

March 14, 2021

Dear Prospective Contractors:

**Subject: Request for Quotations number 19QA1021Q0004 – Daily Media Roundup News Summary for the U.S Embassy Doha, Qatar**

Enclosed is a Request for Quotations (RFQ) for the **daily media roundup news summary** for the U.S Embassy in Doha - Qatar. If you would like to submit a quotation, follow the instructions in Section 3 (solicitation provisions) the required portions of the attached document, and submit it to the address shown on the Standard Form 1449.

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

1. SF-1449
2. Section 1 pricing;
3. Additional information as required in Section 3.
4. Section 5, Representations and Certifications.

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

Interested quoters should send their Quotations to ([Abdelmutaimh@state.gov](mailto:Abdelmutaimh@state.gov)) & ([BashirFT@state.gov](mailto:BashirFT@state.gov)) on or before **11:00 a.m. April 12 2020**

Sincerely,

  
Acting Contracting Officer

Nathalie Maierson



<b>SOLICITATION/CONTRACT/ORDER FOR</b>				1. REQUISITION NUMBER <b>PR9715517</b>	PAGE 1 OF 69
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER <b>19QA1021Q0004</b>	6. SOLICITATION ISSUE DATE <b>March 14, 2021</b>
7. FOR SOLICITATION INFORMATION CALL		a. NAME <b>Mohammed Abdelmutai / Procurement</b>		b. TELEPHONE NUMBER(No collect calls) <b>+974-4496-6042</b>	8. OFFER DUE DATE/ LOCAL TIME <b>11:00 March 29, 2021</b>
9. ISSUED BY <b>U.S Embassy</b> <b>22<sup>nd</sup> February Street</b> <b>P.O Box 2399</b>		CODE QA100	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 454311	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION	12. DISCOUNT TERMS
15. DELIVER TO <b>See Block 9</b>		CODE	16. ADMINISTERED BY CODE		
17a. CONTRACTOR/ CODE		FACILITY	18a. PAYMENT WILL BE MADE BY <b>Financial Management Office (FMO)</b> <b>U.S Embassy</b> <b>22<sup>nd</sup> February Street</b>		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
	24. AMOUNT				
	<b>Daily Media Roundup News Summary</b>  <i>See continuation of Block 20 on Section 1 - SCHEDULE OF SUPPLIES/SERVICES</i>		240	issue	
<small>(Use Reverse and/or Attach Additional Sheets as Necessary)</small>					
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED

19.	20.	21.	22.	23.	24.

32a. QUANTITY IN COLUMN 21 HAS BEEN

<input type="checkbox"/> RECEIVED <input type="checkbox"/> UNRECEIVED <input type="checkbox"/> ACCEPTED AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED  32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	---

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED	36. PAYMENT	37. CHECK NUMBER
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<table border="1"> <tr> <td>PARTIAL</td> <td>FINAL</td> </tr> </table> 38. S/R ACCOUNT NO.	PARTIAL	FINAL	39. S/R VOUCHER NO.	40. PAID BY
PARTIAL	FINAL			

41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (PRINT)
--	--------------------------

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

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SECTION 1 - THE SCHEDULE

Continuation/Addendum to SF-1449

RFQ Number (19QA1021Q0004), PRICES, BLOCK 23

1.0 DESCRIPTION

The Contractor shall complete all work, including furnishing all labor, material, transportation, equipment, and services, required under this contract for the production of the daily media roundup news summary during the period of performance specified in the next paragraph. The price listed below shall include all labor, materials, overhead, and profit. In consideration of satisfactory performance of all scheduled services required under this contract, the Government will pay the Contractor a firm-fixed-price per issue on monthly basis.

The contract will be for a one-year period, with TWO one-year optional periods of performance.

2.0 PRICING

2.1 VALUE ADDED TAX

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

2.2 BASE YEAR - The Contractor shall provide the services shown below for the base period of the contract, starting on the date stated in the Notice to proceed and continuing for a period of 12 months. The fixed unit prices and estimated quantities are re:

CLIN	Description	Estimated Quantity	Unit	Unit price / service (QAR)	Total per year (QAR)
001	One issue of Media Roundup News summary	240	Issue		
	Total Base Year				

2.3 OPTION YEAR (1) - The Contractor shall provide the services shown below for the Option Year (1) of the contract, and continuing for a period of 12 months:

CLIN	Description	Estimated Quantity	Unit	Unit price / service (QAR)	Total per year (QAR)
001	One issue of Media Roundup News summary	240	Issue		
	Total of Option Year one				

2.4 OPTION YEAR (2) - The Contractor shall provide the services shown below for the Option Year (2) of the contract, and continuing for a period of 12 months:

CLIN	Description	Estimated Quantity	Unit	Unit price / service (QAR)	Total per year (QAR)
001	One issue of Media Roundup News summary	240	Issue		
	Total of Option Year Two				

2.5. Grand Total of Base plus All Option Years

<b>Grand Total of Base plus All Option Years</b>	
Base Year Total	
First Option Year Total	
Second Option Year Total	
<b>Grand Total of Base plus All Option Years</b>	

CONTINUATION/ADDENDUM TO SF-1449

RFQ Number (19QA1021Q0004),

SCHEDULE OF SUPPLIES/SERVICES, BLOCK 2

DESCRIPTION/SPECIFICATION/WORK STATEMENT

The Public Affairs Section at the U.S. Embassy in Doha, Qatar aims to strengthen people-to-people ties between the United States and Qatar, focusing on media, education, and cultural affairs. The section's Strategic Content Team engages with journalists, issues press releases, designs post's digital and information outreach, and monitors and analyzes information available through conventional print, digital, and television media, including social media platforms.

