.

(3) The offeror must provide proof of SAM registration to include the SAM UEI number.

(4) List of clients over the past 03 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 Senegal then the offeror must 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 to comply with all work elements in Section 1, Performance Work Statement;
- • 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

(5) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

(6) The offeror must 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 must be provided.

(7) The offeror's plan for mobile phones and data services to include but not limited to:

(a) A work plan taking into account all work elements in Section 1, Performance Work Statement.

(b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;

(c) (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.

(8) Information on Connectivity within Senegal.

(9) List of International Roaming contracts.

(10) Offeror is required to provide a Price List for accessories.

(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 such as a company brochure, technical proposal, client list, financial statement.

A.4. IF REQUIRED BY THE SOLICITATION, PROVIDE EITHER:

(a) a copy of the Certificate of Insurance, 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 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:

PROVISION	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)
52.211-1	AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (SEP 2023)
52.212-1	INSTRUCTIONS TO OFFERORS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (OCT 2020)

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, ***Management Counselor***, at ***00221 33879 4900***. 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 fixed-price indefinite quantity contract that includes a one-year base year plus two (02) 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.

The Government reserves the right to award more than one contract from this solicitation under the authority of FAR 52.212-1 (h)- Instructions to Offerors- Commercial Products and Commercial Services – Multiple Awards.

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 Section 1, Performance Work Statement, Section 3 Instruction to Offerors, and all the terms of the solicitation to include **CYBERSECURITY SUPPLY CHAIN RISK MANAGEMENT (C-SCRM) Go/No-Go Evaluation Factor**. The Government may reject as unacceptable proposals/quotations that do not conform to the stated requirements in the solicitation.

C-SCRM Go/No-Go Evaluation Factor
This factor is evaluated on a go/no-go basis. The Government will evaluate whether the submitted C-SCRM Questionnaire and State Department Secure Software Development Attestation Form meet the definition for the "Go" or "No-Go" ratings for this factor. The "Go" and "No-Go" ratings and their definitions are as follows:

RATING	RATING DEFINITION
GO	The proposal **meets** the criteria in the following two (2) paragraphs. The C-SCRM Questionnaire contains both of the following: (1) C-SCRM Questionnaire instructions are completed; and (2) contains "Yes" answers for all questions in Sections 2 and 3 of the questionnaire; or the vendor has submitted a third party authorizing official conducted assessment such as, ISO 27001, ISO 9000, SOC II, or FEDRAMP authorization. For suppliers offering any software, the State Department Secure Software Development Attestation Form (or another federal agency's equivalent form) is signed and submitted in accordance with the form's instructions. In lieu of submitting the State Department Secure Software Development Attestation Form, the offeror provides the information required by section "Additional Information" of the form and the Government finds that this information satisfactory mitigates associated risks

NO-GO The proposal **does not meet** one (1) or more of the criteria in the following two (2) paragraphs.
The C-SCRM Questionnaire contains both of the following: (1) C-SCRM Questionnaire instructions are completed; and (2) contains Yes answers for all questions in Sections 2 and 3 of the questionnaire; or the vendor has submitted a third party authorizing official conducted assessment such as, ISO 27001, ISO 9000, SOC II, or FEDRAMP authorization.
For suppliers offering any software, the State Department Secure Software Development Attestation Form (or another federal agency's equivalent form) is signed and submitted in accordance with the form's instructions. In lieu of submitting the State Department Secure Software Development Attestation Form, the offeror provides the information required by section "Additional Information" of the form and the Government finds that this information satisfactory mitigates associated risks.

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.**

"Offerors will be ranked by CLIN after the comparative evaluation has been completed. The Government will award according to the best value represented per CLIN. If the result of the evaluation determines different offerors to be deemed the best value on any given CLIN, the Government reserves the right to make multiple awards, including awarding only for a specific CLIN. The Government reserves the right to award only one contract if it is deemed to be in the best interest of the Government overall after proposals are received regardless of the evaluation per CLIN. Offerors MUST submit pricing for ALL items as presented in Section 1, SF1449 Continuation (Pricing) to be considered for award

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:

