



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

June 2, 2025

Dear Prospective Quoter:

SUBJECT: Request for Quotation Number PR15310224

The U.S. Consulate General, Chiang Mai invites you to submit a quotation for moving service for U.S. Consulate General, Chiang Mai, Thailand.

Your quotation must be submitted through email marked "Quotation for PR15310224" to cnxbid@state.gov before June 30, 2025, 16:00 hours (Bangkok time). No quotation will be accepted after this time.

The Consulate General intends to conduct a pre-quotation and a site visit on June 16, 14:00 – 16:00 p.m. at the U.S. Consulate General, 387 Witchayanond Road, Mueang, Chiang Mai 50300, and Airport Business Park.

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 Certification

Please be advised that all interested parties are required to include certifications 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.

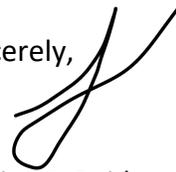
All offerors doing business with the U.S. Government valued at over \$30,000 shall register their business on the U.S. Government's System for Award Management (SAM) at www.sam.gov before submitting a quotation pursuant to FAR 52.204-7. Failure to be registered at the time of proposal submission may deem the offeror's proposal to be considered non-responsible and no further consideration will be given. Therefore, offerors are highly encouraged to register immediately if they are interested in submitting a response to this requirement.

Any questions regarding to this work may be submitted by email in English to cnxprocurement@state.gov no later than June 17, 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.

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

2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	1. REQUISITION NUMBER PR15310224	PAGE 1 OF 75
				5. SOLICITATION NUMBER PR15310224	6. SOLICITATION ISSUE DATE June 2, 2025

7. FOR SOLICITATION INFORMATION CALL: 	a. NAME Contracting Officer	b. TELEPHONE NUMBER (No collect calls) 66 53 107 700	8. OFFER DUE DATE/ LOCAL TIME June 30, 2025/ 16.00 hrs.
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9. ISSUED BY U.S. Consulate General 387 Witchayanond Rd. Mueang, Chiang Mai Thailand 50300	CODE	10. THIS ACQUISITION IS	<input checked="" 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:
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	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

15. DELIVER TO U.S. Consulate General Chiang Mai Attn. Facility Management Office	CODE	16. ADMINISTERED BY	CODE
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17a. CONTRACTOR/OFFERER TELEPHONE NO.	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY U.S. Embassy Financial Management Office 120 Wireless Rd. Bangkok, Thailand	CODE
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<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
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	To provide moving service for U.S. Consulate General, Chiang Mai. See attached Scope of Work and Terms and Conditions. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<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:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) Justin M. Reid	31c. DATE SIGNED
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**SECTION 1 - THE SCHEDULE
CONTINUATION TO SF-1449
RFQ NUMBER PR15310224
PRICES, BLOCK 23**

1. BACKGROUND AND PURPOSE

The United State Consulate General in Chiang Mai, Thailand is moving to a New Consulate Compound (NCC) on Chaing Mai-Lampang Superhighway Road, Nongpakrang, Chiang Mai, Thailand. The Consulate will move materials from 2 locations, current Consulate located on Wichayanon Road, Chang Moi, Chiang Mai, Thailand, and Airport Business Park office (ABP) located on Mahidol Road, Haiya, Mueang, Chiang Mai, Thailand in **December 2025**. For a complete description of the required services, See 1.4, Scope of work, in the Description/Specifications/Work Statement.

2. SCOPE OF SERVICES

The Contractor shall provide all necessary personnel, supervision, packing materials, moving supplies, equipment and vehicles to efficiently accomplish the Consulate's office move. Services will include planning, pick up, and loading of property, transporting to the NCC, delivering property to the designated room(s), and positioning at the new location. In addition, padding and packing/unpacking of certain items, disassembly of property, moving of bulky and heavy items will be required.