The Contractor/Editor will work with the Embassy Public Affairs Section on providing a Daily Media Summary for news pertaining to Qatar in local, regional, and international print, electronic, and television media.

The report/media roundup summary shall offer the followings:

1. Top stories in all major Qatari, regional, and international media sources covering news specific to Qatar
2. The report should be delivered every Sunday through Thursday to a dedicated group email address no later than **8:00 a.m. Doha local time.**
3. The report should draw from Arabic and English sources, providing translation for all Arabic content. The entirety of the report should be written in high-quality English.
4. The summary should include images, as appropriate, and hyperlinks to sources.
5. News should be categorized as:
  - a) U.S.-Qatar relations
  - b) Qatar in U.S., regional, and international news
  - c) Gulf Cooperation Council
  - d) Afghanistan Peace Negotiations process
  - e) Top Regional Issues
  - f) COVID-19
  - g) Qatari domestic news
  - h) *Al-Jazeera*, *Aljazeera.net*, and *Al-Jazeera Arabic* television programs including Midnight News, From Washington, The Opposite Direction, Your News, and The Harvest.

- i) Editorials from the four major Arabic-language newspapers, *al-Sharq*, *al-Raya*, *al-Arab*, and *al-Watan*.
- j) Qatar’s top trending hashtags on social media
- k) Tweets from influential social media users based in Qatar and/or pertaining to Qatar
- l) Cartoons in local print and digital media
- m) Any other category that may be suggested by the U.S. Embassy

The Public Affairs Section reserves the right to modify news categories as needed

Objectives of the Daily Media Summary include:

1. Provide daily news to all staff at the U.S. Embassy in Doha and Department of State staff located in Washington, D.C.
2. Track news pertaining to Qatar in print, electronic, and television mediums to inform decision making.
3. Monitor social media to understand unofficial sentiments of local and Qatari society.

The organization should be neutral in its reporting and not be affiliated with an existing media outlet or any government entity to ensure objectivity and a full picture of the media discourse related to Qatar.

U.S. Embassy Doha and Department of State staff are key audiences that will consume the information reported in the daily media roundups.

**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 editing and production services for the media roundup set forth in the scope of work.	1. thru 5.	All required services are performed and no more than one (Two) [customer complaint is received per month.

6.0 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.

7.0 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.

7.1. Procedures.

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

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

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

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

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

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

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

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

\* Sample of **Daily Media Roundup News Summary**

**U.S. EMBASSY DOHA MEDIA ROUNDUP**  
**February 28, 2021**

*The Media Roundup contains a partial translation/paraphrased summary of Arabic articles. Western media reports are generally original content.  
Social Media analysis directly quotes or translates Tweets or other posts.*

**QATAR IN U.S. AND INTERNATIONAL NEWS**

[Qatar reactivates role in Syria amid hopes of regional influence \(\*The Arab Weekly\*\)](#)

[Opinion - Why did Al Jazeera step into uncharted right-wing territory? \(\*TRT World\*\)](#)

[Omani, Qatari leaders congratulate King Salman on Crown Prince's successful surgery \(\*Saudi Gazette\*\)](#)

[Qatar beach volleyball tournament reverses restrictions against bikinis after star players boycott event \(\*CBS Sports\*\)](#)

[As FIFA World Cup 2022 draws closer, Nepalis continue to die in event hosting Qatar \(\*Kathmandu Post\*\)](#)

[Report Reveals More Than 6,500 Migrant Workers Have Died In Qatar's World Cup Prep \(\*NPR\*\)](#)

[Norway's \\$1.3 Trillion Fund Dumped Saudi Shares, Added Qatar \(\*Bloomberg\*\)](#)

[Cabinet approves new LNG import deal with Qatar \(\*The Tribune, Pakistan\*\)](#)

**AFGHANISTAN PEACE NEGOTIATIONS**

[Taliban Says Expects Productive Peace Talks With Afghan Government In Doha \(\*Urdu Point\*\)](#)

[Ashraf Ghani's aide arrives in run-up to Doha talks \(\*The Express Tribune\*\)](#)

[Taliban acting against Doha peace agreement: Andar \(\*Pajhwok News Agency\*\)](#)

[Govt team hopes Taliban engagement in Doha continues \(\*The News, Kabul\*\)](#)

**ISRAEL AND THE REGION**

[Qatar to pour USD 60 million into new Israel-Gaza gas pipeline](#) (*Dev Discourse*)

[Qatar pledges to co-fund gas pipeline from Israel to Gaza with EU](#) (*The Arab Weekly*)

[The Axis of Resistance to Israel Is Breaking Up](#) (*Foreign Policy*)

## **COVID-19**

[Qatar Reports 460 New COVID-19 Cases, 412 Recoveries, 153219 Total Recoveries](#) (all local papers)

[Qatar Starts Covid-19 Vaccination Campaign for Housebound Patients](#) (all local papers)

[Pfizer, Moderna and Astrazeneca Vaccines: Whats the Difference](#) (*Doha News*)

## **GCC**

[The Amir Sends Condolences to the Custodian of the Two Holy Mosques](#) (all local papers)

Amir Sheikh Tamim bin Hamad Al Thani sent on Friday a cable of condolences to the Saudi King Salman bin Abdulaziz Al-Saud on the death of Prince Fahd bin Mohammed bin Abdulaziz bin Saud bin Faisal Al Saud.

