



EMBASSY OF THE  
UNITED STATES OF AMERICA

P.O. BOX 606 - 00621, VILLAGE MARKET  
NAIROBI, KENYA

*Date: May 06, 2020*

Dear *Prospective Quoter*,

Subject: Request for Quotations number 19KE5020Q0001

Enclosed is a Request for Quotations (RFQ) for mobile telephone services. If you would like to submit a quotation, follow the instructions in Section 4 of the solicitation, complete the required portions of the attached document, and submit the packet as explained below.

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

- SF-1449 (blocks 17, 24 and 30). Block 24 should list the total value of the quote for the base year and the option year.
- Section 1, The Schedule
- Section 5, Representations and Certifications
- Additional Information as required in Section 4.

Your proposal must be submitted in two separate sealed envelopes as follows;

Title

1. RFQ. **FINANCIAL PROPOSAL**: This entails the price quotation indicating unit and total prices before VAT (*Must have the Company Letter Head or Company Stamp/ Seal including your quotation Reference Number*).
2. RFQ. **TECHNICAL PROPOSAL** (*Must not have your Letter Head or Company Stamp/Seal i.e. it should be on plain paper*). Your quotation reference number is required on this which matches the price proposal number)

This must be submitted on or before **Monday, June 08, 2020. 10.00am East African Time**. No quotations will be accepted after this time and only hard-copy documents will be accepted. The Financial Proposal and the Technical Proposal must be separate. Deliver one original and 2 copies of all submissions to the U.S. Embassy- Nairobi, UN Avenue, Gigiri at the Truck Transfer Area next to CAC 2.

The U.S. Government intends to award a contract/purchase order to the responsible company submitting a technically acceptable quotation 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.

All contractors must be registered in the SAM (System for Award Management) Database <https://beta.sam.gov/> prior to contract award pursuant to FAR provision 52.204-7. Therefore, prospective offerors should register prior to the submittal of quotations/proposals. Please note that Kenya is not a danger pay post.

The guidelines for registration in SAM are also available at: <https://www.sam.gov/SAM/>

The Embassy intends to conduct a *Virtual Pre-quotation conference* and all prospective quoters who have downloaded the solicitation package are invited to participate. See Section 3 (Solicitation Provisions) of the attached Request for Quotations (RFQ).

The virtual pre-proposal conference has been scheduled for *May 20, 2020, at 11:00am*.

Direct any questions regarding this solicitation in writing to the, Contracting Officer, questions must be written in English and may be sent to Lance Posey by email: [NairobiGSO-Contracts@state.gov](mailto:NairobiGSO-Contracts@state.gov). Kindly reference the solicitation number for all communications.

Sincerely,

Lance Posey,  
Contracting Officer

**Enclosures**

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER PR8873715	PAGE 1 OF 1 of # 83	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER 19KE5020Q0001	6. SOLICITATION ISSUE DATE May 06, 2020		
7. FOR SOLICITATION INFORMATION CALL: 		a. NAME Lance Posey, Contracting Officer	b. TELEPHONE NUMBER(No collect calls) 020-363-06000	8. OFFER DUE DATE/ June 08 ,2020 LOCAL TIME 10 am		
9. ISSUED BY U. S. Embassy Nairobi, Kenya P.O. Box 606-00621, Village Market		10. THIS <input checked="" type="checkbox"/> SET ASIDE: <input type="checkbox"/> SMALL <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE <input type="checkbox"/> (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED <input type="checkbox"/> SERVICE-DISABLED <input type="checkbox"/> EDWOSB <input type="checkbox"/> VETERAN-OWNED <input type="checkbox"/> 8 (A) SIZE STANDARD:				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER	13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO U. S. Embassy Nairobi, Kenya ,	CODE	16. ADMINISTERED BY Lance Posey , Contracting Officer		CODE		
17a. Contractor/Offeror	COD E	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Financial Management Officer United States Embassy Attn: Financial Management Officer P.O. Box 606, Village Market 00621 Nairobi, KENYA			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTIT	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Cellphone voice and data services "See attached"					
<i>(Use Reverse and/or Attach Additional Sheets as</i>						
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a.SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT		
<input checked="" type="checkbox"/> 27b.CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT		
X 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>3</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR			
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 Lance Posey		31c. DATE SIGNED		

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## TABLE OF CONTENTS

### Section 1 - The Schedule

- SF 18 or SF 1449 cover sheet
- Continuation To SF-1449, RFQ Number *19KE5020Q0001*, Prices, Block 23
- Continuation To SF-1449, RFQ Number *19KE5020Q0001*., Schedule Of Supplies/Services, Block 20 Description/Specifications/Work Statement
- Attachment 1 to Description/Specifications/Performance Work Statement, Government Furnished Property

### Section 2 - Contract Clauses

- Contract Clauses
- Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

### Section 3 - Solicitation Provisions

- Solicitation Provisions
- Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12

### Section 4 - Evaluation Factors

- Evaluation Factors
- Addendum to Evaluation Factors - FAR and DOSAR Provisions not Prescribed in Part 12

### Section 5 - Representations and Certifications

- Representations and Certifications
- Addendum to Offeror Representations and Certifications - FAR and DOSAR Provisions not Prescribed in Part 12

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449  
RFQ NUMBER - **19KE5020Q0001**,  
PRICES, BLOCK 23

SECTION 1 - THE SCHEDULE

MONTHLY SUBSCRIPTION PLAN

1. SCOPE OF CONTRACT

The Contractor shall provide mobile telephone services to the Embassy of the United States of America in *Nairobi*. The prices listed below shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The Government will pay the Contractor on a monthly basis for Standard Services that have been satisfactorily performed.

The Contractor must ensure that 4G/LTE mobile service is the priority service whenever available with the capacity for growth into the 5G network.

Any telephone numbers activated under this task order cannot be ported or transferred to any external organization or entity outside the U.S. Government for a minimum of 12 months from date of cancellation of service. Wherever 4G/LTE mobile telephone services are not available, the Contractor must support 3G and 2G/EDGE mobile service.

The Contractor must ensure that the connection through its network is of the highest quality possible and must be uninterrupted, clear and with no static. Network problems must be remedied immediately, and the COR must be immediately informed of any problems, and their resolution. The Contractor must display network coverages within the top largest cities/towns in Kenya.

This contract will capture the utilization of U.S. Mission Kenya mobile services that include estimated consumption of 33 Terabytes of data, 4.1 million mobile minutes, and 510,000 SMS messages.

The Contractor must ensure that Temporary Additional Services (TAS) are provided. TAS are defined as rental on a daily basis of cell phones with SIM cards. These services shall support special events at the U.S Embassy. The Contractor shall provide TAS in addition to the Standard Services specified in this contract. The Contracting Officer shall order TAS on an as needed basis. This work shall not be subcontracted. The Contracting Officer may require the Contractor to provide TAS within a 24-hour advance notice.

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

II. PERIOD OF PERFORMANCE

The contract will be for a one-year period from the date of the contract award, with *two (2) One-year options* to renew.

### III. PRICING

The pricing table below presents only indicative usage, and its purpose is to provide a contractual pricing structure for the various services.

The service packages below (line items 2 to 11) shall be used to cap usage for respective users. However, the service provider shall bill using the pricing below based on actual usage for services rendered each month.

**Standard Services - Base Year of Service** - Estimated Quantities (The Base Year of the contract starts on the date of the contract award and continues for a period of 12 months.)

