Dear Prospective Offeror/Quoter:

SUBJECT: 19CB6022Q0033: Request for Quotation for Provision of Food Services Work for U.S. Embassy Phnom Penh

The U.S. Embassy Phnom Penh has a requirement for Provision of Food Services Work for Marine Security Guards, U.S. Embassy Phnom Penh. You are invited to submit a quotation. The Request for Quotations (RFQ) consists of the following sections:

1. Standard Form SF-1449
2. Basic information, company profile/technical qualifications. Please see Section II.

The Embassy plans to award a contract. You are encouraged to make your quotation competitive. You are also cautioned against any collusion with other potential offerors with regard to price quotations to be submitted. The RFQ does not commit the U.S. Embassy to make any award. The U.S. Embassy may cancel this RFQ or any part of it.

Please read the RFQ carefully, and if you are interested, submit your quotation. Your quotation must be submitted in sealed envelopes marked Quotation for “Provision of Food Services Work” for U.S Embassy Phnom Penh to GSO-Procurement Section, # 1, Street 96, Phnom Penh, Cambodia or be sent by email to PhnomPenhProcurement@state.gov on or before 04:00 PM on July 07, 2022. Late quotations will not be accepted. RFQs will be evaluated using the lowest price, technically acceptable (LPTA) method.

I call your attention to the requirement of clause 52.204-7 - SYSTEM FOR AWARD MANAGEMENT (OCT 2018) in the solicitation document. All bidders must register in System for Award Management, and for registration, please follow the link: https://www.sam.gov/portal/public/SAM/.

Direct any questions regarding this solicitation to (PhnomPenhProcurement@state.gov).

Sincerely,

Chris Berkey
Contracting Officer

Enclosure:
As Stated.
## SECTION 1 - THE SCHEDULE

<table>
<thead>
<tr>
<th>SO</th>
<th>LICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, &amp; 30</td>
<td></td>
</tr>
</tbody>
</table>

**1. REQUISITION NUMBER**

**2. CONTRACT NO.**

**3. AWARD/EFFECTIVE DATE**

**4. ORDER NUMBER**

**5. SOLICITATION NUMBER**

**6. SOLICITATION ISSUE DATE**

**7. FOR SOLICITATION INFORMATION CALL:**

a. NAME

Chris Berkey

b. TELEPHONE NUMBER (No collect calls)

June 23, 2022

**8. OFFER DUE DATE/LOCAL TIME**

4:00 PM, July 07, 2022

**9. ISSUED BY**

CODE

**U.S. Embassy Phnom Penh**

# 1, Street 96, Phnom Penh, Cambodia

Tel: (855) 23 728 000

Email: PhnomPenhProcurement@state.gov

**10. THIS ACQUISITION IS**

☑ UNRESTRICTED OR ☐ SET ASIDE: _____ % FOR:

☑ SMALL BUSINESS

☑ HUBZONE SMALL BUSINESS

☑ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS

☑ WOMEN-OWNED SMALL BUSINESS

☐ (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM

☐ EDWOSB

☐ SIZE STANDARD:

**11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED**

☐ SEE SCHEDULE

**12. DISCOUNT TERMS**

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

13b. RATING

**14. METHOD OF SOLICITATION**

☒ RFQ  ☐ IFB  ☐ RFP

**15. DELIVER TO**

CODE

**16. ADMINISTERED BY**

CODE

See section 1 of this contract

**17a. CONTRACTOR/OFFERER**

CODE

FACILITY CODE

**18a. PAYMENT WILL BE MADE BY**

U.S. Embassy Phnom Penh

Financial Management Office

# 1, Street 96, Phnom Penh, Cambodia

**19. ITEM NO.**

**20. SCHEDULE OF SUPPLIES/SERVICES**

**21. QUANTITY**

**22. UNIT**

**23. UNIT PRICE**

**24. AMOUNT**

See Section 1 – The Schedule, Prices (see attached)

(Use Reverse and/or Attach Additional Sheets as Necessary)

**25. ACCOUNTING AND APPROPRIATION DATA**

**26. TOTAL AWARD AMOUNT**

(For Gov't. Use Only)

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

**28. CONTRACTOR/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE NOT ATTACHED**

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

**30a. SIGNATURE OF OFFEROR/CONTRACTOR**

**30b. NAME AND TITLE OF SIGNER (Type or print)**

Chris Berkey

**30c. DATE SIGNED**

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

**31b. NAME OF CONTRACTING OFFICER (Type or print)**

**31c. DATE SIGNED**
1. PRICES AND PERIOD OF PERFORMANCE

The Contractor shall perform food services work, including furnishing all labor, material, equipment and services, for the U.S. Embassy Phnom Penh Marine Security Guards. The price listed below shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The Government will pay the Contractor the fixed price per month for services. Food is purchased separately by Mess NCO (after approval of 30 day menu) and may be accompanied by the Contractor if needed.

1.1 VALUE ADDED TAX

VALUE ADDED TAX. Value Added Tax (VAT) is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion. It is reflected for each performance period. The entire solicitation is subject to a 10% VAT.

