REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)

THIS RFQ ☐ IS ☒ IS NOT A SMALL BUSINESS SET-ASIDE

1. REQUEST NUMBER	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NUMBER	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
PR9993227	07/30/2021	PR9993227		

5a. ISSUED BY

6. DELIVER BY *(Date)*

5b. FOR INFORMATION CALL *(NO COLLECT CALLS)*

NAME	TELEPHONE NUMBER	
	AREA CODE	NUMBER
Scott M. Krushinski		

7. DELIVERY ☐ FOB DESTINATION ☒ OTHER *(See Schedule)*

9. DESTINATION

a. NAME OF CONSIGNEE: American Embassy

b. STREET ADDRESS: 120 - 122 Wireless Rd., Pathumwan

c. CITY: Bangkok

d. STATE:

e. ZIP CODE: 10330

8. TO:

a. NAME

b. COMPANY

c. STREET ADDRESS

d. CITY

e. STATE

f. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS *(Date)*

08/11/2021

IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.

11. SCHEDULE *(Include applicable Federal, State and local taxes)*

ITEM NUMBER (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
001	48-Port PoE Networking Switches	2	EA		$0.00
002	24-Port PoE Networking Switches	2	EA		$0.00
003	1000BASE-SX SFP Transceiver Modules	4	EA		$0.00
004	CAT6A Patch Cord	1	LT		$0.00
005	Patch Panel and Cabling Management	1	LT		$0.00
006	Phone Sets with Bundled Software License, Cisco IP Phone 3905 or equivalent	129	SE		$0.00
007	Phone Sets with Bundled Software License, Cisco IP Phone 7811 or equivalent	9	SE		$0.00
008	Phone Wall-Mount Plate	4	EA		$0.00
009	Telephone Billing Software for 256 Extensions	1	LT		$0.00
010	Delivery, System Integration and Migration	1	JB		$0.00
011	DBA Insurance	1	EA		$0.00

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER	PERCENTAGE

NOTE: Additional provisions and representations ☒ are ☐ are not attached.

13. NAME AND ADDRESS OF QUOTER

a. NAME OF QUOTER

b. STREET ADDRESS

c. COUNTY

d. CITY

e. STATE

f. ZIP CODE

14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION

15. DATE OF QUOTATION

16. SIGNER

a. NAME *(Type or print)*

b. TELEPHONE

AREA CODE

NUMBER

c. TITLE *(Type or print)*

RFQ Number PR9993227 – ILEA – Phone Set for Dormitory
Advertised on July 30, 2021
US Embassy Bangkok

The Contractor shall furnish, deliver and install extended unified phone set solution and licenses to the U.S. Embassy Bangkok in accordance with the specifications and terms and conditions set forth herein. The prices listed below shall include all labor, materials, overhead, profit, and transportation necessary to deliver the required items to the U.S. Embassy in Bangkok.

Company Name: _____

Pricing Section:

Line Item	Description	QTY	Price	Total
001	48-Port PoE Networking Switches	2 EA		
002	24-Port PoE Networking Switches	2 EA		
003	1000BASE-SX SFP Transceiver Modules	4 EA		
004	CAT6A Patch Cord	1 LOT		
005	Patch Panel and Cabling Management	1 LOT		
006	Phone Sets with Bundled Software License, Cisco IP Phone 3905 or equivalent	129 SET		
007	Phone Sets with Bundled Software License, Cisco IP Phone 7811 or equivalent	9 SET		
008	Phone Wall-Mount Plate	4 EA		
009	Telephone Billing Software for 256 Extensions	1 LOT		
010	Delivery, System Integration and Migration	1 JOB		
011	DBA Insurance	1 EA		

Grand Total _____

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.

EVALUATION FACTORS. The government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor.

Your offer must be submitted no later than Wednesday, August 11, 2021 at 16:00 hours (Bangkok, Thailand Local Time) via e- mail to BKKGSOProcBid@state.gov .

Direct any questions regarding this solicitation in writing to Scott Krushinski, Contracting Officer. Questions must be written in English and submit via email to BKKGSOProcBid@state.gov no later than 16:00 hrs. Bangkok local time on August 4, 2021

Contact information: _____

Signature: _____ Date signed: _____

PLEASE FILL PRICES, TOTAL, AND SIGN. THIS REQUEST OF QUOTATION SHOWS YOUR PROOF OF READING AND UNDERSTANDING OF THE BID. YOU MAY ATTACH YOUR QUOTE AS WELL OR SPECIFICATIONS.

