

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
		1 90

2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 06/26/2025	4. REQUISITION/PURCHASE REQ. NO. PR15209995-0002	5. PROJECT NO. (If applicable)
6. ISSUED BY AMERICAN CONSULATE GENERAL CHIANG MAI 387 WITCHAYANOND RD., ATTN: GSO CHIANG MAI 50300 THAILAND		CODE TH250	7. ADMINISTERED BY (If other than Item 6) AMERICAN CONSULATE GENERAL CHIANG MAI 387 WITCHAYANOND RD., ATTN: GSO CHIANG MAI 50300 THAILAND

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO. 19TH2525Q0007
	<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 4/10/25
	<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.
	<input type="checkbox"/>	10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) To update equipment list and provide data on government furnished property and contractor provided parts/materials/supplies.

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is to updated equipment list and provide data on government furnished property and contractor provided parts and materials/supplies. This RFQ replaces the previous RFQ entirely. The new solicitation due date is July 31, 2025, 16.00 hrs., Bangkok Time.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	15C. DATE SIGNED	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	16C. DATE SIGNED
			
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	



*Consulate General of the United States of America
Chiang Mai, Thailand*

June 26, 2025

Dear Prospective Quoter:

SUBJECT: Request for Quotation Number 19TH2525Q0007-P0002

The U.S. Consulate General, Chiang Mai invites you to submit a quotation for HVAC equipment preventive maintenance services for U.S. Consulate General, Chiang Mai, Thailand.

Your quotation must be submitted through email marked “Quotation for 19TH2525Q0007-P0002” to cnxbid@state.gov before July 31, 2025, 16:00 hours (Bangkok time). No quotation will be accepted after this time.

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

1. Signed copy of “SF-1449”
2. SECTION 1, Pricing
3. Additional information as required in SECTION 3
4. SECTION 5 Representations and Certifications

Please be advised that all interested parties are required to include Certification regarding compliance with applicable Federal anti-discrimination laws and NDAA Certification as required in SECTION 5, FAR 52.204-24 and FAR 52.204-26.

It is now required for all offerors doing business with the U.S. Government valued at over \$30,000 to register their business on the U.S. Government’s System for Award Management (SAM) at www.sam.gov before submitting a quotation pursuant to FAR 5.204-7.

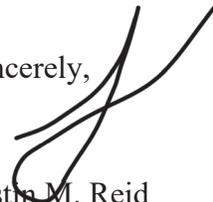
Any questions regarding to this work may be submitted by email in English to cnxprocurement@state.gov no later than July 23, 2025.

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

SENSITIVE BUT UNCLASSIFIED

Should you have question(s) regarding this solicitation, please contact Nitthakan Pusayapaibul by email (pusayapaibuln@state.gov) or telephone (053 908 613) during office hours.

Sincerely,

A handwritten signature in black ink, appearing to read "Justin M. Reid". The signature is stylized with a large, sweeping loop at the end.

Justin M. Reid
Contracting Officer

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SECTION 1 – THE SECCHEDULE

- SF-1449 cover sheet
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- **Exhibit B - Additional Security Requirements**
- **Exhibit C – DD Form 254 Contract Security Classification Specification**

SECTION 2 – CONTRACT CLAUSES

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

SECTION 3 – Instruction to Offeror

SECTION 4 – Evaluation Factors

SECTION 5 - Representations and Certifications

1.SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NUMBER PR15165139		PAGE 5 OF 92	
<i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 19 TH 2525Q0007-P0002	
						6. SOLICITATION ISSUE DATE June 26, 2025	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Contracting Officer				b. TELEPHONE NUMBER(No collect calls) 66 5310 7700	
						8. OFFER DUE DATE/ LOCAL TIME July 31, 2025 / 16:00 PM	
9. ISSUED BY U.S. Consulate General Procurement Office Chiang Mai,		CODE		10. THIS ACQUISITION IS			
				<input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: ___ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
<input type="checkbox"/> SEE SCHEDULE							
15. DELIVER TO U.S.Consulate General Chiang Mai Attn: Facility Management Office		CODE		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFERER		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE	
						U.S. Embassy Bangkok Financial Management Office	
TELEPHONE NO.							
<input type="checkbox"/> 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 <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT
		Preventive Maintenance Service Contract for HVAC equipment, U.S. Consulate General, Chiang Mai. Refer to the attached Scope of Work and Terms and Conditions. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					
						23. UNIT PRICE	24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>	
<input checked="" type="checkbox"/> 27a.SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b.CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ___ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 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 <i>(SIGNATURE OF CONTRACTING OFFICER)</i>			
30b. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>		31c. DATE SIGNED	
				Justin M. Reid			

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CFR) 53.212

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STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48

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SECTION 1 - THE SCHEDULE
 CONTINUATION TO SF-1449
 RFQ NUMBER 19TH2525Q0007
 PRICES, BLOCK 23
 DESCRIPTION/SPECIFICATION, BLOCK 20

1. DESCRIPTION

The US Consulate Chiang Mai requires preventive maintenance services for HVAC equipment in the PCC/CAA Areas. These services shall result in all systems being serviced under this agreement being in good operational condition when activated. See section 6.2.3 for security requirements.

1.1. Type of Contract

This is a firm fixed price contract. Prices for all Contract Line Item Numbers (CLIN) shall include proper disposal of toxic substances as per Item 8.4 where applicable. No additional sums will be payable for any escalation in the cost of materials, equipment or labor, or because of the contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. The contract price will not be adjusted due to fluctuations in currency exchange rates.

1.2. Period of Performance

The contract will be for a period of one-year, with a maximum of four one-year optional periods of performance and will be expected to commence upon notification of substantial completion of the construction contract. The contractor will schedule a time in May each year to perform the on-site work.

2. PRICING

The rates below include all costs associated with providing preventive maintenance services in accordance with the attached scope of work, and the manufacturer's warranty including materials, labor, insurance (see FAR 52.228-4 and 52.228-5), overhead, profit and GST (if applicable).

2.1. Base Year. The Contractor shall provide the services shown below for the base period of the contract and continuing for a period of 12 months.

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service (\$)	Total per year (\$)

001	Air Cooled Modular Chiller	1	Annual	1		
002	Air Handling Units	2	Annual	1		
003	Variable Frequency Drive	4	Annual	1		
004	Exhaust fans, Fan Coil Units, In-row cooling Units	1 Lot	Annual	1		
005	Tech. check reports & Permits	N/A	Annual	1		
006	Defense Base Act Insurance	1	Annual	1		
	Total Base Year (001+002+003+004+005+006)					

2.2. Option Year 1. The Contractor shall provide the services shown below for Option Year 1 of the contract, and continuing for a period of 12 months.)

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service (\$)	Total per year (\$)
101	Air Cooled Modular Chiller	1	Annual	1		
002	Air Handling Units	2	Annual	1		
103	Variable Frequency Drive	4	Annual	1		
104	Exhaust fans, Fan Coil Units, In-row cooling Units	1 Lot	Annual	1		
105	Tech. check reports & Permits	N/A	Annual	1		
106	Defense Base Act Insurance	1	Annual	1		

	Total Base Year (101+102+103+104 +105+106)					

2.3. Option Year 2. The Contractor shall provide the services shown below for Option Year 2 of the contract, and continuing for a period of 12 months.

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service (\$)	Total per year (\$)
201	Air Cooled Modular Chiller	1	Annual	1		
002	Air Handling Units	2	Annual	1		
203	Variable Frequency Drive	4	Annual	1		
204	Exhaust fans, Fan Coil Units, In-row cooling Units	1 Lot	Annual	1		
205	Tech. check reports & Permits	N/A	Annual	1		
206	Defense Base Act Insurance	1	Annual	1		
	Total Base Year (201+202+203+204 +205+206)					

2.4. Option Year 3. The Contractor shall provide the services shown below for Option Year 3 of the contract, and continuing for a period of 12 months

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service (\$)	Total per year (\$)
301	Air Cooled Modular Chiller	1	Annual	1		
002	Air Handling Units	2	Annual	1		

303	Variable Frequency Drive	4	Annual	1		
304	Exhaust fans, Fan Coil Units, In-row cooling Units	1 Lot	Annual	1		
305	Tech. check reports & Permits	N/A	Annual	1		
306	Defense Base Act Insurance	1	Annual	1		
	Total Base Year (301+302+303+304+305+306)					

2.5. Option Year 4. The Contractor shall provide the services shown below for Option Year 4 of the contract, and continuing for a period of 12 months

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price / service (\$)	Total per year (\$)
401	Air Cooled Modular Chiller	1	Annual	1		
002	Air Handling Units	2	Annual	1		
403	Variable Frequency Drive	4	Annual	1		
404	Exhaust fans, Fan Coil Units, In-row cooling Units	1 Lot	Annual	1		
405	Tech. check reports & Permits	N/A	Annual	1		
406	Defense Base Act Insurance	1	Annual	1		
	Total Base Year (401+402+403+404+405+406)					

2.6. Total for all years:

Base Year	_____	\$
Option Year 1	_____	\$
Option Year 2	_____	\$
Option Year 3	_____	\$
Option Year 4	_____	\$
TOTAL	_____	\$

2.7 Repair option. Repairs are NOT included under this agreement (see 7.1.3) and are to be done outside this contract. However, the Government desires current labor rates in the event that there is an issue discovered during the preventive maintenance of the specified equipment. Please provide your current labor rates in the Repair Option fields below. As stated in 7.1.3 any necessary repairs or parts will be submitted for approval and then billed against a separate PO. The Contractor is not approved to do any additional work without specific authorization from the Contracting Officer.

