

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NUMBER PR16213708		PAGE 1 OF 57	
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 19EN1026Q0383	
						6. SOLICITATION ISSUE DATE August 21, 2026	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME TallinnGSOProcurement@state.gov				b. TELEPHONE NUMBER (No collect calls)	
						8. OFFER DUE DATE/ LOCAL TIME September 18, 2026 17:00 local time	
9. ISSUED BY CODE American Embassy Tallinn GSO/Procurement Kentmanni 20, Tallinn, 15099 Estonia				10. THIS ACQUISITION IS ☐ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☒ UNRESTRICTED OR ☐ WOMEN-OWNED SMALL BUSINESS ☐ (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: ☐ EDWOSB ☐ 8 (A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE		12. DISCOUNT TERMS		☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
						14. METHOD OF SOLICITATION ☒ RFQ ☐ IFB ☐ RFP	
15. DELIVER TO CODE				16. ADMINISTERED BY CODE American Embassy Tallinn GSO/Procurement			
17a. CONTRACTOR/ OFFERER CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
TELEPHONE NO.							
☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Please see continuation to SF-1449 for full terms and conditions (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						☒ ARE ☐ ARE NOT ATTACHED	
☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						☐ ARE ☐ ARE NOT ATTACHED	
☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				☐ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED August 21, 2026	



Embassy of the United States of America

Tallinn, Estonia

Date: August 21, 2026

Dear Prospective Quoter:

Subject: Request for Quotations number 19EN1026Q0383

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

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

The Embassy intends to conduct a pre-quotation conference at the site; The pre-proposal conference will be held on September 8, 2026, at 11:00 (local time) at the location provided for the participants. Prospective offerors/quoters should contact TallinnGSOProcurement@state.gov by September 4, 2026, for additional information and to arrange entry to the building.

Quotations are due by 17:00 (local time) on September 18, 2026. No quotations will be accepted after this time. Proposals must be in English and incomplete proposals will not be accepted.

Your quotation must be submitted electronically to TallinnGSOProcurement@state.gov. It is important to make sure the submission is made in specific size and format; in MS-Word 2007/2010 or MS-Excel 2007/2010 or Adobe Acrobat (pdf) file format. The file size must not exceed 30MB. If the file size should exceed 30MB, the submission must be made in separate files and attached to separate emails with less than 30MB each.

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

1. SF-1449
2. Section I, Pricing
3. Additional information as required in Section 3
4. Section 5 Representations and Certifications
5. [Reserved]
6. Proof of SAM Registration

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

Sincerely,

Contracting Officer

Enclosure:

SF-1449 Cover page
Continuation to SF-1449
SAM.gov instructions

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SECTION 1 - THE SCHEDULE
CONTINUATION TO SF-1449,
RFQ NUMBER 19EN1026Q0383
PRICES, BLOCK 23

1. PRICES AND PERIOD OF PERFORMANCE

The Contractor shall perform food delivery services, by utilizing its own facilities for the food preparation and providing individually packed meals of food and delivering them to the residence. Contractor will be responsible for removing used food containers and any uneaten meals from the residence and disposing of them at contractor facilities during meal deliveries.

The Contractor shall furnish all labor, material, equipment and services, for the U.S. Embassy Tallinn Marine Security Guards. The price listed below shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The Government will pay the Contractor the fixed price per month for services.

After contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from start date listed in Notice to Proceed unless the Contractor agrees to an earlier date) on which performance shall start.

The performance period of this contract is from the start date in the Notice to Proceed and continuing for 12 months. The initial period of performance includes any transition period authorized under the contract.

1.1 VALUE ADDED TAX

Value Added Tax (VAT) is not included in the rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion.