<table>
<thead>
<tr>
<th>1.2. Base Year Prices – August 01, 2022 – July 31, 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Services. The firm fixed price for the Base Year of the contract is:</td>
</tr>
<tr>
<td>Price per Month</td>
</tr>
<tr>
<td>-----------------</td>
</tr>
<tr>
<td>12</td>
</tr>
<tr>
<td>VAT (10%)</td>
</tr>
<tr>
<td>TOTAL</td>
</tr>
<tr>
<td>Total Price for Base Year</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.3. Option Year 1 Prices: August 01, 2023 – July 31, 2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Services. The firm fixed price for Option Year 1 of the contract is:</td>
</tr>
<tr>
<td>Price per Month</td>
</tr>
<tr>
<td>-----------------</td>
</tr>
<tr>
<td>12</td>
</tr>
<tr>
<td>VAT (10%)</td>
</tr>
<tr>
<td>TOTAL</td>
</tr>
<tr>
<td>Total Price for Option Year 1</td>
</tr>
</tbody>
</table>

1.4 Grand Total of Base and Option Year One

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Year Total</td>
<td></td>
</tr>
<tr>
<td>Option Year 1 Total</td>
<td></td>
</tr>
<tr>
<td>GRAND TOTAL- BASE AND OPTION YEAR ONE</td>
<td></td>
</tr>
</tbody>
</table>

* Please see Scope of Work in section III and work statement in Attachment 1.

II- SUBMITTAL REQUIREMENTS
The following documents must be submitted to the Contracting Officer to be considered for this opportunity. The documents include:

- Pricing Proposal and Quote;
- Brochure or other documentation of the firm indicating its experience and expertise of at least 3 years in practices similar to the required work;
- Resumes for personnel who will be assigned to the work; and
- A recent sampling of other completed flood study work.

### III- DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

#### 1. SCOPE OF WORK

The purpose of this fixed price contract is to obtain food services program for U.S. Government at U.S. Embassy Phnom Penh for Marine Security Guards at the Marine Security Guard Residence (MSGR). The Contractor shall perform services in designated spaces. The contract will be for a one year period from the date of the contract award, with one year option.

The Contractor shall furnish all managerial, administrative, and direct labor personnel that are necessary to accomplish the work in this contract. Contractor employees shall be on site only for contractual duties and not for other business purposes.

1.1 General Instructions

The Contractor shall prepare general instructions for the work force. The Contractor shall provide drafts to the Contracting Officer's Representative (COR) for review within thirty days after contract award. The Contracting Officer’s Representative must approve these general instructions before issuance.

1.2 Duties and Responsibilities

1.2.1 Certain areas listed in paragraph #3 require an escort and can only be entered during scheduled times. The General Instructions shall emphasize security requirements so that accidental security violations do not occur.

1.2.2 Contractor shall schedule cooking and serving requirements to ensure that these are done in the order and time frame specified and they are to be performed on a daily basis, Monday-Friday and Saturday.

<table>
<thead>
<tr>
<th>Day</th>
<th>Breakfast</th>
<th>Lunch</th>
<th>Dinner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday</td>
<td>7:00 am to 9:30 am</td>
<td>11:00 am to 1:30 pm</td>
<td>3:00 pm to 5:00 pm</td>
</tr>
<tr>
<td>Tuesday</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wednesday</td>
<td>6:00 am to 8:30 am</td>
<td>10:30 am to 12:30 pm</td>
<td>2:00 pm to 4:00 pm</td>
</tr>
<tr>
<td>Saturday</td>
<td>8:00 am to 10:30 am</td>
<td>12:00 pm to 2:00 pm</td>
<td></td>
</tr>
</tbody>
</table>
Dinner 3:00 pm to 4:30 pm

1.2.3. Contractor shall clean the kitchen, all dishes and appliances after each meal and cause minimal disruption to the normal operation of the facility. The COR shall determine the schedules that meet the needs of the individual facility.

1.3 Types of Services

Shall include the following work:

1.3.1 Daily Cooking and Serving Requirements:

a. Prepare breakfast by request, lunch by request, and a substantial dinner for the Detachment. Dinner should be prepared following a given menu, unless the COR approves the changes. Ensure that there is enough food for all members of the Detachment. Do not prepare food for more people than currently assigned to the Detachment unless specifically requested.

b. Utilize the local market for shopping when needed. You will accompany the Mess Fund Manager or an available member of the Detachment when doing the bulk of the shopping.

c. At no time will you handle money that belongs to the Mess Fund or Detachment. All transactions for goods will be handled by either the Mess Fund Manager, Detachment Commander, a current member of the Detachment.

d. Keep the following areas clean at all times: kitchen, pantry, microwave, oven, refrigerators, cabinets, floor, counters, and common area floors to include vacuuming of hallways. You must fulfill the procedure every day as needed, with special care and attention when cleaning all areas where food is stored and cooked.

e. From time to time the Detachment will host a dinner or a party requiring the employee to work evening hours. Since you will not work longer than nine hours in any given day, you will be notified in advance by the COR of any scheduled events.

f. Clean TV room to include dusting, vacuuming and wiping down the windows and door as needed.

g. Gym: wipe down all gym equipment, mop the floor, and clean all windows and doors as needed.

h. Bathrooms: Clean bathrooms to include mopping the floor and wiping down the sink and toilet. Ensure there is always soap, toilet paper, and paper towels stocked. Take out any trash as needed.

i. Clean the bar to include the bar countertop, shelves, sink, chairs, and floor as needed.

j. Large common room: mop and vacuum the floor of the large common room on a daily basis. This is the room of the house that will need the most attention paid to it. Dust the tables and wipe down the doors and doorknobs.

k. Dining room: keep the dining room table clean and ready for use at all times. Mop and vacuum the floor. Clean the windows and doors.
1. One of your most important duties will be laundry and ironing. Laundry should be started early in the morning to ensure it has time to finish before you leave. The laundry that needs to be done for the day will be left in the laundry room.

m. Upon the laundry being finished fold or hang it accordingly.

n. Iron clothes making sure to use the proper amount of heat, so the clothes are not burned or ruined.

o. Empty all trash cans and install a fresh bag to include the outside trash cans. All trash must be taken out upon your arrival and again before departing for the day.