Repair Labor Rates

Base Year	_____	\$/hr
Option Year 1	_____	\$/hr
Option Year 2	_____	\$/hr
Option Year 3	_____	\$/hr
Option Year 4	_____	\$/hr

3. NOTICE TO PROCEED

Once the facility is substantially completed, currently expected to occur on July 31, 2025, and the contractor has submitted acceptable insurance certificates and copies of all applicable licenses and permits, the Contracting Officer will issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from date of Contract award unless the Contractor agrees to an earlier date) on which performance shall start. The on-site work is expected to be performed in May each year. Actual dates will be approved by the COR based on the needs of the Consulate.

4. EQUIPMENT AND PERFORMANCE REQUIREMENTS

4.1. The Consulate requires the Contractor to maintain the following equipment in a safe, reliable and efficient operating condition. Please see equipment list included in Exhibit A for a more detailed description.

1. ArcticCool Air-Cooled Modular Chiller
2. Daikin Dual Air handler
3. ABB Variable Frequency Drives
4. Associated Equipment, including valves, variable air volume boxes, automatic air valves, etc.

4.2. The Contractor shall provide all necessary managerial, administrative and direct labor personnel, as well as all transportation, equipment, tools, supplies and materials required to perform inspection, maintenance, and component replacement as required to maintain the systems in accordance with this work statement. Under this Contract the Contractor shall provide:

- The services of trained and qualified technicians to inspect, adjust, and perform scheduled preventive maintenance.

4.3. Performance Standards

The chillers, air handling units, and other equipment, shall be clean and in good operating condition upon completion of the service. The preventive maintenance service shall result in the parts of the system serviced being in a condition to operate efficiently and effectively.

5. HOURS OF PERFORMANCE

5.1. The Contractor shall maintain work schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. The Contractor shall deliver standard services between the hours of 7:30 a.m. and 4:30 p.m. Monday through Friday. No work shall be performed on US Government and local holidays. Below is a list of the holidays.

Date (in 2025)	Holiday	US/Thai
Jan 01	New Year's Day	US
Jan 20	Birthday of Martin Luther King, Jr.	US
Feb 17	President's Day	US
April 7	Chakri Memorial Day	Thai
April 14-15	Songkran Festival	Thai
May 5	Coronation Day	Thai
May 26	Memorial Day	US
June 3	H.M Queen Suthida Bajrasudhabimalalakshana's Birthday	Thai
June 19	Juneteenth National Independence Day	US

Jul 04	Independence Day	US
July 28	H.M King Maha Vajiralongkorn Phra Vajiraklaohaoyuhua’s Birthday	Thai
Aug 12	H.M. Queen Sirikit the Queen Mother’s Birthday and Mother’s Day	Thai
Sep 01	Labor Day	US
Oct 13	Columbus Day	US
Oct 23	H.M. King Chulalongkorn the Great Memorial Day	Thai
Nov 11	Veterans Day	US
Nov 27	Thanksgiving Day	US
Dec 5	H.M. King Bhumibol Adulyadej the Great’s Birthday, National Day, and Father’s Day.	Thai
Dec 25	Christmas	US
Dec 31	New Year’s Eve	Thai

6. ACCESS TO GOVERNMENT BUILDINGS AND STANDARDS OF CONDUCT

6.1 General. The Contractor shall designate a representative who shall supervise the Contractor’s technicians and be the Contractor’s liaison with the Consulate. The Contractor’s employees shall be on-site only for contractual duties and not for any other business or purpose. Contractor employees will be given access to the equipment and equipment areas and will be escorted by Consulate personnel.

6.2 Personnel Security. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who to be used on this Contract prior to their utilization. Submission of information shall be made within 30 days of award of contract. **No technician will be allowed on site without prior authorization. Note: this may include cleared personnel if advance notice of visit is not given at least one week before the scheduled visit.**

6.2.1 Vehicles. Contractor vehicles will not be permitted inside the embassy compound without prior approval. If vehicle access is necessary, submit contractor vehicle information (Make, Model, License Plate #) along with a written justification as to why access is necessary. This shall be submitted to the Facility Manager at least one (1) week prior to the visit.

6.2.2 Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the US Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

6.3 Security Clearances. All Work locations under this contractor that are designated as non-CAA areas may be performed by un-cleared American or local workers. However, all work done in CAA and PCC areas shall be performed by cleared American personnel holding a Top Secret (TS) clearance. as needed to complete the services. The Contractor shall work closely with the COR, the Post Facility Manager (FM) or the General Services Officer (GSO). **** See Exhibit B and Exhibit C for special security requirements.**

6.3.1 The Contractor must comply with all the following requirements relating to the protection of U.S. Consulate Chiang Mai personnel, property and compound project information and cooperate fully in all security matters and information that may arise relating to this contract.

Contractor personnel may also be exposed to various documents and signs, including Post notices, event schedules, DoS regulations and conversations or announcements relating to the operation of the U.S. Consulate Chiang Mai and diplomatic personnel. This information should not be shared with anyone not employed by or falling under the protection of the Consulate.

Contractor personnel may be exposed to various documents, such as blueprints, drawings, sketches, notes, surveys, reports, photographs, and specifications, received or generated in conjunction with this contract. These documents contain information associated with diplomatic facilities for the U.S. Department of State. These documents have been marked with the handling designations “Unclassified” or “Sensitive But Unclassified”(SBU) and US Government warnings against reproduction and distribution. These documents require special handling and dissemination restrictions. All handling designations and warnings on original documents must be reproduced on subsequent copies.

The loss, compromise, or suspected compromise or loss of any SBU information, contract related information (personnel files, payroll information, etc.), any post or diplomatic facility related information (documents, notes, drawings, sketches, surveys, reports, exposed film, negatives, or photographs), or ANY information which may adversely affect the security interests of the United States, must be immediately brought to the attention of the Contracting Officer (CO) and Contracting Officer’s Representative (COR).

Photographs of any diplomatic overseas building or facility must be authorized in advance by the COR and Regional Security Officer (RSO), who will establish any controls, limits, and/or restrictions as necessary. Exposed film depicting any Controlled Access Area and/or sensitive equipment must be developed in a U.S.- controlled environment by appropriately cleared personnel. No further dissemination, publication, duplication, or other use beyond that which was requested and approved is authorized without specific, advance approval from DS. DS reserves the right to demand retention of all copies of said photographs and/or negatives, following fulfillment of the previously authorized usage.

Transmission of any information marked Sensitive But Unclassified (SBU) or contract/personnel sensitive information, via the Internet, is prohibited. SBU information can be transmitted via

ProjNet, mail, FedEx (or other commercial carrier) or fax, or hand carried by authorized contractor personnel.

Discussion of U.S. Diplomatic post activities while not on post, to include in homes, hotel rooms, restaurants and all other public places, is prohibited. Any contact with host or third country nationals that seems suspicious (such as undue curiosity in the project or project personnel) shall be reported immediately to the COR and RSO.

The Contractor and its employees shall exercise utmost discretion regarding all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract which has not been made public, except to the extent necessary to perform their required duties in the performance of the contract requirements or as provided by written authorization of the Contracting Officer. All documents and records (including photographs) generated during the performance of work under this contract shall be for sole use of and shall become the exclusive property of the U.S. Government. No article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of the work performed under this contract shall be published or disseminated through any media, to include company or personal websites, without the prior written authorization of the Contracting Officer. These obligations do not cease upon the expiration or termination of this contract or at any other point in time. The Contract shall include the substance of this provision in all subcontracts hereunder.

6.4 Standards of Conduct

6.4.1 General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each Contractor employee shall adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

6.4.3 Neglect of Duties. Neglect of duties is unacceptable. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

6.4.4 Disorderly Conduct. The Contractor shall not condone disorderly conduct, use of abusive or offensive language, quarreling, and intimidation by words, actions, or fighting. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.

6.4.5 Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances which produce similar effects.

6.4.6 Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These circumstances include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; organizing or participating in gambling in any form; and misuse of weapons.

6.4.7 Key Control. The Contractor **will not** be issued any keys. The keys will be checked out by a “Cleared American” escort on the day of service requirements.

6.4.8 Notice to the Government of Labor Disputes. The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.

7. SCHEDULED PREVENTIVE MAINTENANCE

7.1. General

7.1.1. The Contractor shall perform preventive maintenance as outlined in Exhibit A - STATEMENT OF WORK. The objective of scheduled preventive maintenance is to eliminate system malfunction, breakdown and deterioration when units are activated/running.