Description	Estimated Qty	Unit	Unit Price	Total Price (Estimated Qty x Unit Price)
1. Activation Fee (SIM card fee)*	300	activation price per SIM card		
<b>A. SUB-TOTAL</b>				
<b>CALLS WITHIN KENYA</b>				
Description	Estimated Monthly Qty (Users)	Unit	Unit Price	Total Yearly Price (Estimated Monthly Qty x unit price x 12 months)
2. Service Rate Subscription Plan: Fixed Rate - Billed Monthly-(Minimum 3,000 Mins; 400 SMSs; 5GB)	400 Users	monthly fixed rate per user		
3. Service Rate Subscription Plan: Fixed Rate - Billed Monthly (minimum 5,000 Mins; 600 SMSs; 10GB)	200 Users	monthly fixed rate per user		
4. Service Rate Subscription Plan: Fixed Rate - Billed Monthly minimum (6,000 Mins; 700 SMSs; 15GB)	100 Users	monthly fixed rate per user		
5. Service Rate Subscription Plan: Fixed Rate - Billed Monthly minimum (7,000 Mins; 800 SMSs; 30GB)	100 Users	monthly fixed rate per user		
6. Service Rate Subscription Plan: Fixed Rate - Billed Monthly minimum (1,500 Mins; 200 SMSs)	200 Users	monthly fixed rate per user		

7. Service Rate Subscription Plan: Fixed Rate - Billed Monthly minimum (3,000 Mins; 400 SMSs)	<i>100 Users</i>	monthly fixed rate per user		
8. Service Rate Subscription Plan: Fixed Rate - Billed Monthly minimum (5GB)	<i>20 Users</i>	monthly fixed rate per user		
9. Service Rate Subscription Plan: Fixed Rate - Billed Monthly minimum (15GB)	<i>30 Users</i>	monthly fixed rate per user		
10. Service Rate Subscription Plan: Fixed Rate - Billed Monthly minimum (30GB)	<i>30 Users</i>	monthly fixed rate per user		
11. Service Rate Subscription Plan: Fixed Rate - Billed Monthly minimum (50GB)	<i>20 Users</i>	monthly fixed rate per user		
<b>B. SUB-TOTAL</b>				
<b>MINUTES/DATA OUTSIDE OF KENYA PLAN</b>				
<b>Description</b>	<b>Estimated Usage per Year</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Yearly Price (Estimated Usage per year x Unit Price)</b>
12. Service Rate Cost of Voice minutes: Fixed Rate - Billed per minute after exhausting subscriber plan	<i>28,800</i>	minutes		
13. Service Rate Cost of Data per Megabyte: Fixed Rate - Billed per minute after exhausting subscriber plan	<i>4,000</i>	MB		
<b>C. SUB-TOTAL</b>				

**INTERNATIONAL CALLS FROM WITHIN KENYA**

<b>Country/Region</b>	<b>Estimated Yearly Qty (Minutes)</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Yearly Price (Estimated Yearly Qty x Unit Price)</b>
14. USA/CANADA	<i>46,800 minutes</i>	fixed rate per minute		
15. EUROPE (Germany, UK, Switzerland, France)	<i>19,500 minutes</i>	fixed rate per minute		
16.. East Africa (Tanzania, Uganda, Rwanda, Burundi, Djibouti, South Sudan, Madagascar, Ethiopia, Seychelles)	<i>24,700 Minutes</i>	fixed rate per minute		
17. SOMALIA	<i>18,200 Minutes</i>	fixed rate per minute		
18. UAE	<i>6,500 Minutes</i>	fixed rate per minute		
19. SOUTH AMERICA AND CARIBBEAN	<i>1,300 Minutes</i>	fixed rate per minute		
20. SOUTHERN AFRICA (S.Africa, Angola)	<i>3,900 Minutes</i>	fixed rate per minute		

21. WEST AFRICA (Nigeria, Ghana)	<b>3,900 Minutes</b>	fixed rate per minute		
22. Other Areas	<b>5,200 Minutes</b>	fixed rate per minute		
<b>D. SUB-TOTAL</b>				

**INTERNATIONAL ROAMING CHARGES**

<b>Country/Region</b>	<b>Estimated Usage per Year</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Yearly Price (Estimated Usage per Year x Unit Price)</b>
23. USA/CANADA	5,200	Minutes		
	320	SMS		
	60,000	MB		
24. EUROPE (Germany, UK, Switzerland, France)	780	Minutes		
	48	SMS		
	9,000	MB		
25. East Africa (Tanzania, Uganda, Rwanda, Burundi, Djibouti, Madagascar, Ethiopia, Seychelles)	2,210	Minutes		
	136	SMS		
	25,500	MB		
26. SOMALIA	1,950	Minutes		
	120	SMS		
	22,500	MB		
27. SOUTHERN AFRICA (S.Africa, Angola)	520	Minutes		
	32	SMS		
	6,000	MB		
28. WEST AFRICA (Nigeria, Ghana)	260	Minutes		
	16	SMS		
	3,000	MB		
29. Other Areas	1950	Minutes		
	120	SMS		
	22500	MB		
<b>E. SUB-TOTAL</b>				

<b>E. SUB-TOTAL</b>		
<b>Base Year Grand Total for Standard Services</b>	Add Subtotals A+B+C+D+E=	Base Year Grand Total



**III. B. Temporary Additional Services - Base Year of Service**

Description	Estimated Number of Phones Needed Per Year for one month rental	Unit	Unit Price (price for one month rental )	Total Yearly Price (Estimate Number of Phones x Unit Price)
1. Rental of Cellphone with SIM Card	200	phone		
<b>Base Year Grand Total for Temporary Additional Services</b>				
Base Year Grand Total for Standard Services				
Base Year Grand Total for Temporary Additional Services				
<b>Base Year Grand Total for All Services</b>				

**BASE YEAR VALUE ADDED TAX (VAT)**

Value Added Tax (VAT) for Standard Services	
Value Added Tax (VAT) for Temporary Additional Services	
<b>Grand total for VAT</b>	

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

**Standard Services - Option Year 1 of Service** - Estimated Quantities (The Option Year 1 of the contract starts 12 months after the date of the contract award and continues for a period of 12 months.)

Description	Estimated Qty	Unit	Unit Price	Total Price (Estimated Qty x Unit Price)
1. Activation Fee (SIM card fee)*	<i>300</i>	activation price per SIM card		
<b>A. SUB-TOTAL</b>				
<b>CALLS WITHIN KENYA</b>				
Description	Estimated Monthly Qty (Users)	Unit	Unit Price	Total Yearly Price (Estimated Monthly Qty x unit price x 12 months)
2. Service Rate Subscription Plan: Fixed Rate - Billed Monthly-(Minimum 3,000 Mins; 400 SMSs; 5GB)	<i>400 Users</i>	monthly fixed rate per user		
3. Service Rate Subscription Plan: Fixed Rate - Billed Monthly (minimum 5,000 Mins; 600 SMSs; 10GB)	<i>200 Users</i>	monthly fixed rate per user		
4. Service Rate Subscription Plan: Fixed Rate - Billed Monthly minimum (6,000 Mins; 700 SMSs; 15GB)	<i>100 Users</i>	monthly fixed rate per user		
5. Service Rate Subscription Plan: Fixed Rate - Billed Monthly minimum (7,000 Mins; 800 SMSs; 30GB)	<i>100 Users</i>	monthly fixed rate per user		
6. Service Rate Subscription Plan: Fixed Rate - Billed Monthly minimum (1,500 Mins; 200 SMSs)	<i>200 Users</i>	monthly fixed rate per user		
7. Service Rate Subscription Plan: Fixed Rate - Billed Monthly minimum (3,000 Mins; 400 SMSs)	<i>100 Users</i>	monthly fixed rate per user		
8. Service Rate Subscription Plan: Fixed Rate - Billed Monthly minimum (5GB)	<i>20 Users</i>	monthly fixed rate per user		