1.2 PRICING TABLE

Price per Month	Quantity of Months	Price per Year
	12	
VAT part 24%		
Grand Total Cost		

CONTINUATION TO SF-1449,
RFQ NUMBER 19EN1026Q0383
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. SCOPE OF WORK

The purpose of this fixed price contract is to obtain food services program for U.S. Government at U.S. Embassy Tallinn for Marine Security Guards at the Marine Security Guard Residence (MSGR). Contractor will utilize its own facilities for the preparation, provide individually packed meals of food and deliver them to the residence. Contractor will be responsible for removing used food containers and any uneaten meals from the residence and disposing of them at contractor facilities during meal deliveries. The contract will be for a one-year period, from the date of notice to proceed.

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

1.1 GENERAL INSTRUCTIONS

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

1.2 DUTIES AND RESPONSIBILITIES

1.2.1 Contractor shall schedule cooking and delivery requirements to ensure that these are done in the order and time frame specified.

1.3 TYPES OF SERVICES

Shall include the following work:

- 1.3.1 Contractor will be responsible for providing individually packed lunch and dinner meals for seven people per day (98 meals per week).
- 1.3.2 Contractor will use own discretion on when to transport meals to the residence in Tallinn. Request is to deliver three times a week.
- 1.3.3 Contractor will utilize its own operation hours for preparation, packaging, and delivery of food to ensure that (1) lunch and (1) dinner meal is available daily for seven people.
- 1.3.4 Contractor is encouraged to transport multiple day's meals every trip to minimize daily transportation of meals.

1.3.5 Contractor will be responsible for removing used food containers and any uneaten meals from the MSGR and disposing of them at contractor facilities during meal deliveries.

2.0 MANAGEMENT AND SUPERVISION

2.1 This supervisor shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The supervisor shall have sufficient English language skill to be able to communicate with members of the U.S. Government staff.

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

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

3.0 LOCATIONS FOR FOOD SERVICES

All food is to be delivered to the MSGR at Toom-Kuninga 20A, Tallinn.

4.0 PERSONNEL

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

4.2 STANDARD OF CONDUCT.

4.2.1 Uniform/Appropriate Attire and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms/appropriate attire when on duty. All employees shall wear attire approved by the Contracting Officer's Representative (COR).

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

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

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

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

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

4.2.6 [Reserved]

4.3. NOTICE TO THE GOVERNMENT OF LABOR DISPUTES

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

4.4. PERSONNEL SECURITY

4.4.1 After award of the contract, the Contractor shall provide the following list of data on each employee who will be working under the contract. The Contractor shall include a list of workers and supervisors assigned to this project. The Government will run background checks on these individuals. It is anticipated that security checks will take days to perform. For each individual the list shall include:

Full Name

Place and Date of Birth

Current Address

Identification number

The Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity card(s) on the uniform/attire at all times while providing services under this contract. These identity cards are the property of the US Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the

Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

4.5 EMPLOYEE SAFETY REQUIREMENTS

Contractor shall ensure that employees are supplied with and use proper safety personal protective equipment (PPE) such as aprons and potholders.

Contractor employees will follow signed safety work procedures, which protect the Contractor employees and DOS personnel in proximity to work site.

4.6 KEY PERSONNEL

4.6.1 POSITION AND FUNCTION

The key personnel specified in this contract are essential to work performance.

4.6.2 MINIMUM QUALIFICATIONS

The service provider shall have a minimum of 3 years' experience managing food services operations demonstrating experience in premium level food and service execution.

Clearance Level: None

4.6.3 SUBSTITUTIONS

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

4.6.4 REPLACEMENTS

After the first 180 days of performance, the Contractor may substitute the key person if they determine that it is necessary. The Contractor will provide notice at least 45 days prior to diverting any of the specified individuals to other programs or contracts (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Contractor). The proposed substitute shall possess qualifications comparable to the original key person and meet the minimum standards set forth in the contract.

4.5.6 [Reserved]

5.0. MATERIALS AND EQUIPMENT

The Contractor shall provide all necessary equipment, materials, and ingredients to perform the services identified in this statement of work.