7.1.2. The Consulate will supply all maintenance parts for this contract. Within 30 days of contract award, the Contractor shall provide a list of recommended maintenance parts to include: hoses, belts, oil, chemicals, coolant, filters (Air, Fuel, Oil), grease, sealant, thermostat, fuses. The Contractor shall only recommend OEM approved replacement parts. The list will also provide at least 2 sources to obtain the materials, including Thai sources. At the end of each visit, the contractor shall inventory the supply of materials, and include a replacement list of maintenance materials after each visit.

7.1.3 The Contractor must supply their own personal hand tools and personal protective equipment. Other tools, such as ladders, cleaning materials, and oil spill containment kits necessary to complete the maintenance requirements, will be provided by the Government. In the bid package, the contractor will supply a list of these tools expected to be on site. After the maintenance visit, the contractor will submit an update to this list as part of the trip report.

7.1.4. Exclusion. This contract does NOT include repair of equipment and replacement of hardware (e.g. bearings, pistons, piston rings, crankshaft, gears.) Hardware replacements will

be separately priced out by the Contractor for the Government's approval and acceptance. The Government has the option to accept or reject the Contractor's quote for parts and reserves the right to obtain similar spare parts from other competitive sources. If required by the Government, the Contractor shall utilize Government-purchased spare parts, if awarded the work. Such repairs/replacements will be accomplished by a separate purchase order. However, this exclusion does not apply if the repair is to correct damage caused by Contractor negligence.

7.1.5. Replacement/repair of any electronic or electrical parts shall be approved by the COR prior to installation of the part. If the Contractor proceeds to replace any electronic or electrical parts without COR approval, the Contractor shall de-install the parts at no cost to the Government.

7.1.6. Stocking of recommended repair parts is at the discretion of the Facility Manager. A recommended spare parts list shall be obtained by the contractor from the manufacturer or distributor and provided to the Facility Manager to procure.

7.1.7. Parts/materials/tools procurement and delivery for the CAA/PCC areas shall be at the discretion of the Regional Security Officer (RSO).

7.2 Checklist Approval

The Contractor shall submit to the COR a schedule and description of preventive maintenance tasks which the Contractor plans to perform. The Contractor shall prepare this schedule and task description in a checklist format for the COR's approval prior to contract work commencement.

7.2.1. The Contractor shall provide trained technicians to perform the service at frequencies stated in Exhibit A and on the equipment called out in this SOW. The technician shall sign off on every item of the checklist and leave a copy of this signed checklist with the COR or the COR's designate after each maintenance visit.

7.2.2. It is the responsibility of the Contractor to perform all the manufacturer's recommended preventive maintenance including preventive maintenance recommended by the manufacturers' technical manuals for the respective equipment.

7.2.3 Additionally, the maintenance contractor shall obtain and keep at the post O&M binders provided by the manufacturers. These binders shall be placed in a location accessible to post personnel to review as needed.

8. PERSONNEL, TOOLS, CONSUMABLE MATERIALS AND SUPPLIES

The Contractor shall provide trained technicians with the appropriate personal tools and testing equipment for scheduled maintenance, safety inspection, and safety testing as required by this Contract.

8.1 Contractor furnished materials include but are not limited to appropriate tools, testing equipment, safety shoes and apparel for technicians, and Personal Protective Equipment. Expendable/consumable items (e.g. hoses, belts, oil, chemicals, coolant, filters (Air, Fuel, Oil), batteries, grease, sealant, thermostat, fuse), will be provided by the Consulate. See 7.1.2.

8.2 Repairs are not included in this contract. See 7.1.3. Exclusions.

8.3 Disposal of used oil, fuel, battery and other toxic substances: The Contractor is responsible for properly containing hazardous substances for disposal by the government. The Consulate will provide the containers as recommended by the Contractor. The Contractor shall not use improper containers or allow hazardous substances to be released into the environment. All material must be correctly prepared for disposal according to local laws.

9. SOFTWARE, LICENSES AND PASSWORDS

Copies of any and all software and licenses needed to control or to adjust the communications module shall be given to the post upon completion of the work.

10. DELIVERABLES

Within 5 day of each maintenance service, provide a typewritten trip report to Post Facilities Manager containing following:

- a) System information (make, model, all device types)
- b) Pass/Fail of each feature and type of component tested. If a device fails, note device type, address and location within Post
- c) Any comments on system (or device) condition pertaining to service life and dependability.
- d) Copies of any readouts from testing equipment
- e) Recommended spare parts and tools.

The following items shall be delivered under this contract:

Description	QTY	Delivery Date	Deliver to
Names, biographic data, police clearance on Contractor personnel (#6.2)	1	30 days after contract award	COR
Certificate of Insurance (#11.2)	1	30 days after contract award	CO

Recommended Spare Parts list (#7.1.2)	1	30 days after contract award, and after each maintenance service.	COR
Trip Report (#10)	1	5 days after each maintenance service	COR
Maintenance Tools (#7.1.3)	1	With bid, and 5 days after each maintenance service.	COR
PM Checklist signed by Contractor's employee (#7.2.1)	1	After completion of each maintenance service	COR
Invoice (#15)	1	After completion of each maintenance service	COR

11. INSURANCE REQUIREMENTS

11.1 Personal Injury, Property Loss or Damage (Liability). The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor's personnel in the performance of this Contract

The Contractor's assumption of absolute liability is independent of any insurance policies.

11.2 Insurance. The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this Contract, whatever insurance is legally necessary.

Workers' Compensation and Employer's Liability

11.3 Worker's Compensation Insurance. The Contractor agrees to provide all employees with worker's compensation benefits as required under local laws (see FAR 52.228-4 "Worker's Compensation and War-Hazard Insurance Overseas").

12. LOCAL LAW REGISTRATION

If the local law or decree requires that one or both parties to the contract register the contract with the designated authorities to ensure compliance with this law or decree, the entire burden of this registration shall rest upon the Contractor. Any local or other taxes which may be assessed against the Contract shall be payable by the Contractor without Government reimbursement.

13. QUALITY ASSURANCE PLAN (QAP).

13.1 Plan. This plan is designed to provide an effective surveillance method to promote effective Contractor performance. The QAP 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 conduct quality assurance to ensure that Contract standards are achieved.

Performance Objective	SOW Para	Performance Threshold
<u>Services.</u> Performs all services set forth in the Statement of Work (SOW)	1 thru 12 & Exhibit A	All required services are performed and no more than one (1) customer complaint is received per month

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

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

13.4. Procedures.

13.4.1 If any Government personnel observe unacceptable services, either incomplete work or required services not being performed, they will immediately contact the COR.

13.4.2 The COR will complete appropriate documentation to record the complaint.

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

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

13.4.5 The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

13.4.6 If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor shall notify the COR. The COR will review the matter to determine the validity of the complaint.

13.4.7 The COR will consider complaints as resolved unless notified otherwise by the complainant.

13.4.8. Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

14. TRANSITIONS/CONTACTS

Within 30 days after contract award, the Contracting Officer may ask the contractor to develop a plan for preparing the contractor to assume all responsibilities for preventive maintenance services. The plan shall establish the projected period for completion of all clearances of contractor personnel, and the projected start date for performance of all services required under this contract. The plan shall assign priority to the selection of all supervisors to be used under the contract.

14.1 On site contact. The following are the designated contact personnel between the U.S. Consulate Chiang Mai and the Contractor

COR

Adam Bliss-Facility Manager

blissaj@state.gov

The Post Control Officer (PCO) will be the contractor's point of contact at the U.S. Consulate Chiang Mai. All questions concerning coordination of service activities while at post shall be directed to the Post Control Officer, with weekly reporting to the COR:

PCO

Tharit Thaikeak (Zo) -Post Control Officer (PCO)

ThaikeakT@state.gov

15. SUBMISSION OF INVOICES

The Contractor shall submit an invoice after each preventive maintenance service has been performed. Invoices must be accompanied by a signed copy of the Maintenance Checklist for the work performed including parts replacement and break down calls, if any. No invoice for preventive maintenance services will be considered for payment unless accompanied by the relevant documentation.

The Contractor should expect payment 30 days after completion of service or 30 days after receipt of invoice at the Consulate payment office, whichever is later. Invoices shall be sent to:

US Consulate General Chiang Mai

4040 Chiang Mai PL

Washington DC 20521-4040

Or email: ChiangmailInvoices@state.gov

EXHIBIT A

Statement of Work

I. GENERAL INFORMATION:

The U.S. Consulate Chiang Mai requires professional services and contractor cost proposals to perform preventive maintenance services of the facility's CAA HVAC System.

II. PROJECT REQUIREMENTS:

DESCRIPTION OF EQUIPMENT *:

**Please see attachment at the end of this sheet for more details*

HVAC system includes an air-cooled modular chiller and dual air-handling units in a lead/lag configuration. Also included are fan coil units and computer room conditioning equipment.