[The 39th Meeting of GCC Youth Technical Committee Convenes with Participation of Qatar](#) (QNA)

The Youth Technical Committee of the Cooperation Council for the Arab States of the Gulf held its 39th meeting via videoconferencing with the participation of the State of Qatar and the members of the committee. Director of the Youth Affairs Department at the Ministry of Culture and Sports Maha Issa Al Rumaihi participated in the meeting, which aimed to follow up on the decisions of the Ministers of Youth and Sports in the GCC countries in their 33rd meeting on Aug. 24, 2020.

## **QATAR NEWS**

[Declassification of CIA Report: Bin Salman Agreed to Arrest or Kill Khashoggi](#) (*al-Araby*)

Today, Friday, the administration of US President Joe Biden declassified an intelligence report on the murder of Saudi journalist Jamal Khashoggi at his country's consulate in Istanbul in October 2018, in parallel with [restrictions announced by the US State Department](#) under the name of "Khashoggi ban," which affected 76 Saudis. The report indicated that Saudi Crown

Prince Mohammed bin Salman "approved the implementation of an operation in Istanbul to arrest or kill Saudi journalist Jamal Khashoggi."

[Note: The Government of Qatar has so far refrained from making a statement about the United States' report on the murder of Jamal Khashoggi. Qatari media outlets have reported factually and briefly on the story. Al-Jazeera Arabic channel provided objective coverage and hosted political analysts from the Gulf to discuss the implications of the U.S. report on U.S.-Saudi relations. In the region, Abu Dhabi has aligned with Riyadh, and the UAE supported a [statement](#) by the Saudi Ministry of Foreign Affairs regarding the crime. In addition, Bahrain, Kuwait, and Oman issued official statements in which they confirmed their support for Saudi Arabia, stressing that they reject infringements upon Saudi Arabia's sovereignty. The GCC Secretary General Dr. Nayef Falah al-Hajraf also expressed his support for the Saudi Foreign Ministry's statement.]



[Qatar Encourages Diplomacy and Dialogue Over the Iranian Nuclear Program](#) (*al-Sharq*, PDF only)

[Foreign Minister Meets Envoys of European Nations to JCPOA](#) (*The Peninsula*)

Deputy Prime Minister and Minister of Foreign Affairs Sheikh Mohammed bin Abdulrahman Al Thani met at his office with Ambassador of the Federal Republic of Germany to the State of Qatar HE Dr. Claudius Fischbach, Ambassador of the United Kingdom H E Jonathan Wilks, and Ambassador of the French Republic H E Franck Gellet, which are the European countries party to the nuclear agreement with the Islamic Republic of Iran, which is known as the Joint Comprehensive Plan of Action (JCPOA). They discussed the latest developments in restoring the diplomatic track and activating dialogue, in addition to the implementation by all parties of their obligations stipulated in the agreement between the P5+1 and Iran. The Deputy PM of Foreign Affairs affirmed Qatar's tireless work in this direction, its firm stance on encouraging

diplomacy and dialogue, and its permanent readiness for constructive work and support for all efforts in the interest of regional stability and international security and peace.



[Qatar Pledges To Provide \\$60m to Solve Electricity Crisis in Gaza \(al-Sharq\)](#)

Chairman of Qatar's Gaza Reconstruction Committee Ambassador Mohammed Al Emadi, has stated that Qatar has pledged to provide an amount of \$60m to finance the project to supply the Gaza Strip with the gas necessary to solve the electricity crisis. During the meeting held on Wednesday via video conference with the Prime Minister of Palestine Dr. Mohammad Shtayyeh, and the representative of the European Union to Palestine Sven Kuhn von Burgsdorff, Ambassador Al Emadi affirmed that this amount will be allocated for extending gas pipelines from the Israeli side, while the EU pledged to provide an amount of EUR 20 million to complete the extensions inside the Gaza Strip.

[Qatar to Begin Polling Opinions for the 2021 IMD World Competitiveness Yearbook \(all local papers\)](#)

The Planning and Statistics Authority, in collaboration with the Institute for Management Development (IMD) in Switzerland, will be carrying out the "Executive Opinion Survey" throughout March 2021. The 2021 IMD World Competitiveness Report, scheduled for release in June of this year, will measure strengths and weaknesses in Qatar's economy in its four pillars (economic performance, government efficiency, business efficiency, infrastructure) and compare these with other nations.

[Qatar Has Come Too Far to Give in to Pressure From Business Community \(Doha News\)](#)

Editorial: As Qatar makes strides in its journey to reform labour laws, members of its business community and Shura council have been applying pressure to reverse crucial steps made to protect workers in recent years.

