



**EMBASSY OF THE
UNITED STATES OF AMERICA**
P.O. BOX 606 - 00621, VILLAGE MARKET
NAIROBI, KENYA

Date: June 29, 2020

Dear Prospective Quoter

Subject: Request for Quotations number 19KE5020Q0020

Enclosed is a Request for Quotations (RFQ) for **internet services**. If you would like to submit a quotation, follow the instructions in Section 3 and 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.

If you are from a country with an international agreement or tax treaty with the United States, please ensure 52.229-11 is completed and W-14 is submitted with your offer.

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 **Thursday, July 30, 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 an 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 *Pre-quotation conference and site visit* and all prospective quoters who have received a solicitation package are invited to attend. See Section 3 (Solicitation Provisions) of the attached Request for Quotations (RFQ).

A virtual pre-proposal conference has been scheduled for **July 14, 2020, at 11:00am** hosted by the U.S. Embassy Nairobi General Services Office,

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

Sincerely,

Lance Posey
Contracting Officer

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| | | | | | |
|--|-----------------------------------|---|--|---|---|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30 | | | | 1. REQUISITION NUMBER PR9051792 | PAGE 1 OF 1 of # 68 |
| 2. CONTRACT NO. | 3. AWARD/EFFECTIVE DATE | 4. ORDER NUMBER | 5. SOLICITATION NUMBER 19KE5020Q0020 | 6. SOLICITATION ISSUE DATE June 29, 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/ July 30 ,2020 LOCAL TIME 10:00 AM | |
| 9. ISSUED BY U. S. Embassy Nairobi, Kenya P.O. Box 606-00621, Village Market | | 10. THIS ACQUISITION <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED | | X UNRESTRICTED <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) | <input type="checkbox"/> SET ASIDE: % 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 | |
| 15. DELIVER TO CODE | | 16. ADMINISTERED BY CODE | | 14. METHOD OF SOLICITATION | |
| U. S. Embassy Nairobi, Kenya , | | Lance Posey , Contracting Officer | | | |
| 17a. Contractor/Offeror CODE | 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 | | CODE | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| <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 52.212-5 | | | | <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 OTHERWISE | | <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET | | | |
| 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 | |

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449, RFQ NUMBER 19KE5020Q0020, PRICES BLOCK 23

I. SCOPE OF SERVICES

The Contractor shall complete all work, including furnishing all labor, material, equipment, and services, unless otherwise specified herein, required under this contract for stated services within the time specified herein. The price listed below shall include all labor, materials, overhead, and profit. In consideration of satisfactory performance of all scheduled services required under this contract, the Contractor shall be paid a firm fixed-price for all services.

James Zadroga 9/11 Victims Health and Compensation Act of 2010 Notice: Unless a waiver or exception applies, payments subsequent to this procurement are subject to an excise tax of 2% pursuant to 26 U.S.C. 5000C.

II. BASE PERIOD

The contract will be for a one-year period from the date of the contract award and a notice to proceed with two option years.

1. The Contractor shall furnish all engineering, labor, tools, equipment, materials, supplies and services to provide the required circuit as specified under Section 1, hereof.

2. Prices. In consideration of satisfactory performance of the services required under this contract, the Contractor shall be paid a firm fixed-price (FFP) per month as stated in the schedule below in Kenya Shillings;

2.1 VALUE ADDED TAX

VALUE ADDED TAX. Value Added Tax (VAT) is not applicable to this contract and shall not be included in the CLIN rates or Invoices because the U.S. Embassy is zero-rated for VAT.

2.2. The firm fixed-prices are in Kenya Shillings:

BASE YEAR: The Contractor shall provide the services shown below for the base period of the contract, starting on the date stated in the Notice to proceed and continuing for a period of 12 months.

BASE YEAR

| Contract Line Item # | Description of Services | Number of Months | Monthly Price in Kshs. | Total Firm-Fixed Price in Kshs. |
|-----------------------------|---|-------------------------|-------------------------------|--|
| 1 | <p>Nairobi HQ Internet - KEMRI Campus, Mbagathi. One (1) dedicated Internet channel at minimum 40,960 Kbps (40Mbps) providing fault tolerance in the last mile. HSRP protocol is required.</p> <p>Internet-Primary (fiber link) and Internet-Backup (radio link preferred)</p> | 12 12 | | |
| 2 | <p>CDC MPLS Nairobi HQ MPLS backhaul- MPLS-Primary (fiber link) and MPLS-Backup (radio link preferred), digital bandwidth must be a minimum of 12,288 Kbps (12Mbps)</p> | 12 12 | | |
| 3 | <p>US Embassy, Nairobi MPLS - MPLS-Primary (fiber link) MPLS-Backup (fiber link preferred) digital bandwidth must be a minimum of 10,240 Kbps (10Mbps)</p> | 12 12 | | |
| 4 | <p>Kenyatta National Hospital (KNH)Office MPLS MPLS-Primary (fiber link) and MPLS-Backup (radio link preferred), digital bandwidth must be a minimum of 4,096Kbps, (4Mbps)</p> | 12 12 | | |
| 5 | <p>CDC Kisumu Internet - KEMRI Campus, Kisian. One (1) dedicated Internet channel at minimum 20,480 Kbps (20Mbps) providing fault tolerance in the last mile. HSRP protocol is required. Providing fault tolerance in the last mile. HSRP protocol is required.</p> <p>Internet-Primary (fiber link) and Internet-Backup (radio link preferred)</p> | 12 12 | | |