III. GENERAL REQUIREMENTS:

The Contractor under this SOW shall be responsible to carry out all preventive maintenance as outlined in this SOW. *The technician shall sign off on every task specified in the Statement of Work and will provide a typewritten copy of their report to the COR or the COR's designate within five business days of each maintenance visit.*

IV. SCOPE OF WORK - - CHILLERS MAINTENANCE

Contractor shall provide supervision, labor, and personal tools and equipment to perform preventive maintenance. The Consulate will provide maintenance parts and other tools to complete the work, as agreed to prior to the maintenance visit. All personnel working in the vicinity shall wear and /or use safety protection while all work is performed. Any questions or injuries shall be brought to the attention of the Post Occupation Safety and Health Officer (POSHO) **immediately**. Material Safety Data Sheets (MSDS) shall be provided by the Contractor for all HAZMAT materials. Copies shall be provided to the COR for approval.

The Contractor shall replace expendable parts (e.g., filters, belts, hoses, gaskets) that have become worn down due to wear and tear. The Contractor shall **recommend** expendable and common parts **to be kept** on site so that these are readily available for normal maintenance to include: hoses, belts, oil, chemicals, coolant, filters (Air, Fuel, Oil), grease, sealant, thermostat, fuses; in addition to the appropriate tools, testing equipment, cleaning materials, and oil spill containment kits. The contractor **shall** inventory the supply after each visit and **include recommended replacements in the trip report**. Parts are to be OEM approved. Refrigerants are to meet the AHRI_Standard_700-2015 or most recent AHRI Standards.

Reclaimed refrigerants within post compounds are to be retained and stored and may be used if not contaminated. Refrigerants shall be stored in containers clearly indicating the refrigerant type.

SAFETY AND SPECIAL INSTRUCTIONS:

1. Follow site safety procedures and supervisor's instructions.
2. Schedule outage with operating personnel.
3. Use extreme caution when climbing access ladders.
4. Perform applicable lockout/tag out steps of site safety procedures.
5. Lockout and disconnect the main power before tightening the main supply lugs in order to avoid the hazard of electrical shock, which could result in serious personal injury or death.
6. Record and report equipment damage or deficiencies.
7. Review and follow the manufacturer's O&M instructions.
8. Record results in the equipment history log.
9. Allow only qualified personnel to do maintenance work on this equipment.
10. Record results in the equipment history log.
11. Check manufacturer's specifications for the maximum number of plugged tubes.
12. Allow only qualified personnel to do maintenance work on this equipment.

CHILLERS

MAINTENANCE PROCEDURES:

Modular Chiller:

Annually

1. Prior to work, move chiller selector to manual and let run for 1 hour.
2. Visually inspect the chiller.
3. Inspect refrigerant pressures and temperature setpoints
4. Inspect all electrical connections for damage and ensure terminals are tight. Inspect all contactors for pitting and corrosion and replace as necessary. (It is recommended to replace contactors every 5-6 years.)
5. Inspect fuses to ensure they are secure, of correct amperage rating, undamaged and functioning.
6. Energize each compressor and check refrigerant pressures, signs of overheating, and oil leaks. Check for noises and for leaks with an electronic or bubble leak detector. Inspect flared fittings, refrigeration gauges, sight glasses, compressor connections, braze joints, pressure switches, and access ports on Schrader valves.
7. Confirm pump motor and compressor amperage draw and voltage

8. Check and record the fan motor amp draws and voltage. Make sure of proper rotation and lubricate if required.
9. Check that pressure switches and thermostats have correct cut-in and cut-out settings.
10. De-energize each compressor and inspect terminals for pitting, corrosion, and loose connections.
11. Inspect that the oil level is visible in each compressor and not discolored. Take oil samples and analyze for destructive acids, corrosive materials, or metal deposits.
12. Inspect and confirm superheat and sub-cooling temperatures
13. Inspect and record the compressor amperage draws and voltage.
14. Record water/glycol mixture flow to ensure it meets design specifications.
15. Inspect the evaporator entering and leaving temperatures
16. Collect water/glycol mixture sample for analysis
17. Tighten rotalock nuts at the compressors. The recommended torque is 80 lbf for 2 inch and larger and 60 lbf for rotalock nuts smaller than 2 inch.
18. Inspect all copper lines and control capillary tubing to ensure that the lines are separated and not vibrating against one another or the frame or housing.
19. Ensure all refrigeration lines are properly supported to prevent vibration from causing premature failure of copper piping.
20. Inspect all insulation on piping and control sensors. Repair and replace as necessary.
21. Inspect entire plumbing system for leaks.
22. Review logged alarms and look for repetitive trends.
23. If equipped, inspect crankcase heaters to verify proper operation.
24. Sample refrigerant to analyze for moisture or acid.
25. Clean Strainers
26. Remove fan assembly and clean condenser coils using coil cleaner. Do not use pressure washer. Replace fan assembly.
27. Clean evaporators: Isolate, then backflush with tap water.
28. Inspect operating pressures and temperatures and ensure the chiller has a full refrigerant charge.
29. Inspect fan blades for signs of failure, such as hairline fractures in the blade.
30. Clean the chiller and area chiller area.
31. Review logged alarms and look for repeat trends.
32. Document the preventive maintenance task that have been completed and submit to the Government.

Pump Module

33. Ensure that the pump, motor, and the immediate area are clear of dirt, debris, leaves, animal nests, and so forth.
34. Ensure pump mountings are secure, and fasteners are tight to prevent pipe movement and eventual failure.
35. Inspect pump for proper rotation.
36. Check pump for leaks and excessive noise while in operation.

37. Lubricate pumps as recommended by the manufacturer. Refer to the pump manufacturer's operating and maintenance manual for lubricating instructions, if any are required.
38. Test and record the motor amp draw under full load.
39. Test the pump overload protection device. Adjust if necessary.

AIR HANDLING UNITS

MAINTENANCE PROCEDURES:

Housing

1. Clean exterior of air handler cabinet.
2. Inspect doors, handles, latches and hinges for proper operation.
3. Inspect door gaskets for damage and proper seal.
4. Inspect panels for damage.
5. Touch Up any scratches with provided touch-up paint

Filter Section

6. Check the cleanliness of the filters (flat, angle, rigid, bag, HEPA & charcoal) and replace or clean as required.
7. Verify filter gauge and/or switch function properly.
8. Check filter frames (filter tracks) for residual contaminates and clean as necessary.

Cooling Coils

1. Clean cooling coils.
2. Clean condensate drain pan, trap, drain line and adjacent wetted surfaces.

Fan Assembly

3. Check drive kit for damage, loose parts, wear, dirt, and alignment.
4. Check flex connector for damage and wear.
5. Check fan and motor for damage.
6. Check fan motor for leaky bearing seals.
7. Check fan housing, wheel, shaft, frame, inlet vanes and bearings for damage, wear, loose parts, dirt and debris.
8. Check fan base, vibration isolators and thrust restraints for damage, wear, loose parts, dirt and debris.
9. Clean fan segment and fan assembly (supply, return, exhaust).
10. Lubricate fan bearings.

Other:

11. Verify sequence of operation of chiller, and associated equipment
12. Verify damper function of air supply valve boxes.
13. Verify function of Return Air dampers, smoke dampers, etc.
14. Clean variable inlet vanes.
15. Check condition of extended lubrication lines when present.
16. Clean dampers.
17. Inspect air hoods and air louvers for damage and debris.

18. Check, clean and calibrate controls.

MOTOR STARTER /VARIABLE FREQUENCY DRIVE (5 HP TO LESS THAN 100 HP):

MAINTENANCE PROCEDURES:

Annually:

1. Vacuum dust and dirt from heat sink fins
2. Check ventilation fans for proper operation and clean as needed.
3. Check line voltage, motor & output phase balance
4. Complete RCM Procedure CM-0002 (Qualitative Infrared Testing).
5. Visually inspect for broken parts, contact arcing, or any evidence of overheating.
6. Check motor nameplate for current rating and controller manufacturer's recommended heater size (report discrepancy to supervisor).
7. Check line and load connections for tightness (check manufacturer's instructions for torque specifications).
8. Check heater mounting screws for tightness.
9. Check all control wiring connections for tightness.
10. On units equipped with motor reversing capacity, check mechanical interlock.
11. On units equipped with two-stage starting, check dash pots and timing controls for proper operation. Adjust as required.
12. On units equipped with variable speed starters:
 - a. Record the VFD parameter configuration using appropriate tool
 - b. Confirm the VFD doors and covers are in place and properly closed.
 - c. Check tightness of connections to resistor bank.
 - d. Check resistor coils and plates for cracking, broken wires, mounting and signs of overheating. Clean as required.
 - e. Check tightness of connections to drum controller.
 - f. Check contacts of drum controller for arcing and overheating. Apply a thin film of lubricant to drum controller contacts and to rotating surfaces.
13. Check starter contact connections by applying a thin film of black contact grease to line and load stabs, operate contacts and check surface contact.
14. Lubricate all moving parts with proper lubricant.
15. Clean interior of cabinet.
16. Clean exterior of cabinet.
17. Energize circuit and check operation of starter and any pilot lights. Replace as required.