[Qatar Museums Cooperates with Omani Ministry of Heritage and Tourism \(al-Raya\)](#)

Qatar Museums, Oman's Ministry of Heritage and Tourism, and the National Museum of the Sultanate of Oman have signed a five year automatically renewable Memorandum of

Understanding outlining collaboration in the field of cultural and museum work.

### [Qatar Continues Preparations to Host First Edition of WTT Middle East Hub](#) (QNA)

Qatar Table Tennis Association continues its intensive preparations to host the first edition of the WTT Middle East Hub, which it organizes in cooperation with the World Table Tennis Association (WTT), during the period from Feb. 28 to next Mar.13, with the participation of a group of the best table tennis players and top ranked players in the world.

## **EDITORIALS**

### [Al-Sharq Highlights Qatar's Relentless Diplomatic Efforts to Ensure Regional Stability](#)

Qatari newspaper *Al-Sharq* underlined that “Qatar continues its relentless efforts to ensure stability in the region,” and is engaged in diplomatic moves and wide contacts and consultations with all parties regarding the Iranian nuclear file in order to ensure a return to the political process and the nuclear agreement. In this context, *al-Sharq* under the headline, “[The Diplomatic Path](#)” noted the meeting between Deputy Prime Minister and Minister of Foreign Affairs Sheikh Mohammed bin Abdulrahman Al Thani with the Ambassadors of Germany, the United Kingdom, and France, which are the European countries party to the nuclear agreement with Iran. The editorial noted that “Qatar's firm position encouraging diplomacy and dialogue and its continued readiness to contribute to the constructive work with regard to the regional stability are reflected in the hard work it is doing and taking the initiative in this matter based on its relations with Iran as a neighboring country on one hand, and its relations with the United States as its strategic ally on the other hand,” the paper added. “Qatar realizes that dialogue between the United States and the Islamic Republic of Iran is necessary for regional stability and world peace, especially since no one in the region has an interest in escalation and increased tension, therefore, it spares no effort in supporting all efforts to return to the political process and to dialogue in order to realize stability of the region,” *al-Sharq* concluded.

**الرأي الخراية**  
**قطر وباكستان.. شراكة استراتيجية بالفاز المُسال**

**الدوحة ماضية بكل ثبات في توسيع وجهات تصدير الغاز عالمياً** قطر مزود مسؤول بإمدادات الطاقة النظيفة حول العالم

تعددت وتنامت كبرى لا تزال  
لحسدتها دولة قطر على جميع  
الأسعفة، وهي شتر المحاللات  
السياسية والدبلوماسية والاقتصادية  
والصحية والتعليمية، فقطر تواصل  
كسب الوردة العالمية في جميع  
المعاللات، وأل أعفها منلكة الغاز  
القطر الذي مكن قطر من أن تتوأ  
الصادرة في هذه الصنعة حول العالم  
نظراً لنجاح الاستراتيجية القطرية  
وكذلك الصنعة المرموقة عالمياً

كسبر موقوف تزويد الطاقة وهي  
هذا الإشار جاء توقع قطر التزول  
القطرية موفرة الأمد مع شركة  
التعد الحكومية الباكستانية لتزويد  
جمهورية باكستان الإسلامية بما  
يصل إلى ثلاثة ملايين طن سنوياً من  
الغاز الطبيعي المُسال، ويوجب هذه  
الاتفاقية التي أمد من ضمن المنكسب  
لها الاتصاح الجوي في الدولة مديداً  
مليات تسليم الغاز الطبيعي المُسال  
إلى ممحلات الاستهلاك الباكستانية

ذات المستويات العالمية في عام  
2022، وستستمر حتى نهاية عام  
2030  
لقد حاصلت قطر على ممحلتها  
ككسبر مسؤول وموقوف الامدادات  
المنطقة القطرية خمسوناً الف  
السال، والتكاسر الصانعة القطرية  
في تابة العائد العازلة، على الصنعة  
في باكستان، من أمد دعم الصنعة  
الشعبية في الدولة الشقيقة، حيث  
أمد باكستان سواً مترارحها مهذا

لغاز الطبيعي القطري المُسال،  
وهذه هي الاتفاقية الثانية من نوعها  
بين الجهات المختصة في قطر  
وباكستان، حيث كانت قطر غاز  
قد وقعت عام 2016 اتفاقية موفرة  
الأمد لتزويد الغاز الطبيعي المُسال  
لشركة التعد الحكومية الباكستانية  
لقوم بموجبها بتزويد 3.75 مليون  
طن سنوياً من الغاز الطبيعي المُسال.  
ومع الاتفاقية الجديدة يرتفع مجموع  
كميات الغاز الطبيعي المُسال من

قطر إلى باكستان إلى 9.75 مليون  
طن سنوياً، فالدوحة تلخر بشركتها  
الاستراتيجية مع إمداد أمد في مجال  
الصنعة وهو مجال يعكس رؤية  
الريادين في التطوير هذه الصنعة  
والاستفادة من إمكاناتها الصنعة  
قطر مغانية بكل كرات في إمرام  
الاتفاقيات والعقدو لتوسيع والتزويد  
وجهات تصدير الغاز عالمياً، في ظل  
احتفاها بحرية أكبر كسبر له منذ  
عام 2019 من أمد لتلبية طلبات  
العولم الجديدة