6.0. GOVERNMENT FURNISHED PROPERTY/EQUIPMENT

None

7. INSURANCE

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

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

1. Bodily Injury stated in U.S. Dollars:

Per Occurrence as required by Estonian Law
Cumulative as required by Estonian Law

2. Property Damage stated in U.S. Dollars:

Per Occurrence as required by Estonian Law
Cumulative as required by Estonian Law

7.3 The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be provided by law or sufficient to meet normal and customary claims.

7.4 [Reserved]

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

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

- any other person

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

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

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

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

8.0. LAWS AND REGULATIONS

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

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

9.0. TRANSITION PLAN

Within 5 days after contract award, the Contracting Officer may request that the Contractor develop a plan for preparing the Contractor to assume all responsibilities for cook services. The plan shall establish the projected period for completion of all clearances of Contractor personnel, and the projected start date for performance of all services required under this contract. The plan shall assign priority to the selection of all supervisors to be used under the contract.

10. DELIVERABLES

The following items shall be delivered under this contract:

Description	Quantity	Delivery To	Date
1.1 General Instructions	1	COR	30 days after award
1.2.3 Schedules	1	COR	Monthly
4.4.1 List of Personnel	1	COR	5 days after award
7. Evidence of Insurance	1	COR	5 days after award
8. Licenses and Permits	1	COR	Date of award
9. Transition Plan	1	COR	5 Days after award
Daily Headcount by Meal		COR	Available daily, due monthly along with running annual to-date totals
20-Day Menu Plan		COR	1 week prior to start of new menu cycle
Menu Adjustments		COR	1 week in advance of change
Menu Acceptability and Waste Report	1	COR	Monthly
Menu Metrics	1	COR	Monthly
Hazard Analysis and Critical Point (HACCP) Plan	1	COR	Prior to start of performance
Illness Reports		COR	Provide as part of the Program Management and QA Reviews
Food Storage Catalogue proposed changes		COR	Provide proposed change to COR for review and approval prior to formalization of change
Reporting Plan	1	COR	Start of performance
Risk Management Plan (Risk management and mitigation-quality control & assurance, etc.)	1	COR	Provide as part of proposal response and updated/maintained throughout performance
Quality Control Plan	1	COR	Prior to Start of Performance
Food concession, food, and water inspection SOPs	1	COR	Within first 30 days
Quality Control Reports	1	COR	Monthly
Vulnerability Assessment	1	COR	Monthly
KPI Reporting	1	COR	Monthly to COR to CO
Food Service Operation Uniform plan	1	COR	Within first 30 days

Health, Safety and Environment Plan	1	COR	Within first 30 days
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11. QUALITY CONTROL MANAGEMENT, QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

QUALITY CONTROL

The Contractor, prior to implementation, shall provide for DOS approval a Quality Control plan, that will include food service performance standards, metrics, and reporting required for quality control.

This plan shall define the contractor's approach to Quality Assurance/Quality Control on the contract. It shall provide an overview of the contractor's approach to planning, organization, direction, and control of quality-related activities associated with the delivery and performance of products and services.

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

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

11.1 FOOD INSPECTION RESOURCES

The Contractor's Food Service employees shall receive periodic refresher training and a medical records review of new employees. The Contractor's food service employees shall be medically cleared prior to returning to work after receiving medical care.

11.2 STANDARD OPERATING PROCEDURES (SOP)

11.3 MEDICAL EVALUATION OF FOOD SERVICE EMPLOYEES

The Contractor's Food Service personnel who seek medical treatment must be medically cleared up prior to returning to work. In the event there is a communicable disease, appropriate health recommendations shall be elevated to DOS onsite supervisors and the facility manager.

11.4 REPORTING PLAN

Performance Data System

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

Business Systems

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

The Contractor shall enhance program consistency, transparency, and accountability by maintaining detailed, Government-recognized processes and procedures for all MSG Detachment Cook duties.

These systems should interface and feed information into a program management information system to provide near real-time reporting of performance status through a secure web-based portal/dashboard.