9. Service Rate Subscription Plan: Fixed Rate - Billed Monthly minimum (15GB)	<i>30 Users</i>	monthly fixed rate per user		
10. Service Rate Subscription Plan: Fixed Rate - Billed Monthly minimum (30GB)	<i>30 Users</i>	monthly fixed rate per user		
11. Service Rate Subscription Plan: Fixed Rate - Billed Monthly minimum (50GB)	<i>20 Users</i>	monthly fixed rate per user		
<b>B. SUB-TOTAL</b>				
<b>MINUTES/DATA OUTSIDE OF KENYA PLAN</b>				
<b>Description</b>	<b>Estimated Usage per Year (Minutes)</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Yearly Price (Estimated Usage per year x Unit Price)</b>
12. Service Rate Cost of Voice minutes: Fixed Rate - Billed per minute after exhausting subscriber plan	<i>28,800</i>	minutes		
13. Service Rate Cost of Data per Megabyte: Fixed Rate - Billed per minute after exhausting subscriber plan	<i>4,000</i>	MB		
<b>C. SUB-TOTAL</b>				
<b>INTERNATIONAL CALLS FROM WITHIN KENYA</b>				

<b>Country/Region</b>	<b>Estimated Yearly Qty (Minutes)</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Yearly Price (Estimated Yearly Qty x Unit Price)</b>
14. USA/CANADA	<i>46,800 minutes</i>	fixed rate per minute		
15. EUROPE (Germany, UK, Switzerland, France)	<i>19,500 minutes</i>	fixed rate per minute		
16.. East Africa (Tanzania, Uganda, Rwanda, Burundi, Djibouti, South Sudan, Madagascar, Ethiopia, Seychelles)	<i>24,700 Minutes</i>	fixed rate per minute		
17. SOMALIA	<i>18,200 Minutes</i>	fixed rate per minute		
18. UAE	<i>6,500 Minutes</i>	fixed rate per minute		
19. SOUTH AMERICA AND CARIBBEAN	<i>1,300 Minutes</i>	fixed rate per minute		
20. SOUTHERN AFRICA (S.Africa, Angola)	<i>3,900 Minutes</i>	fixed rate per minute		
21. WEST AFRICA (Nigeria, Ghana)	<i>3,900 Minutes</i>	fixed rate per minute		
22. Other Areas	<i>5,200 Minutes</i>	fixed rate per minute		
<b>D. SUB-TOTAL</b>				

**INTERNATIONAL ROAMING CHARGES**

<b>Country/Region</b>	<b>Estimated Usage per Year</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Yearly Price (Estimated Usage per Year x Unit Price)</b>
23. USA/CANADA	5,200	Minutes		
	320	SMS		
	60,000	MB		
24. EUROPE (Germany, UK, Switzerland, France)	780	Minutes		
	48	SMS		
	9,000	MB		
25. East Africa (Tanzania, Uganda, Rwanda, Burundi, Djibouti, Madagascar, Ethiopia, Seychelles)	2,210	Minutes		
	136	SMS		
	25,500	MB		
26. SOMALIA	1,950	Minutes		
	120	SMS		
	22,500	MB		
27. SOUTHERN AFRICA (S.Africa, Angola)	520	Minutes		
	32	SMS		
	6,000	MB		
28. WEST AFRICA (Nigeria, Ghana)	260	Minutes		
	16	SMS		
	3,000	MB		
29. Other Areas	1950	Minutes		
	120	SMS		
	22500	MB		

**E. SUB-TOTAL**

<b>Option Year 1 Grand Total for Standard Services</b>	Add Subtotals A+B+C+D+E= Base Year Grand Total
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**III. B. Temporary Additional Services - Option Year 1 of Service**

Description	Estimated Number of Phones Needed Per Year for one month rental	Unit	Unit Price (price for one month rental )	Total Yearly Price (Estimate Number of Phones x Unit Price)
1. Rental of Cellphone with SIM Card	200	phone		
<b>Option Year 1 Grand Total for Temporary Additional Services</b>				
Option Year 1 Grand Total for Standard Services				
Option Year 1 Grand Total for Temporary Additional Services				
<b>Option Year 1 Grand Total for All Services</b>				

**OPTION YEAR 1 VALUE ADDED TAX (VAT)**

Value Added Tax (VAT) for Standard Services	
Value Added Tax (VAT) for Temporary Additional Services	
<b>Grand total for VAT</b>	

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

**Standard Services - Option Year 2 of Service** - Estimated Quantities (The Option Year 2 of the contract starts 24 months after the date of the contract award and continues for a period of 12 months.)

Description	Estimated Qty	Unit	Unit Price	Total Price (Estimated Qty x Unit Price)
1. Activation Fee (SIM card fee) *	<i>300</i>	activation price per SIM card		
<b>A. SUB-TOTAL</b>				
<b>CALLS WITHIN KENYA</b>				
Description	Estimated Monthly Qty (Users)	Unit	Unit Price	Total Yearly Price (Estimated Monthly Qty x unit price x 12 months)
2. Service Rate Subscription Plan: Fixed Rate - Billed Monthly-(Minimum 3,000 Mins; 400 SMSs; 5GB)	<i>400 Users</i>	monthly fixed rate per user		
3. Service Rate Subscription Plan: Fixed Rate - Billed Monthly (minimum 5,000 Mins; 600 SMSs; 10GB)	<i>200 Users</i>	monthly fixed rate per user		
4. Service Rate Subscription Plan: Fixed Rate - Billed Monthly minimum (6,000 Mins; 700 SMSs; 15GB)	<i>100 Users</i>	monthly fixed rate per user		
5. Service Rate Subscription Plan: Fixed Rate - Billed Monthly minimum (7,000 Mins; 800 SMSs; 30GB)	<i>100 Users</i>	monthly fixed rate per user		
6. Service Rate Subscription Plan: Fixed Rate - Billed Monthly minimum (1,500 Mins; 200 SMSs)	<i>200 Users</i>	monthly fixed rate per user		
7. Service Rate Subscription Plan: Fixed Rate - Billed Monthly minimum (3,000 Mins; 400 SMSs)	<i>100 Users</i>	monthly fixed rate per user		
8. Service Rate Subscription Plan: Fixed Rate - Billed Monthly minimum (5GB)	<i>20 Users</i>	monthly fixed rate per user		

