

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1145053		PAGE OF 1 3	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 12314425Q0046		6. SOLICITATION ISSUE DATE 01/15/2025
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ELIZABETH DUMAS			b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/LOCAL TIME 01/31/2025 1300 ET
9. ISSUED BY USDA, DM/OCP/POD/AMB, POD Acq Mgmt Acquisition Management Branch-CO 301 S. Howes St., Suite 321 Fort Collins CO 80521-2795				CODE DASO-OCP-POD- 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) </div> <div> <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> 8(A) </div> <div> NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 561920 SIZE STANDARD: \$20 </div> </div>			
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED <input type="checkbox"/> ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)		13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> REQUEST FOR QUOTE (RFQ) <input type="checkbox"/> INVITATION FOR BID (IFB) <input type="checkbox"/> REQUEST FOR PROPOSAL (RFP)	
15. DELIVER TO See Schedule		CODE FAS-0600-01		16. ADMINISTERED BY USDA, DM/OCP/POD/AMB, POD Acq Mgmt Acquisition Management Branch-CO 301 S. Howes St., Suite 321 Fort Collins CO 80521-2795			
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY		CODE	
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DELIVER TO: FAS-DEP ADMIN GLOBAL PROGRAMS 1400 INDEPENDENCE AVE, SW ROOM 5910-S STOP 1020 WASHINGTON DC 20250 US ***** The Government may perform a comparative evaluation (comparing offers to each other) to select the contractor that is best suited and provides the best value, considering the (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Government Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</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.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ 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	
				ELIZABETH DUMAS			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	<p>evaluation factors in this solicitation.</p> <p>Pertinent Due Dates:</p> <p>a) Contractor questions pertaining to the Solicitation/Attachments are due electronically no later than 1:00PM U.S. Eastern Standard Time, January 24, 2025. Questions shall be sent to elizabeth.dumas@usda.gov in accordance with Instructions to Offerors.</p> <p>b) The closing date for receipt of all solicitation submissions is no later than 1:00 PM U.S. Eastern Standard Time, January 31, 2025. Solicitation submissions shall be emailed to elizabeth.dumas@usda.gov. in accordance with the Instruction to Offerors.</p> <p>*****</p> <p>The Contractor shall provide support in the planning and implementation of activities associated with an ATM to Peru during the week of June 9-12, 2025.</p> <p>Period of Performance: 02/10/2025 to 09/09/2025</p> <p>Agriculture Trade Mission (ATM) - Peru</p> <p>Product/Service Code: R708</p> <p>Product/Service Description: SUPPORT- MANAGEMENT: PUBLIC RELATIONS</p> <p>Continued ...</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ 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	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (<i>Location</i>)		
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	***** CO: Elizabeth Dumas elizabeth.dumas@usda.gov				



**U.S. Department of Agriculture (USDA) Agribusiness Trade
Mission (ATM) to Lima, Peru**

Solicitation No: 12314425Q0046

Instructions to Offerors

Attachment 1

1. GENERAL DESCRIPTION

The U.S. Department of Agriculture (USDA) is issuing this competitive request for quotes for the U.S. Department of Agriculture (USDA) Agribusiness Trade Mission (ATM) to Lima, Peru. This Request for Quote is based on a Statement of Objectives (SOO) (RFQ Attachment 2).

2. TRAVEL/OTHER DIRECT COSTS (NOT TO EXCEED) REIMBURSABLE

Non-local travel may be required under this Contract. The Contracting Officer's Representative (COR) / Contracting Officer (CO) shall approve travel in writing in advance of any travel being performed. Travel and per diem shall be reimbursed in accordance with Federal Travel Regulations. Local Travel shall not be reimbursed. Alternate work location arrangements may be approved by the COR. If travel occurs outside of standard work week it shall be authorized by the COR/CO in advance. Profit and General and Administrative (G&A) expenses are not allowed for travel reimbursement. Letters enabling access to government rates at hotels may be provided by the CO for travel under this contract. Located at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation-ftr>.

3. OPERATIONAL REQUIREMENTS AND INFORMATION

Contracting Officers' Information:

Elizabeth Dumas
Contracting Officer
USDA - Office of Contracting and Procurement (OCP) - Procurement Operations Division (POD)
Elizabeth.Dumas@usda.gov

4. PROVISIONS INCORPORATED BY REFERENCE

- 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (SEP 2023).

5. PERIOD OF PERFORMANCE

The Contractor is expected to commence coordination of ATM preparation activities immediately upon contract award. The period of performance will be from the date of award through September 9, 2025. To initiate this process, a kick-off meeting shall be scheduled with the FAS Contracting Officer's Representative (COR) and FAS Office of Agriculture Affairs (OAA)-Lima staff within one week of the contract award. The USDA Agribusiness Trade Mission to Lima, Peru will be held Monday, June 9 through Thursday, June 12, 2025.

6. PLACE OF PERFORMANCE

The ATM associated with this contract will be performed in Lima, Peru.

7. INSTRUCTIONS TO OFFERORS

The following instructions are provided in this solicitation as an addendum to FAR Provision 52.212-1 Instructions to Offerors—Commercial Items. This is the specific information and format required for any quote submitted. Incomplete quotes are not acceptable. **Quotes must be valid for at least 90 days after RFQ close date. Each offeror must submit quotes electronically via email.** To aid in the evaluation process, quotes shall be complete, comprehensive, and clearly presented.

- Quotes shall be neat, indexed and assembled in an orderly manner. Please try and mirror the requirements document as much as possible so a stated fact or reference may be directly attributed to a requirement. Each volume shall stand alone.
- Elaborate artwork, expensive paper/binding, and expensive visual and other presentation aids are neither necessary nor desired. All pages of each part shall be appropriately numbered and identified with the submitting firm's name and the Request for Quote (RFQ) number.
- Volume I and II shall be submitted as separate Volumes.
- **ANY EXCEPTIONS TO THE TERMS AND CONDITIONS OF THIS SOLICITATION PACKAGE SHALL BE IDENTIFIED ON A SEPARATE PAGE WITHIN THE COVER LETTER SUBMISSION. EXCEPTIONS MAY DISQUALIFY YOUR SUBMITTAL FOR AWARD CONSIDERATION. NO PAGE LIMIT.**

Formatting

Page size shall be 8.5 x 11 inches with one-inch margins. Pages shall be numbered consecutively. The font size shall be Time New Roman, 12-point with single-line spacing. 10-point font size is allowable only for tables and graphics. Offerors shall include a cover letter including their company's primary point of contact. **Tabs, table of contents, and cover page are not included in the page count.** Quote pages exceeding the page limits shall not be evaluated. All other text must be portrait, double-sided print.