OTHER MAINTENANCE ITEMS

Fan Coil Units:

1. FCU Motors are permanently lubricated and do not require field lubrication
2. Verify motor hardware is properly fastened. Replace any damaged mounting components

3. Clean blower wheel and housing from dirt and dust with vacuum cleaner and brush
4. Replace filters as needed
5. Clean coil with soft brush and vacuum cleaner
6. Verify all electrical connections
7. Clean and check wall thermostats
8. Check drain lines, ensure they are clear. Clean out algae and/or bacteria growth.
9. Check condensate float switch operation

Miscellaneous:

10. Verify the function of all dampers in the mechanical space including smoke dampers, return air dampers, etc.
11. Exercise all chiller loop valves.

Equipment List:

Equipment	Qty	Manufacturer	Make/Model	Capacity	Note
Modular Scroll Air-Cooled Chiller	1	Arctic	PACVMVO250D7-MM	71.2 Ton	Includes pump module & heat exchanger module
Air Handler Unit (AHU)	2	Daikin	E-MCI-1.9-C-N-380	900 L/s, 3.7 kW	Units are stacked
Variable Frequency Drive (VFD)	3	ABB	ACH580-01-07A6-4+P922		
Exhaust fan	1	ABB	ACH580-01-2A1-4+P922		
	1	Greenheck	QEID-16-300-90-K10		
	2	Loren Cook	120SQN17DF(VF)		
	1	Loren Cook	150QMXHPD17		
	1	Loren Cook	70SQN17DEC		
	3	Loren Cook	90SQN17DH(VF)		
Fan Coil Unit	12	Enviro-Tec	HDD40		
	6	Enviro-Tec	HPP08		
In-row cooling Unit	3	Schneider	ACRC301S		

END OF STATEMENT OF WORK

EXHIBIT B

Additional Security Requirements

Purchase Order Number: 19TH25-25-Q-0007

To provide preventive maintenance services for HVAC equipment at the U.S. Consulate Chiang Mai, Thailand.

1. GENERAL

This task includes security provisions, which are contained in the attached reciprocal DD Form 254, Contract Security Classification Specification, issued by the Bureau of Diplomatic Security, DS/IS/IND. Contractor must maintain a **Top Secret** Facility Clearance issued by Defense Counterintelligence and Security Agency (DCSA) for period of performance.

Public Release of Information

There shall be no press release of information or photographs, to include on company websites, concerning any aspect of design, construction, or other services relating to this contract, or other documents resulting there from, including on public or private websites, without the written prior approval of the Contracting Officer. The contractor shall include the substance of this provision in all subcontracts hereunder.

1. PERSONNEL REQUIREMENTS

Personnel Clearances

The contractor shall provide at least one Final Top Secret cleared individual to perform services in CORE spaces. Contractor personnel requiring access to CAA spaces must possess Secret security clearances. Service performance in the USAID building does not require a security clearance.

Visit Authorization Requests

Visit Authorization Requests (VARs) for all cleared personnel performing on this task at DOS locations, domestically and overseas, are to be sent via e-mail to DSINDOBOVARs@state.gov (with the DS/IS/IND POC copied). A VAR is valid for 12 months; an updated VAR is required 30 days prior to the current VAR expiring.

Country Clearance for Travel to Post/Site

The Contractor must submit to the COR a Country Clearance Request (CCR) for all Contractor and all subcontractor employees visiting the site short term (less than one month) or deploying to the site long term (in excess of one month). CCRs shall be submitted for both cleared and uncleared personnel. The Contractor shall submit CCRs in the format required by the COR. Submission of specified form will result in official notification to the Regional Security Officer (RSO) of contractor personnel arriving at Post, dates of visit or duration of stay, purpose of visit or employee's position with Contractor, security clearance level, and passport or other identifying information. CCRs shall be submitted to COR and the VARs to DS/IS/IND at least 14 business days prior to site arrival date. **Admission to Post by the RSO and appropriate badging for access are dependent upon receipt of Country Clearance Requests and VARs prior to arrival.**

Standards of Conduct

Contractor personnel assigned to the contract shall observe appropriate standards of conduct and other appropriate Departmental regulations, as well as any special standards of conduct promulgated by the local embassy/post to govern U.S. Government personnel. Non-adherence to the provisions of the above may subject Contractor personnel to removal at the Contractor's expense.

Removal of individual Contractor employees for cause

A determination to remove a Contractor employee from Post, or from contract performance at a domestic facility, due to misconduct or unsuitability may involve, but is not limited to, the following types of misconduct or delinquency that may be documented by the Regional Security Officer or DS/IS/IND:

- Notoriously disgraceful conduct, to include the frequenting of prostitutes, engaging in public or promiscuous sexual relations, spousal abuse, neglect or abuse of children, manufacturing or distributing pornography, entering into debts the employee could not pay, or making use of one's position or immunity to profit or to provide favor to another or to create the impression of gaining or giving an improper favor.
- Failure to report notoriously disgraceful conduct and/or non-compliance of other employees (DoS, Contractor or foreign national) in accordance with existing Post and Department of State policies and regulations.
- Neglect of duty, unsatisfactory performance, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, refusing to render assistance/cooperate in upholding the integrity of the objectives of this contract.
- Falsification or unlawful concealment, removal, mutilation or destruction of any document or record, or concealment of material facts by willful omissions from documents or records. Improper use of credentials, badges or official papers.
- Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Participation in disruptive activities that interfere with the normal efficient operations of the worksite.
- Theft, vandalism, immoral conduct, or any other criminal action under U.S. or host country law.
- Selling, consuming or being under the influence of drugs, or other illegal substances that produce similar effects.
- Abuse of alcohol.
- Any evidence that would indicate that the individual is guilty of security violations including black market dealings, currency manipulation, violations of the post contact policy regarding criteria country nationals, espionage or treason.
- Noncompliance with post security and reporting policies.

2. BRIEFING AND REPORTING REQUIREMENTS:

Security Briefings

All U.S. citizens will be required to attend Contractor-provided initial, pre-deployment, and continuing security awareness briefings regarding policies and procedures for the protection of classified, SBU and unclassified information, and the contractual security requirements contained in this Attachment to the DD Form 254. Contractor shall maintain a copy of signed briefing acknowledgements for each employee performing on the contract.

Upon arrival at an overseas Post/Site, all American personnel will be required to attend initial and subsequent periodic security briefings by the RSO, or designee. All personnel must attend a debriefing by the RSO, or designee. Additional debriefing may be requested by Diplomatic Security, either at post/site prior to departure and/or at the Contractor's location.

Personal (unofficial) travel outside of the project country

Cleared contractor personnel must report all unofficial travel to the RSO one week prior to departure. RSO will arrange appropriate travel briefing/debriefing through the RSO when the itinerary includes transit through or visit to a Prohibited Countries List country. Domestically, contractors should report unofficial travel which includes transit through or visit to a Prohibited Countries List country to DS/IS/IND.

Suspicious Contact Reports (SCRs)

Any contact with host or third country nationals that seems suspicious (such as undue curiosity as to the purpose of presence in country, requests for information regarding the project or project personnel), or attempts to establish suspicious recurring contact beyond routine professional or personal services, shall be reported immediately to the RSO. Reporting of suspicious contacts requires filing a DS-1887 form, which can be obtained from the RSO. When completed, the form should be returned to the RSO for any necessary investigative action and for submission to Diplomatic Security's Counterintelligence Division (DS/CI). Additionally, the company FSO shall submit a Suspicious Contact Report to the DCSA Industrial Security Representative (in accordance with the NIPSOM) and DS/IS/IND.

Reporting of suspicious incidents occurring at off-site locations or during travel to/from the project site Avoid discussing project and post activities while not on the site, to include in hotel rooms, restaurants and all other public places. Report any suspicious or actual incidents, any contact with the local authorities, or undue attention or surveillance of project personnel or the project site.

Foreign Contact Reporting

All contractors at the project site must adhere to the foreign contact reporting requirements specific to each project site, as briefed by the RSO, which may include all unofficial contact with nationals from specific HUMINT threat countries, the reporting of close and continuing social contact with foreign nationals, cohabitation with foreign nationals, and non-project related personal business and/or financial relationships with any foreign nationals. Reporting of foreign contacts requires filing a DS-1887 form, which can be obtained from the RSO. When completed, the form should be returned to the RSO for any necessary investigative action and for submission to Diplomatic Security's Counterintelligence Division (DS/CI). If investigative action results in information of which the contractor should be aware, the reporting contractor will be briefed by the RSO.

Reporting Marriage, Intent to Marry, Cohabitation or Other Continuing Bonds of Affection with Foreign Nationals

Cleared contractor personnel working at DoS locations must report marriage, impending marriage, cohabitation and other continuing bonds of affection with foreign nationals to the RSO and DS/IS/IND, in accordance with 12 FAM 270.

Reporting Adverse Financial Situation and Certain Arrests

Cleared contractor personnel working on DoS contracts must report to DS/IS/IND, through their Facility Security Officer, wage garnishments, credit judgments, repossessions, tax liens, bankruptcies, and/or intentions to file for bankruptcy. Cleared contractors must also report adverse involvement with law enforcement agencies to include: Arrests, other than minor traffic violations, for which a fine or forfeiture of \$150 or more was imposed; or arrests for "driving under the influence" or "driving while intoxicated." Arrests must be reported in a timely fashion (i.e., within 72 hours). Reporting must not be delayed pending the conclusion of any judicial action. Contractors arrested or detained overseas for reasons listed above, or for any reason, must report to RSO and DS/IS/IND.