9. Service Rate Subscription Plan: Fixed Rate - Billed Monthly minimum (15GB)	<i>30 Users</i>	monthly fixed rate per user		
10. Service Rate Subscription Plan: Fixed Rate - Billed Monthly minimum (30GB)	<i>30 Users</i>	monthly fixed rate per user		
11. Service Rate Subscription Plan: Fixed Rate - Billed Monthly minimum (50GB)	<i>20 Users</i>	monthly fixed rate per user		
<b>B. SUB-TOTAL</b>				
<b>MINUTES/DATA OUTSIDE OF KENYA PLAN</b>				
<b>Description</b>	<b>Estimated Usage per Year</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Yearly Price (Estimated Usage per year x Unit Price)</b>
12. Service Rate Cost of Voice minutes: Fixed Rate - Billed per minute after exhausting subscriber plan	<i>28,800</i>	minutes		
13. Service Rate Cost of Data per Megabyte: Fixed Rate - Billed per minute after exhausting subscriber plan	<i>4,000</i>	MB		
<b>C. SUB-TOTAL</b>				
<b>INTERNATIONAL CALLS FROM WITHIN KENYA</b>				

<b>Country/Region</b>	<b>Estimated Yearly Qty (Minutes)</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Yearly Price (Estimated Yearly Qty x Unit Price)</b>
14. USA/CANADA	<i>46,800 minutes</i>	fixed rate per minute		
15. EUROPE (Germany, UK, Switzerland, France)	<i>19,500 minutes</i>	fixed rate per minute		
16.. East Africa (Tanzania, Uganda, Rwanda, Burundi, Djibouti, South Sudan, Madagascar, Ethiopia, Seychelles)	<i>24,700 Minutes</i>	fixed rate per minute		
17. SOMALIA	<i>18,200 Minutes</i>	fixed rate per minute		
18. UAE	<i>6,500 Minutes</i>	fixed rate per minute		
19. SOUTH AMERICA AND CARIBBEAN	<i>1,300 Minutes</i>	fixed rate per minute		
20. SOUTHERN AFRICA (S.Africa, Angola)	<i>3,900 Minutes</i>	fixed rate per minute		
21. WEST AFRICA (Nigeria, Ghana)	<i>3,900 Minutes</i>	fixed rate per minute		
22. Other Areas	<i>5,200 Minutes</i>	fixed rate per minute		
<b>D. SUB-TOTAL</b>				

<b>INTERNATIONAL ROAMING CHARGES</b>				
<b>Country/Region</b>	<b>Estimated Usage per Year</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Yearly Price (Estimated Usage per Year x Unit Price)</b>
23. USA/CANADA	5,200	Minutes		
	320	SMS		
	60,000	MB		
24. EUROPE (Germany, UK, Switzerland, France)	780	Minutes		
	48	SMS		
	9,000	MB		
25. East Africa (Tanzania, Uganda, Rwanda, Burundi, Djibouti, Madagascar, Ethiopia, Seychelles)	2,210	Minutes		
	136	SMS		
	25,500	MB		
26. SOMALIA	1,950	Minutes		
	120	SMS		
	22,500	MB		
27. SOUTHERN AFRICA (S.Africa, Angola)	520	Minutes		
	32	SMS		
	6,000	MB		
28. WEST AFRICA (Nigeria, Ghana)	260	Minutes		
	16	SMS		
	3,000	MB		
29. Other Areas	1950	Minutes		
	120	SMS		
	22500	MB		
<b>E. SUB-TOTAL</b>				
<b>Option Year 2 Grand Total for Standard Services</b>	Add Subtotals A+B+C+D+E= Base Year Grand Total			
<b>III. B. Temporary Additional Services - Option Year 2 of Service</b>				

Description	Estimated Number of Phones Needed Per Year for one month rental	Unit	Unit Price (price for one month rental )	Total Yearly Price (Estimate Number of Phones x Unit Price)
1. Rental of Cellphone with SIM Card	200	phone		
<b>Option Year 2 Grand Total for Temporary Additional Services</b>				
Option Year 2 Grand Total for Standard Services				
Option Year 2 Grand Total for Temporary Additional Services				
<b>Option Year 2 Grand Total for All Services</b>				

**OPTION YEAR 2 VALUE ADDED TAX (VAT)**

Value Added Tax (VAT) for Standard Services	
Value Added Tax (VAT) for Temporary Additional Services	
<b>Grand total for VAT</b>	

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

Base Year Total	
Option Year 1 Total	
Option Year 2 Total	
<b>GRAND TOTAL FOR BASE + OPTION YEARS</b>	

During this contract period, the Government shall place orders totaling a minimum of ***\$150***. This reflects the contract minimum for these 12 months of performance. The amount of all orders shall not exceed **1,200 sim cards/11 TB data**. This reflects the contract maximum for 12 months period of performance.

**\* A float of sim cards will be maintained onsite at the US Embassy Information Systems Center (ISC) for which there is expected to be a 'keep active' charge; once each sim card is issued to a user, the 'keep active' charge will be deducted from the usage bill.**

CONTINUATION TO SF-1449  
RFQ NUMBER **19KE5020Q0001**  
INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT  
SCHEDULE OF SERVICES, BLOCK 20

1. PERFORMANCE WORK STATEMENT

This solicitation is for mobile telephone services. The U.S. Embassy is using **1200** lines for official purposes. The Contractor shall provide complete mobile telephones services for the U.S. Embassy of *Nairobi*. Services provided shall include:

Smartphone Mobile Communication Plan

Mobile Phone Voice Service Plan.

Mobile Device Data-Only Plans.

Pre-paid SIM Cards

Calls within Kenya.

International Calls

International Roaming

Mobile Data Services (Internet based content deliveries)

Caller ID

Wireless Application Protocol (WAP)

SMS Messaging

Temporary Additional Services (TAS)

Voice Mail

Rental of Cell-phones, with or without SIM Cards

24-hour Customer Service

Detailed Billing of Calls Made

The Contractor shall ensure that the connection through its network is of the highest quality possible and shall be uninterrupted, clear, and with no static. Network problems shall be remedied immediately, and the COR must be immediately informed of any problems and their resolution.

EQUIPMENT PACKAGE

The basic package shall include, but is not limited to, the following items:

Smartphone Device (excluding ZTE, Huawei and Xiaomi models)

Batteries (at least Li-Ion)

Battery Charger,

Fixed Hands-Free Kit

Personal Hands Free Unit

## 1.01 SMARTPHONE MOBILE COMMUNICATION PLAN

Smartphone Mobile service plans must support a variety of smartphone devices (Iphones, Android phones, Android tablets and iPads;

Voice calls originating in Kenya – minimum of 3000 minutes per subscriber line per month for use in Kenya without incurring any roaming or long-distance charges; Ability to pull unused minutes from previous month and the ability to pre-purchase add-on minutes for users who exhaust the offered corporate packages. Additional per month packages will include: 3000, 5000, and 7000 minutes options. See Pricing Table;

Mobile data (Internet based content deliveries) – minimum of five Gigabytes of data per subscriber line per month for use in Kenya without incurring any roaming charges. Ability to pull unused Megabytes (MBs) from previous month and the ability to pre-purchase add-on Megabytes (MBs) for users who exhaust the offered corporate packages. Additional per month packages will include: 10, 15 and 30 Gigabyte options. See Pricing Table;

International long distance – Ability to make international calls originating in Kenya;

International roaming – Ability to make voice, SMS and mobile data connections for locations outside of Kenya. The Contractor must provide international rates on the contractor's preferred partner networks. Special rate consideration to the countries included in the pricing list;

SMS/MMS messaging – minimum of 400 messages per month while in Kenya to Kenyan mobile numbers. Additional messages per month package will include 600 and 800 SMS;

Caller ID with name display;

Ability to port existing telephone numbers;

Provider's network must support UMTS bands 2 and 5 (850/1900 MHz) and LTE bands 4, 7 and 17 to ensure compatibility with existing equipment;

Voice Mail – Users should have the capability to create voicemail services either in English or Kiswahili;

Ability to send SMS text notifications to end users when voice and/or data usage has reached 75% of the subscribed service plan and again when the end user has reached 100% of the subscribed service plan;

Ability to alert U.S. Mission Kenya Mobile Administrators on users' high consumption and block mobile services when required.