Table 1 – Quote Volume Page Limits

Contract Quote Information	Page Limit
Cover Letter	Maximum of 2 Pages
Volume I – Non-price Factors	Maximum of 20 pages (Not including resumes)
Volume II – Price Quote	Excel Spread Sheet

Amendment of Solicitation prior to RFQ Closing Time

The Government reserves the right to revise or amend the Statement of Objectives or the RFQ prior to the RFQ closing time. Such revisions or amendments will be communicated by amendments to this RFQ and issued via Email. If such amendments require material changes in quantities or prices, the RFQ closing date may be postponed by enough days to enable offerors to revise their offers. In such cases, the amendment will include an announcement of the new RFQ closing date and time. **Offerors must submit acknowledgment of all solicitation amendments with their final quote.**

Cover Letter

The Offeror's cover letter for the quote must contain the name, phone number and email address of the person to be contacted concerning any matter related to the solicitation. Please limit the Cover Letter to a maximum of two (2) pages. Include the following in this section:

- Company name and mailing address
- Date submitted and quote expiration date
- Point of Contact (Name, email, phone) for the representative the Government should contact with questions regarding the quote.
- System for Award Management (SAM), Unique Entity Identifier (UEI). This is only required if the company has a SAM UEI.
- Any exceptions to the terms and conditions of this solicitation package.

QUOTE SUBMISSION REQUIREMENTS

Questions

The Contracting Officer (CO) is the point of contact for this acquisition. Offerors shall submit any questions to the CO at the email address below.

CO: Elizabeth Dumas elizabeth.dumas@usda.gov

Questions shall be submitted no later than **January 24, 2025, at 1:00 PM U.S. Eastern Time.** Questions with the Government's responses will be issued via amendment. Please be advised that the Government reserves the right to transmit those questions and answers of a common interest to all prospective offerors via email. Please use B02 RFQ Attch 4, Q & A Template - Peru to submit questions.

Quote Due-Date and Delivery

All quotes must be submitted on or prior to **January 31, 2025, at 1:00 PM U.S. Eastern Time.** **USDA will not accept quotes received by fax or mail. Vendors are to submit quotes electronically by email only.** Volumes I and II of the vendors quote **must be in separate volumes.** Electronic quotes **are to be delivered by the closing date and time as stated above.**

Electronic Quotes shall be emailed to:

Elizabeth Dumas, elizabeth.dumas@usda.gov

Electronic Quotes must be submitted in the following **2 Separate Volumes**. Offerors shall not combine any of the volumes in their quote.

- **Volume I, Non-Price Evaluation Factors:** Maximum of 20-page narrative including the following:
 - **Factor 1.** Prior experience including at least two (2) specific examples of experience working on similar projects comparable to what is described in the statement of objectives (SOO). The narrative should indicate that your company has strong ties with the public and private sector agricultural and agribusiness communities in Peru and a resume reflecting a history of facilitating high visibility international and local events.
 - **Factor 2.** Staffing to accomplish the tasks set forth in the statement of objectives (SOO). Please include responsibilities and experience of each person on the team. Please provide separate resumes for company owner or company manager and project manager.
 - **Factor 3.** Project plan/technical approach. Describe how your company will provide support in the planning and implementation of activities associated with an ATM to Lima, Peru during the week of June 9 -12, 2025. Focus on the services listed in SOO Section 1.0, Purpose and the statement of objectives (SOO), key deliverables table.
- **Volume II Price.** Offerors will provide their quotes in B02 RFQ Attch 3 Pricing Worksheet.

Price quotes shall be evaluated for reasonableness by comparing proposed prices received in response to the solicitation and to the Independent Government Cost Estimate (IGCE). Price shall be considered in conjunction with the non-price factors to determine the quote offering the best value to the Government.

BASIS OF AWARD

The Government may perform a comparative evaluation (comparing offers to each other) to select the contractor that is best suited and provides the best value, considering the evaluation factors in this solicitation. The evaluation factors include **Prior Experience, Staffing Plan, and Technical Approach** and are equally weighted. The Government reserves the right to select responses that exceed the minimum requirements and benefits the government and is not required to select the lowest price bid.

Note: There is no relative importance of the non-price evaluation factors. All the non-price evaluation factors are considered of equal importance.

The non-price evaluation factors are:

Factor 1, Prior Experience. Prior experience including at least two (2) specific examples of experience working on similar projects comparable to what is described in the statement of objectives (SOO). The narrative should indicate that your company has strong ties with the public and private sector agricultural and agribusiness communities in Peru and a resume reflecting a history of facilitating high visibility international and local events.

Factor 2, Staffing Plan. Staffing to accomplish the tasks set forth in the SOO. Please include responsibilities and experience of each person on the team. Please provide separate resumes for company owner or company manager and project manager.

Factor 3, Technical Approach. Project plan/Technical approach. Describe how your company will provide support in the planning and implementation of activities associated with an ATM to Peru during the week of June 9-12, 2025. Focus on the services listed in SOO Section 1.0, Purpose and the SOO key deliverables table. This must be specific and should not be just a duplication of the SOO.

The evaluation team will document noteworthy observations of each offer for each factor. Then compare the observations to determine the most advantageous for each factor.

Below is an example of how the evaluation team will document noteworthy observations:

Non-Price Factor 1:

Quote A's noteworthy observations: _____

Quote B's noteworthy observations: _____

Quote C's noteworthy observations: _____

For Factor 1, Quote _____ to be most advantageous because _____.

The trade-off decision will be based on the table below. A check mark in the table below shows the quotes that are most advantageous for each non-price factor.

Factor	Quote A	Quote B	Quote C
Non-Price Factor 1, Prior Experience			
Non-Price Factor 2, Staffing Plan			
Non-Price Factor 3, Technical Approach			
Price			

Factor: Price

The Government shall evaluate all offers by total price.

The Government will review the price quote for completeness and accuracy. Offerors shall submit pricing using B02 RFQ Atch 3 Pricing Worksheet - Peru. The Offeror's quote will be checked for mathematical correctness. An evaluation of the Offerors' price quotes will be made to determine if they are reasonable for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the quote.



U.S. Department of Agriculture (USDA) Agribusiness Trade Mission (ATM) to Lima, Peru

Statement of Objectives

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Project Title

U.S. Department of Agriculture (USDA) Agribusiness Trade Mission (ATM) to Lima, Peru.