2.0 MANAGEMENT AND SUPERVISION

2.1 The Contractor shall designate a representative who shall be responsible for supervision of the Contractor's workforce. This representative shall be the point of contact with U.S. Government personnel. The representative shall have sufficient English language skill to be able to communicate with members of the U.S. Government staff.

2.2 The Contractor shall maintain schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post.

2.3 The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site on a regular basis. The Contractor shall coordinate these visits with the COR. These visits shall be surprise inspections to those working on the contract.

2.4 The Contractor shall control overtime through efficient use of the work force. Individual work schedules shall not exceed 40 hours per week to preclude overtime being part of the services provided under the contract.

3.0 LOCATIONS FOR FOOD SERVICES

All services are to be delivered six days a week for seven USG Marine security personnel, providing a total of 21 meals per day (3 breakfast options, 3 lunch options and 3 dinner options) at the MSGR for U.S. Embassy Phnom Penh.

<table>
<thead>
<tr>
<th>Location</th>
<th>Estimated Service</th>
<th>Scheduled Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>MSGR</td>
<td>Cooking, Cleaning</td>
<td>See sections 1.2 and 1.3 requirements.</td>
</tr>
</tbody>
</table>

PERSONNEL

4.1 General. The Contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by Contractor employees at the site. The Contractor shall preserve peace and protect persons and property on site. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

4.2 Standard of Conduct.
Uniform/Appropriate Attire and Personal Equipment. The Contractor's employees shall wear clean, neat and appropriate attire when on duty. All employees shall wear attire approved by the Contracting Officer's Representative (COR). Although there is no uniform requirement, the Contractor shall ensure all employees arrive to work in clean and appropriate clothing. The food service clothing shall be commensurate with a high-quality operation and communicate a positive first impression for guests. In addition to appearance the clothing shall take into consideration employee safety (non-slick shoes to prevent slipping, long sleeve chef coat to avoid burns, aprons, etc.)

4.2.3 Neglect of duties shall not be condoned. The Contractor shall enforce no sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

4.2.4 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient Government operations.

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

4.2.6 Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:

- falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;
- unauthorized use of Government property, theft, vandalism, or immoral conduct;
- unethical or improper use of official authority or credentials; security violations; or, organizing or participating in gambling in any form.

4.2.7 Key Control. The Contractor shall retrieve keys from Post One upon arrival and return to keys to Post One upon departure each day. The Contractor shall maintain responsibility for all keys in their possession during the work day. The Contractor shall not duplicate keys without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from this contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system.

4.3 Notice to the Government of Labor Disputes

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

4.4 Personnel Security

4.4.1 After award of the contract, the Contractor shall provide the following list of data on each employee who will be working under the contract. The Contractor shall include a list of workers and supervisors assigned to this project. The Government will run background checks on these individuals. It is anticipated that security checks will take 30 days to perform. For each individual the list shall include:
The Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity card(s) on the uniform/attire at all times while providing services under this contract. These identity cards are the property of the US Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

4.5 Employee Safety Requirements

Contractor shall ensure that employees are supplied with and use proper safety personal protective equipment (PPE) such as aprons and potholders. Contractor employees will follow signed safety work procedures, which protect the Contractor employees and USG personnel in proximity to work site.

4.6 Key Personnel

4.6.1 Position and Function

The key personnel specified in this contract are essential to work performance. The only position considered in this contract is the MSG Detachment Cook.

4.6.2 Minimum Qualifications

MSG Detachment Cook

The MSG Detachment Cook is responsible for the development of menus, food storage, and cleanliness of the MSGR kitchen and dining areas. The MSG Cook shall have a minimum of 3 years’ experience managing food services operations demonstrating experience in premium level food and service execution. Culinary school diploma is preferred but not required.

Clearance Level: None

4.6.3 Substitutions

During the first 180 days of performance (after transition), the Contractor will make no substitutions of key personnel unless the substitution is required due to illness, death, or termination of employment. The Contractor will notify the Contracting Officer within 5 calendar days after the occurrence of any of these events.

4.6.4 Replacements

After the first 180 days of performance, the Contractor may substitute the key person if they determine that it is necessary. The Contractor will provide notice at least 45 days prior to diverting any of the specified individuals to other programs or contracts (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Contractor). The Contractor will notify the CO and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to permit evaluation by the Government of the impact on
performance under this contract. The proposed substitute shall possess qualifications comparable to the original key person and meet the minimum standards set forth in the contract.

4.6.5 Written Approval and Consent

The Contractor shall not divert or otherwise replace any key personnel without the written consent of the CO. The Government will modify the contract to reflect any changes in key personnel.

5.0. MATERIALS AND EQUIPMENT

MSGR is fully equipped. The Contractor is not required to provide any equipment.

6.0. GOVERNMENT FURNISHED PROPERTY/EQUIPMENT

6.1 The Contractor has the option to reject any or all Government furnished property or items (see Attachment 2 - GOVERNMENT FURNISHED PROPERTY). However, if rejected, the Contractor shall provide all necessary property, equipment or items, adequate in quantity and suitable for the intended purpose, to perform all work and provide all services at no additional cost to the Government. All Government furnished property or items are provided in an "as is" condition and shall be used only in connection with performance under this contract. The Contractor is responsible for the proper care, maintenance and use of Government property in its possession or control from time of receipt until properly relieved of responsibility in accordance with the terms of the contract. The Contractor shall pay all costs for repair or replacement of Government furnished property that is damaged or destroyed due to Contractor negligence.

6.2 The Contractor shall report the need for major repair, replacement and other work for Government property in its control.