STATEMENT OF WORK

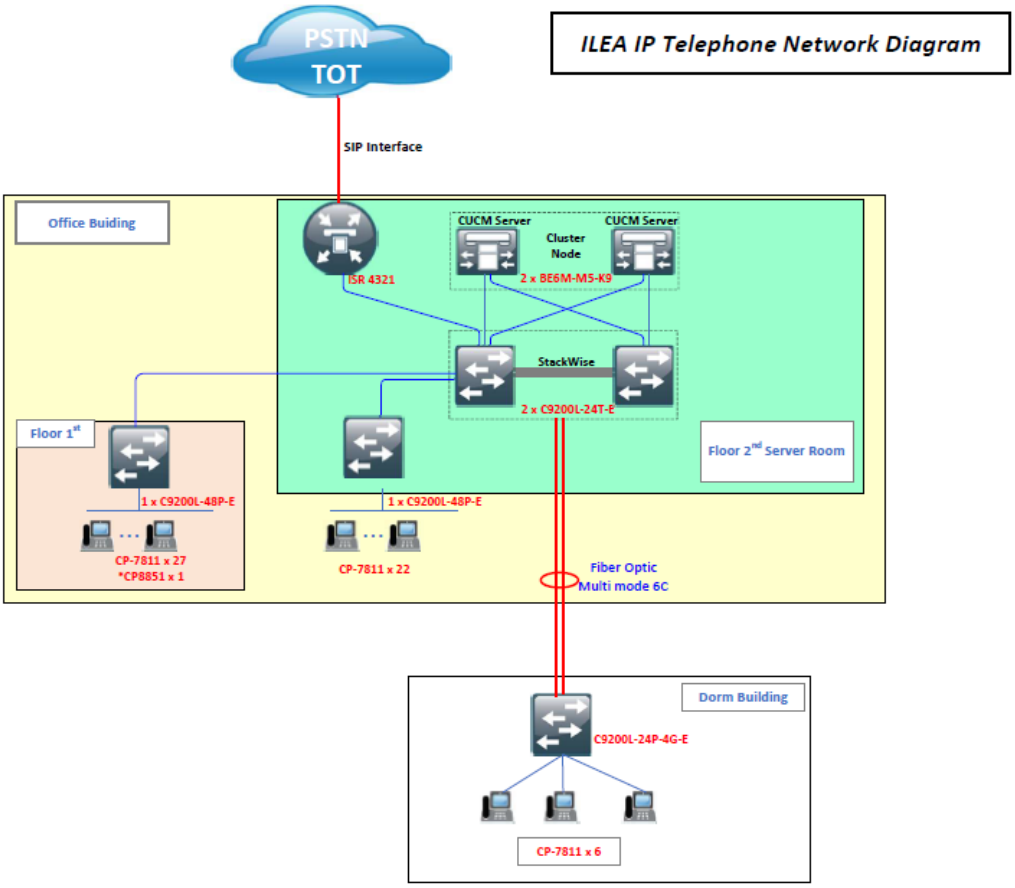
Scope of work:

General Services Office, US Embassy Bangkok is looking for a reliable vendor to provide and install extended unified phone set solution for ILEA dormitory building to coverage the entire building consisted of 138 phone sets with bundled software license included at minimum of five years.

The Contractor must provide and install extended unified phone set solution and phone sets with bundled software license to the existing solution. The proposed solution and equipment must be compatible and must be able to integrate with the existing equipment to provide communication between existing and new phone sets.

The Contractor must use the attached existing logical diagram and existing equipment list provided below for guideline to proposed the extended solution and/or equipment.

<u>Existing Logical Diagram:</u>



Existing Equipment and License:

1. Cisco ISR 4321 Bundle, w/UC License – 32-Channel DSP Module
2. Catalyst 9200L 48-Port PoE+, 4 x 1G, Network Essentials, DNA Essentials, Stack Module, 1000BASE-SX SFP Transceiver Module.
3. Catalyst 9200L 24-Port PoE+, 4 x 1G, Network Essentials, DNA Essentials
4. Catalyst 9200L 24-Port Data, 4 x 1G, Network Essentials, DNA Essentials, Stack Module
5. Cisco Business Edition 6000M (M5) Appliance, Export Restr SW
6. Cisco Business Edition 6000-Electronic SW Delivery-Top Level, BE6000 Starter Bundle with 35 UWL Standard Licenses, CCX12 Enhanced 5 Seat Promo Bundle
7. Cisco Business Edition 6000 – Enhanced Plus User Connect License
8. Cisco UC Phone 7811
9. Cisco IP Phone 8851

ILEA will be providing empty rack space for the Contractor to install networking equipment and will also be providing CAT6A cabling between communication cabinet racks locate on the third and fifth at the dormitory building to each outlet location. The Contractor is responsible to connect networking cable provided to their equipment and must consider providing patch cord for patch panel and between outlet to phone set.

The vendor shall provide following equipment and license:

1. **48-Port PoE Networking Switches**

Quantity: 2 EA

Specification

- Description: 48x 10/100/1000 Ethernet PoE+ ports and 740W PoE budget, 4x 1G SFP uplinks
- Gigabit Ethernet ports: 48
- Uplink interfaces: 4 SFP
- PoE+power budget: 740W
- Fanless: N
- Dimensions (WxDxH in inches): Approximately 17.5 x 13.78 x1.73
- Console ports
    - RJ-45 Ethernet: 1
    - USB mini-B: 1
    - USB-A port for storage and Bluetooth console: 1
- Memory and processor
    - CPU: ARM v7 800 MHz
    - DRAM: 512 MB