Please provide a quotation for the move along with the following details:

- a. Packing materials, manner, and protection of items being moved including, boxes (recommend appropriate size), tapes, protective wraps, and other items deemed necessary.
- b. Materials, manner, and process for protection of facilities, including grounds, floors, carpets, doors, elevators, and walls protection.
- c. Specify number of manpower including 1 project manager, 1 leader/supervisors, and numbers of laborers and truck drivers required to execute the move for the period provided.
- d. Specify number of trucks needs to execute the move for the period provided. Specify number and type of trucks needs to execute the move for the period provided.

3. TYPE OF CONTRACT

This is a fixed price completion type contract.

4. TYPES OF SERVICES

Moving Services. The Contractor shall provide move planning and moving services as specified in Continuation to SF-1449, Schedule of Supplies/Services, Block 20, Description/Specifications/Work Statement. Performance may be required outside the normal workday to avoid traffic tie-ups, prepare staged materials or meet other schedule requirements.

5. PRICING

- a. The Government will pay the Contractor a fixed price upon satisfactory completion of the move.
- b. The Contractor shall include the cost of all equipment, materials, labor (including any premium pay for services required for overtime and holidays), overhead, and profit in the fixed price for moving services.
- c. The Government will make payment in Thai Baht

VALUE ADDED TAX

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

6. PRICES

Moving Services. The fixed price for move of the U.S. Consulate, as described herein, is:

Item#	Location to the NCC	Cost (THB)
1	U.S. Consulate General Chiang Mai consulate compound	
2	Airport Business Park Annex (ABP)	
3	DBA Insurance	
	Grand Total (1+2+3)	

Company Name : _____

Signature/date : _____

7. SUBMISSION OF INVOICES AND PAYMENT

The Contractor shall submit an invoice after the service has been performed. The Contractor should expect payment within 30 days after the completion of service and receipt of invoice. Invoice shall be sent to ChiangmailInvoices@state.gov .

CONTINUATION TO SF-1449,
RFQ NUMBER PR15310224
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. WORK REQUIREMENTS

1.1 General

The services shall **provide packing/unpacking, disassembly/re-assembly, and moving services**, as required, for relocating U.S. Consulate operations and facilities at two different locations in Chiang Mai and delivered to the New Consulate Compound (NCC) located at 131 Chaing Mai-Lampang Superhighway Road, Nongpakrang, Chiang Mai, Thailand. **The Consulate plans to move to the New Consulate Compound (NCC) within 3 business days during working hours from 7:30 AM to 4:30 PM.** The Contractor shall provide all equipment, materials, managerial, administrative, and direct labor personnel that are necessary to accomplish all required service in the directed time period. Contractor employees shall be on site only for contractual duties and not for other purposes.

1.2 Definitions

“Government” means the U.S. government.

“Chancery”, “Consulate” and/or “Annex” means the existing/old consulate building(s).

“ABP” means Airport Business Park building

“GSO” means the General Services Office.

“NCC” means New Consulate Compound.

“SPX” means Support Annex Building

“DT” means the Diplomatic Technology.

“MGT” means the Management Section.

“RSO” means the Regional Security Office.

1.3 Move items

The Consulate anticipates moving packed boxes, loose items, safes (some filled and some empty), office equipment, computers, monitors, printers, fax machines, copiers, and other items as listed in the estimated quantities noted in 1.4 The Site

All files, office supplies, desk and personal items to be moved will be self-packed by Consulate personnel. The Contractor shall be responsible for packing and wrapping all computer equipment and components, such as monitors, CPUs, printers, scanners, and related peripherals, as well as designated bulky items and office furniture or furnishings. Bulky items may include, but are not limited to: gym equipment, desks, chairs, computer tables, telephone tables, bookshelves, coat racks, umbrella stands, framed pictures, maps, telephones, lamps, fire extinguishers, and other standard office items. All items shall be wrapped in a protective element to prevent damage, includes scratching and denting the item. The Consulate will disconnect and reconnect computers and other electrical items.

1.4 The Site

The specifications below provide insights into the locations for the move plan. There will be a test run to determine the time from point A to point B which will be arranged with the selected company.