7. INSURANCE

7.1 Amount of Insurance. The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

7.2 General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

1. Bodily Injury stated in U.S. Dollars:
   Per Occurrence $1,000
   Cumulative $10,000
2. Property Damage stated in U.S. Dollars:
   Per Occurrence $1,000
   Cumulative $10,000

7.3 The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.
For those Contractor employees assigned to this contract who are either United States citizens or direct hire in the United States or its possessions, the Contractor shall provide workers’ compensation insurance in accordance with FAR 52.228-3.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

any property of the Contractor,
its officers,
agents,
servants,
employees, or
any other person

arising from an incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

7.6 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

7.7 Government as Additional Insured. The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

7.8 Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within ten (10) calendar days after contract award. The Government may rescind or terminate the contract if the Contractor fails to timely submit insurance certificates identified above.

8.0 LAWS AND REGULATIONS

8.1 Without additional expense to the Government, the Contractor shall comply with all laws, codes, ordinances, and regulations required to perform this work. In the event of a conflict among the contract and requirements of local law, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

8.2 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

9.0 TRANSITION PLAN

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

10. DELIVERABLES

The following items shall be delivered under this contract:
<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Delivery To</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.4.1 List of Personnel</td>
<td>1</td>
<td>COR</td>
<td>10 days after award</td>
</tr>
<tr>
<td>7. Evidence of Insurance</td>
<td>1</td>
<td>COR</td>
<td>10 days after award</td>
</tr>
<tr>
<td>30-Day Menu Plan</td>
<td></td>
<td>COR</td>
<td>1 week prior to start of new menu cycle</td>
</tr>
<tr>
<td>Menu Adjustments</td>
<td></td>
<td>COR</td>
<td>1 week in advance of change</td>
</tr>
<tr>
<td>Menu Acceptability and Waste Report</td>
<td>1</td>
<td>COR</td>
<td>Monthly</td>
</tr>
<tr>
<td>Illness Reports</td>
<td></td>
<td>COR</td>
<td>Provide as part of the Program Management and QA Reviews</td>
</tr>
<tr>
<td>Food Storage Catalogue</td>
<td>1</td>
<td>COR</td>
<td>Prior to start of Option Year, updated when new items are developed</td>
</tr>
<tr>
<td>Food Storage Catalogue proposed changes</td>
<td>1</td>
<td>COR</td>
<td>Provide proposed change to COR for review and approval prior to formalization of change</td>
</tr>
<tr>
<td>Reporting Plan</td>
<td>1</td>
<td>COR</td>
<td>Start of performance</td>
</tr>
<tr>
<td>Risk Management Plan (Risk management and mitigation-quality control &amp; assurance, etc.)</td>
<td>1</td>
<td>COR</td>
<td>Provide as part of proposal response and updated/maintained throughout performance</td>
</tr>
<tr>
<td>Quality Control Plan</td>
<td>1</td>
<td>COR</td>
<td>Prior to Start of Performance and each Option Year</td>
</tr>
</tbody>
</table>

11. QUALITY CONTROL MANAGEMENT, QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

Quality Control

The Contractor, prior to implementation, shall provide for COR approval a Quality Control plan, that will include food service performance standards, metrics, and reporting required for quality control. This plan shall define the contractor's approach to Quality Assurance/Quality Control on the contract. It shall provide an overview of the contractor’s approach to the planning, organization, direction, and control of quality-related activities associated with the delivery and performance of products and services.

The Contractor shall specifically provide oversight to all food inspection activities while working within the requirements set forth by food service standards and regulations, the DOS Regional Medical Officer (RMO) and DOS Contracting Officer’s Representative (COR) in completing the following duties:

- Food Handling Procedure
- Menu Execution and Presentation
- MSGR kitchen inspections
- Food Storage inspections

11.1 Food Inspection Resources

The Contractor shall provide resources to perform food procurement, food handler training, public and food facility inspections, vulnerability assessments and QA/QC monthly reports for the MSGR kitchen and dining areas. These requirements shall meet or exceed established FDA, USDA requirements. MSGR kitchens shall be inspected on a routine basis or as determined by the individual sanitation
history and the potential risk associated with the number of personnel eating at a single site. The Contractor’s Food Service employees shall receive periodic refresher training and a medical records review of new employees. The Contractor’s food service employees shall be medically cleared prior to returning to work after receiving medical care.

11.2 Standard Operating Procedures (SOP)

The Contractor will develop MSG kitchen usage food SOPs and, upon COR approval of the SOPs, apply the SOPs during periodic site inspections. The contractor shall provide monthly quality control reports and perform overall trending by facility and contractor to the COR. All phases of food service operations shall be evaluated against contractual requirements. Provide monthly reports on QA/QC, inspection findings and notification to COR when follow-up action is needed, or a health hazard is identified during data analysis.

11.2.1 Medical Evaluation of Food Service Employees

The Contractor’s Food Service personnel who seek medical treatment must be medically cleared prior to returning to work. In the event there is a communicable disease, appropriate health recommendations shall be elevated to the COR and Contracting Officer.

11.3 Reporting Plan

Performance Data System

The Contractor will keep DOS informed of performance through deliverables, reports, and regular meetings with DOS representatives. The contractor shall capture and record resource changes against contract requirements to track schedules. Contractor shall also monitor resource allocation and performance data to determine whether sufficient resources are applied to required tasks, or whether reductions in work warrant corresponding reductions in staff. Analysis of labor, material, and equipment expenditures to work order and job code levels enables the COR and Program manager to track key data to verify that requirements are met to cost and schedule, and to identify and correct variances. The Contractor shall coordinate with the COR to enforce project controls at the site level. The Contractor’s systems should be flexible, scalable, and adaptable to each requirement offering DOS real-time performance data upon request with minimal risk of information exposure.