1.0 Purpose

The USDA Foreign Agricultural Service (FAS), Global Programs (GP) Trade Missions and Shows (TMS) Division coordinates the implementation of USDA Agribusiness Trade Missions (ATMs) to countries around the world. These missions enable U.S. agricultural producers to access new or expand to existing international markets by establishing partnerships through sales in agri-food production, processing, inputs, and value-added products. ATMs comprise a critical USDA program for the promotion of U.S. agricultural exports by providing opportunities for U.S. exporters to build relationships with potential customers overseas, gather market intelligence, and generate sales of U.S. agricultural and food products.

The TMS Division seeks support from a local Contractor in Lima, Peru or within close proximity to Lima, to provide Implementation Services for the USDA Agribusiness Trade Mission to Lima, Peru. These Services will include the following:

- Business Recruitment and Matchmaking
- Business-to-Business Meeting Coordination and Facilitation
- Logistics Management, including Transportation
- Development of Informational Materials
- Interpretation and Materials Translation, as necessary
- Securing Hotel Subcontract and Meeting Space
- Assistance to facilitate U.S. samples into the country
- Photography Services
- Follow-up Activities

2.0 Scope or Mission

The Contractor shall provide support in the planning and implementation of activities associated with an ATM to Peru during the week of June 9-12, 2025. The Contractor shall provide: 1) strong ties with the public and private sector agricultural and agribusiness communities in Peru, and the region. The Contractor shall demonstrate clear capabilities related to the following:

- Host-Country/Regional Business Recruitment and Matchmaking with U.S. Companies
- Business-to-Business Meeting Coordination and Facilitation between U.S. participants and local agribusiness and industry officials
- Logistics Management (Including venue and ground transportation management for site visits to wholesale markets, retail tours, receptions (2) at the hotel and other events.)
- Translation of materials, as needed
- Interpretation, as needed
- Development of Informational Materials (including ATM Graphic Design, Plenary Backdrop, Table Tents, Name Badges, U.S. Company Brochures, Notebooks and Bags, and Welcome Packets). See language below regarding the TMS mobile platform/cVent application.
- Follow-on activities associated with the ATM

ATMs consist of three critical components that are implemented simultaneously. The U.S. Government Delegation is the first component and includes the Head of Delegation (a senior-level USDA official) who

holds meetings with appropriate host country government counterparts and conducts site visits to learn more about the local environment for agribusiness.

The second component includes the U.S. Business Delegation and focuses on the development of commercial opportunities for U.S. companies, including one-on-one business-to-business meetings. The second component also includes the provision of educational programming that improves participants' understanding of the host country market conditions – for example, a plenary session, planned in large part by the FAS/Lima office, to kick off the ATM.

The third component includes USDA Cooperator groups, trade associations, State Departments of Agriculture (SDOA), and State and Regional Trade Groups (SRTG). This component follows a hybrid schedule with some components of the U.S. Business Delegation agenda and the U.S. Government Delegation agenda. This could include, but is not limited to, educational programming and market briefs, site visits, and engagements with the host country government and USDA Head of Delegation. The size of this group may be roughly 20 organizations with two representatives per organization, for a total of 40 individuals. This component does not typically participate in B2B meetings.

The Contractor's responsibilities will focus primarily on the U.S. Business Delegation, though its work will also provide support to the U.S. Government Delegation and the Cooperator/SDOA/SRTG delegation as well. The USDA Head of Delegation (HOD) will not be announced until closer to the Trade Mission. The HOD may require a separate vehicle, additional meeting space, or other accommodations that necessitate extra planning on the part of the Contractor. Since HOD accommodations often cannot be anticipated in advance, funding for these accommodations will come from the HOD's office and *not* from the Trade Mission budget, though an amendment to the contract may be necessary to allow the Contractor to procure any additional accommodations that are needed.

3.0 Period of Performance

The Contractor is expected to commence coordination of ATM preparation activities immediately upon contract award. The period of performance will be from the date of award through September 9, 2025. To initiate this process, a kick-off meeting shall be scheduled with the FAS Contracting Officer's Representative (COR) and FAS Office of Agriculture Affairs (OAA)-Lima staff within one week of the contract award. The USDA Agribusiness Trade Mission to Lima, Peru will be held Monday, June 9 through Thursday, June 12, 2025.

4.0 Background

FAS-sponsored international trade missions open doors and deliver results for U.S. exporters, giving them the opportunity to forge relationships with potential customers, gather market intelligence and, most importantly, generate sales. Each year, the marketing and trade experts from USDA/FAS analyze and select a combination of existing, new, and growing markets that offer the best prospects for U.S. agricultural farm and food exports.

ATMs generally include visits to one or more countries. Peru will be the only country visited during this ATM, though some ATM activities and site visits will likely be held in different locations in and around the Lima area. GP/TMS has budgeted to be able to support lodging for 10 buyers from the region (Ecuador and Bolivia) to Lima to participate in the business-to-business meetings and other ATM networking activities. The ATM structure allows for four days in-country for a single location trade mission.

During that time, participants will receive first-hand education from FAS selected presenters about business conditions in the country and region through meetings with local companies and government officials, interactions with U.S. Embassy or Consulate staff, site visits to local business facilities, and informal networking with other mission participants. Additionally, companies will have a total of two full days for targeted business-to-business meetings to forge relationships and to sell U.S. agricultural products.

USDA/FAS/GP/TMS solicits proposals from local contractors in the ATM host-country, working with the General Services Officer (GSO) at the U.S. Embassy or Consulate in-country to post on their website. Among other experience and competencies, the Contractor shall have familiarity with individuals and companies in the local agribusiness sector.

5.0 Performance Objectives

U.S. participants will receive first-hand education about the business environment and market opportunities in Peru and the surrounding region through presentations from local/regional private sector companies and government representatives; visits to agricultural production venues, retailers, wholesalers, and other appropriate agribusinesses; business-to-business meetings with prospective host-country or regional partner companies; and informal networking with other ATM participants.

The success of the ATM depends primarily on recruiting the most appropriate Peruvian and regional companies that would provide germane and successful matchmaking opportunities for the U.S. agricultural companies and industries identified for each ATM. In this context, relevant and appropriate companies include Peruvian and regional companies whose needs align directly with the U.S. products being featured as part of the ATM and are either already established/successful or up-and-coming businesses who might make good business partners for U.S. companies. U.S. agricultural exports to Peru and the region are diverse. At this preliminary stage, the following U.S. export industries are likely to be highlighted: Consumer-oriented products including, beef and beef products, pork and pork products, poultry and poultry products, dairy products, food preparations, snack foods, bakery goods, tree nuts, confectionary products, wine, distilled spirits, condiments and sauces, dog and cat food, and healthy foods (low-sodium, low-sugar, low-fat content); intermediate products, including ethanol, live animals, planting seeds, sweeteners, and feed ingredients; and bulk products including pulses.