Minimum Technical Requirements	non-price/quality discriminators
Mobile Telephone Equipment under Sect 1, equipment package	New Equipment; Current/latest models; World-class brands, compliance with brand/component restrictions
Calls within Senegal / West Africa Region under Sect. 1	24-hour coverage greater than 90% local network coverage around X; Latest technology as proxy for call quality/reception pre 4G/4G/ 5G etc.
International Calls under Sect. 1	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
International Roaming under Sect. 1	Identification of reputable partner; Number of minutes included roll-over capability;

Wireless Application Protocol (WAP) under Sect. 1	Size/ease of access to Internet connection through offeror's network to the Wireless Application Protocol (WAP) Internet sites.
SMS Messaging under Sect. 1, 1.6 and 1.11	Number of texts per cycle included 24 hours availability/coverage (no outages or periods of unavailability)
Voice Mail service in English and French under Sect. 1, 1.7	Amount and duration of storage; Set-up in English
Rental of Cellphones, with or without SIM Cards	New Equipment; Current/latest models; World-class brands; Phones delivered within 48 hours of notice
24-hour Customer Service under Sect. 1 1.9	24-hour Customer Service Phone calls between cell phones and from fixed lines to cell phones and cell phones to fixed line within the American Mission Pool 24 hours x 7 days
Detailed Billing of Calls Made under Sect.1 1.10	Includes itemized billing per call, minutes, number and total duration; Captures historical usage in regular invoicing; Access online
Data Services under Sect.1 1.2,1.3,1.4	Evidence of reliability/latest technology; Size of plan, i.e. 20GB v. 10GB per plan; **No prohibited use of** "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" per 52.204-24 & 52.204-26.

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 overall 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.
However, the Government will also consider and evaluate prices per CLIN for the Base + all option years if the evaluation results in specific CLINS offering a better value to the Government. 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 (NOV 2021)

The Offeror must 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 Products or Commercial Services. The Offeror must 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 must 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 must 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 must 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 must 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 must 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 must 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 must provide the following information as part of the offer:

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

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

(b) *Procedures.* The Offeror must 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 (OCT 2025)

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, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. 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 (SDVOSB) concern means a small business concern—

(1)

(i) Not less than 51 percent of which is owned and controlled 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; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) *Service-disabled veteran*, as used in this definition, 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), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that—

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, 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 124.1001, means a small business concern under the size standard applicable to the acquisition, that—

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

(i) One or more socially disadvantaged (as defined at13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR124.104(c)(2); and

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

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

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

(1) Not less than 51 percent of which is owned and controlled 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 business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

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

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least51 percent of the stock of which is owned by one or more women; and

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

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, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(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 Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s)

referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs __.

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

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

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

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that—

(i) It □ is, □ is not a small business concern; or

(ii) It □ is, □ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

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

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

(4) *SDVOSB concern joint venture eligible under the SDVOSB Program.* The offeror represents that it □ is, □ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.*] [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(5) *Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it □ is, □ is not a small disadvantaged business concern as defined in 13 CFR 124.1001.

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

(7) *WOSB joint venture eligible under the WOSB Program.* The offeror represents that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(8) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

Note to paragraphs (c)(9) and (10): Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

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

(i) It □ is, □ is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(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 $200,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly

employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)

(1)

(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[*List as necessary*]

(3) Domestic end products containing a critical component:

Line Item No. ___

[*List as necessary*]

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

(g)

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

(i)

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

(B) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

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

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

[*List as necessary*]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No. ___

[List as necessary]

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

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Israeli End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[*List as necessary*]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraphs (g)(1)(i)(B) and (g)(1)(ii) for paragraphs (g)(1)(i)(B) and (g)(1)(ii) of the basic provision:

(g)(1)(i)(B) The terms "Korean end product", "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act."

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

Korean End Products or Israeli End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[*List as necessary*]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____

_____ _____ _____

_____ _____ _____

[*List as necessary*]

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

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

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

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

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

(4) □ Have, □ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds 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.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Provision)

Alternate I (FEB 2024). As prescribed in 12.301 (b)(2), add the following paragraph (c)(12) to the basic provision:

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(5) of this provision.)

□ Black American.

□ Hispanic American.

□ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

□ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

□ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

□ Individual/concern, other than one of the preceding.

(End of Provision)

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***. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

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

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

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 [____] a full exemption, or [____] partial or no exemption [*Offeror must 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 must 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-REPRESENTATION AND CERTIFICATIONS (JUN 2020)