Day 1

a) **The Consulate.** There are 2 main exits, one toward the narrow road to the north of the Consulate, and another toward Wichayanon Road to the east of the consulate. The contractor will remove heavy file safes and other bulky items from the Chancery using preapproved materials and apply protection to protect walls, floors, and carpet so that none of the existing building structure is damaged. All the buildings are one-story buildings, but some buildings are elevated and may have small steps. Site visit is required to see the space and moving plan route. The Chancery consisted of separate buildings as follows:

a. **Consular Office:** This office consists of multiple cubical style workstations with services stations. There is 1 exit to the Consular Office. The contractor can park next to the building for loading.

There are approximately **40 boxes** to be moved. The contractor is required to pack and move:

- 16 computers and its components
- 2 of two-drawers safes
- 1 Copier
- 3 MFP Printers
- 1 Fax Machine
- 2 Shredder
- 1 High Security Shredder, Sem Model 244/4. ...
- 1 Led Tv, 42"
- 1 Led Tv, 24"
- 1 Led Tv, 55"
- 1 of four-drawers safes
- 1 Shredder, Taros, Mod: 007Sf
- 4 Decorative wall frames

b. **North Building:** This building has only 1 exit toward the main consulate road. There is a small staircase at the exit which may create a challenge when moving objects. The contractor can park in the parking area next to the building for loading and unloading. The base material of this building is mainly wood and will require protection so that none of the existing building structure is damaged. This office consists of 3 executive style individuals offices, 3 administrative staff desks, and a mailroom.

There are approximately **30 boxes** to be moved. The contractor is required to pack and move:

- 8 computers and their components
 - 1 of two-drawers safes
 - 1 Backdrop
 - 1 Copier
 - 6 Decorative wall frames
 - 1 Fax machine, Brother Laser, 2840
 - 5 MFP Printer
 - 1 Shredder
 - 3 Suit hangers
 - 2 set of US-TH flag set
 - 8 boxes of bottled drink
 - 3 of 3 drawers cabinet
 - 1 Teak board with CG names carving
 - 1 TV
- c. **FSN Building and kitchen:** This building has 2 exits; 1 towards the kitchen open area, and 1 towards the workshop which is close to the parking area. This office consists of 6 individual offices including a mail room and cashier, along with a general work area, kitchen and 2 storage rooms.
- There are approximately **50 boxes** to be moved. The contractor is required to pack and move:
- 14 computers and its components
 - 1 Utility cart
 - 2 Bench scale
 - 1 Mail room cart
 - 1 Electronic safe
 - 1 Shredder
 - 1 TV
 - 3 MFP printer
 - 1 Cloth rack
 - 6 set of backdrops
 - 1 podium
 - 2 of two-drawers safe
 - 2 Stainless Steel Ice chest
 - 1 foldable ladder
 - 2 Coffee Machine
 - 1 Waste composter
- d. **GSO office:** the building has only 1 exit toward the parking area which the contractor could use for the loading area. There is a small step in front of an exit which may create a challenge when moving objects. There are a meeting room, a supply room, and an office with 7 workstations in this building.
- There are approximately **15 boxes** to be moved. The contractor is required to pack and move:

- 7 computers and its components
 - 1 TV
 - 1 MFP
 - 1 Speaker
- e. **Workshop:** located by both sides of GSO office, the contractor can use the parking area as the loading area. This building is where the Facilities team stores their machinery and tools.
- There are approximately **40 boxes**. to be moved. The contractor is required to pack and move:
- 2 computers and its components
- f. **Carriage House:** located near the workshop with the exits directed to the parking lot. This building consists of an office with 9 workstations, a private office, and a meeting room that fits up to 15 people.
- There are approximately **40 boxes** to be moved. The contractor is required to pack and move:
- 12 computers and its components
 - 1 Set of flags
 - 1 backdrop
 - 1 LG screen with online meeting equipment
 - 1 pack of priority mailbox and supply, folded
 - 1 Safe
 - 1 MFP Printer
 - 1 Decorative wall frame
- g. **Gym:** This room is rather small with 1 exit toward the Consulate main road. The driver can back up and park in front of the building for loading. Most of items in Gym are heavy and bulky and some may need disassemble and reassemble. The item in the gym consists of:
- 1 Treadmill
 - 1 Cable machine
 - 1 of 3-tier dumbbell rack
 - 1 Elliptical
 - 1 Rower
 - 1 Exercise bike
 - 1 Gym Bench
 - 2 TVs
 - 1 Bosu ball
 - 1 Curl Barbell
 - 2 Hex dumbbells, 10 kg
 - 2 Hex dumbbells, 15 kg
 - 2 Hex dumbbells, 20 kg
 - 4 Hex dumbbells, 5 kg
 - 4 Hula Hoop

- 1 Medicine Ball, 10 lbs.
 - 1 Medicine Ball, 20 lbs.
 - 1 Medicine Ball, 4 lbs.
 - 1 Medicine Ball, 8 lbs.
 - 1 Rogue Kettlebell, 16kg
 - 2 SBX dumbbell 10 lbs., escape fitness XRACK2.0
 - 2 SBX dumbbell 12.5 lbs., escape fitness XRACK2.0
 - 2 SBX dumbbell 15 lbs., escape fitness XRACK2.0
 - 2 SBX dumbbell 17.5 lbs., escape fitness XRACK2.0
 - 2 SBX dumbbell 2.5 lbs., escape fitness XRACK2.0
 - 2 SBX dumbbell 20 lbs., escape fitness XRACK2.0
 - 2 SBX dumbbell 22.5 lbs., escape fitness XRACK2.0
 - 2 SBX dumbbell 25 lbs., escape fitness XRACK2.0
 - 2 SBX dumbbell 5 lbs., escape fitness XRACK2.0
 - 2 SBX dumbbell 7.5 lbs., escape fitness XRACK2.0
 - 1 Weightlifting Belts
 - 2 Weight Plates, 1 kg.
 - 4 Weight Plates, 2 kg
 - 4 Weight Plates, 2.5 kg
 - 4 Weight Plates, 5 kg.
 - 4 Yoga ball
 - 4 Yoga mat.
- h. **Driver Room:** a waiting room style with some furniture within. It locates next to the Gym.
- There are approximately **12 boxes** to be moved. The contractor is required to pack and move:
- 1 TV
 - 1 Key watcher
 - 1 Shoe Storage
- i. **Medical Clinic:** The clinic has 1 exit toward the main consulate road. The contractor will be able to park directly in front of the building for loading. Items in the clinic are mostly fragile and will need extra care in handling.
- There are approximately **68 boxes** to be moved. The contractor is required to pack and move:
- 2 computers and its components
 - 1 MFP Printer
 - 1 Mayo Stand
 - 1 Metal Chair
 - 1 Over bed
 - 1 Oxygen tank and roller
 - 1 Wireless measuring station

- 3 AED
 - 1 BP Machine
 - 1 Cloth box
 - 1 Crutches
 - 1 Dymo x 2
 - 1 EKG
 - 1 Exam light
 - 1 Fax
 - 1 Freezer
 - 1 Grey box
 - 1 Hanger (IV stand)
 - 2 IDEXX box
 - 1 Oxygen Concentrator
 - 1 Pink box
 - 6 Red bag
 - 1 Refrigerator (pre/post move)
 - 1 Scale Adult
 - 1 Scale infant
 - 2 Scanner
 - 1 Wheelchair
 - 1 Green box
- j. **North CAC:**
- 2 boxes
 - 1 Computers and its components
 - 1 MFP Printer
 - 1 of 2-step stool
 - 1 Air purifier
- k. **South CAC:**
- 2 boxes
 - 1 Computers and its components
 - 1 Air Purifier

Day 2

- b) **Airport Business Park:** Located on the 6th floor of building B of Airport Business Park. The building has 1 freight elevator with maximum capacity of 1,600 kg that can be used for the move during 8.00 – 17.00 hr. The freight elevator can be open on 2 sides, one will lead to the back of the building which will be elevated from the road and will be our main transportation portal, another will lead to the main lobby area. Site visit will determine move path and planning.