A successful trade mission will result in new contacts between U.S. exporters and foreign buyers, and increased sales of the and other U.S. agricultural and food products to Peru and the region.

6.0 Deliverables / Schedule

6.1 Summary of Responsibilities

Recruitment and selection of U.S. companies is done by USDA/FAS/GP/TMS in Washington, DC, in coordination with the FAS Office of Agricultural Affairs in Lima. In coordination with Lima, the Contractor shall take the lead to identify appropriate agribusinesses (importers, wholesalers, distributors, etc.) in Peru and the region to participate in the ATM based on U.S. company participation and target market sectors. The selected companies from Peru and the region will meet one-on-one with U.S. agricultural companies during the ATM to discuss partnerships and potential sales of U.S. agricultural and food products. The Contractor, in coordination with the FAS Lima office, will also work with those participating U.S. companies that are interested to ship samples to facilitate logistics for getting the product into the country.

Additionally, the Contractor shall organize ATM logistics as outlined in the sections below. This will include incorporating and utilizing the TMS mobile platform/cVent application, a third-party vendor for which USDA/FAS will bear all cost and make available to the vendor at no cost. The TMS mobile platform/cVent application will be primarily managed by FAS-Washington staff with support from the Contractor. The mobile application will be utilized for organization and management of business-to-business meetings and dissemination of information and materials, to the extent possible. This will provide a platform to allow for more immediate updates, including notification of schedule changes for business-to-business meetings and other events, and a reduction of hard copy materials. The Contractor shall designate at least one member of its team who will have permissions to the TMS mobile platform/cVent application, and who will coordinate with a member of the USDA team to make any changes to the business-to-business meeting schedule and notify participants via the application.

6.2 Kick-Off Meeting

The Contractor shall commence coordination of ATM preparation activities immediately upon contract award. To initiate this process, a kick-off meeting shall be scheduled with the FAS Contracting Officer's Representative (COR) and FAS Office of Agricultural Affairs (OAA) Peru staff within one week of contract award.

6.3 Business-to-Business Meeting Recruitment, Coordination, and Facilitation

6.3.1 Recruitment of Host-Country Companies for Business Meetings with U.S. Companies

The Contractor shall recruit host-country agribusiness companies for one-on-one meetings with the U.S. companies participating in the ATM. The methodology for this recruitment will be determined by the agricultural and food sectors represented by the companies selected for the ATM opportunity. Ultimately, the Contractor shall be responsible for creating a schedule of business-to-business meetings for each participating U.S. company that includes a range of 8-10 meetings per day with relevant companies from Peru and the region. After the schedule matchmaking takes place, USDA/FAS/GP/TMS staff will then make the business meeting schedules available to each participant on the TMS mobile platform/application. Any changes to the schedule will be made and communicated through the TMS Mobile Platform/App or through direct communication between the Contractor and U.S. companies. The Contractor shall provide a hard copy of each participant's business schedules to them on-site during the mission. Companies bidding on this project shall plan their budget based on 40 participating U.S. companies (estimating 2 representatives from each company, for a total of 70-80 U.S. company participants), though the final number of U.S. companies may differ from that figure slightly. The proposed meeting schedule will be reviewed by USDA on a weekly basis beginning four (4) weeks prior to the ATM to ensure that companies from Peru and the region scheduled to meet with U.S. businesses do comprise legitimate opportunities for the U.S. Business Delegation. The Contractor shall maintain responsibility for inviting and confirming the foreign companies' intention to participate in their scheduled business-to-business meetings, as well as sharing with the foreign companies their specific schedule of meetings with U.S. businesses. The Contractor shall provide USDA/FAS/GP/TMS with an electronic master schedule of all business-to-business meetings that USDA/FAS/GP/TMS can then upload to the TMS mobile platform/application two weeks prior to the start of the ATM. Management and communication of the foreign companies' schedules can also be done through the TMS mobile platform/application. The Contractor shall also provide USDA/FAS/GP/TMS with websites and profiles for all host-country businesses proposed to meet with U.S. companies for review. The Contractor is encouraged to propose to USDA the inclusion of host-country or U.S. trade associations, other non-governmental organizations, and public sector offices whose participation might be relevant and helpful to the U.S. Business Delegation.

6.3.2. Preparation of the ATM Information Package for U.S. Business Delegation

The package will contain current information about the trade opportunities in Peru and the region's agribusiness sectors with data covering general economic conditions and statistical information, and a brief description of potential foreign partners with whom U.S. company representatives will meet. The brief description of potential foreign partners shall include details on product lines and their products of interest, as well as their role in the market (for example: retailer, distributor, processor). The package will also contain a list of local restaurants; a list of relevant contact information, including emergency numbers in-country (Contractor point of contact, hospitals, U.S. Consular Services, etc.); a pen and notebook designed for the ATM; a dual flag friendship pin (U.S. and Peruvian flags, with U.S. on the left and Peru on the right); and a map that includes the location of the hotel and U.S. Embassy/Consulate. The Contractor shall budget for the design and distribution of a bag with the ATM logo for the U.S. participants. The information package will be handed out to participants upon their arrival at the designated hotel.

Information about the foreign companies with whom the U.S. companies are scheduled to meet will be disseminated to all U.S. participants no less than two weeks prior to the ATM. This will provide U.S. companies an opportunity to conduct due diligence about their potential meeting partners. USDA recognizes meetings will continue to be scheduled until the implementation date of the ATM. The final schedule and any subsequent changes will be communicated to participants via the TMS mobile platform/application, or other means, as necessary. Hard copies of the schedules will also be made available should any of the participants request one.

6.3.3. Compilation of U.S. Company Profile Brochure

USDA will provide the Contractor preliminary company profiles for all U.S. Business Delegation participants and member organizations. The Contractor shall then coordinate with USDA/FAS/GP/TMS to finalize the company profiles (to include head-shot pictures and company logos), ultimately obtaining written approval of the profile from each company. Hard copy brochures will also be made available to all participants. The brochure profiles will contain each company's headquarters address (as well as any other facilities it wishes to highlight), contact details, primary contact person, logo, and brief company profile. A translated version of the brochure shall be made available to foreign representatives, if needed. This brochure will provide value as a promotional and matchmaking tool.