الوقر والمعالطة على التريادة فيه،  
بالتوازي مع معها الموزب لتطوير  
للك الصنعة وتحديثها الجوستية،  
قطر التي أخذت على عاتقها التطوير  
هذه الصنعة محباً وروائياً وضعت  
عسب تيرتها الارتداد بهذه الصنعة  
والم تستسلم للتزول، العالمية  
وواصلت بكل لغة والامداد العسبي  
قطر في التطوير هذه الصنعة وبتاد  
الشراكات الاستراتيجية مع السواقي  
عالمية جديدة

## [Al-Raya Commends New Long-Term Agreement between Qatar Petroleum and Pakistan State Oil Company](#) (PDF only)

Qatari newspaper *al-Raya* commended the signing of a long-term Sale and Purchase Agreement between Qatar Petroleum and Pakistan State Oil Company Limited for the supply of up to 3 million tons per annum (MTPA) of liquefied natural gas (LNG). Under the 10-year agreement, LNG deliveries to Pakistan's world-class receiving terminals will commence in 2022 and continue until the end of 2031. *Al-Raya* said that Qatar continues to gain a global leadership in all fields, and perhaps the most important of which is the liquefied gas industry, for which it takes the lead around the world, due to the success of its strategy and its internationally recognized position as a reliable source of energy supply. *Al-Raya* indicated that the State of Qatar has maintained its reputation as a responsible and reliable source of clean energy supplies, especially liquefied gas, noting that the agreement meets the increasing demand for energy in Pakistan, thus supports the development plans in the sister country.

## **AL-JAZEERA**



## [China Declares Complete Victory Against Rural Poverty](#)

China's President Xi Jinping declared "complete victory" in his government's effort to eradicate rural poverty, lifting the income of nearly 100 million people over the past eight years. The Chinese leader made the announcement at a ceremony in Beijing on Thursday to mark what has been described as a signature initiative of his tenure.

*Al-Jazeera*'s "[From Washington](#)" program was devoted to the Iranian nuclear program and discussed Washington's orientations regarding the Iranian nuclear issue in the next stage. The program also shed light on the Biden Administration reconciling its quest to halt Iran's nuclear ambitions with internal partisan contradictions and the contradictions of allies' positions.

### [A Different Stage and New Rules Governing the U.S.-Saudi Relationship; What Will President Biden Change?](#)

Speaking to *al-Jazeera*'s "Beyond the News" program, the former advisor to the Saudi Foreign Ministry, Salem al-Yami, said the relationship between Washington and Riyadh is still important. Al-Yami stressed that the United States is aware that Saudi Arabia's foreign policies are clear and transparent, and that Washington relies on the Saudi policy and role in maintaining balance in the region.



*Al-Jazeera*'s "[Beyond the News](#)" program discussed the dimensions of the U.S. strikes on sites of what it called "Shiite factions affiliated with Iran" eastern Syria, considering them responsible for targeting U.S. and coalition forces in Iraq around 10 days ago.

### [UN Urges Gulf States To Step Up To Avert Yemen Famine](#)

UN Aid Chief said Yemen on a "knife-edge" of famine, amid smaller aid contributions from Gulf countries. In 2020 the UN received just more than half the \$3.4 billion it needed.



### [President Biden: I Told King Salman of the Big Changes In \[Our\] Relations](#)

President Biden said on Friday he told Saudi King Salman he would hold Saudi accountable for human rights abuses. “I spoke yesterday with the king, and I made it clear to him that the rules are changing and we’re going to be announcing significant changes today and on Monday. We are going to hold them accountable for human rights abuses,” Biden said in an interview with Univision.

### **SOCIAL MEDIA**

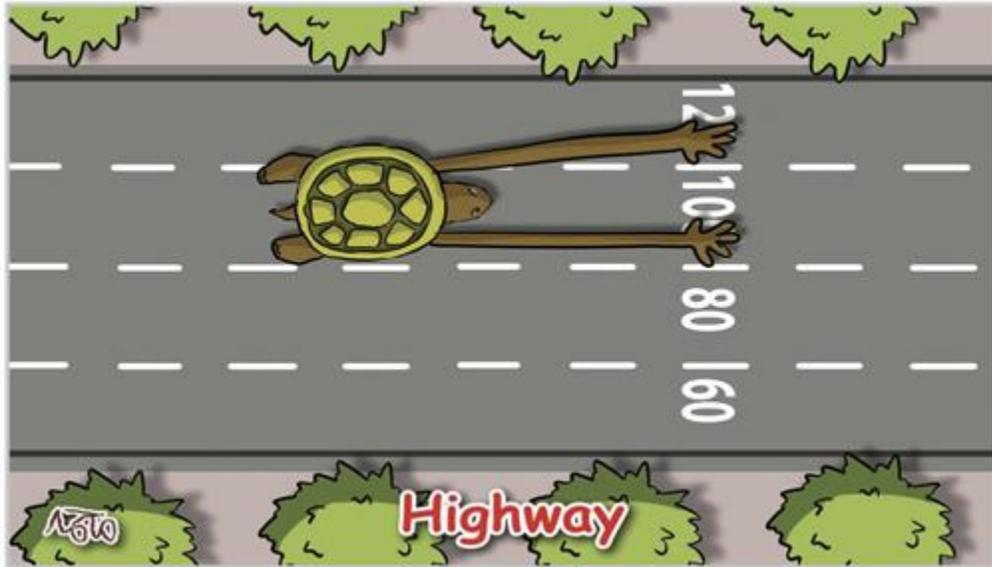
Top trending hashtags in Qatar this morning:

- #انا ملتزم بالكمامة “I am committed to wearing a mask”
- #مقاطعة\_المنتجات\_الفرنسية124 “Boycott French Products (day)124”



Ebtessam Al-Saad (@Ebtesam777, 155.9K followers) Qatari writer and journalist, [tweeted](#) “The Kuwaiti and Omani Foreign Ministries declare their complete rejection of what was mentioned in the #American\_Intelligence\_Report and declare the absolute support of their countries for the Saudi Crown Prince #Mohamed\_bin\_Salman and #Saudi, and appreciate the Kingdom’s efforts to uncover the circumstances of the killing of the Saudi journalist #Jamal\_Khashoggi on October 2, 2018.”

## CARTOONS



*Al-Raya*



“Corruption”  
*Al-Watan*



Woman: “Look how elegant this is ” Price Tag: 45,000 QR [\$12,300 USD]  
 Man: “That is idiotic/crap”  
*Al-Watan*

\*Sources reviewed

	Doha <i>al-Arab</i> Online in Arabic -- Website of independent, large-circulation pan-Arab daily; has close ties to the ruling family but is sometimes critical of government policies. URL: <a href="http://www.alarab.com.qa/">http://www.alarab.com.qa/</a>
	Doha <i>al-Sharq</i> Online in Arabic -- Website of leading, large-circulation independent daily with close ties to the ruling family; focuses on domestic affairs. Sister publication of daily The Peninsula. URL: <a href="http://www.al-sharq.com/">http://www.al-sharq.com/</a>
	Doha <i>al-Watan</i> Online in Arabic -- Website of large-circulation, independent daily with close ties to the ruling family; focuses on domestic affairs. Sister publication of daily <i>Qatar Tribune</i> URL: <a href="http://www.al-watan.com">http://www.al-watan.com</a>
	Doha <i>al-Raya</i> Online in Arabic -- Website of influential, independent daily with close ties to the ruling family; focuses on domestic affairs. Sister publication of daily <i>Gulf Times</i> . URL: <a href="http://www.raya.com">http://www.raya.com</a>
	Doha <i>Gulf Times</i> Online in English -- Independent pro-government newspaper. Sister publication of daily <i>al-Raya</i> URL: <a href="http://www.gulf-times.com">http://www.gulf-times.com</a>
	Doha <i>The Peninsula Online</i> in English -- Website of independent newspaper with close ties to the ruling family; sister publication of leading daily <i>al-Sharq</i> ; focuses on domestic affairs; URL: <a href="http://www.thepeninsulaqatar.com/">http://www.thepeninsulaqatar.com/</a>

	<p><i>Al-Arabi al-Jadeed</i> is a London-based Pan-Arab daily reportedly owned by the Qatari Government, and run by former Israeli-Palestinian Knesset member, Azmi Bishara) URL: <a href="http://www.alaraby.co.uk">www.alaraby.co.uk</a></p>
	<p><i>Al-Quds al-Arabi</i> (Influential Qatari-owned, pan-Arab nationalist daily with an anti-U.S. and pro-Palestinian editorial line) <a href="http://www.alquds.co.uk">www.alquds.co.uk</a></p>
	<p><i>Al-Jazeera</i> (Doha-based Influential pan-Arab news channel of the Qatari Government-funded Al-Jazeera Media Network; generally critical of U.S. Middle East policy.</p>

## SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018) AND (DEVIATION 2017-02) (JUNE 2017), is incorporated by reference (see SF-1449, Block 27A)

*[While the FAR allows certain paragraphs of 52.212-4 to be tailored, the Contracting Officer should consult A/OPE before tailoring any of the language. Keep in mind that paragraphs (b), (d), (g), (i), (q), and (r) of 52.212-4 may not be tailored.]*

*[If there is no addendum to 52.212-4, leave this as “none”.]*

*Paragraph (c) is not applicable.*

*Paragraph (e) applies only if award is made to a U.S. firm:*

**(xix) Alternate I check if local law identifies “off-limits establishments”**

### **52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items.**

As prescribed in [12.301\(b\)\(4\)](#), insert the following clause:

Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Oct 2020)

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

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

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

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

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

(5) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

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

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

[Contracting Officer check as appropriate.]

\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (June 2020), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

\_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Jun 2020) ([41 U.S.C. 3509](#))).

\_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

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

\_\_ (5) [Reserved].

\_\_ (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

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

\_\_ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).

\_\_ (10) [Reserved].

\_\_ (11)

(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) ([15 U.S.C. 657a](#)).

\_\_ (ii) Alternate I (Mar 2020) of [52.219-3](#).