This portal integrates programs, systems, and plans, and consolidates recruiting information, personnel management data, time and labor tracking, cost, and performance data by scheduled value. It should provide a reporting mechanism to produce required deliverables, personnel manning information, and employee performance report status. The Contractor shall collaborate with DOS and identify specific needs from requirements regarding the appropriate structuring and information needed for reporting. Contractor reports are directly related to an approved invoice system and human resource management system.

During performance, Contractor shall document work progress against the schedule. The Contractor shall measure performance against planned tasks weekly and monthly and develop a series of schedule performance metrics. The Contractor shall submit reports via electronic messaging to the COR, followed by hard copies as requested.

12 QUALITY CONTROL PLAN

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

Performance Objective	Scope of Work Paragraph	Performance Threshold
<u>Services.</u> Performs all services set forth in the scope of work.	1 through 10	All required services are performed and no more than three (2) customer complaints are received per month. All required services are 90% % adherence to ServSafe quality standards

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

11.2 STANDARD. The standard for performance is that the Government receives no more than two (2) customer complaints per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

11.3 PROCEDURES

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

ATTACHMENT 1

DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT

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

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

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

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

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

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

Location:

The Contractor shall provide all lunch and dinner services for the Marine Security Guard Residence (MSGR) located at Toom-Kuninga 20A, Tallinn.

Hours of Operation:

Contractor will set its own schedule for preparation and packaging of food to ensure delivery of lunch and dinner meals for (7) Marines.

1. General Requirements

The Contractor shall implement a DOS-approved food services support program to standardize food operations, meet mission requirements, control costs and provide good service to the MSG Detachment. The Contractor's food services approach will

incorporate change management to support an evolving DOS approved business plan to meet situational changes.

Objectives

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

CODE, REGULATIONS, GUIDANCE AND STANDARDS

- FDA Food Code - www.fda.gov/foodcode
 - USDA Grades and Standards - <https://www.ams.usda.gov/grades-standards>
 - CODEX Alimentarius - <http://www.fao.org/fao-who-codexalimentarius/standards/en/>
- Note: The above links are provided as a courtesy. The Government is not responsible for updating the links.

Licensing, Laws, and Regulations

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

2. Specific Requirements

a. Food Service Operations

i. Quantities of Meals

The MSG detachment at US Embassy Tallinn consists of seven Marines, which would require the preparation of 14 meals per day, respectively

ii. Menu

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

Trying to please everyone all the time is labor intensive, expensive, and a near impossible task. But making the small steps will be appreciated.

The Contractor will develop a 20-day menu cycle, offering a variety of food selections for each meal and on a weekly basis, based upon acceptability ratings, availability of food items, and food preparation limitations, as well as cost of operations. The menu shall consist of a variety of quality prepared foods that meet business and industry standards, complying with the current and subsequent revisions of Dietary Guidelines for Americans (www.health.gov) offering menu alternatives that are low in total fat, saturated fat, cholesterol, sodium and sugar; no trans fats; lean meats; low-fat dairy products; a variety of vegetables, fruits and grain products; and vegetarian selections. The quality and appearance of the food shall be consistent with approved food service industry standards for comparable “business and industry” dining facilities.

The menu should incorporate local/regional cuisine, American and international dishes. There should be at least one healthy option with each meal. A wide selection of beverages, hot and cold and appropriate to the meal, should be available. Full use of leftovers can also extend the selection if items are stored and labeled in accordance with food safety standards.

Special meals (e.g. Mexican night, Italian supper, Asian stir-fry luncheon) are also possible introductions. A suitable selection for any identified vegetarian diners shall be on the menu daily as well.

1. Menu Planning

The Contractor shall establish 20-day menus that reflect meals variety consistent with the varied cultural, religious, and health dietary requirements of the MSGs. Adjust menus accordingly for those months that have more than 20 weekdays.