6.3.4. On-Site Business-to-Business Meeting Coordination

The Contractor shall provide on-site coordination of the business-to-business meetings. This includes provision of a registration desk where foreign buyer representatives and U.S. business participants will check in, as well as the provision of troubleshooting and facilitation of additional on-site business meeting matchmaking wherever possible. As organization and notification of the business meetings will be largely managed via the TMS mobile platform/application, the Contractor shall also designate at least one member of its team who will have permissions to the TMS mobile platform/application, and who will coordinate with a member of the USDA team to make any changes to the business-to-business meeting schedule, as needed. Contractors will elaborate on their proposal for managing this element of the program. The Contractor will also arrange for consecutive interpretation for business meetings.

6.4 Logistical Responsibilities

6.4.1. Venue Coordination

The Contractor shall contract and act as signatory with an appropriate hotel that can lodge the delegation and host all appropriate hotel-based meetings during the ATM. “Appropriate” is defined in the context of this document as a five-star venue that meets the approval of FAS Lima and USDA/Washington staff. The Contractor shall provide a rationale for identifying the recommended venue (e.g., proximity to the city’s business center, availability during required dates, conference facilities, etc.). The hotel requirements for Lima include the following:

- A single meeting room large enough to host a half-day plenary session and lunch for all ATM participants. The contractor should plan for approximately 120-150 individuals, though this number could vary depending on the number of confirmed participants. The room will include two LCD projectors, two monitors, high speed connection to the internet, stage, podium, and eight microphones.
- A single meeting room that is large enough to host all business-to-business meetings for the entire ATM program (2.5 days). This room can be the same room as the plenary session room if it can easily be repurposed/reorganized for such purpose.
- A centralized control room where both the Contractor and USDA program management staff can coordinate ongoing ATM activities. The control room shall be set up on Saturday, June 7, 2025, through Friday, June 13, 2025. The room will include 1 computer workstation (with reliable, high-speed connection to the internet), 1 printer (one color and one able to produce double-sided pages and connected to the aforementioned computer workstation), 1 copier (which can be conjoined with the printer), and an adequate number of conference tables to seat 8-10 people. The Contractor shall provide staffing, as needed, for the Control Room to supplement the USDA delegation staff. A diagram of USDA’s preferred layout and needs will be provided prior to the kick-off meeting. 24-hour access to the control room is required before and during the event.
- A break-out room(s) that can be utilized by the USDA Head of Delegation, or where smaller meetings can be held, as needed. The break-out room(s) will be able to accommodate participants ranging from 2-20 people. USDA will coordinate with the Contractor about specific needs for a given activity. A break-out room(s) will be secured for the duration of the ATM.
- The Contractor shall secure a room block for the entire U.S. Business and Government Delegations, as well as the 15 sponsored buyers from the region and outside Lima. No deposit will be paid on the room block. All lodging rooms occupied by the U.S. Business and Government delegations will be paid individually by the participants. The Contractor shall secure the block at a rate that conforms to (or falls below) U.S. government per diem guidelines. The Contractor shall request a complimentary upgrade for, at a minimum, the USDA Head of Delegation and lounge access for the USDA delegation. A specific list of individuals for whom additional complimentary upgrades might be requested will be provided by USDA.
- The Contractor shall pay the lodging for up to 15 sponsored buyers from the region.

6.4.2. Meals

The lodging rate secured by the Contractor shall also include complimentary breakfast for the individual guests. Lunches at the hotel during the ATM (for example, following the plenary session and during the business-to-business meetings) shall be included and detailed in the cost proposal. Lunches will be provided for all members of the U.S. Government delegation, U.S. Business Delegation, and visiting foreign buyers, as well as a specified number of invited guests (including panelists, host-country company representatives, and others as outlined specifically by USDA). Proposal budgets shall be built with estimates of 150 people per lunch. Morning and afternoon coffee stations shall also be included in the proposal.

6.4.3. Receptions

The Contractor shall plan for up to three receptions that will be held in a space at the contracted hotels/offsite in Lima and that will include beverages and heavy appetizers for all ATM participants and others as invited by USDA. The first will be an Icebreaker Reception for only the U.S. delegation on the evening of Sunday, June 8, 2025, prior to the plenary session and official ATM kickoff. The second will be a Welcome Reception on the evening of June 9 or 10, 2025 and may be held offsite. The Contractor shall also be responsible for planning an optional closing reception or cultural activity, which may take the form of a dinner, for ATM participants held on Thursday, June 12, 2025. USDA is open to recommendations from the Contractor on the locations for the Welcome Reception and the closing dinner/cultural activity. The guest list for each event will be provided to the Contractor and will include ATM participants and other key stakeholders. The Contractor shall then plan the function, seeking approval from USDA before committing to any sub-contracts. This includes circulating invitations, procuring the venue, and coordinating all other logistical details (music, transportation as necessary, etc.) for the event. The Contractor shall budget for an estimated 100 guests for the Icebreaker Reception, an estimated 200-300 guests for the Welcome Reception, and an estimated 100 guests for the cultural activity/dinner.

6.4.4. Ground Transportation

The Contractor maintains responsibility for all ground transportation movements related to the ATM. This includes the following:

- Round-trip transportation for ATM participants (U.S. Delegation, Regional Importer Delegation, and U.S. Government Delegation) between the airport and hotel upon arrival and departure.
- The Contractor shall obtain each participant's flight itinerary (provided by USDA) and plan accordingly. The transportation plan will be included in the bidder's methodology. This includes the following:
 - Individual or small group airport pick-up upon arrival in each city;
 - Group pick-up upon arrival in each city;
 - Transportation from the hotels to the airport at the conclusion of the event, to include individual transportation for approximately 100 people. This number may fluctuate, and some people will likely arrive/depart on the same flights (which would enable the option for small group transportation via vans).
- Appropriate group transportation to all off-site activities related to the ATM. These include any site visits, meetings, or receptions that occur outside of the hotel. USDA will provide the Contractor with a schedule of events and the participant list for each activity, and the Contractor shall secure appropriate transportation for those participants. This will likely amount to 3-4 days of group transportation, and group transportation for the Welcome Reception, the Closing Reception, and optional cultural event/dinner, as well, depending upon the location. Please prepare a budget for group ground transportation needed to support approximately 120 people, though this number may fluctuate slightly.
- If the USDA Head of Delegation requires individual treatment or proper security protocol, it will be coordinated directly by USDA.
- The Contractor shall also plan to support transportation for parts of the U.S. Government delegation and potentially the USDA Head of Delegation as needed during the week of the event. Funding for any additional transportation needs for the Head of Delegation will come directly from the Head of Delegation's office, and not from the Trade Mission budget.

