

Date: June 13, 2025

Dear Prospective Quoter:

Subject: Request for Quotations Number PR15335491 – Cell Phone Services for U.S. Embassy, Sofia, Bulgaria

Enclosed is a Request for Quotations (RFQ) for cell phone services for U.S. Embassy, Sofia, Bulgaria. If you would like to submit quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

The U.S. Government intends to award a contract to the responsible offeror representing best value using comparative evaluation authorized under FAR 13.106-2(b) (3). A comparative evaluation is defined as the act of comparing two or more offers in response to the RFQ. The item-by-item comparison is performed by comparing each offer directly to one another to determine which provides the best value to the Department.

Comparative evaluation is NOT a low price technically acceptable (LPTA) or trade-off process. Prospective offers must still meet basic standards for responsibility at FAR 9.104 and solicitation compliance to be eligible for award. We intend to award a contract based on initial quotations, without holding discussions, although we may hold discussions with companies if there is a need to do so.

**Quotations are due by 17:00 h local time on Friday, June 27, 2025.** No quotations will be accepted after this time. Proposals must be in English and incomplete proposals will not be accepted.

Your quotation must be submitted electronically to [SofiaGSO-Procurement@state.gov](mailto:SofiaGSO-Procurement@state.gov). It is important to make sure the submission is made in specific size and format; in MS-Word or MS-Excel or Adobe Acrobat (pdf) file format. The file size must not exceed 30MB. If the file size should exceed the 30MB, the submission must be made in separate files and attached to separate emails with less than 30MB each.

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

1. SF-1449
2. Section 1, Pricing
3. Section 5 Representations and Certifications
4. Additional information as required in Section 3
5. Proof of SAM Registration
7. CYBERSECURITY SUPPLY CHAIN RISK MANAGEMENT, Attachment 2, C- SCRM Questionnaire

Offerors shall be registered in the SAM (System for Award Management) database at <https://www.sam.gov> prior to submittal of their offer/proposal as prescribed under FAR 4.1102. Failure to be registered at time of proposal submission may deem the offeror's proposal to be considered non-responsible and no further consideration will be given. Therefore, offerors are highly encouraged to register immediately if they are interested in submitting a response to this requirement.

Sincerely,  
Demetrus Sutton  
Contracting Officer



Enclosure:

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## SECTION 1 - THE SCHEDULE

### CONTINUATION TO SF-1449 RFQ NUMBER PR15335491 PRICES, BLOCK 23

#### I. SCOPE OF CONTRACT

The Contractor shall provide mobile telephone services to the Embassy of the United States of America in Sofia, Bulgaria. The prices 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 on a monthly basis for Standard Services that have been satisfactorily performed.

Temporary Additional Services are defined as rental on a daily basis of a cellphone with a SIM card. These services shall support special events at the Post. The Contractor shall provide Temporary Additional Services in addition to the scheduled services specified in this contract. The Contracting Officer shall order Temporary Additional Services on an as needed basis. This work shall not be subcontracted. The Contracting Officer may require the Contractor to provide Temporary Additional Services with 48-hour advance notice.

The Contractor shall include in its next regular invoice details of the Temporary Additional Services and, if applicable, the materials provided and requested under these services. The Contractor shall also include a copy of the Contracting Officer's written confirmation for the Temporary Additional Services.

#### II. PERIOD OF PERFORMANCE

The contract will be for a one-year period from the date of the contract award, with three year options to renew.

#### III. PRICING

Pricing shall be made on a monthly fixed rate basis for the different tariff plans as per the pricing table below.

#### VALUE ADDED TAX (VAT)

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. The amount of VAT to be charged is 20%. VAT amount is charged on all aspects of the contract.

3.1. Pricing for the Base Year – Estimated quantities (The Base Year of the contract starts on the date of the contract award and continues for a period of 12 months)

CLIN	Description	Estimated Qty/ Month	Unit	Unit Price/Month BGN	Total Yearly Price BGN
<b>I.</b>	<b>STANDARD SERVICES</b>				
I.1.	Voice Only Service – <i>Unlimited Voice &amp; SMS/MMS</i>	10	Monthly fixed rate per phone billed monthly		
I.2.	Voice, Data & SMS/MMS Service – <i>Unlimited Voice and SMS/MMS, 20GB/month Data Limit</i>	290	Monthly fixed rate per phone billed monthly		
I.3.	Voice, Data & SMS/MMS Service – <i>Unlimited Voice and SMS/MMS, Unlimited Data</i>	20	Monthly fixed rate per phone billed monthly		
I.4.	Roaming Package Voice, Data & SMS/MMS – <i>5GB, 100 minutes, 20 SMS/MMS</i> Non-EU, Not USA countries: <ul style="list-style-type: none"> <li>• United Kingdom</li> <li>• Bosnia</li> <li>• Montenegro</li> <li>• Albania</li> <li>• North Macedonia</li> <li>• Kosovo</li> <li>• Serbia</li> <li>• Turkey</li> </ul> Roaming package for the countries listed. 5GB cap on data, 100 minutes of voice and 20 SMS/MMS.	15	Monthly fixed rate per phone billed monthly		
				Total for standard services	

<b>II.</b>	<b>TEMPORARY ADDITIONAL SERVICES</b>				
II.1.	Rental of Cellphone with SIM Card	1	Phone per day		
	Total for temporary additional services				
	VAT 20%				
	Grand Total for Base Year				

3.2. Pricing for Option Year 1 – Estimated quantities (Option Year 1 of the contract continues for a period of 12 months)

CLIN	Description	Estimated Qty/ Month	Unit	Unit Price/Month BGN	Total Yearly Price BGN
<b>I.</b>	<b>STANDARD SERVICES</b>				
I.1.	Voice Only Service – <i>Unlimited Voice &amp; SMS/MMS</i>	10	Monthly fixed rate per phone billed monthly		
I.2.	Voice, Data & SMS/MMS Service – <i>Unlimited Voice and SMS/MMS, 20GB/month Data Limit</i>	290	Monthly fixed rate per phone billed monthly		
I.3.	Voice, Data & SMS/MMS Service – <i>Unlimited Voice and SMS/MMS, Unlimited Data</i>	20	Monthly fixed rate per phone billed monthly		
I.4.	Roaming Package Voice, Data & SMS/MMS – <i>5GB, 100 minutes, 20 SMS/MMS</i> Non-EU, Not USA countries: <ul style="list-style-type: none"> <li>• United Kingdom</li> <li>• Bosnia</li> <li>• Montenegro</li> <li>• Albania</li> <li>• North Macedonia</li> <li>• Kosovo</li> <li>• Serbia</li> <li>• Turkey</li> </ul> Roaming package for the countries listed. 5GB cap on data, 100 minutes of voice and 20 SMS/MMS.	15	Monthly fixed rate per phone billed monthly		
				Total for standard services	