Business Systems

The Contractor’s business systems shall provide the support structure needed to input and track data for Quality Assurance/Quality Control (QA/QC) and performance management; personnel management; contract management; and to share deliverables and reports upon request.

11.4 Quality Control Plan

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

<table>
<thead>
<tr>
<th>Performance Objective</th>
<th>Scope of Work Para</th>
<th>Performance Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Performs all services set forth in the scope of work.

| 1 through 10 | All required services are performed and no more than one (1) customer complaint is received per month. |

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

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

11.4.3 PROCEDURES.

(a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

(b) The COR will complete appropriate documentation to record the complaint.

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

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

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

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

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.
ATTACHMENT 1
DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT

The Contractor will be responsible for being familiar with host nation laws and possess demonstrated ability for obtaining all licenses, permits and other official requirements allowing for the cooking of food items in the Marine Security Guard Residence (MSGR). When requested by the MSG Mess Non-Commissioned Officer (NCO), the Contractor may be required to accompany the Mess NCO on local food purchasing trips.

The Contractor shall provide all management, supervision, administrative support, labor, logistics, training, and transportation required to conduct food service operations.

The USG requires a variety of food services operations services including, but not limited to:

- Menu Planning and Coordination
- Food Sourcing and Provisioning
- Food Preparation and Service
• Food Service Staffing
• Quality Management

The Contractor shall follow all relevant applicable industry standards, codes, Government regulations, DOS guidance and written supplier’s recommendations in executing the services of this contract.

The Contractor will be responsible for being familiar with host nation laws and possess demonstrated ability for obtaining all licenses, permits and other official requirements allowing for the purchase, cooking, and transportation of food items into the Marine Security Guard Residence (MSGR).

Locations

The Contractor shall provide all Dining services for the Marine Security Guard Residence (MSGR) located at U.S. Embassy Phnom Penh, 1 Street 96, Phnom Penh, Cambodia. Clientele consist of Marine Security Guards (MSGs) working on the Embassy compound.

Hours of Operation:
Hours of operation will follow the established hours for food service operations;

Monday, Tuesday, Thursday, Friday

• Breakfast 7:00 am to 9:30 am
• Lunch 11:00 am to 1:30 pm
• Dinner 3:00 pm to 5:00 pm

Wednesday

• Breakfast 6:00 am to 8:30 am
• Lunch 10:30 am to 12:30 pm
• Dinner 2:00 pm to 4:00 pm

Saturday

• Breakfast 8:00 am to 10:30 am
• Lunch 12:00 pm to 2:00 pm
• Dinner 3:00 pm to 5:00 pm

1. General Requirements

The Contractor shall implement a DOS-approved food services support program to standardize food operations, meet mission requirements, control costs and provide good service to the MSG Detachment. The Contractor’s food services approach will incorporate change management to support an evolving DOS approved business plan to meet situational changes.

Objectives

• Provide a proper skill mix, and experience of qualified personnel
• High Quality Food Operations, with minimal disruptions during transitions
• Control Cost of Food Services
• Provide effective internal controls and management oversight in support of effective organizational processes
• Demonstrate an innovative approach to food operations
• High level of customer satisfaction
• When required, assist the MSG Mess NCO in identifying high quality food for meal preparation

**Licensing, Laws, and Regulations**
The Contractor will make certain that the proper host nation licensing and approvals are in place for employee(s) to be in full compliance with the laws and regulations.

2. Specific Requirements
   a. Food Service Operations
      i. Hours of Operation

      Hours of operation will follow the DOS established hours for food service operations.

      **Kitchen Services for the Week & Weekend**

      | Facility               | Breakfast Hours | Lunch Hours | Dinner Hours |
      |------------------------|-----------------|-------------|--------------|
      | MSGR: Mon/Tue/Thur/Fri | 7:00-9:30       | 11:00-13:30 | 15:00-17:00  |

      | Facility               | Breakfast Hours | Lunch Hours | Dinner Hours |
      |------------------------|-----------------|-------------|--------------|
      | MSGR: Wednesday        | 6:00-8:30       | 10:00-12:30 | 14:00-16:00  |
      | MSGR: Saturday         | 8:00-10:30      | 12:00-14:00 | 15:00-17:00  |

ii. Quantities of Meals

The MSG detachment at US Embassy *Phnom Penh* consists of seven Marines, which requires the preparation of 21 meals per day.

iii. Menu

The MSGR patrons are a diverse group: Americans who have traveled extensively and been exposed to many cultures as well as those who prefer their own regional cuisines in the U.S.; and individuals who have dietary restrictions for health, cultural or religious reasons.

The Contractor will develop a 20-day menu cycle, offering a variety of food selections for each meal and on a weekly basis, based upon acceptability ratings, availability of food items, and food preparation limitations, as well as cost of operations. The quality and appearance of the food shall be consistent.

The menu should incorporate local/regional cuisine, American and international dishes. There should be at least one healthy option with each meal. A wide selection of beverages, hot and cold and appropriate to the meal, should be available. Full use of leftovers can also extend the selection if items are stored and labeled in accordance with food safety standards.
Special meals (e.g. Mexican night, Italian supper, Asian stir-fry luncheon) are also possible introductions. A suitable selection for any identified vegetarian diners shall be on the menu daily as well.

1. Menu Planning

The Contractor shall establish 20-day menus that reflect meals variety consistent with the varied cultural, religious, and health dietary requirements of the MSGs. Menu items shall be fresh, prepared onsite, healthy, modern and authentic to the maximum extent practicable.

The Contractor shall utilize accepted cooking standards for food preparation and develop program specific standards to ensure consistency.

Contractor shall develop standards or recipe cards for items determined to be customer favorites. Cooking standards and recipes shall be available to the COR and included as part of program quality assurance program.