6.5 Other Tasks

6.5.1. Follow Up and Evaluation

After the ATM the Contractor shall submit a Mission Report with information about meetings, agreements, and conclusions no later than three months after the last day of the ATM.

6.6 Delivery

The Contractor shall include, as part of its methodology for overall delivery of the work described above, a detailed schedule for accomplishing the individual tasks described. The Contractor shall seek and receive approval from the USDA COR before finalizing any written materials, contract matters, or other decisions that impact the scope or delivery of the ATM.

6.7 Place of Performance/Draft Itinerary

The ATM associated with this contract will be performed in Lima, Peru. The formal agenda begins Monday, June 9, 2025, with participants arriving to Lima primarily on the preceding weekend. The Icebreaker Reception will take place on the evening of Sunday, June 10. A preliminary schedule that remains subject to change but provides general guidance on the sequence of events follows:

Draft Itinerary / Lima, Peru

Saturday, June 7

Participants Arrive in Lima

Sunday, June 8

Participants Arrive in Lima

Evening Icebreaker Reception

Monday, June 9

Morning Plenary Session and Briefing from U.S. Embassy and local private industry on Doing Business

Afternoon Site Visits

Afternoon Public/Private Sector Meetings

Tuesday, June 10

Full day Business-to-Business Meetings for U.S. Companies

Public/Private sector meetings and site visits for U.S. Government Delegation

Evening Welcome Reception for all ATM participants and invited guests

Wednesday, June 11

Full day Business-to-Business Meetings for U.S. Companies

Public/Private sector meetings and site visits for U.S. Government Delegation

Thursday, June 12

Site visits

Public/Private sector meetings and site visits for U.S. Government Delegation

Cultural Event: To be determined, may be a dinner

Participants Depart for flights back to the U.S.

Friday, June 13

Participants Depart for flights back to the U.S.

Key Deliverables

Item No.	Deliverable	Objective	Due
1	<i>Familiarization and Utilization of TMS mobile platform/cVent application, and Contractor Designation of App Coordinator</i>	<i>The TMS mobile platform/application shall be utilized for organization and management of business-to-business meetings and dissemination of information and materials, to the extent possible. Additionally, the Contractor shall designate one member of its team who will have permissions to the TMS mobile platform/application, and who will coordinate with a member of the USDA team on its use. Ref. Subtask 6.1.</i>	<i>Approximately one month before the ATM takes place, with the expectation of increasing time spent on the TMS mobile application during the ATM</i>
2	<i>Kick-Off Meeting</i>	<i>The Contractor shall commence coordination of ATM preparation activities immediately upon contract award. Ref. Subtask 6.2.</i>	<i>USDA/FAS will organize one week after contract award</i>
3	<i>Recruitment of Host Country Companies for Business-to-Business Meetings</i>	<i>The Contractor shall recruit host-country and companies from Peru and the region to meet with U.S. companies participating in the ATM. The Contractor shall generate an individualized schedule of 8-10 B2B meetings per day for each participating U.S. company. Ref. Subtask 6.3.1</i>	<i>Agribusiness sectors represented by U.S. companies selected to participate in the ATM will determine which host-country and regional companies are recruited. The Contractor shall commence buyer/importer recruitment once U.S. company participation is confirmed approximately three months prior to the ATM.</i>
4	<i>ATM Information Package for U.S. Companies</i>	<i>The information package will contain the materials referenced in Subtask 6.3.2 above. Information will also be disseminated to U.S. participants using the TMS mobile platform/application.</i>	<i>Information about the foreign companies with whom the U.S. company representatives are scheduled to meet will be disseminated to all U.S. participants no less than two weeks prior to the trip (no later than May 26, 2025).</i>

5	<i>Compilation of U.S. Company Profile Brochure</i>	<i>Hard copy brochures will also be made available to all participants. A translated version of the brochure, if necessary, shall be made available to all participating foreign buyers. Ref Subtask 6.3.3 above.</i>	<i>The U.S. company profile brochure will be made available to all participating foreign buyers on the first day of the ATM.</i>
6	<i>On-Site Business-to-Business Meeting Coordination</i>	<i>The Contractor shall be responsible for coordination of the business-to-business meetings onsite, as well as dissemination of information, schedule changes, etc., pertaining to the business-to-business meetings via the TMS mobile platform/application, and other means, as necessary. Ref Subtask 6.3.4 above.</i>	<i>The Contractor shall be responsible for business-to-business meeting coordination for the duration of the ATM.</i>
7	<i>Venue Coordination</i>	<i>The Contractor shall be responsible for securing five-star hotel accommodations, to include a room block for the entire U.S. Government delegation, U.S. Business Delegation, and participating sponsored regional buyers. No deposit will be made on the room block. The Contractor shall also be responsible for securing meeting space at the hotel, as referenced in Subtask 6.4.1. The lodging rate will include breakfast, and the Contractor shall also budget for lunches during the ATM, as specified in Subtask 6.4.1.</i>	<i>The Contractor shall contract with an appropriate venue as soon as possible following the contract award.</i>
8	<i>Receptions</i>	<i>The Contractor shall be responsible for planning three receptions (Icebreaker Reception, Welcome Reception, and Closing Dinner/Cultural Activity) during the ATM, as referenced in Subtask 6.4.3.</i>	<i>At least one of the receptions will be held at the hotel venue, ref 'Venue Coordination' above.</i>
9	<i>Ground Transportation</i>	<i>The Contractor shall provide for Ground Transportation as specified in Subtask 6.4.4. above, and budgeting for any COVID-19 considerations to allow for social distancing.</i>	<i>Secure upon contract award.</i>
10	<i>Follow Up and Evaluation</i>	<i>The Contractor shall submit a Mission Report, as referenced in 6.5.1. above.</i>	<i>Due no later than three months after the last day of the ATM (by September 12, 2025)</i>

7.0 Operating Constraints

The SOO will provide Offerors with the maximum flexibility to propose innovative approaches and solution. However, there may be constraints that the Government must place on the solutions. This section shall identify all constraints associated with the requirement including, but not limited to, information assurance and architecture; network accessibility; security; privacy; safety considerations/constraints; and existing policies, directives, and standards.

8.0 Attachments

Attachment 1 - Potential Lima Hotels

Attachment 1 Potential Lima Hotels

The following hotels could be suitable options for conference space for this event. These venues are in Lima and fit the high-quality hotel description (e.g., all are five-star hotels) and meet the conference space standards for an event of this nature. At the date of this market research investigation, they all currently have the capacity and conference space availability for this event. Post is currently confirming with RSO that there are no security concerns that would exclude consideration of any of these options.