There are approximately **50 boxes** to be moved. The contractor is required to pack and move:

- 34 computers and its components
- 10 of two-drawers safes
- 2 of four-drawers safes
- 2 copiers
- 1 plotter
- 20 wall decorations
- 4 set of flags
- 4 whiteboards/corkboards
- 2 televisions
- 1 Foldable cart
- 11 MFP Printer
- 3 Digital safe
- 20 UPS

- c) **New Consulate Compound (NCC):** There are 2 buildings that the contractor will be required to mov the item to
- a. **NOB:** The building provides two passenger elevators with maximum capacity of 2,000 kg, and one service elevator with maximum capacity of 2,000 kg at the NOB. The two passenger elevators can be used for the movement of boxes only. The NCC walls and floors must be protected to avoid any potential damage from object transportation.
 - b. **SPX:** located next to NOB close to the main vehicle entrance area. The building consists of multiple facilities workshops with an underground warehouse. There is 1 service elevator with maximum capacity of 2,000 kg that can be used for

Size guideline for some equipment items mentioned above:

- a. Box sizes may vary, but the standard sizes for office items, with equivalent sizes also acceptable, are as follows:
 - i. Small box: Approximate dimensions 31 × 46 × 31 cm
 - ii. Medium box: Approximate dimensions 40 × 58 × 40 cm.
- b. Computer Station – Includes a desktop computer, monitor(s), keyboard, mouse, and peripheral devices such as speakers, a headset, a scanner, and a webcam. Monitor sizes and quantities vary, including widescreen monitors and setups with one or two monitors per desk.
- c. Standard 2-Drawer Safe – 71.6 cm H x 48.8 cm W x 71.1 cm D, weight: 128.3 kg.
- d. Standard 4-Drawer Safe – 124 cm H x 52.8 cm W x 72.4 cm D, weight: 481 kg.
- e. Standard Printers – 50.4 cm H x 58.3 cm W x 48.2 cm D, weight: 38.1 kg.
- f. Shredders – Sizes vary and will be assessed during the site visit.
- g. Bulk Copiers – Sizes vary and will be assessed during the site visit.

1.5 Duties and Responsibilities

- A. **Move plan.** Working closely with the Contracting Officer's Representative (COR), the Contractor will develop a move plan that fits within the Consulate's overall moving plan. The Consulate overall moving plan is to the New Consulate Compound (NCC) **within 3 business days during the working hours of 7:30 AM to 4:30 PM.** The move shall proceed in the following order:
- Day 1 - the Consulate
 - Day 2 - Airport Business Park
 - Day 3 - reserved as a Buffer Day, to be used only if needed to address any incomplete tasks, clean up, or unexpected delays.

The Contractor is responsible for assessing all outstanding tasks and reporting them to the Move Coordinator to help determine whether the Buffer Day will be required. The Move Coordinator will use this assessment to finalize the schedule and communicate all necessary updates to all parties.

Self-packed boxes will be labeled to identify their location at the destination. The contractor must move the box to its destination as labelled. Certain areas of the Consulate require an escort and can only be entered during scheduled times, and some items will require a constant cleared escort. The Contractor shall schedule move priorities as directed by the COR.