II.	TEMPORARY ADDITIONAL SERVICES				
II.1.	Rental of Cellphone with SIM Card	1	Phone per day		
				Total for temporary additional services	
				VAT 20%	
				Grand Total for Base Year	

3.3. Pricing for Option Year 2 – Estimated quantities (Option Year 2 of the contract continues for a period of 12 months)

CLIN	Description	Estimated Qty/ Month	Unit	Unit Price/Month BGN	Total Yearly Price BGN
<b>I.</b>	<b>STANDARD SERVICES</b>				
I.1.	Voice Only Service – <i>Unlimited Voice &amp; SMS/MMS</i>	10	Monthly fixed rate per phone billed monthly		
I.2.	Voice, Data & SMS/MMS Service – <i>Unlimited Voice and SMS/MMS, 20GB/month Data Limit</i>	290	Monthly fixed rate per phone billed monthly		
I.3.	Voice, Data & SMS/MMS Service – <i>Unlimited Voice and SMS/MMS, Unlimited Data</i>	20	Monthly fixed rate per phone billed monthly		
I.4.	Roaming Package Voice, Data & SMS/MMS – <i>5GB, 100 minutes, 20 SMS/MMS</i> Non-EU, Not USA countries: <ul style="list-style-type: none"> <li>• United Kingdom</li> <li>• Bosnia</li> <li>• Montenegro</li> <li>• Albania</li> <li>• North Macedonia</li> <li>• Kosovo</li> <li>• Serbia</li> <li>• Turkey</li> </ul> Roaming package for the countries listed. 5GB cap on data, 100 minutes of voice and 20 SMS/MMS.	15	Monthly fixed rate per phone billed monthly		
				Total for standard services	

<b>II.</b>	<b>TEMPORARY ADDITIONAL SERVICES</b>				
II.1.	Rental of Cellphone with SIM Card	1	Phone per day		
	Total for temporary additional services				
	VAT 20%				
	Grand Total for Base Year				

3.4. Pricing for Option Year 3 – Estimated quantities (Option Year 3 of the contract continues for a period of 12 months)

CLIN	Description	Estimated Qty/ Month	Unit	Unit Price/Month BGN	Total Yearly Price BGN
<b>I.</b>	<b>STANDARD SERVICES</b>				
I.1.	Voice Only Service – <i>Unlimited Voice &amp; SMS/MMS</i>	10	Monthly fixed rate per phone billed monthly		
I.2.	Voice, Data & SMS/MMS Service – <i>Unlimited Voice and SMS/MMS, 20GB/month Data Limit</i>	290	Monthly fixed rate per phone billed monthly		
I.3.	Voice, Data & SMS/MMS Service – <i>Unlimited Voice and SMS/MMS, Unlimited Data</i>	20	Monthly fixed rate per phone billed monthly		
I.4.	Roaming Package Voice, Data & SMS/MMS – <b>5GB, 100 minutes, 20 SMS/MMS</b> Non-EU, Not USA countries: <ul style="list-style-type: none"> <li>• United Kingdom</li> <li>• Bosnia</li> <li>• Montenegro</li> <li>• Albania</li> <li>• North Macedonia</li> <li>• Kosovo</li> <li>• Serbia</li> <li>• Turkey</li> </ul> Roaming package for the countries listed. 5GB cap on data, 100 minutes of voice and 20 SMS/MMS.	15	Monthly fixed rate per phone billed monthly		
				Total for standard services	



<b>II.</b>	<b>TEMPORARY ADDITIONAL SERVICES</b>				
II.1.	Rental of Cellphone with SIM Card	1	Phone per day		
	Total for temporary additional services				
	VAT 20%				
	Grand Total for Base Year				

Base Year Total	
Option Year 1 Total	
Option Year 2 Total	
Option Year 3 Total	
GRAND TOTAL FOR BASE + ALL OPTION YEARS	

During this contract period, the Government shall place orders totaling a minimum of USD 500.00. This reflects the contract guarantee minimum for this period of performance. The amount of all orders shall not exceed USD 250,000.00. This reflects the contract maximum for this period of performance.

**CONTINUATION TO SF-1449**  
**RFQ NUMBER PR15335491**  
**INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT**  
**SCHEDULE OF SERVICES, BLOCK 20**

**1. PERFORMANCE WORK STATEMENT**

**1.1 Purpose:**

The purpose of this contract is to secure a qualified contractor to provide mobile data plan management, network coverage, and associated mobile services to U.S. Department of State personnel stationed at the U.S. Embassy in Sofia, Bulgaria. The contractor will ensure that Embassy staff have access to reliable and secure mobile communication services to support embassy operations. This will include local, regional, and international coverage, ensuring seamless communication for official duties both within Bulgaria and while traveling globally.

The selected contractor will provide cost-effective mobile data plans, reliable network coverage, and superior customer support while meeting all U.S. Department of State security, operational, and regulatory requirements. The contractor is also expected to ensure compliance with all relevant U.S. federal regulations governing communications, data security, and privacy protection.

**1.2 Scope:**

The scope of this contract includes, but is not limited to, the following services:

- **Mobile Coverage and Service Delivery:** Provide uninterrupted mobile phone services (voice and data) to Department of State personnel based at the U.S. Embassy Sofia and associated locations. The contractor must ensure service coverage within Sofia and throughout Bulgaria, as well as reliable international roaming options for global travel.
- **Data Plans and Service Flexibility:** Offer mobile data plans that align with the operational needs of embassy staff, including high-speed data for both domestic and international usage. The plans should be flexible and scalable to accommodate varying data usage levels, from general office duties to mission-critical operations.
- **Secure Communications and Data Protection:** Provide secure mobile communication channels to protect sensitive embassy operations, in compliance with U.S. Government security protocols and international data protection laws, such as GDPR for activities in the European Union. This includes encryption, secure VPN access, and robust data privacy measures.
- **International Roaming:** Offer affordable and flexible international roaming options, ensuring that mobile services are available for Department of State personnel traveling to various locations around the world. Roaming charges should be transparent, competitive, and consistent with government-approved rates.
- **Customer Support:** Provide a 24/7 customer support system to address service issues for embassy personnel. The support should be available in English and accessible across different time zones and locations.
- **Network Resilience and Disaster Recovery:** The contractor must ensure that the mobile network is resilient, with minimal downtime, and have plans in place to restore services in the event of an emergency or disaster.
- **Reporting and Performance Monitoring:** Regular reporting on network performance, data usage, cost management, and user satisfaction. The contractor must also provide real-time support to resolve any service disruptions.