## 1.02 MOBILE PHONE VOICE SERVICE PLAN

Voice calls originating in Kenya – minimum of 1500 minutes per subscriber line per month for use in Kenya without incurring any roaming or long-distance charges; Ability to pull unused minutes from previous month and the ability to pre-purchase add on minutes for users who exhaust the offered corporate packages. Additional per month packages will include 3000 minutes option;

International long distance – Ability to make international calls originating in Kenya.

International roaming – International roaming – Ability to make voice, SMS and mobile data connections for locations outside of Kenya. The Contractor must provide international rates on the contractor's preferred partner networks. Special rate consideration to the countries included in the pricing list.

SMS/MMS messaging – minimum of 200 SMS/MMS messages while in Kenya to Kenyan phones. Additional per month packages will include 400 SMS option;

Caller ID with name display;

Ability to port existing telephone numbers;

Provider's network must support UMTS bands 2 and 5 (850/1900 MHz) and LTE frequencies of 700 MHz and 1700 MHz to ensure compatibility with existing equipment;

Voice Mail -Users should have the capability to create voicemail services either in English or Kiswahili;

Ability to alert U.S. Mission Kenya Mobile Administrators on users' high consumption and block mobile services when required.

## 1.03 MOBILE DEVICE DATA-ONLY PLANS.

Mobile data (Internet based content deliveries) – minimum of five Gigabytes of data per subscriber line per month for use in Kenya without incurring any roaming charges.

Ability to pull unused Megabytes (MBs) from previous month and the ability to pre-purchase add-on Megabytes (MBs) for users who exhaust the offered corporate packages.

Additional per month packages will include: 10, 15, 30, and 50 Gigabyte options. See

Pricing Table;

Ability to alert U.S. Mission Kenya Mobile Administrators on users' high consumption and block mobile services when required services.

#### PRE-PAID SIM CARDS

Ability to provide pre-paid SIM cards on request. Estimated amount of SIM cards is 100. SIM card should remain active for a minimum of 90 days or have the option of extending the active period.

#### 1.04 CALLS WITHIN *KENYA*

The Contractor shall ensure on a 24-hour basis at least 90% local network coverage around *Kenya* with special consideration to all urban areas and main traffic routes.

#### 1.05 INTERNATIONAL CALLS

The Contractor shall ensure on a 24-hour basis international connectivity with the USA, the African Continent, all European countries, and all other worldwide countries that telephone services are available.

#### 1.06 INTERNATIONAL ROAMING

The Contractor shall provide as extensive international roaming connectivity as possible, with the special interest of the Government for roaming within all *world-wide countries* and the USA.

#### 1.07 CALL AND DATA SERVICES MANAGEMENT

The Contractor must provide call and data services and unrestricted access to all data services at the highest speed possible. The Contractor must send automatic notices (most commonly via SMS text messages) to a specific mobile number when the designated plan has reached the 75% data and call usage mark and the 100% data and call usage mark.

#### 1.08 WIRELESS APPLICATION PROTOCOL (WAP)

The Contractor shall provide Internet connection through their network to the Wireless Application Protocol (WAP) Internet sites.

#### 1.09 SMS MESSAGING

The Contractor shall provide access to around the clock SMS messaging.

## 1.10 VOICE MAIL

The Contractor shall provide Voice Mail services in English and Kiswahili Language. A Voice Mail Box shall be prepared for each number separately as per standard practice.

## 1.11 TEMPORARY ADDITIONAL SERVICES (TAS) Rental of cell-phones and mobile data hotspots with SIM Cards

The Contractor shall provide up to **200 cell-phones** (with at least voice/SMS capability) and **10 mobile data hotspots** (with data services capability) for rent within 7 days of notice and, according to Government needs, for official visits. Included with the devices should be a SIM card (if needed), an English Instruction Manual, batteries, and a phone/hotspot device charger. Equipment **cannot** be ZTE, Huawei and Xiaomi models.

## 1.12 CUSTOMER SERVICE

The Contractor shall provide technical support for setting up voice mail, roaming questions, questions on the phone features, number changes, lost or stolen telephone reporting, manufacturer's warranty information, and all other matters concerning the mobile telephone services through the Contractor's Project Manager.

## 1.13 DETAILED BILLING

1.13.1 The Contractor shall provide a monthly breakdown of calls made by individual numbers on an online dashboard that can be readily available electronically. The U.S. Government requires monthly usage reports organized by geographic location, agency code, end user/device, called numbers, time/date of call, duration of call, and price among other package plan utilizations and other detailed billing reports.

1.13.2 The monthly utilization and detailed billing reports shall be available on a vendor online dashboard application.

## 2. INVOICING

The Contractor shall submit monthly invoices .

A proper invoice must include the following information:

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

Invoice Date

Contract Number & Task Order Number

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

A detailed list of all calls made for each line

Prompt payment discount, if any

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

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

The COR will take each summary invoice and furnish the detailed invoice to the appropriate official in each individual Government agency. That agency representative will review the detailed invoice and either approve for payment or advise the COR of the inaccuracies found. It shall be the COR who will interact with the Contractor on any invoice problems.

The Contractor will send all invoices electronically to the following address:

**Financial Management Center**

U.S. Embassy Nairobi.

*Email:* NairobiPayables@state.gov

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

The Government will provide annual proof of a direct exemption of Value Added Tax (VAT); according to host country VAT laws.

3. KEY PERSONNEL

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

POSITION/FUNCTION \_\_\_\_\_ NAME \_\_\_\_\_

Project Manager TBA at the point of Contracting.

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

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

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

#### 4. PERMITS

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

#### 5. GOVERNMENT FURNISHED PROPERTY

5.1 The Government intends to use Government Owned Equipment and Accessories as follows; SIM enabled laptops, iPads and Tablets. The Contractor shall provide a fully functional SIM card, telephone number, and appropriate security codes for all existing Government cell-phones.

5.2 A list of Cell-Phone Types that the Government owns and intends to use with the services provided in this contract:

Iphones and Android phones.

#### 6. ADDITION OF NEW LINES

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

#### 7. NON-OFFICIAL LINES

This Contract is valid only for official Government needs.

#### 8. DISCLOSURE OF INFORMATION

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

## 9. TECHNOLOGICAL REFRESHMENT

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

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

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

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

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

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

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

## 10. SPECIAL SHORT-TERM PROMOTION

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

## 11. DELIVERY ORDERS

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

## 12. TRAINING

The Contractor shall provide, at no additional cost, training to all U.S. Embassy employees who received a mobile phone. Training to be provided will include the proper operation of the equipment purchased and the equipment's operating features. The training will be coordinated with the COR to match the U.S. Embassy work schedule.

## 13. EQUIPMENT RETURN/DEFECTIVE POLICY

If a telephone is defective or is being returned, the telephone will be exchanged within   10   business days.