Dual Citizenship

Cleared contractors contemplating applying for citizenship with a foreign country must report this fact to their Contracting Officer's Representative (COR) and DS/IS/IND when any act is initiated in furtherance of obtaining foreign citizenship.

3. SUBCONTRACTING REQUIREMENTS:

DD Forms 254 for Subcontractors

The prime Contractor must request a DD Form 254 for all cleared subcontractors performing on this contract. Requests for DD Forms 254 must be forwarded via e-mail to DS_IND_OBOTeam@state.gov, prior to Subcontractor (or prospective subcontractor) access to any classified information or deployment to the site. DD Forms 254 issued by DS/IS/IND will be forwarded to the prime contractor for distribution to subcontractors. Contractors are not authorized to issue their own subcontractor DD Forms 254.

4. HANDLING/MARKING REQUIREMENTS [CLASSIFIED & SENSITIVE BUT UNCLASSIFIED (SBU)]

Security Classification Guide

All documents, such as blueprints, drawings, sketches, notes, surveys, reports, photographs, exposed film, negatives, specifications, scopes of work, lists of Government Furnished Equipment and any other material received or generated in conjunction with this task, shall be classified, marked and handled in accordance with the Security Classification Guide (SCG) for Design and Construction of Overseas Facilities dated July 2018, which identifies the specific types of information associated with diplomatic construction projects, and the level of classification for such information.

Protection of Classified and SBU Information

The Contractor and all Subcontractors must comply with all Department of State (DOS) and Department of Defense (DOD) requirements relating to the protection of classified and Sensitive But Unclassified (SBU) information and cooperate fully in all security matters that may arise relating to this contract.

The loss, compromise, or suspected compromise or loss of any classified information (documents, notes, drawings, sketches, surveys, reports, exposed film, negatives, or photographs) or ANY information which may adversely affect the security interests of the United States, must be immediately brought to the attention of the Contracting Officer, the DoS COR listed on the reciprocal DD 254 and DS/IS/IND, point of contact listed at the bottom of Item 13 of the reciprocal DD Form 254.

Disposition and Retention of Task/Project Information

All classified and SBU material, including copies and reproductions and classified information stored on approved IS (Information Systems) and classified or SBU electronic media, received or generated in the performance of this task, shall be returned to the CO upon completion of the project unless the material has been destroyed or retention of the material is authorized in accordance with the National Industrial Security Program Operating Manual (NISPOM). Retention authority for classified material can be requested from DS/IS/IND, which shall coordinate an approval letter with the CO. Classified and SBU material shall be returned or destroyed within 120 days after final delivery of project drawings and specifications and any other services; or 120 days after completion or termination of the project.

Project Generated Information at Contractor's Facility – Disposal/Destruction Plan

The Contractor FSO shall develop a waste paper disposal/destruction plan for all task related paper documents and drawings generated at their facility. Waste paper includes any DoS, OBO, contract or project documentation related to contract personnel matters, working papers, contract deliverables, submittals, correspondence, schedules, warranty and equipment manuals, any drawings regardless of sensitivity and all other task related paper. All paper produced in Contractor and subcontractors' offices relating to this contract shall be collected separately from refuse, garbage and material, and disposed of in accordance with the plan. Contractor shall provide appropriate means of disposal for both Sensitive But Unclassified and classified information. Sensitive But Unclassified information must be destroyed by cross-cut shredder (residue must be 1/32 inch width by 1/2 inch length or smaller), burned beyond reconstruction, or disintegrated, just as classified information is required to be destroyed. Task related waste paper may not be put into commercial trash containers for removal.

Project Related Classified Working Papers, As-Builts and other Classified Generated at Post

Contractors are not authorized to hand-carry classified material overseas. Classified information required for use at Post will be provided by the OBO COR. Any classified information to be generated electronically at Post must be generated in DoS secure spaces on secure computers, coordinated with RSO. Project related classified material generated while at the Post must be delivered to the RSO for transmission to OBO by classified Diplomatic Pouch or authorized DoS courier. Secure fax or DoS Classified LAN (CLAN) can be utilized when coordinated with the COR. All classified materials given to the RSO for transmission must be appropriately marked with appropriate classification markings (unclassified, SBU, SBU/NOFORN,

Confidential or Secret), government warnings against reproduction and distribution and bear the proper name of the site/project. Unmarked submittals shall be returned to the prime for classification and marking prior to transmission. Upon delivery of the classified material to OBO, the OBO COR will arrange for the return of the classified material to the contractor's cleared facility via appropriate means.

All project related working papers and drawings to be removed from the Post shall be reviewed by RSO or designated Contractor document security manager one (1) day prior to departure, to ensure that classified material has not been generated and is not hand-carried back to Contractor facility.

Only SBU and unclassified project documentation may be hand-carried back to contractor facility for storage/disposal. Contractor shall maintain positive, personal control over documentation at all times.

Photographs

Photographs of any diplomatic overseas building or facility must be authorized in advance by the DoS Regional Security Officer (RSO), or DoS COR, who will establish any controls, limits, and/or restrictions as necessary. Exposed film depicting any Controlled Access Area and/or sensitive equipment must be developed in a U.S.- controlled environment. The contractor shall submit all CAA photographs taken by digital cameras and stored on electronic media to the RSO or COR for review. Written approval for removal from the site must be obtained by the Government reviewer. Any photographs or storage media (memory cards) determined to be classified shall be turned over to the RSO to forward via classified Diplomatic Pouch. No further dissemination, publication, duplication, or other use beyond that which was requested and approved is authorized without specific, advance approval from DS. DS reserves the right to demand retention of all copies of said photographs and/or negatives, following fulfillment of the previously authorized usage.

5. TRANSMISSION REQUIREMENTS FOR SBU:

Transmission of Sensitive But Unclassified (SBU)

SBU information via the Internet is prohibited, in accordance with the Security Classification Guide (SCG) for Design and Construction of Facilities Overseas, dated Brie. SBU information can be transmitted via ProjNet, mail, GSA Schedule 48 commercial carriers or fax, as outlined in the SCG, or hand-carried by authorized contractor personnel.

When it is deemed necessary to take personal or contractor-owned laptops, Personal Digital Assistants (PDAs), smart phones (such as BlackBerrys), cell phones, digital cameras or any other electronic processing media outside a cleared facility, or overseas, to process or store any DoS project information (on or off the site), the following guidelines must be adhered to:

The device must have its hard drive encrypted using any product on the IT CCB list, or any NIST approved product. (NIST approved products can be found at <http://csrc.nist.gov/groups/STM/cmvp/validation.html>) An overwrite utility software must be used to remove all previous data in the following manner: A first overwrite pass using the number '1'; A second overwrite pass using the number '0'; and a third overwrite pass using ANY character. Transmission/storage of classified information on laptops, PDAs, smart phones or digital cameras is not authorized.

Electronic media which contains DoS project information MUST be hand-carried at all times, both domestically and overseas. This equipment shall NOT be checked with luggage. It must remain in the carrier's possession at all times. Any loss or compromise of electronic media containing project information must be reported to DS/IS/IND immediately.

Separate packaging of electronic media and hardcopy material

The Contractor and any associated subcontractors will package all paper documents and drawings separately from electronic media, regardless of its classification. Specifically, electronic media (such as CDs) will be transported in electronic media packages that contain no other hard copies of any kind, beyond that of transfer/receipt documentation. Paper drawings and documents will be packaged separately.

Double-wrapping and addressing of packages

For all shipping methods, the prime contractor and any associated subcontractors will ensure that all project documentation, regardless of classification, is double-wrapped with both layers addressed properly and labeled with the sender's address. Document tracking receipts should be packaged inside the inner wrapping with the materials the receipt describes. No indication of the classification or sensitivity should appear on the outer wrapper. Unclassified and SBU packages addressed to overseas facilities or sites may not have the words "blueprints" or "drawings" displayed on the outer wrapper.

Packaging heavy materials in appropriate containers

In applying the above double-wrapping and addressing procedures, items sent via US mail or commercial carrier weighing more than one (1) pound shall be double wrapped and then the package shall be enclosed within an appropriately sized double-walled box or, for rolled drawings, a manufactured mailing tube. Unclassified and SBU packages addressed to overseas facilities or sites may not have the words "blueprints" or "drawings" displayed on the outer wrapper.