    - Flash Memory: 256 MB
- Performance
    - Forwarding bandwidth: 52 Gbps
    - Switching bandwidth: 104 Gbps
    - Forwarding rate(64—byte L3 packets): 77.38 Mpps
    - Unicast MAC addresses: 16000
    - IPv4 unicast direct routes: 542
    - IPv4 unicast indirect routes: 256
    - IPv6 unicast direct routes: 414
    - IPv6 unicast indirect routes: 128
    - IPv4 static routes: 16
    - IPv6 static routes: 16
    - IPv4 multicast routes and IGMP groups: 1024
    - IPv6 multicast groups: 1024
    - IPv4/MAC security ACEs: 600
    - IPv6 security ACEs: 600
    - Maximum active VLANs: 256
    - VLAN IDs available: 4094
    - Maximum STP instances: 64
    - Maximum SPAN sessions: 4
    - MTU-L3 packet: 9198 bytes
    - Jumbo Ethernet frame: 10,240 bytes
    - Dying Gasp: Yes
    - MTBF in hours (data): 1,452,667
    - MTBF in hours (PoE): 856,329
    - MTBF in hours (Full PoE): 856,329
- Environmental
    - Operating temperature Seal level: -5 to 50 deg C*
    - Up to 5,000ft (1500 m): -5 to 45 deg C
    - Upto 10,000 (3000 m): -5 to 40 deg C
    - Operating altitude: 10,000 ft (3,000m)
    - Operating relative humidity: 5% to 90% at 40C
    - Storage temperature: -13 to 158F (-25 to 70C)
    - Storage altitude: 15,000 ft (4500m)
    - Storage relative humidit: 5% to 95% at 65C
- Safety and compliance
    - Safety
        - UL 60950-1 Second Edition, CAN/CSA-C22.2 No. 60950-1 Second Edition, EN 60950-1 Second Edition,
        - IEC 60950-1 Second Edition, AS/NZS 60950-1, IEC 62368-1, UL 62368-1

        - GB 4943.1-2011
    - EMC: Emissions
        - 47CFR Part 15 Class A, AS/NZS CISPR32 Class A, CISPR32 Class A, EN55032 Class A, ICES-003 Class A, VCCI-CISPR32 Class A, EN61000-3-2, EN61000-3-3, KN32 Class A, CNS13438 Class A
    - EMC: Immunity: EN55024 (including EN 61000-4-5), EN300386, KN35
    - Environmental: Reduction of Hazardous Substances (RoHS) including Directive 2011/65/EU
    - Telco: Common Language Equipment Identifier (CLEI) code
- Connectors and interfaces
    - Ethernet interfaces
        - * 10BASE-T ports: RJ-45 connectors, 2-pair Category 3, 4, or 5 Unshielded Twisted Pair (UTP) cabling
        - * 100BASE-TX ports: RJ-45 connectors, 2-pair Category 5 UTP cabling
        - * 1000BASE-T ports: RJ-45 connectors, 4-pair Category 5 UTP cabling
        - * 1000BASE-T SFP-based ports: RJ-45 connectors, 4-pair Category 5 UTP cabling
    - Indicator LEDs
        - * Per-port status: link integrity, disabled, activity
        - * System status: system
    - Console cables
        - * CAB-CONSOLE-RJ45 Console cable 6 ft. with RJ-45
        - * CAB-CONSOLE-USB Console cable 6 ft. with USB Type A and mini-B connectors
    - Power
        - * Use the supplied AC power cord to connect the AC power connector to an AC power outlet
        - * Have external power supply

The following brand and model meet the minimum specification requirements:

- Cisco C1000-48P-4G-L

Vendors may submit quotations for equivalent items, provided those items meet all of the salient physical, functional, and performance characteristics specified by this solicitation and as described in FAR 52.211-6.

2. 24-Port PoE Networking Switches

Quantity: 2 EA

Specification

- Description: 24x 10/100/1000 Ethernet PoE+ ports and 195W PoE budget, 4x 1G SFP uplinks
- Gigabit Ethernet ports: 24
- Uplink interfaces: 4 SFP
- PoE+power budget: 295W
- Fanless: Y
- Dimensions (WxDxH in inches): Approximately 17.5 x 11.76 x 1.73
- Console ports
    - RJ-45 Ethernet: 1
    - USB mini-B: 1
    - USB-A port for storage and Bluetooth console: 1
- Memory and processor
    - CPU: ARM v7 800 MHz
    - DRAM: 512 MB
    - Flash Memory: 256 MB
- Performance
    - Forwarding bandwidth: 28 Gbps
    - Switching bandwidth: 56 Gbps
    - Forwarding rate(64—byte L3 packets): 41.67 Mpps
    - Unicast MAC addresses: 16000
    - IPv4 unicast direct routes: 542
    - IPv4 unicast indirect routes: 256
    - IPv6 unicast direct routes: 414
    - IPv6 unicast indirect routes: 128
    - IPv4 static routes: 16
    - IPv6 static routes: 16
    - IPv4 multicast routes and IGMP groups: 1024
    - IPv6 multicast groups: 1024
    - IPv4/MAC security ACEs: 600
    - IPv6 security ACEs: 600
    - Maximum active VLANs: 256
    - VLAN IDs available: 4094
    - Maximum STP instances: 64
    - Maximum SPAN sessions: 4
    - MTU-L3 packet: 9198 bytes
    - Jumbo Ethernet frame: 10,240 bytes
    - Dying Gasp: Yes
    - MTBF in hours (data): 2,026,793
    - MTBF in hours (PoE): 698,220