2. Menu Adjustments

The Contractor will submit adjustments to the menus to the COR one week in advance, in writing, for approval.

iv. Concept of Operations

Food is an important morale factor, as are the health priorities of a good diet. A successful food operation will be one that continuously pleases the diners; offers a wide variety of food choices; accommodates different dietary needs and desires based upon personal choice, ethnic experience and religious restrictions; is environmentally sustainable, exceeds goals, generates useful metrics and provides excellent service in all areas.

In order to normalize food operations, the Contractor shall have an ultimate goal of achieving a system that is: efficient; reduces waste; provides sufficient variety allowing the diner to make choices based on nutrition and variety; and is a pleasant experience overall.

The Contractor shall make use of local supplies for local, regional, and international dishes while utilizing international sources for main entrée items, as well as favorites (USA brand items if available). Planning the menu should account for available provisions.

The Contractor will staff and supply meals in accordance with meal hours and meal service specified in Section 1, 2.3 Locations, and 4.1.1 Hours of Operation.

v. Establishment of Facilities

The Contractor shall establish food service operations located within the MSGR. Offeror/Contractor shall coordinate with the COR on any additional equipment needs that are identified during the solicitation process.

Patrons may be expected to clean up after the meal by taking their dinnerware and trash to a designated site for turn-in and/or disposal. However, the Contractor is responsible for Cleanliness services at the MSGR. The designated site shall accommodate efforts to recycle plastics, glass, and paper apart from compostable food waste.

vi. Standards of Service
Contractor shall maintain a standard of service equal to commercial food service operations found locally.

1. Preparation
Contractor shall utilize the appropriate industry preparation standards for all food products and menu items. Contractor shall ensure food is not overcooked or undercooked, over seasoned or under seasoned.

2. Presentation
Food shall be well presented, readily replenished, and served at the right temperature for food safety requirements. Contractor shall use fresh ingredients to the maximum extent possible. Serving areas, equipment, pans and serving bowls shall be clean and free of drips and food particles. Serving utensils shall be replaced regularly throughout service to reduce cross contamination and provide a clean appearance.

3. Green Program and Waste Minimization
The Contractor shall utilize environmentally friendly cleaning products to the maximum extent practicable. The Contractor will demonstrate waste minimization through establishing historical usage, accurate forecasting, progressive cooking, and tracking of waste to continuously improve performance.

Contractor shall work to reduce and replace the use of disposable dining ware through expansion of dishwashing operations to the maximum extent practical.

4. Customer Service
The Contractor’s food service worker(s) will be knowledgeable, provide excellent customer service, and achieve compliance with U.S. food worker health standards. Staff shall be polite and address all customers with respect.

5. Food Handling and Safety
Food standards will be in accordance with the World Trade Organization recognized Codex Alimentarius. The Codex Alimentarius is an international reference point for the resolution of disputes concerning food safety and consumer protection.

6. Food Worker Health, Sanitation, and Hygiene
FDA and USDA Service Guidelines
The Contractor will follow current Food Service Sanitation and Public Health Service standards, and FDA and USDA food service guidelines, codes, and regulations. The contractor will monitor host nation evolution to World Health Organization (WHO) guidelines, including Codex Alimentarius, and incorporate WHO guidelines into its approach as appropriate.

Health and Sanitation Inspections
The Contractor will maintain and retain reports on health and sanitation inspections.

Food Service Management
The Contractor will train food service management and service staff in food handling procedures.

Food-Handling Awareness
The Contractor will provide periodic health, sanitation, and hygiene training to address food handling awareness and sanitation processes.

Fit for Duty
All Food Service workers will be physically capable, certified communicable disease-free, and attired in clean clothing.

Health Certifications
Health certifications shall be made by medical examination with exam documentation retained on file for DOS inspection.

7. Cleanliness
As part of the operation of the MSGR kitchen, the Contractor shall provide cleaning services. These services shall be performed in accordance with standard commercial cleaning practices. The MSGR kitchen and dining areas require regular cleaning of all visible dust, grease, dirt, soil, scuff marks, and debris from surfaces, fixtures, tables, walls, floors and carpets due to regular traffic. Additional standard cleaning services include, but are not limited to, the following: table bussing/cleaning during food service operations, sweeping, mopping, trash removal, washing kitchen/dining windows, disinfecting, cleaning entryways and mats, and basic metal polishing.

All indoor and outdoor kitchen/cafeteria spaces will be kept clean and sanitized.

8. Food Service Management System and Controls

Food Service Management System
The Contractor will implement and/or maintain a Food Service Manage System for maintaining accountability and limiting access to authorized patrons. With tracking and database tools for the Contractor’s program office, and storage facilities, the system will be a flexible and transparent inventory management solution. The system will enable the Contractor to monitor inventory levels, streamline purchasing, develop menus, standardize recipes, analyze data, and accurately report on a wide range of food service activities and metrics.

Access Control
The Contractor shall respect access controls to ensure only authorized guests are able to access the MSGR.

Fraud, Waste, and Abuse
The Contractor will have procedures, processes, and systems in place to detect and eliminate fraud, waste, and abuse.

b. Food Provisioning and Storage
Contractor shall provide all oversight, labor, materials, equipment, insurance and overhead to provide food provisions and storage services required to operate the MSGR kitchen.

i. Food Quality Standards
The quality of product shall be equivalent to standards established by USDA Agriculture Marketing Service Grades and Standards (https://www.ams.usda.gov/grades-standards), or better.

ii. U.S. and Familiar Brands
Patrons are American citizens that associate certain name brand products to high quality. Local products may be submitted, with approval for “equal”.

iii. Supply Chain Management
Best Value
Sources should be procured wherever possible to ensure highest quality and best value.