\_\_ (12)

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

- \_\_\_ (ii) Alternate I (Mar 2020) of [52.219-4](#).
- \_\_\_ (13) [Reserved]
- \_\_\_ (14)
- (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Mar 2020) ([15 U.S.C. 644](#)).
- \_\_\_ (ii) Alternate I (Mar 2020) of [52.219-6](#).
- \_\_\_ (15)
- (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Mar 2020) ([15 U.S.C. 644](#)).
- \_\_\_ (ii) Alternate I (Mar 2020) of [52.219-7](#).
- \_\_\_ (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_\_\_ (17)
- (i) [52.219-9](#), Small Business Subcontracting Plan (Jun 2020) ([15 U.S.C. 637\(d\)\(4\)](#)).
- \_\_\_ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- \_\_\_ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- \_\_\_ (iv) Alternate III (Jun 2020) of [52.219-9](#).
- \_\_\_ (v) Alternate IV (Jun 2020) of [52.219-9](#)
- \_\_\_ (18)
- (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- \_\_\_ (ii) Alternate I (Mar 2020) of [52.219-13](#).
- \_\_\_ (19) [52.219-14](#), Limitations on Subcontracting (Mar 2020) ([15 U.S.C. 637\(a\)\(14\)](#)).
- \_\_\_ (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) ([15 U.S.C. 657f](#)).
- \_\_\_ (22)
- (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (May 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_\_ (ii) Alternate I (MAR 2020) of [52.219-28](#).
- \_\_\_ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) ([15 U.S.C. 637\(m\)](#)).

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

\_\_ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).

\_\_ (26) [52.219-33](#), Nonmanufacturer Rule (Mar 2020) ([15U.S.C. 637\(a\)\(17\)](#)).

\_\_ (27) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).

(28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan2020) (E.O.13126).

\_\_ (29) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

\_\_ (30)

(i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).

\_\_ (ii) Alternate I (Feb 1999) of [52.222-26](#).

\_\_ (31)

(i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

\_\_ (ii) Alternate I (Jul 2014) of [52.222-35](#).

\_\_ (32)

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

\_\_ (ii) Alternate I (Jul 2014) of [52.222-36](#).

\_\_ (33) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

\_\_ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(35)

(i) [52.222-50](#), Combating Trafficking in Persons (Oct 2020) ([22 U.S.C. chapter 78](#) and E.O. 13627).

\_\_ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

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

\_\_ (37)

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

\_\_\_ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

\_\_\_ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_\_\_ (40)

(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Oct 2015) of [52.223-13](#).

\_\_\_ (41)

(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun2014) of [52.223-14](#).

\_\_\_ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (May 2020) ([42 U.S.C. 8259b](#)).

\_\_\_ (43)

(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of [52.223-16](#).

\_ X \_ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

\_\_\_ (45) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).

\_\_\_ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

\_\_\_ (47)

(i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).

\_\_\_ (ii) Alternate I (Jan 2017) of [52.224-3](#).

\_\_\_ (48) [52.225-1](#), Buy American-Supplies (May 2014) ([41 U.S.C. chapter 83](#)).

\_\_\_ (49)

(i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_ (ii) Alternate I (May 2014) of [52.225-3](#).

\_\_\_ (iii) Alternate II (May 2014) of [52.225-3](#).

\_\_\_ (iv) Alternate III (May 2014) of [52.225-3](#).

\_\_\_ (50) [52.225-5](#), Trade Agreements (Oct 2019) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).

\_\_\_ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

\_\_\_ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov2007) ([42 U.S.C. 5150](#)).

\_\_\_ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).

\_\_\_ (55) [52.229-12](#), Tax on Certain Foreign Procurements (Jun 2020).

(56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

\_\_\_ (57) [52.232-30](#), Installment Payments for Commercial Items (Jan2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

(58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ([31 U.S.C. 3332](#)).

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

\_\_\_ (60) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

\_\_\_ (61) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

\_\_\_ (62) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

\_\_\_ (63)

(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

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

\_\_ (iii) Alternate II (Feb 2006) of [52.247-64](#).

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

\_\_ (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

\_\_ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

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

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

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

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

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

(e)

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

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

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

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

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

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

(vi) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(vii) [52.222-26](#), Equal Opportunity (Sep 2015) (E.O.11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

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

(x) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

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

(xii) [52.222-41](#), Service Contract Labor Standards (Aug2018) ([41 U.S.C. chapter 67](#)).

(xiii)

(A) [52.222-50](#), Combating Trafficking in Persons (Oct 2020) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(B) Alternate I (Mar2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

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

(xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May2014) ([41 U.S.C. chapter 67](#)).

(xvi) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix)

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

(B) Alternate I (Jan 2017) of [52.224-3](#).

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

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

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Add the following clause in full text:

**52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS (JUN 2020)**

(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), 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. Also, the full text of a clause may be accessed electronically at this/these address(es):

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. Also, the full text of a clause may be accessed electronically at:

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/>, to access the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

**The following Federal Acquisition Regulation clauses are incorporated by reference:**

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-3	Workers’ Compensation Insurance (DBA) (JUL 2014)
The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at	
52.228-4	WORKER’S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

52.229-6 FOREIGN FIXED PRICE CONTRACTS (FEB 2013)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

CLAUSES PROVIDED IN FULL TEXT:

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

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

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

(a) The total duration of this contract, including the exercise of any options under this clause, shall not exceed *[5 Years]*.

(End of clause)

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

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

(End of clause)

The following DOSAR clause(s) is/are provided in full text:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD  
ISSUANCE (MAY 2011)

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

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

(End of clause)

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.