## 14. CUSTOMER SERVICE CENTERS

The Contractor is to provide a 24-7 customer support hotline telephone number for the purpose of reporting equipment problems and malfunctions, billing inquiries, and customer question regarding accounts and services.

## 15. SURVIVABILITY AND RECOVERY

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

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

## 16. TRANSITION STRATEGY

The contractor must complete the entire transition within 90 days after the award of the Task Order for mobile services.

### Implementation Planning

The Contractor must develop and deliver an implementation plan for Mission Kenya mobile services within 30 days of award of this Task Order. The implementation plan must include the transition strategy. The following critical aspects shall be taken into account and provided to the U.S. Government within implementation plan:

- Delivery and activation of SIM Cards, using current mobile telephone numbers. The Contractor shall indicate the date and time when the transfer of mobile services

- to the new SIM card will be completed.
- Mobile hardware compatibility check with existing mobile devices in use throughout Mission Kenya.
  - Ensure porting of existing mobile telephone numbers in compliance with Communications Authority of Kenya Guidelines.
  - Establishment of a departmentally structured invoicing center, which shall group users of mobile services according to Government requirements and include proper end-user identifiers on invoices. The end user identifiers will be provided by the Government, but shall be pre-configured by the prospective Contractor.
  - Transfer of existing mobile services to new service plans.

#### 17. FUTURE ENHANCEMENTS AND ADDITIONS

The Government may request future enhancements and additions to mobile services. Such future enhancements may include adding new types of mobile services plans or modifying existing service plans.

#### 18. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) and the Government Technical Monitor (GTM) to monitor and evaluate 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.

The Contractor shall provide the U.S. Government with monthly performance and utilization reports to include online dashboard to review user package plans utilizations and detailed billing. The Contractor will have readily available specific account managers, technical managers and senior management to discuss performance and support issues. The Contractor shall provide active mobile network monitoring and offer advice to the U.S. Government of any network outages in any of the geographic regions where the U.S. Embassy is located. The U.S. Government requires monthly usage reports organized by geographic location, agency and end user/device.

*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.

The quality assurance procedures are meant to provide the Contractor immediate, actionable feedback to focus Contractor attention to defect prevention and to ensure successful performance of the Task Order requirements. If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they will contact the COR. The COR will complete appropriate documentation to record the

complaint. If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the complaint for his/her files. If the COR determines the complaint is valid, the COR will, as a minimum, orally inform the Contractor and give the Contractor time to correct the defect, if additional time is available. The COR will determine how much time to remedy a complaint is reasonable. The COR will consider complaints as resolved unless notified otherwise by the complainant.

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

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 may contact the Contracting Officer for appropriate action.

## 19. QUALITY OF SERVICE (QOS)

The Contractor must meet or exceed industry standard metrics for **coverage; accessibility** (includes Grade of Service, and the **audio quality**. The following tools shall be used to assess the mobile network to determine if it delivers the quality that the Contractor has been required to target for this QoS measurement:

- Protocol analyzers
- Drive tests
- Customer complaints

An acceptable Grade of Service (GoS) is 0.02. GoS is measured by evaluating traffic carried, traffic offered and calculating the traffic blocked and lost. The proportion of lost calls is the measure of GoS.

### Mobile Network Downtime and Credits

Credits shall be assessed against the Contractor in those instances where the mobile (cellular) network during any given month or year fails to achieve and sustain the minimum acceptance standard.

## Definitions:

**NETWORK AVAILABILITY ACCEPTANCE LEVEL:** Yearly Mobile Network Availability Acceptance Level is computed by 365 calendar days times 24 (hours per day) times 99.5% minimum acceptance standard equals 8,716.20 hours annum. ( $365 \times 24 = 8760$  x 99.5% = 8,716.20). Monthly Mobile Network Availability is computed by the calendar days per month times 24 (hours per day) times 99.5% acceptance level (example:  $31 \times 24 = 744$  x 99.5% = 740.28).

**DOWNTIME:** That period of time when the mobile network becomes non-operational or unusable for communication of transfer of data or failure to meet the minimum acceptance standard. The maximum cumulative annual downtime that shall be acceptable for corrective or preventative maintenance is 43.80 hours ( $8760 \times .5\%$ ). The maximum cumulative monthly downtime that shall be acceptable for corrective or preventative maintenance shall be .5% of the total available hours for the month (example:  $31 \times 24 = 744 \times .5\% = 3.72$ ).

**PERIOD OF DOWNTIME:** Downtime shall commence at the time first attempt for contact is made by the Government (or its representative) to the Contractor's Point of Contact and shall be annotated on the Remedy Ticket and shall continue until the mobile network availability is returned into service by the Government.

**DOWNTIME CREDITS:** Monetary value returned to the Government for failure to meet the mobile network availability requirements. Downtime Credits shall be assessed based on cumulative downtime with the minimum assessment being one hour. There are two (2) situations when mobile network Downtime Credits can be accumulated:

- Below Availability Level,
- Extended Downtime.

## Credit for Mobile Network Downtime by Situation

**BELOW AVAILABILITY LEVEL:** If the downtime accumulated for the mobile network availability adds up to 43.80 ( $8760 \times .5\%$ ) cumulative hours or more during any one year (365 calendar days) or depending on the number of hours for the month (example: 31 calendar day month), the Contractor shall grant a hourly credit to the U.S. Government for each hour of downtime. Each additional one hour increment or portion thereof will be assessed as an additional hour.

**EXTENDED DOWNTIME CREDIT(S):** Cumulative downtime of more than 18 hours but not greater than 24 hours for any one outage shall be assessed at a daily rate. Any increment of 24 hours beyond the initial 24 hours of any one outage shall be assessed at the standard for the hourly rate up to 12 hours; however, between 12 and 24 hours, the credit shall be assessed at the daily rate.

## Exceptions to Accumulation of Downtime

Accumulation of mobile network availability downtime shall include all unscheduled downtime deemed to be the responsibility of the Contractor, with the following exceptions:

- When the failure to perform arises out of causes beyond the control and without the fault or negligence by the Contractor or Subcontractor.
- Malfunction of equipment, frequency fading and interference, and commercial power surges or failures are considered to be normal hazards of the industry and therefore do not qualify as causes beyond the control of the Contractor or Subcontractor. The Contractor shall be charged with credits for all reported outages determined “no trouble found” or “came clear while testing” but which exceed 45 minutes.

The Contracting Officer will make final determination as to whether downtime is the responsibility of the Contractor. If requested by the Contracting Officer, the Contractor shall provide documentation to support claims of excusable downtime. For downtime determined to be the Contractor’s responsibility, the Contracting Officer may elect to assess a credit for each instance of non-performance.

#### Payment Reduction for Downtime Credits

When Circuit Downtime Credit(s) is due to the U.S. Government, the total number of creditable hours shall be accumulated for the month and will be deducted from the payment due the Contractor in the month they accrued.

## 20. TROUBLE ESCALATION PROCEDURE

U.S. Mission Kenya will refer problems to the Contractor and obtain the name of the Contractor test person and a Contractor ticket number, and record this information on the U.S. Mission Kenya Remedy Ticket.

After the trouble call has been referred to the Contractor for two (2) hours, U.S. Mission Kenya will call the Contractor again for an update on the current trouble. Record the Contractor’s response, the name of the Contractor’s representative, and the Contractor ticket number on the Remedy Ticket.