Receipt of Supplies
The Contractor may be required to accompany the Mess NCO on local food purchasing trips. These items will be received and stored in the appropriate areas within the MSGR.

Supply Rotation
All products in storage shall be dated and rotated for first-in, first-out distribution. Supplies required include:

Food
Food (perishable and non-perishable).

Beverages
Beverages to include all bottled water, milk, carbonated beverages, juices, coffee, and tea.

Emergency Food Supply Plan
The Contractor will provide and shall update the incorporated emergency supply management plan as needed, or upon request from the Government.

Prevent Spoilage
The Contractor’s Food Service Managers and Supervisors will follow USDA, HHS, and PHS published guidelines for procedures and processes to prevent spoilage. They shall consider regular inventory inspection, temperature rotations, the practice of first-in, first-out (FIFO), increased physical security for inventory, and selective or exclusive inventory access limitation.

iv. Supplies, Utensils, Dishware and Consumables
The USG will provide sufficient supplies, utensils, dishware and consumables to support the MSGR food service operations, with sufficient inventory to maintain operation for up to 30 days without re-stock. If levels fall below those required, the contractor must notify USG within 30 days so that no lapse in supplies/consumables will occur.

Supplies
Supplies include food supplies associated consumables (e.g. napkins, paper plates, plastic utensils, to-go boxes, etc.).

Utensils
Utensils include metal cutlery, serving spoons, pots, pans, kitchen crockery and cooking vessels.

Dining Ware
Dining ware, to include plates, bowls, glasses, and mugs.

c. Equipment and Facilities
The Contractor will operate fully furnished MSGR kitchens provided by the USG. The Contractor will be provided Government Furnished Equipment (GFE) that is up-to-date and fully maintained.

Contractor shall conduct a thorough assessment of all existing MSGR kitchens, and food service management equipment and ensure adequate supply of replacement equipment and parts are available for continuous operation.
Offeror shall propose an estimated list of required additional equipment to the Government for purchase within proposal, if required.

Maintenance Plan
The Embassy Operations & Maintenance contract (i.e. a separate contract) is responsible for the maintenance and repair of all MSGR kitchens (structure, electrical, plumbing, etc.) and its installed equipment (hoods, stoves, ovens, dishwashers, etc.). The Contractor will establish a plan for use, and inventory of all property, equipment, and materials used in contract performance. Procedures shall verify that property, equipment, and materials are used solely for purposes authorized in the contract.
ATTACHMENT 2
GOVERNMENT FURNISHED PROPERTY

The Government shall make the following property available to the Contractor as "Government furnished property" under the contract:

The Contractor is responsible for informing the COR, in writing, of GFP malfunctions within 24 hours of the occurrence.
The Government will provide available equipment spares.

Fully furnished kitchen to include:

- 3 Refrigerators
- 2 Freezers
- 1 Oven
- 1 Propane Grill (Outside)
- 1 Charcoal Grill (Outside)
- 1 Dishwasher
- 1 Toaster
- 1 Coffee Machine
- 1 Microwave
- 1 Air Fryer
- 1 Electric Fryer
- 3 Blenders
- 1 Crock Pot
- 1 Rice Cooker
- 1 Foreman Grill
- 1 Innomoon Slicer/Chopper
- 1 Ice Machine
- 1 Water Cooler
- General Cooking Supplies (i.e. Pots, Pans, Utensils)
- Storage (Tupperware) containers
- Pantry storage

Laundry room to include:

- 2 Washers
- 2 Dryer
- Iron(s)
- 2 Vacuums
- General cleaning supplies

(End of Work Statement and Attachments)

IV- CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS
AWARDED BY OVERSEAS CONTRACTING ACTIVITIES
COMMERCIAL ITEMS

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

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.204-7</td>
<td>SYSTEM FOR AWARD MANAGEMENT</td>
<td>OCT 2018</td>
</tr>
<tr>
<td>52.204-9</td>
<td>PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL</td>
<td>JAN 2011</td>
</tr>
<tr>
<td>52.204-13</td>
<td>SYSTEM FOR AWARD MANAGEMENT MAINTENANCE</td>
<td>OCT 2018</td>
</tr>
<tr>
<td>52.204-16</td>
<td>COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING</td>
<td>AUG 2020</td>
</tr>
<tr>
<td>52.204-18</td>
<td>COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE</td>
<td>AUG 2020</td>
</tr>
<tr>
<td>52.212-4</td>
<td>CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS</td>
<td>NOV 2021</td>
</tr>
<tr>
<td>52.217-9</td>
<td>OPTION TO EXTEND THE TERM OF THE CONTRACT</td>
<td>MAR 2000</td>
</tr>
<tr>
<td>52.223-17</td>
<td>AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS</td>
<td>AUG 2018</td>
</tr>
<tr>
<td>52.225-19</td>
<td>CONTRACTOR PERSONNEL IN A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES</td>
<td>MAY 2020</td>
</tr>
<tr>
<td>52.227-19</td>
<td>COMMERCIAL COMPUTER SOFTWARE LICENSE</td>
<td>DEC 2007</td>
</tr>
<tr>
<td>52.228-3</td>
<td>WORKERS’COMPENSATION INSURANCE</td>
<td>JUL 2014</td>
</tr>
<tr>
<td>52.228-4</td>
<td>WORKERS’ COMPENSATION AND WAR-HAZARD INSURANCE</td>
<td>APR 1984</td>
</tr>
<tr>
<td>52.244-6</td>
<td>SUBCONTRACTS FOR COMMERCIAL ITEMS</td>
<td>JAN 2022</td>
</tr>
<tr>
<td>52.246-26</td>
<td>REPORTING NONCONFORMING ITEMS</td>
<td>NOV 2021</td>
</tr>
</tbody>
</table>
The following clauses are provided in full text:

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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 Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision—

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

(b) Prohibition.