The move plan shall:

- a. Describe materials, manner, and process for protection of facilities, including grounds, floors, carpets, doors, elevators, and walls.
- b. Describe building alterations needed for removal of safes and other heavy items from upper floors.
- c. Include container(s) for controlled movement of secured items, including safes.
- d. Describe packing materials, manner, and protection of items being moved.
- e. Describe method of handling and packing for fragile, electronic, and bulky items.
- f. Specify number of trucks, number, and types of personnel to be utilized (the final updated move plan will include specific names of personnel and vehicles)
- g. Emphasize safety requirements so that accidents or injuries do not occur.
- h. Describe the Personal Protective Equipment provided to your staff.
- i. Emphasize security requirements so that accidental security violations do not occur.
- j. **The plan will be developed and delivered to the COR within 14 days of contract award.** After review by the government, the move plan will be updated and delivered to the COR 30 days before the move. All written deliverables shall be submitted in 3 copies to the COR.

The contractor shall use best commercial practices to ensure that all locations where moving services are performed, including the surrounding areas, are protected both internally and externally from any damage resulting from moving operations. The contractor shall take the necessary precautions (e.g., pads, drop cloths, mats, etc.) to protect Government facilities and property during the move.

The contractor shall take all appropriate measures to protect Consulate property during the entire moving process. This includes protecting items from exposure to inclement weather during loading, unloading, and transport.

- B. **Deliverables.** Within 30 working days of notice of move date, the Contractor shall deliver wrapping paper, boxes, tape and labels for self-pack of files and desk items.
- C. **Packing/Unpacking.** The Government will self-pack files, office supplies, desk, and personal items to be moved. The government will label each packed boxes in accordance with agreed labelling system. The Contractor will be required to pack and label computers devices and its components, and some large object should the move require this. The Contractor's responsibility for damage to items is equal to that for contractor-packed items. If the Contractor has concerns about the sufficiency of any packing, the contractor may re-pack (unclassified items only). Upon arrival at the destination, the Contractor shall assist with unpacking and reassembling items, particularly those that were packed or disassembled by the Contractor, as well as unclassified boxed items.

Packing, moving, and unpacking of Government-owned materials/equipment is a highly specialized function. The measure of performance shall be the condition of articles upon arrival at their destination. The contractor must always take the greatest care in handling and packing articles.

- D. **Housekeeping.** The Contractor is responsible for removal of trash and moving debris so that an orderly and safe environment is maintained. During the move the contractor shall remove trash daily. For ease of congestion, the contractor shall keep all packing materials in one area of each section being packed. USG employees will place all unpacked packing materials in one common area for pickup by the Contractor at the new location. The Contractor shall pick-up the unused packing materials two working days after completion of the move and five working days after completion of the move.
- E. **Personnel.** The Contractor shall provide a qualified work force meeting the contract requirements. The workforce shall be able to efficiently provide the services identified in this section. It is anticipated that the Contractor will provide sufficient movers and drivers according to the move plan provided in addition to providing the following:
- 1 Project Manager

- 1 Team Leader/Supervisor

The Project Manager is considered key personnel and cannot be substituted during the performance of this contract. The Project Manager shall be fluent in English language

All Contractor employees shall:

- Experienced and competent in the performance of the specific tasks to which they are assigned;
- Be courteous at all times;
- Arrive promptly at the work site and already in uniform at the scheduled time with all tools and/or materials necessary to properly complete the job;
- Present credentials identifying themselves as employees of the company;
- Be in good general health and free from communicable diseases;
- Refer any unresolvable questions to the Project Manager, who will consult with the COR;

The Contractor's employees shall not at any time:

- smoke in the U.S. Government facility;
- arrive at the facility under the influence of drugs or alcohol, or even with alcohol on the breath;
- drink alcoholic beverages on the job, even if offered;
- engage in prolonged discussion or argument regarding the job;
- perform any work not specified in this contract.

The Contractor shall subject its personnel to the Government's approval. All employees must pass a suitable investigation conducted by the Contractor, including recommendation(s) from their respective supervisor(s). The Contractor shall provide all personnel information in summary form to the COR for review and approval or disapproval.

The Government reserves the right to deny access to U.S.-owned or U.S.-operated facilities to any individual.