- **Regulatory Compliance:** Ensure that all services meet U.S. and international regulations, including compliance with U.S. Government directives regarding communication services for diplomatic missions.

### 1.3 Period and Place of Performance

The period of performance for this contract will be 1 Base Year + 3 Option Years. Services will begin upon award of the contract and continue for the specified duration unless terminated earlier by mutual agreement or due to a breach of contract. The primary place of performance will be the U.S. Embassy in Sofia, Bulgaria. The contractor will also be expected to support embassy personnel during international travel, which may require service delivery at multiple global locations.

### 1.4 Background

The U.S. Embassy Sofia functions as the primary diplomatic mission of the United States in Bulgaria, playing a key role in supporting U.S. foreign policy and national security interests. Embassy personnel depend on reliable, secure, and cost-effective mobile communication services to carry out their duties effectively within Bulgaria and during international assignments.

Given evolving operational needs, advancements in technology, new security mandates, and the expiration of the current cellular contract, there is a need for a new contract that will meet these demands. The Department of State's U.S. Embassy Sofia is seeking a contractor who can deliver a tailored mobile communication solution that addresses the specific needs of Embassy personnel for local, regional, and international coverage.

This contract will ensure that U.S. Embassy staff have uninterrupted access to mobile communication tools essential for daily operations, diplomatic engagements, and security tasks. The selected contractor will be expected to provide innovative solutions, optimize costs, and uphold the highest standards of security and service reliability, in full compliance with U.S. Government regulations and policies.

## 2. STATEMENT OF OBJECTIVES (SOO) FOR MOBILE DATA PLAN MANAGEMENT, COVERAGE, AND SUPPORT

### 2.1 Introduction:

The U.S. Embassy in Sofia, Bulgaria, requires a contractor to provide comprehensive mobile data plan management, network coverage, and associated services for its personnel. The contractor will ensure reliable, secure, and cost-effective mobile services, including data plans and coverage, while adhering to the agency's security and operational requirements. The contractor must be able to provide comprehensive mobile coverage locally, regionally, and internationally to support the global operations of the U.S. Embassy.

### 2.2 Objectives, Desired Outcomes, and Performance Indicators:

#### Objective 1: Global Network Reliability and Resilience

- **Desired Outcome:** Continuous, uninterrupted mobile phone service with minimal downtime across all local, regional, and international locations.
- **Performance Indicators:**
  - Maintained local coverage of at least 90% across Bulgaria's key operational areas.
  - International roaming capabilities that support consistent voice, SMS, and data worldwide.
  - Documented strategy for network survivability and swift recovery in emergencies.

#### Objective 2: Cost Efficiency and Optimization

- **Desired Outcome:** Cost-effective mobile phone plans that meet the agency's needs without compromising service quality, including optimized international roaming rates.
- **Performance Indicators:**
  - Fixed-rate or clearly tiered monthly plans for domestic/international usage.

- Clear invoicing that separates VAT and identifies any additional charges.
- Evidence of proactive cost-optimization measures.
- 

### Objective 3: Data Security and Privacy

- **Desired Outcome:** Secure mobile data services that protect sensitive information, complying with all relevant data protection regulations (e.g., GDPR).
- **Performance Indicators:**
  - Contractor-provided documentation of encryption, secure login processes, and data protection protocols.
  - Immediate notification to the Embassy of any suspected breach or significant vulnerability.

### Objective 4: 24/7 Global Customer Support

- **Desired Outcome:** Responsive and high-quality customer support available across all time zones and in relevant languages.
- **Performance Indicators:**
  - A named Key Account/Project Manager fluent in English.
  - Defined response time targets.
  - Documented escalation path for unresolved or critical issues.

### Objective 5: Technological Adaptability and Innovation

- **Desired Outcome:** Integration of cutting-edge mobile technologies, to ensure global compatibility.
- **Performance Indicators:**
  - Regular communication on new mobile technologies and relevant enhancements.
  - Clear path to incorporate updates or improvements without disrupting existing service.

### Objective 6: Scalability and Future-Proofing

- **Desired Outcome:** Mobile solutions that can scale to meet the agency's evolving needs, accommodating future growth and expansion.
- **Performance Indicators:**
  - Ability to provide new lines (SIM + phone number) within a defined timeframe of notice.
  - Availability of temporary rental phones to support special events on short notice.

### Objective 7: Quality Assurance and Performance Monitoring

- **Desired Outcome:** A robust system for monitoring service performance and ensuring consistent quality across all regions.
- **Performance Indicators:**
  - Regular review of key performance metrics (coverage gaps, dropped calls, customer satisfaction).
  - Prompt corrective actions and transparent reporting of issue resolution.

### Objective 8: SMS Usage Control

- **Desired Outcome:** Effective control and limitation of SMS-based parking payments on official mobile phones.
- **Performance Indicators:**
  - Implement a control mechanism to restrict unauthorized SMS transactions, with flexible parameters and reporting tools to track usage.

## 3. CONTRACTOR RESPONSIBILITIES:

The contractor will be responsible for:

- Providing mobile service plans that meet the agency's needs for global coverage and data usage.
- Ensuring services are reliable, secure, and cost-effective.
- Offering 24/7 global customer support.
- Integrating the latest technologies.

- Providing scalable solutions.

#### 4. EVALUATION CRITERIA:

Proposals will be evaluated based on:

- Network reliability and resilience.
- Cost efficiency.
- Data security and compliance.
- Customer support quality.
- Technological innovation.
- Scalability.
- Performance monitoring.
- Ability to control SMS payments.

#### 5. CONCLUSION

This Statement of Objectives (SOO) outlines the desired outcomes for the United States Embassy in Sofia's mobile telephone services contract. Offerors are encouraged to propose innovative and cost-effective solutions that meet or exceed these objectives. The Government seeks a performance-based approach that delivers high-quality, secure, and adaptive mobile services to support its mission needs. Contractors are encouraged to request clarification on any section of this Statement of Objectives.

#### 6. DETAILED BILLING

6.1 The Contractor shall provide a monthly breakdown of calls made by individual numbers. The breakdown shall clearly show:

Called Number  
Time and Date of the Call  
Duration of the Call  
Price

6.2 The monthly lists of calls made shall be forwarded to the Contracting Officer's Representative (COR) until the end of each current month for the previous month.

#### 7. INVOICING

The Contractor shall submit monthly invoices to the address shown below. A proper invoice must include the following information:

Contractor's name and bank account information for payments by wire transfers

Invoice Date

Contract Number

A summary showing a listing of each line with total monthly price in local currency for that line. A detailed invoice for each agency has to be attached to each summary invoice and should include the cost breakdown by each telephone line according to the pricing schedule

A detailed list of all calls made for each line

Prompt payment discount, if any

Name, title, phone number, and address of person to contact in case of defective invoice

If an invoice does not contain the above information, the Government reserves the right to reject the invoice as improper and return it to the Contractor within 7 calendars days. The Contractor must then submit a proper invoice.