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

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

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

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

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

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

(d) Representation. The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and
(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

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

(e) Disclosures.

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

   (i) For covered equipment —

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

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

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

   (ii) For covered services—

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

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

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

   (i) For covered equipment —

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

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

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

   (ii) For covered services—

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

    (B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision. (End of provision)
Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means—

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

2. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

3. Telecommunications or video surveillance services provided by such entities or using such equipment; or

4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

1. Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

   (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
   (ii) For reasons relating to regional stability or surreptitious listening;

3. Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

4. Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

5. Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or


Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(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. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. 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.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

   (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

   (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

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

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

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

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

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS (NOV 2021)

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

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 —

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

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

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

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

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

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

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

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

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

(b)

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

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

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

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

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

(c) Offerors must complete the following representations when the resulting contract 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 CFR 124.1002.

(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)

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

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "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: 
(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)  
(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "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:

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[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.

Other Foreign End Products:

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[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:

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[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:

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<th>Line Item No.</th>
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[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:

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[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:

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[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

   (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).
   [The Contracting Officer must list in paragraph (ii)(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.

<table>
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<tr>
<th>Listed End Product</th>
<th>Listed Countries of Origin</th>
</tr>
</thead>
</table>

19CB6022Q0033 – Provision of Food Services Work
(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;

(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](https://www.law.cornell.edu/uscode/text/26/6109)). (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)](https://www.law.cornell.edu/uscode/text/31/7701), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](https://www.law.cornell.edu/uscode/text/26/6041), 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)](https://www.law.cornell.edu/uscode/text/31/7701)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](https://www.fbo.gov/solicitations/), 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)](https://www.fbo.gov/solicitations/) applies or the requirement is waived in accordance with the procedures at [9.108-4](https://www.fbo.gov/solicitations/).

(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 of 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](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](https://www.sam.gov)) for entities excluded from receiving federal awards for "covered telecommunications equipment or services ".

(2) The Offeror represents that–

(i) It[ḍ 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 (JAN 2022)**

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

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

(2) **52.204-23**, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) **52.204-25**, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

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


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


(5) [Reserved].
(10) [Reserved].
(11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021) (15 U.S.C. 657a).
(12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Sep 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
(13) [Reserved]
(ii) Alternate I (Mar 2020) of 52.219-6.
(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 (Nov 2021) (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 (Sep 2021) 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 (Sep 2021) (15 U.S.C. 637s).
(20) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
(22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Sep 2021) (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 (Sep 2021) (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 (Sep 2021) (15 U.S.C. 637(m)).
(26) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.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 (Jan 2022) (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.
(ii) Alternate I (Jul 2014) of 52.222-35.
(ii) Alternate I (Jul 2014) of 52.222-36.
(34) **52.222-40**, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).


(36) **52.222-54**, Employment Eligibility Verification (Nov 2021) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR **22.1803**.)

(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 (Jun 2016) (E.O. 13693).


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

(48) **52.225-1**, Buy American-Supplies (Nov 2021) (**41 U.S.C. chapter 83**).


__ (ii) Alternate I (Jan 2021) of **52.225-3**.

__ (iii) Alternate II (Jan 2021) of **52.225-3**.

__ (iv) Alternate III (Jan 2021) of **52.225-3**.


_X_ (51) **52.225-13**, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).


(53) **52.226-4**, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (**42 U.S.C. 5150**).

(54) **52.226-5**, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (**42 U.S.C. 5150**).

(55) **52.229-12**, Tax on Certain Foreign Procurements (Feb 2021).


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


(2) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).


(ii) Alternate I (Apr 2003) of 52.247-64.

(iii) Alternate II (Nov 2021) of 52.247-64.

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

[Paragraph (c) is not applicable]


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

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


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

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

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

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

(e)

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

   (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 (Nov 2021) (Section 1634 of Pub. L. 115-91).
   (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
   (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).
   (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.
   (xvi) 52.222-54, Employment Eligibility Verification (Nov 2021) (E.O. 12989).
   (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
   (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
   (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 (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>652.225-71</td>
<td>SECTION 8(a) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (if order exceeds simplified acquisition threshold)</td>
<td>AUG 1999</td>
</tr>
<tr>
<td>652.229-70</td>
<td>EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES. (for supplies to be delivered to an overseas post)</td>
<td>JUL 1988</td>
</tr>
<tr>
<td>652.229-71</td>
<td>PERSONAL PROPERTY DISPOSITION A POSTS ABROAD</td>
<td>AUG 1999</td>
</tr>
<tr>
<td>652.237-72</td>
<td>OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE</td>
<td>FEB 2015</td>
</tr>
<tr>
<td>652.239-71</td>
<td>SECURITY REQUIREMENTS FOR UNCLASSIFIED RESOURCES</td>
<td>SEP 2007</td>
</tr>
<tr>
<td>652.242-70</td>
<td>CONTRACTING OFFICER’S REPRESENTATIVE (COR) “The COR is Travel Assistant, GSO”</td>
<td>AUG 1999</td>
</tr>
<tr>
<td>652.242-73</td>
<td>AUTHORIZATION AND PERFORMANCE</td>
<td>AUG 1999</td>
</tr>
<tr>
<td>652.243-70</td>
<td>NOTICES</td>
<td>AUG 1999</td>
</tr>
<tr>
<td>652.247-71</td>
<td>SHIPPING INSTRUCTIONS</td>
<td>FEB 2015</td>
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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)