    - MTBF in hours (Full PoE): 698,220
- Environmental
    - Operating temperature Seal level: -5 to 50 deg C*
    - Up to 5,000ft (1500 m): -5 to 45 deg C
    - Upto 10,000 (3000 m): -5 to 40 deg C
    - Operating altitude: 10,000 ft (3,000m)
    - Operating relative humidity: 5% to 90% at 40C
    - Storage temperature: -13 to 158F (-25 to 70C)
    - Storage altitude: 15,000 ft (4500m)
    - Storage relative humidit: 5% to 95% at 65C
- Safety and compliance
    - Safety
        - UL 60950-1 Second Edition, CAN/CSA-C22.2 No. 60950-1 Second Edition, EN 60950-1 Second Edition,
        - IEC 60950-1 Second Edition, AS/NZS 60950-1, IEC 62368-1, UL 62368-1
        - GB 4943.1-2011
    - EMC: Emissions
        - 47CFR Part 15 Class A, AS/NZS CISPR32 Class A, CISPR32 Class A, EN55032 Class A, ICES-003 Class A, VCCI-CISPR32 Class A, EN61000-3-2, EN61000-3-3, KN32 Class A, CNS13438 Class A
    - EMC: Immunity: EN55024 (including EN 61000-4-5), EN300386, KN35
    - Environmental: Reduction of Hazardous Substances (RoHS) including Directive 2011/65/EU
    - Telco: Common Language Equipment Identifier (CLEI) code
- Connectors and interfaces
    - Ethernet interfaces
        - * 10BASE-T ports: RJ-45 connectors, 2-pair Category 3, 4, or 5 Unshielded Twisted Pair (UTP) cabling
        - * 100BASE-TX ports: RJ-45 connectors, 2-pair Category 5 UTP cabling
        - * 1000BASE-T ports: RJ-45 connectors, 4-pair Category 5 UTP cabling
        - * 1000BASE-T SFP-based ports: RJ-45 connectors, 4-pair Category 5 UTP cabling
    - Indicator LEDs
        - * Per-port status: link integrity, disabled, activity
        - * System status: system
    - Console cables
        - * CAB-CONSOLE-RJ45 Console cable 6 ft. with RJ-45
        - * CAB-CONSOLE-USB Console cable 6 ft. with USB Type A and mini-B connectors
    - Power

        - * Use the supplied AC power cord to connect the AC power connector to an AC power outlet
        - * Have external power supply

The following brand and model meets the minimum specification requirements:

- Cisco C1000-24P-4G-L

Vendors may submit quotations for equivalent items, provided those items meet all of the salient physical, functional, and performance characteristics specified by this solicitation and as described in FAR 52.211-6.

3. **1000BASE-SX SFP Transceiver Modules**

Quantity: 4 EA

4. **CAT6A Patch Cord**

Quantity: 1 LOT

Specification

- Only Blue Color
- Low Smoke Zero Halogen
- Minimum length of two (2) meters.

5. **Patch Panel and Cabling Management**

Quantity: 1 LOT

Specification

- No plastic cable “zip” ties will be used for cable management. Cables dressing must be grouped together using Velcro straps or equivalent product, easily removable equipment.

6. **Phone Sets with Bundled Software License**

Quantity: 129 SET

Specification

- Hardware
    - Ergonomic design: Easy-to-use interface and provides a traditional telephony-like user experience.

    - Display: A graphical monochrome display with a resolution of 128 x 32 pixels provides a scrollable two-line intuitive access to phone services and configuration.
    - Foot Stand: Foldable single-position foot stand
    - Wall mountable: Mounting holes located on the base of the phone.
    - Speakerphone: Full-duplex speakerphone
    - Volume control: Volume control toggle
    - Ethernet switch: 10/100BASE-T Ethernet connection through two RJ-45 ports, one for the LAN connection and the other for connecting a downstream Ethernet device such as a PC.
- Feature
    - Buttons
        - Select, Back, and Two-Way Navigation
        - Redial, Transfer, and Hold/Resume
        - Standard dial pad
        - Mute, Volume Up/Down, and Speakerphone
- Firmware
    - Signaling protocol: Session Initiation Protocols (SIP) is supported
    - Call features
        - Adjustable volume levels
        - Auto barge
        - Call forward
        - Call pickup
        - Call waiting
        - Call transfer
        - Conference
        - Forced Authorization Codes (FAC)
        - Group call pick up
        - Message-waiting indicator
        - Music on hold
        - Private-line automatic ringdown (PLAR)
        - Redial
        - Shared line
    - Audio codec support: G.711a, G.711μ, G.729a, and G.729ab.
    - Voice quality: Comfort-noise generation (CNG) and voice-activity-detection (VAD) programming
    - Configuration options
        - Dynamic Host Configuration Protocol (DHCP) client or static configuration
        - Support for online firmware upgrades using Trivial File Transfer Protocol (TFTP)
        - Domain Name System (DNS)
    - Provisioning and manufacturing
        - Web server for configuration and statistics
        - Real-Time Control Protocol (RTCP) support and monitoring
        - Syslog