The Contractor will send all invoices to the following address:

Electronic invoices should be sent to [Sofia\\_FMO\\_Vou@state.gov](mailto:Sofia_FMO_Vou@state.gov).

The Order Number shall be clearly stated on the invoice and in the subject of the e-mail to allow proper handling and prompt payment.

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

#### 8. KEY PERSONNEL

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

<u>POSITION/FUNCTION</u> _____	<u>NAME</u> _____
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Project Manager

8.2 During the first 90 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is required due to illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required below to the Contracting Officer at least 15 days before making any permanent substitutions.

8.3 After the first 90 days of performance, the Contractor may substitute a key person if the Contractor determines that it is necessary. The Contractor shall notify the Contracting Officer of the proposed action immediately. Prior to making the substitution, the Contractor will provide the information required below to the Contracting Officer.

8.4 The Contractor shall provide a detailed explanation of the circumstances requiring the proposed substitution, a complete resume for the proposed substitute. The proposed substitute shall possess qualifications comparable to the original key person. The Contracting Officer will notify the Contractor of its approval or disapproval of the substitution within 15 calendar days after receiving the required information. The Government will modify the contract to reflect any changes in key personnel.

#### 9. PERMITS

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

#### 10. GOVERNMENT FURNISHED PROPERTY

The Government intends to use Government Owned Equipment as listed in Attachment 1. The Contractor shall provide a fully functional SIM card, telephone number, and appropriate security codes for all existing Government cell-phones.

11. ADDITION OF NEW LINES

The Contractor will provide a fully functional SIM card, telephone number, and appropriate security codes to the COR within 24 hours after receiving a delivery order under the contract.

12. NON-OFFICIAL LINES

This Contract is valid only for official Government needs.

13. DISCLOSURE OF INFORMATION

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

14. TECHNOLOGICAL REFRESHMENT

After contract award, the Government may; pursuant to FAR clause 52.212-4 - Contract Terms and Conditions –Commercial Items, paragraph (c), Changes; request changes within the scope of the contract. These changes may be required to improve performance or react to changes in technology.

The Contractor may propose for the Government's technological refreshment, substitutions or additions for any provided products or services that may become available as a result of technological improvements. The Government may, at any time during the term of this contract or any extensions thereof, modify the contract to acquire products which are similar to those under the contract and that the Contractor has, or has not, formally announced for marketing purposes. This action is considered to be within the scope of the contract. At the option of the Government, a demonstration of the substitute product may be required. The Government is under no obligation to modify the contract in response to the proposed additions or substitutions.

Such substitutions or additions may include any part of, or all of, a given product(s) provided that the following conditions are met and substantiated by documentation in the technological refreshment proposal:

The proposed product(s) shall meet all of the technical specifications of this document and conform to the terms and conditions cited in the contract.

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

The proposal shall discuss the impact on hardware, services, and delivery schedules. The cost of the changes not specifically addressed in the proposal shall be borne entirely by the Contractor.

Contractor has the right to withdraw, in whole or in part, any technological refreshment proposal prior to acceptance by the Government. Contractor will use commercially reasonable efforts to ensure that prices for substitutions or additions are comparable to replaced or discontinued products. If a technological refreshment proposal is accepted and made a part of this contract, an equitable adjustment, increasing or decreasing the contract price, may be required and any other affected provisions of this contract shall be made in accordance with FAR clause 52.212-4, paragraph (c), Changes, and other applicable clauses of the contract.

15. SPECIAL SHORT TERM PROMOTION

For the entire contract duration, the Contractor will offer the U.S. Embassy the option to take advantage of any promotional programs that it offers and that is suited for use by U.S. Embassy staff. The U.S. Embassy, at its own discretion, will have the option to take or reject the opportunity.

16. DELIVERY ORDERS

The Contracting Officer will issue delivery orders to order phone and services to the Contractor for performance of work under this contract. If an order is given orally, it will be followed up by a written delivery order within 7 days.

17. CUSTOMER SERVICE CENTERS

The Contractor is to provide a telephone number for the purpose of reporting equipment problems and malfunctions, billing inquiries, and customer question regarding accounts and services.

18. SURVIVABILITY AND RECOVERY

The Contractor shall have a working system of network survivability in case of emergencies and serious disasters when all networks may be jammed or when parts of the network are destroyed.

The Contractor shall have a recovery plan in place that shall deal with such occurrences.

19. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

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

Performance Objective	Scope of Work Para	Performance Threshold
<u>Services.</u> Performs all services set forth in Statement of Work.	Paras 1. thru 18.	All required services are performed and no more than one (1) customer complaint is received per month.

19.1 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.

19.2 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.

19.3 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, Government Furnished Property

List of Cell Phone Types that the Government owns and intends to use with the services provided in this contract:

Device Model Unlocked Devices	Typical Model Number(s)
<b>iPhone 11 Series</b>	
iPhone 11 (64GB)	A2111, A2221, A2223
iPhone 11 (128GB)	A2111, A2221, A2223
iPhone 11 (256GB)	A2111, A2221, A2223
<b>iPhone 12 Series</b>	
iPhone 12 (64GB)	A2172, A2402, A2404
iPhone 12 (128GB)	A2172, A2402, A2404
iPhone 12 (256GB)	A2172, A2402, A2404
iPhone 12 mini (64GB)	A2176, A2398, A2400
iPhone 12 Pro (128GB)	A2341, A2406, A2408
iPhone 12 Pro (256GB)	A2341, A2406, A2408
iPhone 12 Pro (512GB)	A2341, A2406, A2408
iPhone 12 Pro Max (128GB)	A2342, A2410, A2412
iPhone 12 Pro Max (256GB)	A2342, A2410, A2412
iPhone 12 Pro Max (512GB)	A2342, A2410, A2412
<b>iPhone 13 Series</b>	
iPhone 13 (128GB)	A2482, A2631, A2634
iPhone 13 Pro (128GB)	A2483, A2636, A2639
iPhone 13 Pro Max (128GB)	A2484, A2640, A2643
<b>iPhone 14 Series</b>	
iPhone 14 128GB	A2649, A2648, A2647
iPhone 14 512GB	A2649, A2648, A2647
iPhone 14 Plus 128GB	A2631, A2634, A2635
iPhone 14 Plus 256GB	A2631, A2634, A2635
iPhone 14 Plus 512GB	A2631, A2634, A2635
iPhone 14 Pro 128GB	A2650, A2651, A2652
iPhone 14 Pro 256GB	A2650, A2651, A2652
iPhone 14 Pro 512GB	A2650, A2651, A2652
iPhone 14 Pro 1TB	A2650, A2651, A2652
iPhone 14 Pro Max 128GB	A2643, A2644, A2645
iPhone 14 Pro Max 256GB	A2643, A2644, A2645
iPhone 14 Pro Max 512GB	A2643, A2644, A2645
iPhone 14 Pro Max 1TB	A2643, A2644, A2645
<b>iPhone 15 Series</b>	
iPhone 15 128GB	A2882, A2883, A2884