Menu items shall be fresh, prepared onsite, healthy, modern and authentic to the maximum extent practicable.

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

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

2. Menu Adjustments

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

iii. Concept of Operations

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

Food is a “high risk” area. It can negatively affect health, adversely affect morale, be impacted by political and economic events, and be a source for fraud, waste and abuse. The planning and resourcing that will go into this effort cannot be changed quickly. Overseas, the options are severely limited, and resources are few. The contractor shall provide an approach that measures performance and capitalizes on success while planning to mitigate such risk factors.

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

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

iv. Establishment of Facilities

The Contractor shall establish food service operations located within its own facilities.

The Contractor should make an attempt where practical to recycle plastics, glass, and paper at its facilities. Contractor should, when feasible make an attempt to re-use food containers to minimize plastic waste.

v. Standards of Service

Contractor shall maintain a standard of service equal to our better than quality commercial food service operations found on university campuses, finer hotels and resorts.

1. Preparation

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

2. Presentation

Food will not only be delicious, but well presented.

Contractor shall use fresh ingredients to the maximum extent possible and use varying colors and arrangement that are pleasing to the eye.

3. Green Program and Waste Minimization

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

The Contractor will participate in “Sustainability Programs” that may include: disposable bulk purchasing program, organic food products, organic or environmentally friendly cleaning products, reusable items, marketing programs, minimizing waste stream, energy and water saving programs (equipment, food preparation, etc.) and other “green” programs that will benefit the patrons, the workers, DOS and the host nation.

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

4. Customer Service

The Contractor’s food service worker(s) will be knowledgeable, provide excellent customer service, be pleasant, and achieve compliance with U.S. food worker health standards. Staff shall greet customers with a smile and appropriate greeting. Staff shall be polite and address all customers with respect. Staff shall look to assist guests to the maximum extent practical.

5. Food Handling and Safety

Food standards will be in accordance with the World Trade Organization recognized Codex Alimentarius. The Codex Alimentarius is an international

reference point for the resolution of disputes concerning food safety and consumer protection.

General Standards – Safety

As part of the Program Management Plan, the Contractor shall establish a Food Service Safety Program. The Contractor's Food Service workers will employ appropriate safety gear in the course of their work. The Contractor's Safety Program shall include documented training and refresher courses for all personnel, evidence of which will be provided to the Government upon request. Language accommodation for LNs may be required. The Contractor shall investigate, and record events involving personal injury or significant damage to DOS facilities and report these events to the COR. To prevent future incidents, the Contractor will verify Safety Program reports are part of Program and Quality Assurance (QA) reviews.

6. Food Worker Health, Sanitation, and Hygiene

FDA and USDA Service Guidelines

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

Health and Sanitation Inspections

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

Food Service Management

The Contractor will train food service management and service staff in National Restaurant Association ServSafe food handling procedures.

Food-Handling Awareness

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

Fit for Duty

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

Health Certifications

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

vi. Food Service Management System and Controls

Food Service Management System

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

Access Control

All Contractor staff that will conduct food deliveries and empty container / uneaten food takeaways will need to be cleared through the US Embassy Regional Security office prior to having access to the MSGR.

Fraud, Waste, and Abuse

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

b. Food Provisioning and Storage

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

i. Food Quality Standards

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

ii. U.S. and Familiar Brands

Patrons are American citizens that associate certain name brand products to high quality. Local products may be submitted, with approval for "equal".

iii. Supply Chain Management

Best Value

Sources should be procured wherever possible to ensure highest quality and best value.

Supply Rotation

All products in storage shall be dated and rotated for first-in, first-out distribution. Supplies required include:
Food (perishable and non-perishable).
The Contractor will maintain a minimum of 30-day supply of frozen, canned, and/or dry foods at all times.