- Protocols: SIP
- Connectivity: 10/100BASE-T wired Ethernet LAN port plus switched PC port.
- Memory
    - 4-MB flash memory
    - 32-MB synchronous dynamic RAM (SDRAM)
- Language support
    - English
    - Thai
- Physical dimensions: Approximately 8.07 x 5.91 x 2.11 in. (205 x 150 x 53.5 mm)
- Weight: Approximately 20.96 oz (594.3g)
- Power over Ethernet (PoE): IEEE PoE 802.3af is supported, Class 1.
- Local power: The phone can also be powered locally with one of the power adapters.
- Operational Temperature: 32 to 104°F (0 ~ 40°C)
- Relative Humidity: 10 to 95% (noncondensing)
- Storage Temperature: 14 to 140°F (-10 to 60°C)
- Approvals and compliance
    - Regulatory compliance
        - CE markings per directives 2004/108/EC and 2006/95/EC
    - Safety
        - UL 60950 Second Edition
        - CAN/CSA-C22.2 No. 60950 Second Edition
        - EN 60950 Second Edition
        - IEC 60950 Second Edition
        - AS/NZS 60950
        - GB4943
    - EMC
        - FCC Part 15 (CFR 47) Class B
        - ICES-003 Class B
        - EN55022 Class B
        - CISPR22 Class B
        - AS/NZS CISPR22 Class B
        - VCCI Class B
        - KN22 Class B
        - CISPR24
        - EN55024
        - EN61000-3-2
        - EN61000-3-3
        - KN 24
    - Telecom
        - FCC Part 68 (47CFR) (HAC)
        - Canada-CS-03-HAC
        - Australia AS/ACIF S004, AS/ACIF S040
        - New Zealand- PTC 220 Draft

- Software License
    - At minimum of 5 years software license must be included for each set.

The following brand and model meets the minimum specification requirements:

- Cisco IP Phone 3905

Vendors may submit quotations for equivalent items, provided those items meet all of the salient physical, functional, and performance characteristics specified by this solicitation and as described in FAR 52.211-6.

7. Phone Sets with Bundled Software License

Quantity: 9 SET

Specification

- Hardware Features
    - Ergonomic Design: Easy-to-use interface and provides a traditional telephony-like user experience.
    - Graphical Display
        - White backlit, greyscale, 3.5” 396×162 pixel-based display on the IP Phone 7821, 7841 and 7861.
        - Non-backlit, greyscale, 3.28” 384×106 pixel-based display on the IP Phone 7811.
        - Provide scrollable access to calling features and text-based XML applications.
    - Handset
        - The handset is a standard wideband-capable audio handset (connects through an RJ-9 port) for the IP Phone 7821, 7841 and 7861.
        - The default handset is a standard narrowband-capable audio handset (connects through an RJ-9 port) for the IP Phone 7811, and wideband on handset is available with purchase of additional wideband handset.
        - The handset is hearing aid-compatible (HAC) and meets Federal Communications Commission (FCC) loudness requirements for the Americans with Disabilities Act (ADA). You can achieve Section 508 loudness requirements by using industry-standard inline handset amplifiers such as Walker Equipment W-10 or CE-100 amplifiers. The dial pad is also ADA-compliant.
        - The narrowband handset (for the IP Phone 7811) produces a magnetic field that attracts small metallic objects such as pins and staples. To avoid possible injuries do not keep small metallic objects close to the handset.
    - Headset
        - The analog headset jack is a standard wideband- capable RJ-9 audio port for the IP Phone 7821, 7841, and 7861

- Backlit Indicator
    - The phone supports backlit indicators for the audio path keys (handset, headset and speakerphone), select key, line keys, and message waiting.
- Volume control
    - A volume-control toggle provides easy decibel-level adjustments of the handset, monitor speaker, and ringer.
- Full duplex speakerphone
    - Full-duplex speakerphone allows gives you flexibility in placing and receiving calls. For added security, the audible dual tone multifrequency (DTMF) tones are masked when the speakerphone mode is used.
- Bezel: Black Bezel
- Foot stand
    - At least 1 foot-stand position (45 degrees)
- Phone Keys
    - Line keys
    - Soft-keys
    - Two-way navigation and select keys
    - Hold/Resume, Transfer and Conference keys
    - Messaging, Service and Directory keys
    - Standard key pads
    - Volume control toggle key
    - Speakerphone, mute keys
- Ethernet cables
    - Category 3/5/5e/6 for 10-Mbps cables with 4 pairs
    - Category 5/5e/6 for 100-Mbps cables with 4 pairs

- Power Features
    - IEEE PoE class 1
        - Supports IEEE 802.3af PoE (Class 1); power consumption does not exceed 3.84 watts.
    - Signaling protocol support: Session Initiation Protocol (SIP)
    - Codec support: G.711a/μ, G.722, G.729a, iLBC
    - Key call features support
        - + Dialing (E.164)
        - Abbreviated dial
        - Adjustable ringing and volume levels
        - Adjustable display contrast
        - Agent greeting
        - Auto-answer
        - Call back
        - Call forward
        - Call history
        - Call park
        - Call Pickup
        - Call timer
        - Call waiting
        - Caller ID