The Westin Lima Hotel & Convention Center

Address: Av. las Begonias 450, San Isidro, Peru

POC:

Email: reservaswestin@libertador.com.pe

Mobile: +51 1-2015000

JW Marriott Hotel Lima

Address: Av. las Begonias 450, San Isidro, Peru

POC:

Email: reservations.lima@marriott.com

Mobile: +51 1-217-7000

Hilton Lima Miraflores

Address: Avenida La Paz 1099, Miraflores, Peru

POC:

Email: reserve.lima@hilton.com

Mobile: +51 1 2008000

Swissotel Lima

Address: Via Central 150, Centro Empresarial Real, San Isidro, Lima

POC:

Email: reservations.lima@swissotel.com

Mobile: +511 421 4400

Miraflores Park A Belmond Hotel

Address: Avenida Malecon De La Reserva 1035, Miraflores, Lima

POC: Erika Toro - Area Director of Sales, Hotels, Peru

Email: erika.toro@belmond.com

Mobile: +51 1 610 4000

Vendor:				
DUE DATE: January 31, 2025				
Project Title: Peru ATM				
Base Period: Approximately 9 Months				
Labor Category	Hours	Rate	Total	USD
In-Country Contractor Company (including business-to-business meeting recruitment, schedule coordination, logo design, logistics management, and implementation)				
Welcome kit, information packets, name badges, friendship pins, notebooks, pens, bags, etc.				
Venue, Meeting Rooms, Control Room with equipment,				
Ground Transportation (round trip airport-hotel-airport; site visits; any any offsite events and vehicle signage)				
Miscellaneous Expenses (photography, supplies, graphics,				
Lodging for foreign buyers (15 participants for 3 nights)				
Translation and Interpretation (est. 35-40 interpreters for				
Incidentals				
Value Added Tax (VAT)				
Labor Total				\$0.00
Other Direct Costs (ODC)				
Travel				\$0.00
ODC/Travel Subtotal				\$0.00
Period Total				\$0.00
Cumulative TOTAL				\$0.00

Questions & Answers for USDA RFQ 12314425Q0046 (Lima, Peru ATM)						
Number	Document	Section	Paragraph	Page	Question	Answer
1						
2						
3						
4						
5						
6						
7						
8						

SECTION 1 - CONTRACT CLAUSES

1. 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (DEVIATION 2017-1) (OCT 2018)

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

2. 52.242-15 STOP WORK ORDER (AUG 1989)

3. 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): <http://www.acquisition.gov/far>

(End of clause)

4. AGAR 452.237-74 KEY PERSONNEL (FEB 1988)

(a) The Contractor shall assign to this contract the following key personnel: **Project Manager.**

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

(End of Clause)

5. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (SEP 2021) (DEVIATION 2017-1) (DEVIATION APR 2020) (DEVIATION JUL 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 (Jun 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 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☐ (4) [52.203-17](#), *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights* (April 2014) ([41 U.S.C. 4712](#)) relating to whistleblower protections). (**Deviation 2017-1**)

☒ (5) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

☐ (6) [Reserved].

☐ (7) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (8) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (9) [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](#))

☐ (10) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).

☐ (11) [Reserved].

☐ (12)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021) ([15 U.S.C. 657a](#)).

☐ (13)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Sep 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

☐ (14) [Reserved]

☒ (15)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

☐ (ii) Alternate I (Mar 2020).

☐ (16)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

☐ (ii) Alternate I (Mar 2020) of [52.219-7](#).

☐ (17) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

☐ (18)(i) [52.219-9](#), Small Business Subcontracting Plan (Sep 2021) ([15 U.S.C. 637\(d\)\(4\)](#))

☐ (ii) Alternate I (Nov 2016) of [52.219-9](#).

☐ (iii) Alternate II (Nov 2016) of [52.219-9](#).

☐ (iv) Alternate III (Jun 2020) of [52.219-9](#).

- ☐ (v) Alternate IV (*Sep 2021*) of [52.219-9](#).
- ☐ (19) (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](#).
- ☒ (20) [52.219-14](#), Limitations on Subcontracting (*Sep 2021*) ([15 U.S.C. 637\(s\)](#)).
- ☐ (21) [52.219-16](#), Liquidated Damages-Subcontracting Plan (*Sep 2021*) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ☐ (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (*Sep 2021*) ([15 U.S.C. 657f](#)).
- ☐ (23) [52.219-28](#), Post Award Small Business Program Rerepresentation (*Sep 2021*) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ☐ (ii) Alternate I (*Mar 2020*) of [52.219-28](#).
- ☐ (24) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (*Sep 2021*) ([15 U.S.C. 637\(m\)](#)).
- ☐ (25) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (*Sep 2021*) ([15 U.S.C. 637\(m\)](#)).
- ☐ (26) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (*Mar 2020*) ([15 U.S.C. 644\(r\)](#)).
- ☐ (27) [52.219-33](#), Nonmanufacturer Rule (*Sep 2021*) ([15 U.S.C. 637\(a\)\(17\)](#)).
- ☐ (28) [52.222-3](#), Convict Labor (*June 2003*) (E.O. 11755)
- ☐ (29) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (*Jan 2020*) (E.O. 13126)
- (Deviation Jul 2020).**
- ☒ (30) [52.222-21](#), Prohibition of Segregated Facilities (*Apr 2015*).
- ☒ (31)(i) [52.222-26](#), Equal Opportunity (*SEP 2016*) (E.O. 11246).
- ☐ (ii) Alternate I (*Feb 1999*) of [52.222-26](#).
- ☐ (32)(i) [52.222-35](#), Equal Opportunity for Veterans (*Jun 2020*) ([38 U.S.C. 4212](#)).
- ☐ (ii) Alternate I (*Jul 2014*) of [52.222-35](#).
- ☐ (33)(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](#).
- ☐ (34) [52.222-37](#), Employment Reports on Veterans (*Jun 2020*) ([38 U.S.C. 4212](#)).
- ☐ (35) [52.222-40](#) Notification of Employee Rights Under the National Labor Relations Act (*Dec 2010*) (E.O. 13496).
- ☒ (36)(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).
- ☐ (37) [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](#).)
- ☐ (38) (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.)
- ☐ (39) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (*Jun 2016*) (E.O. 13693).
- ☐ (40) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (*Jun 2016*) (E.O. 13693).
- ☒ (41) (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](#).