<b>Device Model Unlocked Devices</b>	<b>Typical Model Number(s)</b>
iPhone 15 256GB	A2882, A2883, A2884
iPhone 15 512GB	A2882, A2883, A2884
iPhone 15 Plus 128GB	A2890, A2891, A2892
iPhone 15 Plus 512GB	A2890, A2891, A2892
iPhone 15 Pro 256GB	A2895, A2896, A2897
iPhone 15 Pro 512GB	A2895, A2896, A2897
iPhone 15 Pro Max 512GB	A2897, A2898, A2899
iPhone 15 Pro Max 1TB	A2897, A2898, A2899
<b>iPhone 16 Series (Upcoming)</b>	
iPhone 16 256GB	(Not yet finalized)
iPhone 16 512GB	(Not yet finalized)
iPhone 16 Pro 256GB	(Not yet finalized)
iPhone 16 Pro 512GB	(Not yet finalized)
iPhone 16 Pro Max 256GB	(Not yet finalized)
iPhone 16 Pro Max 512GB	(Not yet finalized)
iPhone 16 Pro Max 1TB	(Not yet finalized)
iPhone 16 Plus 512GB	(Not yet finalized)
iPhone 16 Pro 1TB	(Not yet finalized)
<b>Samsung Unlocked Devices</b>	
Samsung Galaxy S20 5G 128GB	SM-G981U
Samsung Galaxy Note 20 5G	SM-N981U
Samsung Galaxy S23 FE 128GB	SM-S736U
Samsung Galaxy S23+ 256GB	SM-S911U
Samsung Galaxy S23+ 512GB	SM-S911U
Samsung Galaxy S24+ 256GB	SM-S916U
Samsung Galaxy S24 Ultra 256GB	SM-S918U
Samsung Galaxy S25 ULTRA 256GB	(Assumed SM-S928U)
Samsung Galaxy S25 ULTRA 512GB	(Assumed SM-S928U)

**ATTACHMENT 2**  
**CYBERSECURITY SUPPLY CHAIN RISK MANAGEMENT**  
 (C-SCRM) Questionnaire

## CYBERSECURITY SUPPLY CHAIN RISK MANAGEMENT (C-SCRM) QUESTIONNAIRE

**Instructions:**

- This worksheet shall be completed by the vendor responsible for submitting the offer. References to "organization" refer to the offering entity. If the offering entity is a joint venture (JV), the response may come from either the JV or from the JV managing partner.
- Provide the requested inputs in the gray shaded lines of the template under column D, Vendor Response, for all Items Numbers for Sections 1-3. Offerors are advised that the Government may request documentation from the Offerors to validate the responses provided.

### SECTION 1 - CONTACT INFORMATION

ITEM NO.	ITEM DESCRIPTION	VENDOR RESPONSE
1.1	Enter the name of your company.	
1.2	Enter the name of the primary Point-Of-Contact (POC) for your company that the Government may contact to discuss the vendor inputs on this questionnaire.	
1.3	Enter the job title of the primary POC.	
1.4	Enter the phone number of the primary POC in the following format: (555) 555-5555	
1.5	Enter the e-mail address of the primary POC.	

### SECTION 2 VENDOR RISK MANAGEMENT PLAN

ITEM NO.	ITEM DESCRIPTION	VENDOR RESPONSE	NIST SP 800-53 Reference
2.1	Does your organization identify its key supply chain threats? (Note: if you do not have suppliers, answer "Yes")		IR-8, SR-7
2.2	Does your organization map key suppliers to your supply chain threats? (Note: if you do not have suppliers, answer "Yes")		IR-8, SR-7
2.3	Does your organization have written SCRM requirements in contracts with your key suppliers? (Note: if you do not have suppliers, answer "Yes")		SA-4
2.4	Does your organization verify that your suppliers meet SCRM requirements through contractual terms and conditions? (Note: if you do not have suppliers, answer "Yes")		SR-6

### SECTION 3 PHYSICAL AND PERSONNEL SECURITY

ITEM NO.	ITEM DESCRIPTION	VENDOR RESPONSE	NIST SP 800-53 Reference
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<b>3.1</b>	Does your organization have policies for conducting background checks of your employees as permitted by the country in which your organization operates?		PE-2, PE-3 PS-3
<b>3.2</b>	Does your organization have procedures in place to prevent tampering of Information and Communications Technology (ICT) equipment stored as supply chain inventory?		SR-9 AC-1
<b>3.3</b>	Do you provide literacy training on recognizing and reporting potential indicators of insider threat?		AT-2(2)

## SECTION 2 - CONTRACT CLAUSES

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

### **FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Products and Commercial Services (JAN 2025)**

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

- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
- (3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( [31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).
- (6) [52.233-3](#), Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (7) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ( 19 U.S.C. 3805 note)).

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

- \_\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) (41 U.S.C. 4704 and [10 U.S.C. 4655](#)).
- \_\_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).
- \_\_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- X (4) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ( [41 U.S.C. 4712](#)); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR [3.900](#)(a).
- X (5) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ( [31 U.S.C. 6101](#) note).
- \_\_\_ (6) [Reserved].
- \_\_\_ (7) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- \_\_\_ (8) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- X (9) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
- \_\_\_ (10) [52.204-28](#), Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) ( [Pub. L. 115-390](#), title II).