        - cBarge
        - Corporate directory
        - Conference
        - Cross Cluster Extension Mobility (EMCC)
        - Dial from the list
        - Direct transfer
        - Do not disturb
        - Extension Mobility (EM)
        - Forced access codes and client matter codes
        - Group call pickup
        - Hold/resume
        - Immediate divert
        - Intercom (Not available on the IP Phone 7811)
        - Join (Not available on the IP Phone 7811)
        - Message-waiting indicator
        - Meet me conference
        - Mobility
        - Music on hold
        - Mute
        - Network profiles (automatic)
        - On- and off-network distinctive ringing
        - Personal directory
        - Privacy
        - Private Line Automated Ringdown (PLAR)
        - Redial
        - Ring tone per line appearance
        - Shared line
        - Silent monitoring and recording
        - Speed dial
        - Time and date display
        - Transfer
        - Voicemail
        - Whisper coaching
    - Language Support
        - English (United Kingdom)
        - Thai (Thailand)
    - Multiple ring tones
        - Supports user-adjustable ring tones.
    - Directories
        - Identifies incoming messages and categorizes them for users on the screen.
        - The corporate directory integrates with the Lightweight Directory Access Protocol (LDAP) standard directory.
    - Quality-of-service (QoS) options

        - Supports CDP and 802.1Q/p standards, and can be configured with an 801.1Q VLAN header containing the VLAN ID overrides configured by the Admin VLAN ID.
    - Security
        - Certificates
        - Image authentication
        - Device authentication
        - File authentication
        - Signaling authentication
        - Media encryption using Secure Real-Time Transfer Protocol (SRTP) using AES-128
        - Signaling encryption using Transport Layer Security (TLS) Protocol using AES-128 or AES-256
        - Encrypted configuration files
        - 802.1X authentication
        - Cryptography
    - Configuration options
        - IP address assignment can be configured statically or through the DHCP client.
    - Physical dimensions (H×W×D): 207 x 195 x 33mm (exclude foot stand)
    - Weight: Approximately 806g
    - Display: Approximately 3.28” 384×106 pixels
    - Ethernet switch
        - 10/100BASE-T Ethernet connection through two RJ-45 ports, one for the LAN connection and the other for a downstream Ethernet device connection like a PC
    - Phone casing composition
        - Polycarbonate acrylonitrile butadiene styrene (ABS) textured plastic.
    - Operational temperature: 32 to 104°F (0 to 40°C)
    - Nonoperational temperature shock: 14 to 140°F (-10 to 60°C)
    - Humidity
        - Operating 10% to 90%, non-condensing
        - Non-operating 10% to 95%, non-condensing
    - Certification and compliance
        - Regulatory Compliance
            - CE Markings per directives 2004/108/EC and 2006/95/EC
        - ● Safety
            - UL 60950 Second Edition
            - CAN/CSA-C22.2 No. 60950 Second Edition
            - EN 60950 Second Edition (including A11 & A12)
            - EC 60950 Second Edition (including A11 & A12)
            - AS/NZS 60950
            - GB4943
        - EMC - Emissions
            - 47CFR Part 15 (CFR 47) Class B
            - AS/NZS CISPR22 Class B

        - CISPR22: 2005 w/Amendment 1: 2005 Class B
        - EN55022: 2006 w/Amendment 1: 2007 Class B
        - ICES003 Class B
        - VCCI Class B
        - EN61000-3-2
        - EN61000-3-3
        - KN22 Class B
    - EMC - Immunity
        - EN55024
        - CISPR24
        - EN60601-1-2
        - KN24
        - Armadillo Light
    - Telecom
        - FCC Part 68 HAC
        - CS-03-HAC
        - AS/ACIF S004
        - AS/ACIF S040
        - NZ PTC 220
        - Industry Standards: TIA 810 and TIA 920
        - Industry Standards: IEEE 802.3 Ethernet, IEEE 802.3af and 802.3at
- Software License
    - At minimum of 5 years software license must be included for each set.

The following brand and model meets the minimum specification requirements:

- Cisco IP Phone 7811

Vendors may submit quotations for equivalent items, provided those items meet all of the salient physical, functional, and performance characteristics specified by this solicitation and as described in FAR 52.211-6.

8. Phone Wall-Mount Plate.

Quantity: 4 EA

9. Telephone Billing Software to 256 Extensions.

Quantity: 1 LOT

10. Delivery, System Integration ad Migration

Quantity: 1 JOB

Terms and Conditions

Security**:** An awarded contractor must submit a name list of workers including their ID number and vehicle license plate to COR one week prior starting the job.

Testing: The Contractor shall perform pre-qualification testing during installation to ensure quality control and that the phone system will pass qualification testing.

Warranty: A minimum of one (1) year total solution warranty with onsite service and advance spare part. The warranty cannot be less than what is offered to the general public.

On-Site Service Agreement: The Contractor must be able to respond to a service request by the next day. The Contractor must provide product and system familiarization session(s) to ILEA system administrators.

Administration: The Contractor must prepare and submit for ILEA Bangkok approval a practicable schedule showing the order in which the Contractor proposes to perform the work and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including but not limited to acquiring materials, installation, testing, and product familiarization).