- F. **Vehicles.** The Contractor shall ensure vehicles used in this move are in proper mechanical condition to ensure their full availability during the move period and to assure that US Government property is reliably and safely transported. All vehicles used for transporting items must be fully enclosed and covered; the use of open-air vehicles is not permitted. The Contractor shall provide all fuel and lubricants for their vehicles and equipment. Some loaded vehicles will require a U.S. Government escort to be present on the vehicle at all times during the move. The Contractor shall ensure that the vehicle has sufficient passenger space for the escort. The vehicle shall not depart without the escort. The Contractor shall follow instructions by the escort unless such instructions violate the Thai law. Non-

availability of suitable vehicles or equipment shall not constitute acceptable justification for either late performance or additional cost to the Consulate. The Contractor shall provide a list of all vehicles to be used in the move (make, model/description, license number) as part of the updated move plan. The Contractor is responsible for making all required arrangements regarding blockage of roads, halting of traffic, reserving on-street parking, etc., with local authorities.

- G. **Loading/Unloading Areas.** Contractors shall use only the loading and unloading areas approved by the COR and Regional Security Office (RSO) as part of the Loading/Unloading Plan. Contractor vehicles shall be parked only in approved areas, and drivers shall remain with their vehicles at all times. The contractor shall be responsible for obtaining any permits that may be required for the services performed in the loading/unloading areas.

2. MANAGEMENT AND SUPERVISION

- a) The Contractor shall designate a Project Manager who shall be responsible for on-site supervision of the Contractor's workforce at all times. This Project Manager shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The Project Manager shall have supervision as his or her sole function.
- b) The Contractor shall maintain schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services. Contractor personnel shall coordinate break times not to take place with half-loaded or fully loaded vehicles, but with empty vehicles.
- c) The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site on a regular basis.
- d) The Contractor shall be responsible for work site safety during the move.
- e) When moving items that require an U.S. Government escort, the escort will control the progress of moving/loading/departing/unloading, etc. and the movers shall not do anything without specific approval of the identified escort.

3. CONTRACTOR FURNISHED MATERIALS

The Contractor shall provide all equipment, materials, supplies, and clothing required to perform the services as specified in this contract. Such items include, but are not limited to boxes, tape, tape dispensers, wrapping, padding, uniforms, ladders or step stools, dollies, jacks, tools, cleaning supplies, floor coverings, corner bumper guards, lifting equipment, vehicles, cranes, containers, and any other operational or administrative items required for performance of the duties and requirements of this contract. The Contractor shall maintain sufficient parts and spare equipment for all Contractor-furnished materials to ensure uninterrupted service during the move.

4. GOVERNMENT FURNISHED PROPERTY

The Government does not intend to make any equipment or materials available to the Contractor as "Government furnished property (GFP)" for performance under the contract.

5. DELIVERY SCHEDULE

The following items shall be delivered under this contract:

Description	Quantity	Delivery Date	Delivery To:
1.5.A. Draft Move Plan	3 copies	14 days after contract award	COR
1.5.A. Final Move Plan	3 copies	30 days prior to move date	COR
1.5.B. Packing Items	As needed	30 days prior to move date	COR
1.5.E. Employee Security Checks	2 copies	with Final Move Plan	COR
1.5.F. Vehicle List	3 copies	with Final Move Plan	COR
6. Insurance*	1	Within 10 days after contract award	CO
9. Permits	1	Within 10 days after contract award	CO

6. PERSONAL INJURY, PROPERTY LOSS OR DAMAGE (LIABILITY)

The Contractor hereby assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage to include the landscaping or losses suffered due to negligence of the Contractor's personnel in the performance of the services under this contract.

7. 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. The Contractor shall carry during the entire period of performance the following minimum insurance:

Comprehensive General Liability Bodily injury	THB 300,000 per occurrence
Workers' Compensation and Employer's Liability	
Workers' Compensation and Occupational Disease	Statutory, as required by host country law
Employer's Liability	THB 300,000

8. BONDING OF EMPLOYEES

The Government imposes no bonding requirement on this contract. The Contractor shall provide any official bonds required, pay any fees or costs involved or related to equipping of any employees engaged in providing services under this contract, if legally required by the local government or local practice.