- (11)
- (i) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ( [Pub. L. 115-390](#), title II).
- (ii) Alternate I (Dec 2023) of [52.204-30](#).
- X** (12) [52.209-6](#), Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) ( [31 U.S.C. 6101 note](#)).
- (13) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ( [41 U.S.C. 2313](#)).
- (14) [Reserved].
- (15) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) ( [15 U.S.C. 657a](#)).
- (16) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (17) [Reserved]
- (18)
- (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- (ii) Alternate I (Mar 2020) of [52.219-6](#).
- (19)
- (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- (ii) Alternate I (Mar 2020) of [52.219-7](#).
- (20) [52.219-8](#), Utilization of Small Business Concerns (Jan 2025)( [15 U.S.C. 637](#)(d)(2) and (3)).
- (21)
- (i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2025) ( [15 U.S.C. 637](#)(d)(4)).
- (ii) Alternate I (Nov 2016) of [52.219-9](#).
- (iii) Alternate II (Nov 2016) of [52.219-9](#).
- (iv) Alternate III (Jun 2020) of [52.219-9](#).
- (v) Alternate IV (Jan 2025) of [52.219-9](#).
- (22)
- (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- (ii) Alternate I (Mar 2020) of [52.219-13](#).
- (23) [52.219-14](#), Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).
- (24) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- (25) [52.219-27](#), Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).
- (26)
- (i) [52.219-28](#), Postaward Small Business Program Representation (Jan 2025) (15 U.S.C. 632(a)(2)).
- (ii) Alternate I (Mar 2020) of [52.219-28](#).
- (27) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).
- (28) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).
- (29) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ( [15 U.S.C. 644](#)(r)).
- (30) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ( [15 U.S.C. 637](#)(a)(17)).
- (31) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).
- X** (32) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jan 2025)( [E.O. 13126](#)).
- (33) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- (34)
- (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
- (ii) Alternate I (Feb 1999) of [52.222-26](#).
- (35)
- (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ( [38 U.S.C. 4212](#)).
- (ii) Alternate I (Jul 2014) of [52.222-35](#).
- (36)
- (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ( [29 U.S.C. 793](#)).



\_\_\_ (ii) Alternate I (Jul 2014) of [52.222-36](#).  
 \_\_\_ (37) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ( [38 U.S.C. 4212](#)).  
 \_\_\_ (38) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).  
**X** (39)  
 (i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).  
 \_\_\_ (ii) Alternate I (Mar 2015) of [52.222-50](#) (22 U.S.C. chapter 78 and E.O. 13627).  
 \_\_\_ (40) [52.222-54](#), Employment Eligibility Verification (Jan 2025) ( [Executive Order 12989](#)). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)  
 \_\_\_ (41)  
 (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ( 42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)  
 \_\_\_ (ii) Alternate I (May 2008) of [52.223-9](#) (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)  
 \_\_\_ (42) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) ( [42 U.S.C. 7671](#), *et seq.*).  
 \_\_\_ (43) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) ( [42 U.S.C. 7671](#), *et seq.*).  
 \_\_\_ (44) [52.223-20](#), Aerosols (May 2024) ( [42 U.S.C. 7671](#), *et seq.*).  
 \_\_\_ (45) [52.223-21](#), Foams (May 2024) ( [42 U.S.C. 7671](#), *et seq.*).  
 \_\_\_ (46) [52.223-23](#), Sustainable Products and Services (May 2024) ( [E.O. 14057](#), [7 U.S.C. 8102](#), [42 U.S.C. 6962](#), [42 U.S.C. 8259b](#), and [42 U.S.C. 7671i](#)).  
 \_\_\_ (47)  
 (i) [52.224-3](#) Privacy Training (Jan 2017) ( [5 U.S.C. 552](#) a).  
 \_\_\_ (ii) Alternate I (Jan 2017) of [52.224-3](#).  
 \_\_\_ (48)  
 (i) [52.225-1](#), Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).  
 \_\_\_ (ii) Alternate I (Oct 2022) of [52.225-1](#).  
 \_\_\_ (49)  
 (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) ( [19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), [19 U.S.C. chapter 29](#) (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).  
 \_\_\_ (ii) Alternate I [Reserved].  
 \_\_\_ (iii) Alternate II (Jan 2025) of [52.225-3](#).  
 \_\_\_ (iv) Alternate III (Feb 2024) of [52.225-3](#).  
 \_\_\_ (v) Alternate IV (Oct 2022) of [52.225-3](#).  
 \_\_\_ (50) [52.225-5](#), Trade Agreements (NOV 2023) ( [19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).  
**X** (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).  
 \_\_\_ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).  
 \_\_\_ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).  
 \_\_\_ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).  
**X** (55) [52.226-8](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) ( [E.O. 13513](#)).  
 \_\_\_ (56) [52.229-12](#), Tax on Certain Foreign Procurements (Feb 2021).  
**X** (57) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, [10 U.S.C. 3805](#)).



\_\_\_ (58) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, [10 U.S.C. 3805](#)).

**X** (59) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ( [31 U.S.C. 3332](#)).

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

\_\_\_ (61) [52.232-36](#), Payment by Third Party (May 2014) (31 U.S.C. 3332).

**X** (62) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ( [5 U.S.C. 552a](#)).

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

\_\_\_ (64) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

\_\_\_ (65)

(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 55305](#) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of [52.247-64](#).

\_\_\_ (iii) Alternate II (Nov 2021) of [52.247-64](#).

(c) **Not Applicable.**

(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) **Not Applicable.**

(End of clause)

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

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

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

*United States person*, as defined in [26 U.S.C. 7701\(a\)\(30\)](#), means—

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if-

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

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

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

(c)

(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at [www.irs.gov/w14](http://www.irs.gov/w14).

(2) If the Contractor is a foreign person and has indicated in its offer in the provision [52.229-11](#), Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall—

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

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

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

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

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

(1) Included in the contract price; nor

(2) Reimbursed.

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

(End of clause)

## ADDENDUM TO CONTRACT CLAUSES FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: [Acquisition.gov](#) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](#) to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

### **CYBERSECURITY SUPPLY CHAIN RISK MANAGEMENT REQUIREMENTS (AUG 2024)**

(a) Definitions. As used in this clause:

Covered article - The term "covered article" includes-

(1) "Information and Communications technology" which is an industry term for information technology that is involved in integrating telecommunications (e.g., telephone lines and wireless signals) and computers to enable users to access, store, manipulate, transmit, and receive digital information. This includes software, software as a service, digital and data services, and hardware components that support information creation, storage, transfer, and management, like computers and smartphones.

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

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

(4) “Cybersecurity Supply Chain Risk”, which means the risk that a person may sabotage, maliciously introduce unwanted function, extract data, or otherwise manipulate the design, integrity, manufacturing, production, distribution, installation, operation, maintenance,

disposition, or retirement of covered articles to surveil, deny, disrupt, or otherwise manipulate the function, use, or operation of the covered articles or information stored or transmitted on the covered articles.

(5) "Incident," which means, per the Federal Information Security Modernization Act of 2014, "an occurrence that (A) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (B) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies."

(6) "Vulnerability," means any weakness in an information system, system security procedures, internal controls, or implementation that could be exploited or triggered by a threat source.

(b) *Contractor Cybersecurity Supply Chain Risk Management Responsibilities.* The Contractor must regularly identify, assess, monitor, and mitigate cybersecurity supply chain risks when providing covered articles or services to the Government. The Contractor shall maintain artifacts (i.e., any byproduct of hardware or software development that helps describe the architecture, design, and function of that hardware or software) that document its compliance with this paragraph and shall provide these artifacts to the Government within 48 hours of request, which may be redacted to remove sensitive proprietary information.