Installation Phase: The Contractor shall provide all equipment and manpower required for complete delivery and installation of all items necessary for this installation. The Contractor shall furnish a written work plan for the Project Owner's review outlining planned work, identifying known safety risks, and all method to eliminate or mitigate unexpected problem. ALL DAMAGE during any part of the process shall be the responsibility of the Contractor and any damages shall be replaced/repaired by the Contractor at no additional cost to the U.S. Embassy.

Waste Disposal: The Contractor shall haul away from the project and legally dispose of all debris to an offsite location.

Site Clean-up: Site clean-up shall be performed daily by the Contractor.

Final Clean-up: The Contractor shall be responsible for the full and thorough cleaning of the work areas following project completion. Work areas shall be free of dust, dirt, and debris and suitable for immediate use by the Owner when complete.

Inspection and Acceptance: The COR, or his/her authorized representatives, will inspect from time to time the services being performed under this contract and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall provide project completion documentations for all hardware and/or software delivered under this project. At a minimum, the closeout documentation must include:

a) Comprehensive Bill of Material for all hardware and software delivered under the contract. The list shall include: Item Description, Name of Manufacturer, Model Number, Serial Numbers, Delivered Quantity, Unit Price, Extended Price, Warranty Start and Expiration Date, and Subscription Start and Expiration Date
b) OEM manuals for all hardware and software delivered under this project.
c) Results of system testing.
d) Final Physical and Logical Designs and Diagrams.
e) Warranty and Technical Support documentation. Documentation shall include an explanation of coverage, the process to obtain warranty or technical support services, and applicable contact information.

The Contractor must provide a physical diagram in a digital copy form of the design for the entire solution including the location and all components being installed.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

Specification Requirements:

Specification sheet of all item are required for this request for technical evaluation, it needs to be submitted along with the quotation within the deadline.

Installation Requirements:

Bar chart indicating various portions of the work; when work will commence and be completed in each section, must be submitted along with the quotation within the deadline.

Contractor Requirements:

Following documents must be provided along with the quotation within the deadline.

1. Evidence that the contractor is in the information technology solution business for no less than five (5) years.
2. Evidence that the contractor is the authorized distributer or partner with the Original Equipment Manufacturer (OEM) for the core product(s).
3. Evidence that the contractor have worked in a deploying and configurating enterprise voice-over-IP solution before and the value of that project must not be less than $50,000.
4. Evidence that the contractor's engineer is certified by the OEM to install and configure core product, certification is required.

Insurance:

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*

Local VAT Exemption:

VAT Exemption document will be processed through Ministry of Foreign Affairs for the order which has the total price excludes VAT at or more than 5,000 THB for local VAT registered contractor under Section 82/3 of Thai Revenue Code only. The contractor will receive the document within 30 - 90 days after delivery.

Period of Performance:

All item shall be delivered within 120 business days after purchase order is forwarded to vendor.

Shipment Of Equipment:

Delivery to the site is the responsibility of the contractor. The Contractor shall furnish a written shipment schedule plan to the Project Owner. The contractor is fully responsible for any damage to the equipment and ILEA property during shipping or transport to the site. All any damage or anything that need to be modify for shipment shall be the responsibility /replaced/repaired by the Contractor at no additional cost to the U.S. Embassy.

Installing Location:

ILEA Bangkok
88/8 Moo 3, Vibhavadi-Rangsit Road,
Talad Bangkhen, Laksi,
Bangkok, Thailand, 10210

Receiving and Installation Point of Contact:

- Khun Smit (COR) - SmitB@ileabangkok.com or 02-973-6935

Invoice and Payment Schedule:

- Invoice issue against each delivery.
- Fully payment will be made against each invoice within 30 days after delivery.

Remarks:

- Vendor is responsible for all shipping fees, taxes and other related expenses until the final destination.
- For the vendor whose point of origin for the goods is outside of Thailand. Quoted price must include all clearance and potential demurrage costs, door to door.

CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS AWARDED BY OVERSEAS CONTRACTING ACTIVITIES
(Current thru FAC 2021-2 effective 11/2020)

COMMERCIAL ITEMS

52.211-6 Brand Name or Equal.

As prescribed in 11.107(a), insert the following provision:

BRAND NAME OR EQUAL (AUG 1999)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must-

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by-

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

FAR 52.252-2 Clauses Incorporated By Reference (FEB 1998)

This purchase order or BPA incorporates the following 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. Also, the full text of a clause may be accessed electronically at this address: Acquisition.gov this address is subject to change.

DOSAR clauses may be accessed at: https://acquisition.gov/dosar

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

NUMBER	TITLE	DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system)	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.212-4	Contract Terms and Conditions – Commercial Items (Alternate I (MAY 2014) of 52.212-4 applies if the order is time-and-materials or labor-hour)	OCT 2018
52.225-19	Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only)	MAY 2020
52.227-19	Commercial Computer Software License (if order is for software)	DEC 2007
52.228-3	Workers' Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance)	JUL 2014
52.228-4	Workers' Compensation and War-Hazard Insurance (if order is for services and contractor employees are not covered by Defense Base Act insurance)	APR 1984
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	NOV 2020
52.246-26	REPORTING NON CONFORMING ITEMS	JUN 2020

The following clause is provided in full text:

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 clause)

52.212-3 **Offeror Representations and Certifications-Commercial Items.** ***(Nov 2020)***

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

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

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

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

Forced or indentured child labor means all work or service—

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

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

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

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

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

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

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

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

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended. "Sensitive technology"—

Sensitive technology—

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

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

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

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

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

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

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

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

Small business concern—

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

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

Small disadvantaged business concern, consistent with13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

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

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

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR124.104(c)(2); and

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that it □ is, □ is not a small business concern.