9. PERMITS

At no cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor

shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal.

10. PERIOD OF PERFORMANCE

Once the facility is substantially completed, currently expected to occur on September 30, 2025, and the contractor has submitted acceptable insurance certificates and copy 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 thirty (30) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall begin. The move shall be completed within 3 calendar days after the start date. This time period does not include the unpacked packing material collection days after completion of the move.

The Contractor shall be ready to work no later than 7:30 AM to 4:30 PM during the period of performance, Monday through Friday. It is the Contractor’s responsibility to ensure that working hours do not violate local laws and regulations.

11. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

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

Performance Objective	Scope of Work	Performance Threshold
<u>Services</u> Performs all New Consulate Compound moving services set forth in the scope of work.	Clause 1 thru 11	all equipment, supplies, etc. are of acceptable quality and standards, and that services are being performed in a satisfactory manner. The performance standard is that there is no damage to the Government items and the Government receives no more than one (1) customer complaint during the period of performance.

Monitoring Performance. The COR, or his/her designees, will inspect the quality of the services being performed under this contract, and the condition of the equipment, materials, and supplies being used or provided. It is the contractor's responsibility to ensure that services are being performed in a satisfactory manner, and that all equipment, supplies, etc. are of acceptable quality and standards. 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.

Standard. The performance standard is that there is no damage to the Government items and the Government receives no more than one (1) customer complaint during the period of performance. 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).

PROCEDURES.

- a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed, they should immediately contact the COR.
- b) The COR will complete appropriate documentation to record the complaint.
- c) 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.
- d) 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.
- e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the period of performance, the COR will contact the Contracting Officer for appropriate action under the Inspection clause

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).

X (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](#)).

__ (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. chapter67).

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

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

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

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

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

__ (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

__ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

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

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

(d) *Comptroller General Examination of Record*. The Contractor 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)

(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 NCC Move Coordinator

(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 one (1) 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:

PROVISION TITLE AND DATE

52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
52.211-1	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:

SITE VISIT AND PRE-PROPOSAL CONFERENCE:

The Government will hold a pre-proposal conference to discuss the requirements of this solicitation and a site visit on June 16, 2025 at 14:00 p.m. at the U.S. Consulate General . Offerors interested in attending should contact Khun Nitthakan email: pusayapaibuln@state.gov, Tel. 065 986 -5807.

NOTE TO INTERESTED VENDORS* – Due to security concerns all offerors must contact the above and email the individuals' name and company name of all individuals who will represent the company at the pre-proposal conference and site visit. On the date of the conference and site visit company representatives must present matching photo identification in order to be allowed access. Anyone attempting to attend the conference and site visit without prior notification will be denied entry.

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.
- 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:

52.225-17 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

Executive Order 14173

Ending Illegal Discrimination and Restoring Merit-Based Opportunity

None of the funds awarded under this agreement may be used for any initiatives or programs, or any activities that do not comply with Executive Order 14173 titled Ending Illegal Discrimination and Restoring Merit-Based Opportunity.

Offeror/contractor must certify that they do not operate any programs promoting DEI that violate any applicable anti-discrimination laws and agree that such certification is material for purposes of the government's payment decision and therefore subject to the False Claims Act. See 31 U.S.C. 3729(b)(4).

Certification Regarding Compliance with applicable Federal anti-discrimination laws

The offeror/contractor certifies the following:

1. is in compliance in all respects with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of section 3729(b)(4) of title 31 (False Claims Act), United States Code and;

2. does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

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:

Line Item No.	Country of Origin

[List as necessary]

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

Other Foreign End Products:

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

--	--	--

[List as necessary]

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

Line Item No. _____

[List as necessary]

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

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

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

Israeli End Products:

Line Item No.

[List as necessary]

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

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

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

Korean End Products or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of Origin

[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)