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

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

(b) Invoice Submission. The Contractor shall submit invoices in an original and [2] copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e)

(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:


**652.237-72 Observance of Legal Holidays and Administrative Leave (FEB 2015)**

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

<b>Holiday</b>	<b>Qatari/U.S.</b>
Martin Luther King's Birthday	American
National Sports Day	Qatari
Presidents Day	American
Memorial Day	American
U.S. Independence Day	American
Eid Al-Fitr	Qatari
Labor Day	American

Eid Al-Adha	Qatari
Columbus Day	American
Veteran's Day	American
Thanksgiving Day	American
Qatari National Day	Qatari
Christmas	American

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

(b) When any such day falls on a Friday or Saturday, the following Sunday 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 **Resource Specialist**

(End of clause)

**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.

(End of clause)

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.

(End of clause)

## SECTION 3 – SOLICITATION PROVISIONS

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUN 2020) 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. A completed solicitation, in which the SF-1449 cover page (Blocks 12, 17, 19-24, and as appropriate), and Section 1 has been filled out.

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

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

- (1) Name of a Project Manager (or other liaison to the 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;
- (3) List of clients over the past (5) years, demonstrating prior experience with food preparation, serving and 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). If the offeror has not performed comparable services in State of Qatar then the offeror shall provide its international experience. 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.

- (4) The C.V for the team / persons assign for this project, and brief details of the current and past experience.
- (5) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- (5) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.

#### 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. Also, the full text of a clause may be accessed electronically at: <http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>.

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet "search engine" (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

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

<u>PROVISION</u>	<u>TITLE AND DATE</u>
<b>52.204-7</b>	<b>SYSTEM FOR AWARD MANAGEMENT (OCT 2018)</b>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JULY 2016)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE

The following DOSAR provision(s) is/are provided in full text:

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

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

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at [AQMCompetitionAdvocate@state.gov](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, [insert name], at [insert telephone and fax numbers]. For an American Embassy or overseas post, refer to the numbers below for

the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

## SECTION 4 – EVALUATION FACTORS

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor. The evaluation process shall include the following:

- a) **Compliance Review.** The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations which do not conform to the solicitation.
- b) **Technical Acceptability.** Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation. Technical acceptability will include review of plan of ensuring quality of services including but not limited to contract administration and oversight, Risk Management Plan, Reporting plan, Hazard Analysis Critical Point Plan, HACCP and taking in to account all Deliverables listed in Attachment 1- Deliverables.
- c) **Price Evaluation.** The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices – Continuation of SF-1449, Block 23”, and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.
- d) **Responsibility Determination.** The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR Subpart 9.1, including:
  - Adequate financial resources or the ability to obtain them;
  - Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
  - Satisfactory record of integrity and business ethics;
  - Necessary organization, experience, and skills or the ability to obtain them;
  - Necessary equipment and facilities or the ability to obtain them; and
  - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

The following FAR provision(s) is/are provided in full text:

**52.217-5 EVALUATION OF OPTIONS (JUL 1990)**

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

(End of clause)

## SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

- *Please Take note that paragraphs (c), (d), (f), and (g) can be reserved if the vendors are all overseas vendors. If Post expects some US firms, then those paragraphs must remain in Representations and Certifications.*
- *Paragraph (h) does not apply*
- *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 on ORCA.*

### **52.212-3 Offeror Representations and Certifications—Commercial Items (OCT 2020)**

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

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

“Covered telecommunications equipment or services” has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended. “Sensitive technology”—

*Sensitive technology*—

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

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

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

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

*Service-disabled veteran-owned small business concern*—

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

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

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

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

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

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

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

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

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

(b)

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

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

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

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

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

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

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

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it  is,  is not a small disadvantaged business concern as defined in 13 CFR124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is,  is not a women-owned small business concern.

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

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

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

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

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

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:\_\_\_\_\_

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

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

in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

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

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

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

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

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

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

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

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end

product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American-Supplies.”

(2) Foreign End Products:

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

*[List as necessary]*

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

(g)

(1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements–Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

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

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

Line Item No.	Country of Origin
_____	_____

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.
_____
_____
_____

[List as necessary]

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

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

Canadian or Israeli End Products:

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

*[List as necessary]*

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

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____

Line Item No.	Country of Origin
_____	_____
_____	_____

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

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

Other End Products:

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

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#). For line items covered by the WTO GPA, the Government will

evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1)  Are,  are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2)  Have,  have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4)  Have,  have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

(ii) *Examples.*

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

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

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

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

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]*

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2)  Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4](#)(c)(1). The offeror  does  does not certify that-

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

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

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

(2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror  does  does not certify that-

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

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

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

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

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

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

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

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

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

the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

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

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

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other \_\_\_\_\_.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

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

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

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

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

(i) It  is,  is not an inverted domestic corporation; and

(ii) It  is,  is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

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

#### ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS

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

#### **52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020).**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in

paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications–Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

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

“Covered telecommunications equipment or services”, “critical technology”, and “substantial or essential component” have the meanings provided in clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* 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. Contractors are not prohibited from providing—

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

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

(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 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.

(e) *Disclosures.* If the Offeror has represented in paragraph (d) of this provision that it “will” provide covered telecommunications equipment or services”, the Offeror shall provide the following information as part of the offer—

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

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

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, 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).

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE  
(OCT 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. Also, the full text of a clause may be accessed electronically at:

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet “search engine” (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

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 (JUN 2020)