(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) *Service-disabled veteran-owned small business 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 as part of its offer that it □ is, □ is not a service-disabled veteran-owned small business concern.

(4) *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 CFR124.1002.

(5) *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.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that-

(i) It □ is, □ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that-

(i) It □ is, □ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each

EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:* _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *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.

(9) *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:_____

(10) *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, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order11246-

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

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

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

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

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

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

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

(f) *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) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "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**
_____	_____
_____	_____

Line Item No.	Country of Origin
_____	_____

[*List as necessary*]

(3) 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) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "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 Bahrainian, 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 Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

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, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) 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 I*. If Alternate I 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 Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
_____
_____
_____

[*List as necessary*]

(3) *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 Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[*List as necessary*]

(4) *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 paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, 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 Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[*List as necessary*]

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Offeror represents that–

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

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

(End of Provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (NOV 2020)

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

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

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

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

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

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

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

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

[*Contracting Officer check as appropriate*.]

__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUNE 2020), with *Alternate I* (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509)).

__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

_X_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) [Reserved].

__ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

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

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

__ (10) [Reserved].

__ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).

__ (ii) Alternate I (MAR 2020) of 52.219-3.

__ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (ii) Alternate I (MAR 2020) of 52.219-4.

__ (13) [Reserved]

__ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

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

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

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

__ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

__ (17) (i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (NOV 2016) of 52.219-9.

__ (iii) Alternate II (NOV 2016) of 52.219-9.

__ (iv) Alternate III (JUN 2020) of 52.219-9.

__ (v) Alternate IV (JUN 2020) of 52.219-9

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

__ (ii) Alternate I (MAR 2020) of 52.219-13.

__ (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).

__ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).

__ (22) (i) 52.219-28, Post Award Small Business Program Representation (NOV 2020) (15 U.S.C. 632(a)(2)).

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

__ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (MAR 2020) (15 U.S.C. 637(m)).

__ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar2020) (15 U.S.C. 637(m)).

__ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

__ (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15U.S.C. 637(a)(17)).

__ (27) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).

_X_ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN2020) (E.O.13126).

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

__ (30) (i) 52.222-26, Equal Opportunity (SEP 2016) (E.O.11246).

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

__ (31) (i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

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

__ (32)

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

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

__ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

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

_X_ (35) (i) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

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

__ (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

__ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

__ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

__ (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (OCT 2015) of 52.223-13.

__ (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun2014) of 52.223-14.

__ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

__ (43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (JUN 2014) of 52.223-16.

_X_ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

__ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

__ (46) 52.223-21, Foams (Jun2016) (E.O. 13693).

__ (47) (i) 52.224-3 Privacy Training (JAN 2017) (5 U.S.C. 552 a).

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

__ (48) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).

__ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C.chapter83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I (MAY 2014) of 52.225-3.

__ (iii) Alternate II (MAY 2014) of 52.225-3.

__ (iv) Alternate III (MAY 2014) of 52.225-3.

__ (50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).

_X_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302Note).

__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42 U.S.C. 5150).

__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

__ (55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).

_X_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

_X_ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT2018) (31 U.S.C. 3332).

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

__ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

__ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

__ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).

_X_ (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

__ (iii) Alternate II (FEB 2006) of 52.247-64.

(c) 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 items:

[*Contracting Officer check as appropriate.*]

__ (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 Under Executive Order 13658 (NOV 2020).

__ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

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

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

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

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

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

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

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

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

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

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

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

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

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

(xiii) (A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (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).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (41 U.S.C. chapter 67).

(xv) 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).

(xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

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

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

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) 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 items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6) CLAUSES

NUMBER	TITLE	DATE
652.225-71	Section 8(a) of the Export Administration Act of 1979, As Amended (if order exceeds simplified acquisition threshold)	AUG 1999
652.229-70	Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post)	JUL 1988
652.229-71	Personal Property Disposition at Posts Abroad	AUG 1999
652.237-72	Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility)	FEB 2015
652.239-71	Security Requirements for Unclassified Information Technology Resources (for orders that include information technology resources or services in which the contractor will have physical or electronic access to Department information that directly supports the mission of the Department)	SEP 2007
652.242-70	Contracting Officer's Representative (if a COR will be named for the order) Fill-in for paragraph b: "The COR is _____"	AUG 1999
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999
652.247-71	Shipping Instruction	FEB 2015

The following clause is provided in full text, and is applicable for orders for services that will require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD POLICY AND PROCEDURES (FEB 2015)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Policy and Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert the substance of this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Policy and Procedures may be accessed at: http://www.state.gov/m/ds/rls/rpt/c21664.htm.

(End of clause)

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.

(End of clause)