After the trouble ticket has been referred to the Contractor for four (4) hours, U.S. Mission Kenya will call the Contractor again for an update on the current status. If the Contractor’s response is not satisfactory, U.S. Mission Kenya will escalate the trouble ticket to the Contractor’s management. Record the Contractor’s response, the name of the Contractor’s representative, and the Contractor ticket number on the Remedy Ticket.

After the trouble ticket has been referred to the Contractor for six (6) hours, U.S. Mission Kenya will escalate the trouble ticket to the Contractor’s senior management. Record the Contractor’s response, the name of the Contractor’s representative, and the Contractor ticket number on the Remedy Ticket. Also, advise the COR and Contracting Officer that the Contractor is not meeting the performance standards set forth in the task order.

U.S. Mission Kenya will continue to request status updates from the Contractor for the remainder of the outage or until a solid loop from the Contractor’s distant end location is received.

The Contracting Officer and his/her representatives are responsible for surveillance and acceptance of the Contractor's effort under this contract. The Contractor shall submit a quarterly Quality Assurance and Compliance Reports (QACR) showing how the Contractor met or failed meet the contract and each task order performance requirements. If the Contractor failed to meet the acceptable quality level (AQL) for a given performance requirement, it shall submit a detailed narrative as to what actions have been taken to mitigate any future non-compliance. If the Contractor believes that mitigating circumstances prevented the Contractor from meeting the terms and conditions of the contract as it relates to performance or administration of the contract, a request for waiver can be requested. The request for waiver must be submitted to the COR within seven (7) calendar days from receipt of notice of noncompliant performance, unless otherwise approved by the COR or CO. The Contractor shall provide a detailed explanation as to why the circumstances surrounding the contract noncompliance occurred and why the noncompliant action could not have been prevented.

The Contractor shall be proactive in identifying simple, measurable, and meaningful performance metrics to be used in performing the requirements of this contract and all task orders.

Performance Objective	Scope of Work Para	Performance Threshold
<u>Services.</u> Performs all <b>mobile telephone</b> services set forth in the scope of work.	1. thru 20.	All required services are performed and no more than one (1) customer complaint is received per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action if any of the services fail to meet the standard.
Section1: The Schedule 16.0 Transition	Initial QACR and Invoicing Formats Proof of insurance	Within 10 business days of contract award
Section 1 18.0 QASP Acceptable Levels of Performance	Quality Assurance and Compliance Reports	Within 5 business days after the close of each quarter.

## SECTION 2 - CONTRACT CLAUSES

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

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders- Commercial Items. (JAN 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 2019*) (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:

X (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (*Sept 2006*), 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 (*Oct 2015*) ([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.)

X (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (*Oct* 2018) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

\_\_ (5)[Reserved].

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

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

X (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (*Oct* 2015) ([31 U.S.C. 6101 note](#)).

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

\_\_ (10)[Reserved].

\_\_ (11) (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (*Nov* 2011) ([15 U.S.C.657a](#)).

\_\_ (ii) Alternate I (*Nov* 2011) of [52.219-3](#).

\_\_ (12) (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (*Oct* 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

\_\_ (ii) Alternate I (*Jan* 2011) of [52.219-4](#).

\_\_ (13)[Reserved]

\_\_ (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (*Nov* 2011) ([15 U.S.C.644](#)).

\_\_ (ii) Alternate I (*Nov* 2011).

\_\_ (iii) Alternate II (*Nov* 2011).

\_\_ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (*June* 2003) ([15 U.S.C. 644](#)).

- \_\_ (ii) Alternate I (*Oct* 1995) of [52.219-7](#).
- \_\_ (iii) Alternate II (*Mar* 2004) of [52.219-7](#).
- \_\_ (16) [52.219-8](#), Utilization of Small Business Concerns (*Oct* 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_\_ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (*Aug* 2018) ([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 (*Nov* 2016) of [52.219-9](#).
  - \_\_ (v) Alternate IV (*Aug* 2018) of [52.219-9](#)
- \_\_ (18) [52.219-13](#), Notice of Set-Aside of Orders (*Nov* 2011) ([15 U.S.C. 644\(r\)](#)).
- \_\_ (19) [52.219-14](#), Limitations on Subcontracting (*Jan* 2017) ([15 U.S.C.637\(a\)\(14\)](#)).
- \_\_ (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (*Jan* 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (*Oct* 2019) ([15 U.S.C. 657f](#)).
- \_\_ (22) [52.219-28](#), Post Award Small Business Program Re-representation (*Jul* 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (*Dec* 2015) ([15 U.S.C. 637\(m\)](#)).
- \_\_ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (*Dec* 2015) ([15 U.S.C. 637\(m\)](#)).
- \_\_ (25) [52.222-3](#), Convict Labor (*June* 2003) (E.O.11755).
- X (26) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (*Jan* 2020) (E.O.13126).
- \_\_ (27) [52.222-21](#), Prohibition of Segregated Facilities (*Apr* 2015).
- \_\_ (28) (i) [52.222-26](#), Equal Opportunity (*Sept* 2016) (E.O.11246).

- \_\_ (ii) Alternate I (*Feb* 1999) of [52.222-26](#).
- \_\_ (29) (i) [52.222-35](#), Equal Opportunity for Veterans (*Oct* 2015) ([38 U.S.C. 4212](#)).
- \_\_ (ii) Alternate I (*July* 2014) of [52.222-35](#).
- \_\_ (30) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (*Jul* 2014) ([29 U.S.C.793](#)).
- \_\_ (ii) Alternate I (*July* 2014) of [52.222-36](#).
- \_\_ (31) [52.222-37](#), Employment Reports on Veterans (*Feb* 2016) ([38 U.S.C. 4212](#)).
- \_\_ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (*Dec* 2010) (E.O. 13496).
- X (33) (i) [52.222-50](#), Combating Trafficking in Persons (*Jan* 2019) ([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).
- \_\_ (34) [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](#).)
- \_\_ (35) (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.)
- \_\_ (36) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (*Jun* 2016) (E.O. 13693).
- \_\_ (37) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (*Jun* 2016) (E.O. 13693).
- \_\_ (38) (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](#).
- \_\_ (39) (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](#).
- \_\_ (40) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (*Dec* 2007) ([42 U.S.C. 8259b](#)).
- \_\_ (41) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (*Oct* 2015) (E.O.s 13423 and 13514).
- \_\_ (ii) Alternate I (*Jun* 2014) of [52.223-16](#).
- X (42) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (*Aug* 2011) (E.O. 13513).
- \_\_ (43) [52.223-20](#), Aerosols (*Jun* 2016) (E.O. 13693).
- \_\_ (44) [52.223-21](#), Foams (*Jun* 2016) (E.O. 13693).
- \_\_ (45) (i) [52.224-3](#) Privacy Training (*Jan* 2017) (5 U.S.C. 552 a).
- \_\_ (ii) Alternate I (*Jan* 2017) of [52.224-3](#).
- \_\_ (46) [52.225-1](#), Buy American-Supplies (*May* 2014) ([41 U.S.C. chapter 83](#)).
- \_\_ (47) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (*May* 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_ (ii) Alternate I (*May* 2014) of [52.225-3](#).
- \_\_ (iii) Alternate II (*May* 2014) of [52.225-3](#).
- \_\_ (iv) Alternate III (*May* 2014) of [52.225-3](#).
- \_\_ (48) [52.225-5](#), Trade Agreements (*Oct* 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- X (49) [52.225-13](#), Restrictions on Certain Foreign Purchases (*June* 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_ (50) [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](#)).