Emergency Food Supply Plan

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

Prevent Spoilage

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

i. Supplies, Utensils, Dishware and Consumables

The Contractor is responsible for all supplies to conduct food service operations in its own facility to include the purchase of food and individual packing containers to deliver a final product to the MSGR

ATTACHMENT 2
GOVERNMENT FURNISHED PROPERTY

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

NONE

SECTION 2 - CONTRACT CLAUSES

52.212-4 TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES.

Terms and Conditions—Commercial Products and Commercial Services (Deviation JAN 2026)

(a) *Definitions.* The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its

fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

- (1) Notify the Contracting Officer in writing as soon as possible;
- (2) Remedy the delay as quickly as possible; and
- (3) Notify the Contracting Officer when the occurrence is over.

(g) *Invoice.* The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment—*

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR part 1315.

(3) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable;

(D) Contractor point of contact; and

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by FAR part 33 if–

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered under this contract are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *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; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services;
- (2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) Other contract clauses incorporated in the solicitation or contract;
- (4) Addenda to this solicitation or contract;
- (5) Solicitation provisions incorporated in the solicitation;
- (6) Other paragraphs of this clause;
- (7) Other documents, exhibits, and attachments; and
- (8) The specification.

(s) *Unauthorized obligations.*

- (1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA),

Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) *Comptroller General examination of record.* This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(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 part 4, longer period required by statute, or periods specified in 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 clause 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.

Number	Title	Source
52.203-6 with Alt I	[Reserved]	Statute
52.203-13	[Reserved]	Statute
52.203-17	[Reserved]	Statute
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	Statute
52.204-9	Personal Identity Verification of Contractor Personnel	Other
52.204-13	System for Award Management—Maintenance	Statute
52.204-91	[Reserved]	Other
52.209-6	[Reserved]	Statute
52.209-9	[Reserved]	Statute
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	Statute
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	Statute
52.219-6	[Reserved]	Statute

Number	Title	Source
52.219-6 with Alt I	[Reserved]	Statute
52.219-8	[Reserved]	Statute
52.219-9	[Reserved]	Statute
52.219-9 with Alt I	[Reserved]	Statute
52.219-9 with Alt II	[Reserved]	Statute
52.219-9 with Alt III	[Reserved]	Statute
52.219-9 with Alt IV	[Reserved]	Statute
52.219-14	[Reserved]	Statute
52.219-16	[Reserved]	Statute
52.219-33	[Reserved]	Statute

Number	Title	Source
52.222-3	[Reserved]	EO
52.222-19	[Reserved]	EO
52.222-35	[Reserved]	Statute
52.222-35 with Alt I	[Reserved]	Statute
52.222-36	[Reserved]	Statute
52.222-36 with Alt I	[Reserved]	Statute
52.222-37	[Reserved]	Statute
52.222-40	[Reserved]	EO
52.222-41	[Reserved]	Statute
52.222-42	[Reserved]	Statute
52.222-43	[Reserved]	Statute

Number	Title	Source
52.222-44	[Reserved]	Statute
52.222-50	Combating Trafficking in Persons	Statute
52.222-50 with Alt I	Combating Trafficking in Persons, with its Alternate I	Statute
52.222-51	[Reserved]	Other
52.222-53	[Reserved]	Other
52.222-54	[Reserved]	EO
52.222-62	[Reserved]	EO
52.222-90	[Reserved]	EO
52.223-9	[Reserved]	Statute
52.223-9 with Alt I	[Reserved]	Statute

Number	Title	Source
52.223-11	[Reserved]	Statute
52.223-12	[Reserved]	Statute
52.223-20	[Reserved]	Statute
52.223-21	[Reserved]	Statute
52.223-23	[Reserved]	Statute
52.224-3	[Reserved]	Statute
52.224-3 with Alt I	[Reserved]	Statute
52.225-1	[Reserved]	Statute
52.225-1 with Alt I	[Reserved]	Statute
52.225-3	[Reserved]	Statute
52.225-3 with Alt II	[Reserved]	Statute