- ☐ (42)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (*Jun 2014*) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (*Jun 2014*) of [52.223-14](#).
- ☐ (43) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (*May 2020*) ([42 U.S.C. 8259b](#)).
- ☐ (44)(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](#).
- ☐ (45) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (*Jun 2020*) (E.O. 13513).
- ☐ (46) [52.223-20](#), Aerosols (*Jun 2016*) (E.O. 13693).
- ☐ (47) [52.223-21](#), Foams (*Jun 2016*) (E.O. 13693).
- ☐ (48)(i) [52.224-3](#) Privacy Training (*Jan 2017*) (5 U.S.C. 552 a).
- ☐ (ii) Alternate I (*Jan 2017*) of [52.224-3](#).
- ☐ (49) [52.225-1](#), Buy American-Supplies (*Jan 2021*) ([41 U.S.C. chapter 83](#)).
- ☐ (50)(i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (*Jan 2021*) (***Deviation Jul 2020***) ([19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, ***19 U.S.C. chapter 29 (sections 4501-4732)***, 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 II (*Jan 2021*) of [52.225-3](#).
- ☐ (iii) Alternate III (*Jan 2021*) of [52.225-3](#).
- ☐ (51) [52.225-5](#), Trade Agreements (***Deviation Jul 2020***) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- ☐ (52) [52.225-13](#), Restrictions on Certain Foreign Purchases (*Feb 2021*) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (53) [52.225-26](#), 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](#)).
- ☐ (54) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (*Nov 2007*) ([42 U.S.C. 5150](#)).
- ☐ (55) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (*Nov 2007*) ([42 U.S.C. 5150](#)).
- ☐ (56) [52.229-12](#), Tax on Certain Foreign Procurements (*Feb 2021*).
- ☐ (57) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (*Feb 2002*) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- ☐ (58) [52.232-30](#), Installment Payments for Commercial Items (*Jan 2017*) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- ☐ (59) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (*Oct 2018*) ([31 U.S.C. 3332](#)).
- ☐ (60) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (*Jul 2013*) ([31 U.S.C. 3332](#)).
- ☐ (61) [52.232-36](#), Payment by Third Party (*May 2014*) ([31 U.S.C. 3332](#)).
- ☐ (62) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (*Dec 2013*) (***Deviation Apr 2020***) (31 U.S.C. 3903 and 10 U.S.C. 2307)
- ☐ (63) [52.239-1](#), Privacy or Security Safeguards (*Aug 1996*) ([5 U.S.C. 552a](#)).
- ☐ (64) [52.242-5](#), Payments to Small Business Subcontractors (*Jan 2017*) ([15 U.S.C. 637\(d\)\(13\)](#)).
- ☐ (65)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (*Feb 2006*) ([46 U.S.C. 55305](#)) 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 (Nov 2020).
- ☐ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- ☐ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause [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 \$700,000 (\$1.5 million for construction of any public facility), 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 (*Sept* 2015) (E.O.11246).

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

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

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

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

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

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

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

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

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

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

(xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (*Nov* 2020).

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

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

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

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

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

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (*Feb* 2006) ([46 U.S.C. 55305](#)) and [10 U.S.C.2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

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

(End of clause)

SECTION 2 - SOLICITATION DOCUMENTS, EXHIBITS AND ATTACHMENTS

6. Solicitation documents, exhibits and/or attachments are hereby incorporated into the solicitation/contract:

Attachment	Description	Date	No. of Pages
1	Peru ATM RFQ Instructions to Offerors		5
2	Statement of Objectives Peru ATM		13
3	Pricing Worksheet Peru ATM		Excel work sheet
4	Peru ATM Q and A template		Excel work sheet
5	Commercial Clauses and Provisions		27

SECTION 3 - SOLICITATION PROVISIONS AND REPRESENTATIONS & CERTIFICATIONS

43. 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (SEP 2021)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern which submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition is--

- (1) Is set aside for small business and has a value above the simplified acquisition threshold;
- (2) Uses the HubZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (3) Is an 8(a), HubZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the [SF 1449](#), letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR [52.212-3](#) (see FAR [52.212-3\(b\)](#) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during pre-award testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with [subpart 4.10](#) of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror’s initial offer should contain the offeror’s best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to- GSA Federal Supply Service Specifications Section, Suite 8100 470 East L'Enfant Plaza, SW, Washington, DC 20407 Telephone (202) 619-8925 Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier. (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR [subpart 32.11](#)) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) [Reserved]

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

44. ADDENDUM TO FAR 52.212-1, INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS

See attachment 1, Instructions to Offerors.

(End of Provision)

45. 52.204-22 ALTERNATIVE LINE ITEM PROPOSAL (JAN 2017)

46. 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES (OCT 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services-Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

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

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

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

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

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

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

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

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

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

(d) *Representations.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

47. 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES- REPRESENTATION (OCT 2020)

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

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

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

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

(End of provision)

48. 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

See attachment 1, Instructions to Offerors.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

49. 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (FEB 2021) (DEVIATION JUL 2020 TO IMPLEMENT US-MEXICO-CANADA AGREEMENT)

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 (PSDs) 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, Food and Related Consumables;
- (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—

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

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101](#)(2), with a disability that is service connected, as defined in [38 U.S.C. 101](#)(16).

Small business concern—

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

Small disadvantaged business concern, consistent 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 the SAM information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____.

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

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

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

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

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

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

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

(4) **Small disadvantaged business concern.** *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

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

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

(iii) The terms “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American-Supplies.”

(2) Foreign End Products:

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 (Deviation Jul 2020).** (Applies only if the clause at FAR [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) (A) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product

(B) The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

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

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

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. Other Foreign End Products:

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

[List as necessary]

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

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

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

Line Item No.

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following 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
_____	_____

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

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

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

Other End Products:

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

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5\(a\)\(2\)](#) for which the liability remains unsatisfied.

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ TIN: _____.

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

(4) *Type of organization.*

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

(5) *Common parent.*

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

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

(n) ***Prohibition on Contracting with Inverted Domestic Corporations.***

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

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

- (i) It ☐ is, ☐ is not an inverted domestic corporation; and
- (ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

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

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

(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 (50 U.S.C.

1701 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 ☐ is not ☐ a successor to a predecessor that held a Federal contract or grant within the last three years.

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

Predecessor CAGE code: (or mark “Unknown”)

Predecessor legal name: (Do not use a “doing business as” name)

(s) **[Reserved]**

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

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

(2) *Representation.* [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, *i.e.*, makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

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

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

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law

enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

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

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

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

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

(End of provision)