\_\_\_ (51) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (*Nov 2007*) ([42 U.S.C. 5150](#)).

\_\_\_ (52) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (*Nov 2007*) ([42 U.S.C. 5150](#)).

X (53) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (*Feb 2002*) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).

\_\_\_ (54) [52.232-30](#), Installment Payments for Commercial Items (*Jan 2017*) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).

\_\_\_ (55) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (*Oct 2018*) ([31 U.S.C. 3332](#)).

X (56) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (*Jul 2013*) ([31 U.S.C.3332](#)).

\_\_\_ (57) [52.232-36](#), Payment by Third Party (*May 2014*) ([31 U.S.C.3332](#)).

\_\_\_ (58) [52.239-1](#), Privacy or Security Safeguards (*Aug 1996*) ([5 U.S.C. 552a](#)).

\_\_\_ (59) [52.242-5](#), Payments to Small Business Subcontractors (*Jan 2017*) ([15 U.S.C. 637\(d\)\(13\)](#)).

\_\_\_ (60) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (*Feb 2006*) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

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

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

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

\_\_\_ (1) [52.222-17](#), Non-displacement of Qualified Workers (*May 2014*)(E.O. 13495).

\_\_\_ (2) [52.222-41](#), Service Contract Labor Standards (*Aug 2018*) ([41 U.S.C. chapter 67](#)).

\_\_\_ (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (*May 2014*) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (4) [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](#)).

\_\_\_ (5) [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](#)).

\_\_\_ (6) [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](#)).

\_\_\_ (7) [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](#)).

\_\_\_ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (*Dec 2015*).

\_\_\_ (9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (*Jan 2017*) (E.O. 13706).

\_\_\_ (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (*May 2014*) ([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, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

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

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

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

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

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (*Oct* 2015) ([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 2019) (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) [52.222-17](#), Non-displacement of Qualified Workers (*May* 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

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

(viii) [52.222-26](#), Equal Opportunity (*Sept* 2015) (E.O.11246).

(ix) [52.222-35](#), Equal Opportunity for Veterans (*Oct* 2015) ([38 U.S.C.4212](#)).

(x) [52.222-36](#), Equal Opportunity for Workers with Disabilities (*Jul* 2014) ([29 U.S.C.793](#)).

(xi) [52.222-37](#), Employment Reports on Veterans (*Feb* 2016) ([38 U.S.C.4212](#))

(xii) [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](#).

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

(xiv) (A) [52.222-50](#), Combating Trafficking in Persons (*Jan 2019*) ([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](#)).

(xv) [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](#)).

(xvi) [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](#)).

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

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

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

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

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

(xxi) [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](#)).

(xxii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (*May 2014*) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

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

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

(End of clause)

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

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

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

THE FOLLOWING FEDERAL ACQUISITION REGULATION CLAUSES ARE INCORPORATED BY REFERENCE:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKER’S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$150** the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of 150 sim cards and /or 30GB data;
- (2) Any order for a combination of items in excess of 1200 sim cards and /or 11TB data; or
- (3) A series of orders from the same ordering office within **5** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **2** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 (months) 3 (years).

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

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

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) The COR for this contract is The Systems Administrator

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,

(a) 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.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

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

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

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

652.229-70 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.

## SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (OCT 2018), is incorporated by reference (see SF-1449, Block 27A)

### ADDENDUM TO 52.212-1

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

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

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

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

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

(3) List of clients over the past 3 years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Kenya, then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

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

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

(5) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.

(6) The offeror's strategic plan for mobile telephone services to include but not limited to:

(a) A work plan taking into account all work elements in Section 1, Performance Work Statement.

(b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;

(c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and

(d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

(7) Information on Connectivity within *Kenya*.

(8) List of International Roaming contracts.

(9) Offeror is required to provide a Price List for accessories.

(10) Evidence that the Contractor has a recovery plan in the event of an emergency or disaster.

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

A.3. IF REQUIRED BY THE SOLICITATION, PROVIDE EITHER:

(a) a copy of the Certificate of Insurance, or

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

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

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://www.acquisition.gov/far/or> <http://farsite.hill.af.mil/vffara.htm>

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

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS (MAR 2015)
52.237-1	SITE VISIT (APR 1984)

A site visit is not required in this case , instead a virtual pre-solicitation conference will be held on May 20, 2020 (date) at 11:00am\_ (local time) hosted by U.S. Embassy, Nairobi . Prospective offerors/quoters should send an email to [NairobiGSO-Contracts@state.gov](mailto:NairobiGSO-Contracts@state.gov) not later than 04:00pm East African time on May 14, 2020 for additional information or to obtain access to the virtual meeting.

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

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

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

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

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

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Kathleen Lively, at 020-3636000. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

## SECTION 4 - EVALUATION FACTORS

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

(a) **COMPLIANCE REVIEW.** The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations that do not conform to the solicitation.

(b) **TECHNICAL ACCEPTABILITY.** Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation. Technical acceptability will be determined by assessing the compliance of the Contractor's proposed solution with the technical requirements of the RFQ . See paragraphs 1.0 to 1.13.2 et seq. for technical requirements. The Government reserves the right to conduct a field test of the offeror's network within **Kenya** to ensure adequate connectivity.

(c) **PRICE EVALUATION.** The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.

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

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

- Providing an adequate project and transition plan to include timelines and resources;
- Providing a customer service plan and the necessary 24-7 customer support structure;
- Listing necessary organization contacts to support the US Embassy Kenya account in regards to account managers, IT services and support and financial management requests;
- Demonstrated ability to provide online dashboards to Embassy personnel for service utilizations and detailed report billing;
- Examples of Satisfactory Quality of Service record and include references;

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

THE FOLLOWING FAR PROVISIONS ARE PROVIDED IN FULL TEXT:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
  - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
  - (2) On the date specified for receipt of proposal revisions.

## SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

### **52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (DEC 2019)**

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

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

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

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

“Forced or indentured child labor” means all work or service—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Sensitive technology”—

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

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

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

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

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business

Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

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

(d) Representations required to implement provisions of Executive Order 11246- (1) Previous contracts and compliance. The offeror represents that-

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

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

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

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has

considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American-Supplies.”

(2) Foreign End Products:

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

[List as necessary]

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

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

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

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or

Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

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

<b>Line Item No.</b>	<b>Country of Origin</b>
_____	_____
_____	_____
_____	_____

*[List as necessary]*

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

Other Foreign End Products:

<b>Line Item No.</b>	<b>Country of Origin</b>
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Canadian End Products:

<b>Line Item No.</b>

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

(2)  Have,  have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local

government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

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

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

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

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

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

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

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

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

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

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

(2) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage

determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

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

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

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

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

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

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

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

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

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

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

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

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

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

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

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

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

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

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

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#)) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

Predecessor CAGE code: (or mark “Unknown”).

Predecessor legal name: .

(Do not use a “doing business as” name).

(s) [Reserved].

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

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

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

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

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

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

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

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

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

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

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

(2) The Offeror represents that 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.

(End of Provision)

THE FOLLOWING DOSAR PROVISION IS PROVIDED IN FULL TEXT:

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
- (2) Discriminating in the award of subcontracts on the basis of religion.

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

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

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

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

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS  
AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)