EXHIBIT C
DD FORM 254 - CONTRACT SECURITY CLASSIFICATION SPECIFICATION

CLASSIFICATION (When filled in): **Unclassified**

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the National Industrial Security Program (NISP) apply to all security aspects of this effort involving classified information.)</i>		OMB No. 0704-0567 OMB approval expires: June 30, 2025
The public reporting burden for this collection of information, 0704-0567, is estimated to average 70 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.		
RETURN COMPLETED FORM AS DIRECTED IN THE INSTRUCTIONS.		
1. CLEARANCE AND SAFEGUARDING		
a. LEVEL OF FACILITY SECURITY CLEARANCE (FCL) REQUIRED <i>(See Instructions)</i> Top Secret	b. LEVEL OF SAFEGUARDING FOR CLASSIFIED INFORMATION/ MATERIAL REQUIRED AT CONTRACTOR FACILITY None	
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable.)</i> <input type="checkbox"/> a. PRIME CONTRACT NUMBER <i>(See instructions.)</i> <input type="checkbox"/> b. SUBCONTRACT NUMBER <input type="checkbox"/> c. SOLICITATION NUMBER DUE DATE (YYYYMMDD) <input checked="" type="checkbox"/> 19TH25-25-Q-0007	3. THIS SPECIFICATION IS: <i>(X and complete as applicable.)</i> <input checked="" type="checkbox"/> a. ORIGINAL <i>(Complete date in all cases.)</i> DATE (YYYYMMDD) 20250319 <input type="checkbox"/> b. REVISED <i>(Supersedes all previous specifications.)</i> REVISION NO. DATE (YYYYMMDD) <input type="checkbox"/> c. FINAL <i>(Complete Item 5 in all cases.)</i> DATE (YYYYMMDD)	
4. IS THIS A FOLLOW-ON CONTRACT? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <i>If yes, complete the following:</i> Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.		
5. IS THIS A FINAL DD FORM 254? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <i>If yes, complete the following:</i> In response to the contractor's request dated _____, retention of the classified material is authorized for the period of: _____		
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>		
a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE(S) (CSO) <i>(Name, Address, ZIP Code, Telephone required; Email Address optional)</i>
7. SUBCONTRACTOR(S) <i>(Click button if you choose to add or list the subcontractors -- but will still require a separate DD Form 254 issued by a prime contractor to each subcontractor)</i>		
a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE(S) (CSO) <i>(Name, Address, ZIP Code, Telephone required; Email Address optional)</i>
8. ACTUAL PERFORMANCE <i>(Click button to add more locations.)</i>		
a. LOCATION(S) <i>(For actual performance, see instructions.)</i> Department of State locations	b. CAGE CODE <i>(If applicable, see Instructions.)</i> 19AQMM	c. COGNIZANT SECURITY OFFICE(S) (CSO) <i>(Name, Address, ZIP Code, Telephone required; Email Address optional)</i>
9. GENERAL UNCLASSIFIED DESCRIPTION OF THIS PROCUREMENT To provide preventive maintenance services for HVAC equipment at the U.S. Consulate Chiang Mai, Thailand.		

CLASSIFICATION (When filled in): **Unclassified**

10. CONTRACTOR WILL REQUIRE ACCESS TO: <i>(X all that apply. Provide details in Blocks 13 or 14 as set forth in the instructions.)</i>		
<input type="checkbox"/> a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION <input type="checkbox"/> b. RESTRICTED DATA <input type="checkbox"/> c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION (CNWDI) <i>(If CNWDI applies, RESTRICTED DATA must also be marked.)</i> <input type="checkbox"/> d. FORMERLY RESTRICTED DATA e. NATIONAL INTELLIGENCE INFORMATION: <input type="checkbox"/> (1) Sensitive Compartmented Information (SCI) <input type="checkbox"/> (2) Non-SCI	<input type="checkbox"/> f. SPECIAL ACCESS PROGRAM (SAP) INFORMATION <input type="checkbox"/> g. NORTH ATLANTIC TREATY ORGANIZATION (NATO) INFORMATION <input type="checkbox"/> h. FOREIGN GOVERNMENT INFORMATION <input type="checkbox"/> i. ALTERNATIVE COMPENSATORY CONTROL MEASURES (ACCM) INFORMATION <input type="checkbox"/> j. CONTROLLED UNCLASSIFIED INFORMATION (CUI) <i>(See instructions.)</i> <input checked="" type="checkbox"/> k. OTHER (Specify) <i>(See instructions.)</i> <input checked="" type="checkbox"/> k.1. SENSITIVE BUT UNCLASSIFIED INFORMATION (SBU)	
11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL: <i>(X all that apply. See instructions. Provide details in Blocks 13 or 14 as set forth in the instructions.)</i>		
<input checked="" type="checkbox"/> a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY <i>(Applicable only if there is no access or storage required at contractor facility. See instructions.)</i> <input type="checkbox"/> b. RECEIVE AND STORE CLASSIFIED DOCUMENTS ONLY <input type="checkbox"/> c. RECEIVE, STORE, AND GENERATE CLASSIFIED INFORMATION OR MATERIAL <input type="checkbox"/> d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE <input type="checkbox"/> e. PERFORM SERVICES ONLY <input checked="" type="checkbox"/> f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	<input type="checkbox"/> g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER <input type="checkbox"/> h. REQUIRE A COMSEC ACCOUNT <input type="checkbox"/> i. HAVE A TEMPEST REQUIREMENT <input type="checkbox"/> j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS <input type="checkbox"/> k. BE AUTHORIZED TO USE DEFENSE COURIER SERVICE <input type="checkbox"/> l. RECEIVE, STORE, OR GENERATE CONTROLLED UNCLASSIFIED INFORMATION (CUI). <i>(DoD Components: refer to DoDM 5200.01, Volume 4 only for specific CUI protection requirements. Non-DoD Components: see instructions.)</i> <input checked="" type="checkbox"/> m. OTHER (Specify) <i>(See instructions.)</i> <input type="checkbox"/> m.1. REQUIRE CONNECTIVITY TO DEPT. STATE COMPUTER SYSTEM <input checked="" type="checkbox"/> Overseas access to classified information at Department of State locations only	
12. PUBLIC RELEASE Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the National Industrial Security Program Operating Manual (NISPOM) or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for review and approval prior to release to the appropriate government approval authority identified here with at least office and phone contact information and if available, an e-mail address. <i>(See instructions)</i>		
<input type="checkbox"/> DIRECT	<input checked="" type="checkbox"/> THROUGH <i>(Specify below)</i>	Public Release Authority: Department of State, DS/IS/IND, SA-20, 13th Floor, Washington, DC 20520
13. SECURITY GUIDANCE The security classification guidance for classified information needed for this effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. <i>(Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. The field will expand as text is added. When removing any expanded text area, use delete key or backspace key, then click out of the text field for it to shrink after the text has been deleted. Also allows for up to 6 internal reviewers to digitally sign. See instructions for additional guidance or use of the fillable PDF.)</i>		
[DD Form 254 Section 13 Security Guidance is provided separately starting on page 4.]		
List of Attachments (All Files Must be Attached Prior to Signing, i.e., for any digital signature on the form)		

13. SECURITY GUIDANCE.

The security classification guidance for classified information needed for this effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended.

Contractor personnel assigned to this contract shall possess a TOP SECRET or SECRET personnel security clearance, commensurate with their level of access, issued by the Defense Counterintelligence and Security Agency (DCSA), prior to contract performance. Uncleared individuals specifically authorized by the Contracting Officer's Representative (COR) to perform on-site in DOS facilities, only on unclassified portions of the contract and/or in areas not requiring cleared access must still be processed for DOS personal identification cards (badges) in accordance with the DOS Personal Identification Card Issuance Procedures.

Visit Authorization Requests (VARs) for all cleared personnel performing on the contract at DOS locations are to be sent to DS/IS/IND via email to: DS_IND_contractorVARS@state.gov. A VAR is valid for 12 months; a VAR is required to be renewed 30 days prior to the current VAR expiring. Updated VARs are required when cleared personnel have a change to access level. A VAR cancellation must be submitted when cleared personnel are no longer performing on contract or no longer require access to classified. The Facility Security Officer (FSO) shall submit VAR cancellations within 72 hours of contract departure to DS_IND_contractorVARS@state.gov. VARs must be sent using the approved VAR form found at <https://www.state.gov/industrial-security/>. VARs must also be on file with DS/IS/IND for all personnel requiring access to ProjNet-C.

All DD Forms 254 for proposed subcontractors required to provide cleared personnel shall be forwarded to DS/IS/IND via email to DS_IND_OBOTeam@state.gov for generation and certification prior to issuance to the subcontractor and prior to access to any classified information or controlled access areas. DD Forms 254 issued by DS/IS/IND will be provided to the prime for distribution to subcontractors, prior to subcontractor access to any classified information or spaces. Contractors are not authorized to issue their own subcontract DD Forms 254. Requests should indicate if sub requires access to ProjNet-C.

All contract materials generated by the contractor shall be marked in accordance with the Security Classification Guide for Design and Construction of Overseas Facilities, included in Section J of the contract/RFP. The contractor shall not declassify or sanitize any classified information received or generated in connection with performance of this contract without the prior approval of DOS.

The loss, compromise, or suspected compromise of any classified or SBU information regarding this contract shall be reported immediately to the COR and DS/IS/IND. No public release of information regarding this contract shall be made without the prior approval of the Contracting Officer and DS/IS/IND.