(c) *Supporting Government Cybersecurity Supply Chain Risk Assessments.* No more than an estimated once per year, the Contractor must provide any requested information related to its supply chain within 10 business days except information that is protected by a non-disclosure agreement with its customers (e.g., another federal agency).

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

(e) *Notification procedures for cybersecurity supply chain incidents.* When an incident occurs, the Contractor must contact the CO or their designee within 72 hours of the incident.

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

(g) *Attestation following Major Version Change.* For software provided under the contract that required an approved Secure Software Development Attestation Form, the responses on this form apply to the software's major version changes (e.g., using a semantic versioning schema of Major.Minor.Patch, the software version number goes from 2.5 to 3.0) unless the Contractor otherwise notifies the Contracting Officer that the form is no longer valid. This notification to the Contracting Officer must be submitted within 15 days of the major version change and must include a new completed and signed Secure Software Development Attestation Form.

(end of clause)

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

CLAUSE      TITLE AND DATE

52.203-17      CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023)

52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)
52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2025)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)
52.228-4	WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.229-6	TAXES-FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025)

THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:

52.216-18 ORDERING (AUG 2020)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued throughout the validity of the contract.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) A delivery order or task order is considered "issued" when –
  - (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
  - (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
  - (3) If sent electronically, the Government either –
    - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
    - (ii) Distributes the delivery order or task order via email to the Contractor's email address.
- (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of USD 10,000.00

(2) Any order for a combination of items in excess of USD 10,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the contract's effective period.



#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 54 months.

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

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

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

#### CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

#### 652.215-70 EXAMINATION OF RECORDS

(a) With respect to matters related to this contract or a subcontract hereunder, the Department of State Office of the Inspector General, or an authorized representative, shall have upon request:

(1) Complete, prompt, and free access to all Contractor and Subcontractor files (in any format), documents, records, data, premises, and employees, except as limited by law; and

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

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

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

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

The Government shall use one of the following forms to issue orders under this contract:

(a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,

(b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

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

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

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

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

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

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

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

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

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

<b>New Year's Day</b>  
<b>Martin Luther King, Jr. Day</b> 
<b>Presidents' Day</b> 
<b>National Day</b> 
<b>Good Friday</b> 
<b>Orthodox Easter Monday</b> 
<b>Labor Day</b> 
<b>St. George's Day and Day of Valor of the Bulgarian Army</b> 
<b>Memorial Day</b> 
<b>Saints Cyril &amp; Methodius Day (observed)</b> 
<b>Juneteenth National Independence Day</b> 
<b>Independence Day</b> 
<b>Labor Day</b> 
<b>Unification Day (observed)</b> 
<b>Independence Day</b> 
<b>Columbus Day</b> 
<b>Veterans Day</b> 
<b>Thanksgiving Day</b> 
<b>Christmas Eve</b> 
<b>Christmas Day</b>  
<b>Day after Christmas</b> 

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

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

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

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

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

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

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

(End of clause)

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

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

(b) The COR for this contract is the Embassy Customer Service Representative.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

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

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

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

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

### SECTION 3 - SOLICITATION PROVISIONS

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS  
(SEP 2023) IS INCORPORATED BY REFERENCE (SEE SF-1449,  
BLOCK 27A)

#### ADDENDUM TO 52.212-1

A. SUMMARY OF INSTRUCTIONS. Each offer must consist of the following:

**A.1. CYBERSECURITY SUPPLY CHAIN RISK MANAGEMENT C-SCRM Proposal/Quote**  
Instructions (corresponding instructions to the factor below)

#### **Cybersecurity Supply Chain Risk Management (C-SCRM) Forms**

The offeror shall include in its offer Attachment 2, C-SCRM Questionnaire. In lieu of a completed C-SCRM Questionnaire, the vendor may submit a third party authorizing official conducted assessment, such as ISO 27001, ISO 9000, SOC II, or FEDRAMP authorization.

A.2 SF-1449. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Sections 1 and 5 have been filled out.

A.3. INFORMATION. Information demonstrating the offeror's/quoter's ability to perform, including:

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

(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing in Bulgaria.

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

(4) List of clients over the past (3) three years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct. The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

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

- (6) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.
- (7) The offeror's plan for providing cell phone services to include but not limited to:
- (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
  - (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
  - (c)
  - (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.
- (8) Information on Connectivity within Bulgaria.
- (9) List of International Roaming contracts.
- (10) Offeror is required to provide a copy of the Rate Plan Subscription.
- (11) Evidence that the Contractor has a recovery plan in the event of an emergency or disaster.

Any other written information that will provide proof of the company's technical and financial responsibility.

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

- (a) a copy of the Certificate of Insurance, or
- (b) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

ADDENDUM TO SOLICITATION PROVISIONS  
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE  
(FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at [Acquisition.gov](https://www.acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](https://www.e-cfr.gov) to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

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

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (NOV 2024)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
52.211-1	AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (SEP 2023)
52.212-1	INSTRUCTIONS TO OFFERORS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

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

652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State’s Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/GA/AMD) or a Regional Procurement Support Office, the A/GA/AMD Advocate for Competition, at [AQMCompetitionAdvocate@state.gov](mailto:AQMCompetitionAdvocate@state.gov).

(2) For all others, the Department of State Advocate for Competition at [cat@state.gov](mailto:cat@state.gov).

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Jonathan Bayat, at tel. +359 2 9375100. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of Global Acquisitions (A/GA), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

## SECTION 4 - EVALUATION

The Government intends to establish a single indefinite quantity contract that includes a one-year base year plus **(3).....** 12-month options, resulting from this solicitation to the responsible contractor whose quotation conforms to the solicitation and represents the best value to the Government, price and other factors considered utilizing FAR 13 Comparative Evaluation.

This selection process will utilize FAR 13 procedures.

**After preliminary consideration of all offers, the Department will no longer consider offers that do not meet basic standards to be eligible for award. The offers that remain will be subject to a comparative evaluation.**

The preliminary evaluation process shall include the following:

COMPLIANCE REVIEW. The Government will perform an initial review of proposals/quotations received to determine completeness and compliance with the terms of the solicitation to include CYBERSECURITY SUPPLY CHAIN RISK MANAGEMENT (C-SCRM) Go/No-Go Evaluation Factor. The Government may reject as unacceptable proposals/quotations that do not conform to the solicitation.