Number	Title	Source
52.225-3 with Alt III	[Reserved]	Statute
52.225-3 with Alt IV	[Reserved]	Statute
52.225-5	[Reserved]	Statute
52.225-19	[Reserved]	Other
52.225-26	[Reserved]	Statute
52.226-4	[Reserved]	Statute
52.226-5	[Reserved]	Statute
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	EO
52.229-12	[Reserved]	Statute
52.232-29	Terms for Financing of Commercial Products and Commercial Services	Statute

Number	Title	Source
52.232-30	[Reserved]	Statute
52.232-33	Payment by Electronic Funds Transfer—System for Award Management	Statute
52.232-34	[Reserved]	Statute
52.232-36	[Reserved]	Statute
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Statute
52.232-9X	[Reserved]	Statute
52.233-3	Protest After Award	Statute
52.233-4	Applicable Law for Breach of Contract Claim	Statute
52.240-91	[Reserved]	Statute
52.240-91 with Alt I	[Reserved]	Statute
52.240-92	[Reserved]	Other

Number	Title	Source
52.240-92 with Alt II	[Reserved]	Other
52.240-93	Basic Safeguarding of Covered Contractor Information Systems	Statute
52.244-6	Subcontracts for Commercial Products and Commercial Services	Statute
52.247-64	[Reserved]	Statute
52.247-64 with Alt I	[Reserved]	Statute
52.247-64 with Alt II	[Reserved]	Statute

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Go to the internet at:

<https://www.acquisition.gov/browse/index/far>

For the most recent version of the FAR please see:

<https://www.acquisition.gov/far-overhaul/far-part-deviation-guide>

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

THE FOLLOWING FAR CLAUSE(S) IS/ARE PROVIDED IN FULL TEXT:

52.216-18 [Reserved]

52.216-19 [Reserved]

52.216-22 [Reserved]

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

52.217-9 [RESERVED]

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

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

(End of clause)

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

652.204-70 [Reserved]

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

652.215-70 EXAMINATION OF RECORDS

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

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

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

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

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

652.216-70 [Reserved]

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not

itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
 - (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
 - (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
 - (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
 - (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
 - (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.
- (b) Under Section 8(a), the following types of activities are not forbidden “compliance with the boycott,” and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:
- (1) Complying or agreeing to comply with requirements:
 - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

- (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
- (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
- (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
- (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
- (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
- (6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

(End of clause)

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

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

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

(End of clause)

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

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

(b) Invoice Submission. The Contractor shall submit invoices in an original to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(b)(1) (DEVIATION SEP 2025)

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

Billing Address:

AMERICAN EMBASSY TALLINN
ATTN: B&F
Kentmanni 20
Tallinn, 15099
Estonia
Reg code. BB000011

Kindly send the invoice electronically by e-mail to TallinnInvoices@state.gov

No advance payments will be made. Payment term should be 30 days after receipt of goods or services.

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

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652.236-70 [Reserved]

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE
LEAVE (FEB 2015)

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

- New Year's Day
- Martin Luther King's Birthday
- Washington's Birthday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

Local holidays are:

- New Year's Day
- Independence Day
- Good Friday
- Easter Sunday
- May Day
- Whitsunday/Pentecost
- Victory Day
- Midsummer Day
- Day of Restoration of Independence
- Christmas Eve
- Christmas Day
- Boxing Day

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

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

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

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

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

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

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

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

(End of clause)

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

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

(b) The COR for this contract is **TBD**

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

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

(End of clause)

652.243-70 NOTICES (AUG 1999)

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

SECTION 3 – SOLICITATION PROVISIONS

52.212-1 Instructions to Offerors—Commercial Products and Commercial Services

INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION JAN 2026)

(a) 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. As a minimum, offers shall include—

- (1) The solicitation number;
- (2) The name, address, telephone number of the Offeror;
- (3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;
- (4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;
- (5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and
- (6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) Period for acceptance of offers. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

- (1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.
- (2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. 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) 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.