While at DOS locations, the contractor shall comply with applicable DOS regulations relative to protection of classified and/or sensitive information, including the National Industrial Security Program Operating Manual (NISPOM) (32 CFR Part 117) and 12 Foreign Affairs Manual (FAM) 500 and 600. DS/IS/IND is responsible for reviewing contractors assigned to DOS locations.

Security clearance requirements for contractors accessing DOS domestic or overseas information systems shall be in accordance with 12 FAM 600. Furthermore, citizens of specifically designated human intelligence and/or technical intelligence threat countries shall not develop, modify, or perform maintenance on software developed for use on DOS computer systems without approval by DS/CTS.

Transmittal of classified and SBU information between prime and subcontractors, between designated subcontractors, and to DOS, shall be strictly in accordance with Sections D, E, and H of the contract.

The contractor does not have DCSA approved safeguarding; therefore, no discussion, generation or storage of classified information shall take place at the contractor facility. However, the Security Classification Guide for Design and Construction of Overseas Facilities, included in Section J of the contract/RFP, shall be utilized for identification and handling of SBU and SBU/NOFORN at the contractor's facility and handling of classified information at DOS locations.

13. SECURITY GUIDANCE.

DCSA approved safeguarding is not required; therefore, no discussion, generation or storage of classified information shall take place at the contractor facility. However, the Security Classification Guide for Design and Construction of Overseas Facilities, included in Section J of the contract/RFP, shall be utilized for identification and handling of SBU and SBU/NOFORN at the contractor's facility and handling of classified information at DOS locations.

POC FOR COORDINATING CLASSIFIED TRANSMISSIONS/DELIVERIES: ¿FSO Name, Phone # and email address¿

¿COMPANY NAME¿ has DCSA approval to operate a classified Information System (IS). This DD Form 254 authorizes the contractor to generate and process DOS classified information on their DCSA approved IS as long as the certification from DCSA remains valid. Marking and handling of electronic media shall be IAW the SCG and the NISPOM. DS/IS/IND should be notified of any changes in IS approval status.

All processing, storage, and transmission of SBU data on static and portable electronic media shall be in accordance with Section H of the contract. DS/IS/IND is responsible for inspecting contractor activities at DOS locations.

Contract company Facility Security Officers (FSOs) shall immediately report any adverse information concerning any cleared contractor employees performing on DOS contracts to DCSA in accordance with the NISPOM and to DS/IS/IND in accordance with Section H of the contract and 12 FAM 576.

Contractor personnel working on DOS contracts must report impending marriage, cohabitation and other continuing bonds of affection with foreign nationals to the COR and DS/IS/IND, in accordance with Section H of the contract and 12 FAM 270.

All FAM references can be viewed on the DOS website, www.state.gov

CO (Santo Domingo FM): Adam Bliss, BlissAJ@state.gov, +66-5390-8622
DS/IS/IND point of contact: Maria Sivo, SivoMM@state.gov, 571-345-3012

SECTION 2 - CONTRACT CLAUSES

52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023) IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025) (DEVIATION FEB 2025)

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

___ (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](#)).

___ (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).

__ (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 shall 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](#), Post award Small Business Program Representation (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).

(32) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jan 2025)([E.O. 13126](#)).

(33) [Reserved]

(34) [Reserved]

(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).

(39)

(i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) (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.*).

__ (46) [52.223-23](#), Sustainable Products and Services (May 2024) [(DEVIATION FEB 2025)] ([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).

X (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](#)).

X (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](#)).

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

___ (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

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

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

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

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

(e)

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

(x) [Reserved]

(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 (Nov 2021) (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 (Jan 2025)(DEVIATION FEB 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 shall have access to and right to—

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

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial 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 shall 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) [Reserved]

(J) [Reserved]

(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 (Nov 2021) (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 shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at www.irs.gov/w14.

- (2) If the Contractor is a foreign person and has indicated in its offer in the provision [52.229-11](#), Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall—
- (i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under [26 U.S.C. 5000C](#); and
 - (ii) Comply with paragraph (c)(1) of this clause.
- (d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.
- (e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the [26 U.S.C. 5000C](#) tax are adjudicated by the IRS as the [26 U.S.C. 5000C](#) tax is a tax matter, not a contract issue.
- (f) Taxes imposed under [26 U.S.C. 5000C](#) may not be—
- (1) Included in the contract price; nor
 - (2) Reimbursed.
- (g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of clause)

ADDENDUM TO CONTRACT CLAUSES
FARAND 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](https://www.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](https://www.e-cfr.gov) to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

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

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023)
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)
52.228-3	WORKERS’ COMPENSATION INSURANCE (Defense Base Act) (JUL 2014)
52.228-5	INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES
(JAN 2025) (DEVIATION FEB 2025)

THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed five (5) years. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

(End of clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **Five (5) years**.

(End of clause)

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

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

(End of clause)

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. “John Smith, Office of Human Resources, ACME Corporation Support Contractor”);
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.215-70 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, shall 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 shall 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).

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

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

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

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

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

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

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

(End of clause)

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (FEB 2015)

(a) The Department of State observes the following days as holidays:

January	New Year's Day	American Holiday
January	Martin Luther King, Jr's Birthday	American Holiday
February	Presidents' Day	American Holiday
April	Chakri Day (observed)	Thai Holiday
April	Songkran Festival (observed)	Thai Holiday
May	Coronation Day (Observed)	Thai Holiday
May	Memorial Day	American Holiday
June	H.M. Queen Suthida Bajrasudhabimalalakshana's Birthday	Thai Holiday
June	Juneteenth National Independence Day	American
Jul	Independence Day	American Holiday

Jul	H.M. King Maha Vajiralongkorn Bodindradebpayavarangkun's Birthday	Thai Holiday
August	H.M. Queen Sirikit's Birthday	Thai Holiday
September	Labor Day	American Holiday
October	Columbus Day	American Holiday
October	Chulalongkorn Day	Thai Holiday
November	Veterans' Day	American Holiday

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

(b) When New Year’s Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; if it falls on Saturday the preceding Friday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor’s personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

- (1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.
- (2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any “Excusable Delays” clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractors accounting policy.

(End of clause)

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

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

The COR for this contract is Facility Management Officer

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

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

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

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

SECTION 3 - SOLICITATION PROVISIONS

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:

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

The offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>]

2. Information demonstrating the offeror's ability to perform, including:

2.1 For vendors based in Thailand, evidence that the offeror/quoter operates an established business with a permanent address and telephone listing; in THAILAND

- Business Registration in Thailand
- Company Profile
- Product and Service
- Representation and Certifications

2.2. The offeror shall provide proof of SAM registration to include the SAM UEI number.

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

3. List of clients over the **past Three (3) 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):

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

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

4. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work. This also includes evidence and qualifications of Person of Contact (POC) who will be responsible for performing the task and coordination with COR.
5. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.
6. The offeror shall submit:
 - (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
 - (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
 - (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
 - (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or**
(2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

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](https://www.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](https://www.e-cfr.gov) to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE:

<u>PROVISION</u>	<u>TITLE AND DATE</u>
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52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
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)
52.237-1	SITE VISIT (APR 1984)

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 Counsellor, at U.S. Embassy Bangkok; Tel: (02)205-4000 . For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ **to include the technical information required by Section 3.**
- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - Adequate financial resources or the ability to obtain them;
 - Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - Satisfactory record of integrity and business ethics;
 - Necessary organization, experience, and skills or the ability to obtain them;
 - Necessary equipment and facilities or the ability to obtain them; and
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS

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

THE FOLLOWING FAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

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

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

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020)

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

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

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

(b) *Prohibition.*

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

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

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or

services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

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

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

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

(d) *Representation.* The Offeror represents that—

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

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

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

(e) *Disclosures.*

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

(i) For covered equipment—

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

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

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

(ii)For covered services—

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

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

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

(i)For covered equipment—

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

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

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

(ii)For covered services—

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

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

(End of provision)

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

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

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

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

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

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS
AND COMMERCIAL SERVICES (MAY 2024) (DEVIATION FEB 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 at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the *United States*; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

- (1) Directly by a parent corporation; or
- (2) Through another *subsidiary* of a parent corporation

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

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

- (1) Not less than 51 percent of which is owned 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*—That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

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

<i>Line Item No.</i>	<i>Country of Origin</i>

[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:

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

[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:

<i>Line Item No.</i>

[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:*

<i>Line Item No.</i>	<i>Country of Origin</i>

[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:

<i>Line Item No.</i>	<i>Country of Origin</i>

[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) [Reserved]

(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.

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS – NOTICE AND REPRESENTATION (JUN 2020)

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

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

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

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

- (1) A citizen or resident of the United States;
 - (2) A domestic partnership;
 - (3) A domestic corporation;
 - (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31));
- and
- (5) Any trust if—
 - (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
 - (ii) One or more United States persons have the authority to control all substantial decisions of the trust.

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

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the

Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

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

(1) It is is not a foreign person; and

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

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

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

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

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

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

(End of provision)

[NOTE to Contracting Officer: Information and current copies of the IRS Form W-14 are available via the internet at www.irs.gov/w14.]

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)