### C-SCRM Go/No-Go Evaluation Factor

This factor is evaluated on a go/no-go basis. The Government will evaluate whether the submitted C-SCRM Questionnaire meets the definition for the “Go” or “No-Go” ratings for this factor. The “Go” and “No-Go” ratings and their definitions are as follows:

<b>RATING</b>	<b>RATING DEFINITION</b>
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<b>GO</b>	The proposal <b><u>meets</u></b> the criteria in the following two (2) paragraphs.
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The C-SCRM Questionnaire contains both of the following: (1) C-SCRM Questionnaire instructions are completed; and (2) contains “Yes” answers for all questions in Sections 2 and 3 of the questionnaire; or the vendor has submitted a third party authorizing official conducted assessment such as, ISO 27001, ISO 9000, SOC II, or FEDRAMP authorization.

<b>NO-GO</b>	The proposal <b><u>does not meet</u></b> one (1) or more of the criteria in the following two (2) paragraphs.
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The C-SCRM Questionnaire contains both of the following: (1) C-SCRM Questionnaire instructions are completed; and (2) contains Yes answers for all questions in Sections 2 and 3 of the questionnaire; or the vendor has submitted a third party authorizing official conducted assessment such as, ISO 27001, ISO 9000, SOC II, or FEDRAMP authorization.

### Comparative Evaluation

A comparative evaluation will be performed in accordance with FAR 13.106-2(b)(3). A comparative evaluation is defined as the act of comparing two or more offers in response to the RFQ. The item-by-item comparison is performed by comparing each offer to directly to one another to determine which provides the best value to the Department utilizing **technical, past performance criteria and price** as described below. **This is NOT a low price technically acceptable or trade-off process.**



## Evaluation Criteria

**Technical:** Technical will be evaluated on the basis of a direct comparison to other offers to discern if there is any kind of technical quality superiority that would support an award to a higher priced offer. Technical discriminators by requirement may include:

Minimum Technical Requirements	non-price/quality discriminators
Mobile Telephone Equipment	New Equipment; Current/latest models; World-class brands
Calls within Bulgaria	24-hour coverage greater than 90% local network coverage in/around US Embassy and/or staff residences; Latest technology as proxy for call quality/reception pre 4G/4G/ 5G etc.
International Calls	24-hour coverage for international connectivity with the USA, all European countries, and all other worldwide; Number of minutes included (if monthly); Number of countries outside of USA and Europe
International Roaming	Identification of reputable partner; Number of minutes included, roll-over capability;
Wireless Application Protocol (WAP)	Size/ease of access to Internet connection through offeror's network to the Wireless Application Protocol (WAP) Internet sites.
SMS Messaging	Number of texts per cycle included; 24 hour availability/coverage (no outages or periods of unavailability)
Voice Mail	Amount and duration of storage; Set-up in English
Rental of Cell-phones, with or without SIM Cards	New Equipment; Current/latest models; World-class brands; Phones delivered within 48 hours of notice
24-hour Customer Service	Live human reception after hours; direct line for preferred clients
Detailed Billing of Calls Made	Includes itemized billing per call, minutes, number and total duration; Captures historical usage in regular invoicing; Access online

Data Services	Evidence of reliability/latest technology; Size of plan, i.e. 20GB v. 10GB per plan; <b>No prohibited use of</b> "any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system" per 52.204-24 & 52.204-26.
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**Past Performance:** Past performance will be evaluated on the basis of a direct comparison to other offers to discern if there is any significant past performance superiority that would support an award to a higher priced offer. Past performance as a discriminator may be appropriate where based on the offeror's performance record, the Government has a high expectation that the offeror will successfully perform the required effort.

Price will be evaluated to ensure the proposed price is fair and reasonable. The price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.

**RESPONSIBILITY DETERMINATION.** The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- Adequate financial resources or the ability to obtain them;
- Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- Satisfactory record of integrity and business ethics;
- Necessary organization, experience, and skills or the ability to obtain them;
- Necessary equipment and facilities or the ability to obtain them; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

THE FOLLOWING FAR PROVISIONS ARE PROVIDED IN FULL TEXT:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

## SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

### 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)

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

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

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

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

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

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL  
PRODUCTS AND COMMERCIAL SERVICES (MAY 2024)

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

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

*Covered telecommunications equipment or services* has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. *Economically disadvantaged women-owned small business (EDWOSB) concern* means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with [13 CFR part 127](#), and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#). It automatically qualifies as a women-owned small business eligible under the WOSB Program.

*Forced or indentured child labor* means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;



- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended. "Sensitive technology"—

*Sensitive technology*—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ( [50 U.S.C. 1702\(b\)\(3\)](#)).

*Service-disabled veteran-owned small business (SDVOSB) concern* means a small business concern—

- (1)
  - (i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or
- (2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart [19.14](#)).
- (3) *Service-disabled veteran*, as used in this definition, means a veteran as defined in [38 U.S.C. 101](#)(2), with a disability that is service connected, as defined in [38 U.S.C. 101](#)(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

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

- (1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or
- (2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

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

*Small business concern*—

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in [13 CFR part 121](#) and size standards in this solicitation.
- (2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

*Small disadvantaged business concern*, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that—

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
  - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
  - (ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.



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

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

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

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

- (1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

*Women-owned business concern* means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

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

- (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.

*Women-owned small business (WOSB) concern eligible under the WOSB Program* (in accordance with [13 CFR part 127](#)), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#).

(b)

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

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

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

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

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

(c) Reserved.

(d) Reserved

(e) *Certification Regarding Payments to Influence Federal Transactions*

(31 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.)

By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants.

The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Reserved.

(g) Reserved.

(h) Reserved.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

*[The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]*

(1) *Listed end products.*

Listed End Product

Listed Countries of Origin

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(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) Reserved.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor*

*Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

☐ (1) *Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1).*

The offeror ☐ does ☐ does not certify that—

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

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

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

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

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

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

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

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

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

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

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

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

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and 3325(d), reporting requirements of [26 U.S.C. 6041](#), 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ( [31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_.

(5) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

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

- (i) It ☐ is, ☐ is not an inverted domestic corporation; and
  - (ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.
- (o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
- (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR [25.703-2\(a\)\(2\)](#) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

- (i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name:\_\_\_\_\_.

(Do not use a "doing business as" name).

(s) [Reserved].

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

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

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



- (i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.
- (ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.
- (iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.
- (3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: \_\_\_\_\_.

(u)

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

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

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

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

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

(2) The Offeror represents that—

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

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

(End of Provision)

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

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

☐ Black American.

☐ Hispanic American.

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

- Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- Individual/concern, other than one of the preceding.

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

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

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if—

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

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

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

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at [www.irs.gov/w14](http://www.irs.gov/w14). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

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

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

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

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

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

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

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

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

(End of provision)

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

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN  
CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-  
REPRESENTATION AND CERTIFICATIONS (JUN 2020)