- (4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) 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. However, the Government reserves the right to conduct discussions, if 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.

(e) Debriefings. If a post award debriefing is given to requesting Offerors, the Government will 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 Offeror 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 products, the make and model of the product to be delivered by the successful Offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

ADDENDUM TO 52.212-1

Summary of Instructions.

Each offer must consist of the following:

1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.
2. Information demonstrating the offeror's/quoter's ability to perform, including:
 - a. Name of a Project Manager (or other liaison to the U.S. Embassy/Consulate) who understands written and spoken English;
 - b. Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing in Estonia. This shall be in the form of business registry outtake.

- c. The offeror shall provide proof of SAM registration to include the SAM UEI number
3. List of clients over the past ____2____ years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone number and email addresses). If the offeror has not performed comparable services in Estonia, then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offerors:
- Quality of services provided under the contract;
 - Compliance with contract terms and conditions;
 - Effectiveness of management;
 - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
 - Business integrity / business conduct.
- The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.
4. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work; This may be in the form of an annual fiscal report
5. If providing this service requires special license or permit, then the offeror shall address its plan to obtain all licenses and permits required by local law. If offeror already possesses the locally required licenses and permits, a copy shall be provided.
6. [Reserved]

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

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)
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This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed

provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/browse/index/far> _____

<https://www.acquisition.gov/far-overhaul> _____

(End of provision)

Number	Title	Source
52.203-11	[Reserved]	Statute
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	Statute
52.204-7	System for Award Management—Registration	Statute
52.204-7 with Alt I	System for Award Management—Registration, with Alternate I	Statute
52.204-90	[Reserved]	Statute
52.207-6	[Reserved]	Statute
52.209-12	[Reserved]	Statute

Number	Title	Source
52.219-2	[Reserved]	Statute
52.222-18	[Reserved]	E.O.
52.222-48	[Reserved]	Other
52.222-52	[Reserved]	Other
52.222-56	[Reserved]	Statute
52.223-4	[Reserved]	Statute
52.225-2	[Reserved]	Statute
52.225-4	[Reserved]	Statute
52.225-6	[Reserved]	Statute
52.225-20	[Reserved]	Statute
52.225-25	[Reserved]	Statute

Number	Title	Source
52.226-3	[Reserved]	Statute
52.229-11	[Reserved]	Statute
52.240-90	Security Prohibitions and Exclusions Representations and Certifications	Statute

52.237-1 SITE VISIT (APR 1984)

The site visit will be held on September 8, 2026, at Toom-Kuninga 20a. Prospective offerors/quoters should contact TallinnGSOProcurement@state.gov for additional information or to arrange entry to the building.

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

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

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

(1) For solicitations issued by the Office of Acquisition Management (A/GA) or a Regional Procurement Support Office, the A/GA

(2) Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

(3) For all others, the Department of State Advocate for Competition at cat@state.gov.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of

concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, [insert name], at [insert telephone and fax numbers]. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of Global Acquisitions (A/GA), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

SECTION 4 – EVALUATION FACTORS

52.212-2 Evaluation—Commercial Products and Commercial Services

EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES
(DEVIATION JAN 2026)

(a) Evaluation factors.

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 will be used to evaluate offers:

- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ to include the technical information required by Section 3.
- Adequate financial resources or the ability to obtain them;
- Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- Satisfactory record of integrity and business ethics;
- Necessary organization, experience, and skills or the ability to obtain them;
- Necessary equipment and facilities or the ability to obtain them; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- Pricing - The Government reserves the right to reject proposals that are unreasonably low or high in price.

(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. The evaluation of options does not obligate the Government to exercise the option(s).

(c) Notice of award.

A written notice of award or acceptance of an offer 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)

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

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

52.217-5 [Reserved]

52.225-17 [Reserved]

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.225-4 [Reserved]

52.229-11 [Reserved]

52.229-12 [Reserved]

ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

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

652.225-70 [Reserved]

ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

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

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

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

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

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