| Contract Line Item # | Description of Services | Number of Months | Monthly Price in Kshs. | Total Firm-Fixed Price in Kshs. |
|-----------------------------|---|-------------------------|-------------------------------|--|
| 6 | CDC Kisumu MPLS – KEMRI Campus, Kisian digital bandwidth must be a minimum of 10,240 Kbps (10Mbps) MPLS-Primary (fiber link) and MPLS-Backup (radio link preferred), | 12 12 | | |
| 7 | CDC Kisumu MPLS – Jaramogi Oginga Odinga Teaching & Referral Hospital (JOOTRH) digital bandwidth must be a minimum of 10,240 Kbps (10Mbps) MPLS-Primary (fiber link) and MPLS-Backup (radio link preferred), | 12 12 | | |
| TOTAL FOR BASE YEAR | | | | |

OPTION YEAR 1

| Contract Line Item # | Description of Services | Number of Months | Monthly Price in Kshs. | Total Firm-Fixed Price in Kshs. |
|-----------------------------|---|-------------------------|-------------------------------|--|
| 1 | <p>Nairobi HQ Internet - KEMRI Campus, Mbagathi. One (1) dedicated Internet channel at minimum 40,960 Kbps (40Mbps) providing fault tolerance in the last mile. HSRP protocol is required.</p> <p>Internet-Primary (fiber link) and Internet-Backup (radio link preferred)</p> | 12 12 | | |
| 2 | <p>CDC MPLS Nairobi HQ MPLS backhaul- MPLS-Primary (fiber link) and MPLS-Backup (radio link preferred), digital bandwidth must be a minimum of 12,288 Kbps (12Mbps)</p> | 12 12 | | |
| 3 | <p>US Embassy, Nairobi MPLS - MPLS-Primary (fiber link) MPLS-Backup (fiber link preferred) digital bandwidth must be a minimum of 10,240 Kbps (10Mbps)</p> | 12 12 | | |
| 4 | <p>Kenyatta National Hospital (KNH)Office MPLS MPLS-Primary (fiber link) and MPLS-Backup (radio link preferred), digital bandwidth must be a minimum of 4,096Kbps, (4Mbps)</p> | 12 12 | | |
| 5 | <p>CDC Kisumu Internet - KEMRI Campus, Kisian. One (1) dedicated Internet channel at minimum 20,480 Kbps (20Mbps) providing fault tolerance in the last mile. HSRP protocol is required. Providing fault tolerance in the last mile. HSRP protocol is required.</p> <p>Internet-Primary (fiber link) and Internet-Backup (radio link preferred)</p> | 12 12 | | |

| Contract Line Item # | Description of Services | Number of Months | Monthly Price in Kshs. | Total Firm-Fixed Price in Kshs. |
|--------------------------------|---|-------------------------|-------------------------------|--|
| 6 | CDC Kisumu MPLS – KEMRI Campus, Kisian digital bandwidth must be a minimum of 10,240 Kbps (10Mbps) MPLS-Primary (fiber link) and MPLS-Backup (radio link preferred), | 12 12 | | |
| 7 | digital bandwidth must be a minimum of 10,240 Kbps (10Mbps) MPLS-Primary (fiber link) and MPLS-Backup (radio link preferred), | 12 12 | | |
| TOTAL FOR OPTION YEAR 1 | | | | |

OPTION YEAR 2

| Contract Line Item # | Description of Services | Number of Months | Monthly Price in Kshs. | Total Firm-Fixed Price in Kshs. |
|-----------------------------|---|-------------------------|-------------------------------|--|
| 1 | <p>Nairobi HQ Internet - KEMRI Campus, Mbagathi. One (1) dedicated Internet channel at minimum 40,960 Kbps (40Mbps) providing fault tolerance in the last mile. HSRP protocol is required.</p> <p>Internet-Primary (fiber link) and Internet-Backup (radio link preferred)</p> | 12 12 | | |
| 2 | <p>CDC MPLS Nairobi HQ MPLS backhaul- MPLS-Primary (fiber link) and MPLS-Backup (radio link preferred), digital bandwidth must be a minimum of 12,288 Kbps (12Mbps)</p> | 12 12 | | |
| 3 | <p>US Embassy, Nairobi MPLS - MPLS-Primary (fiber link) MPLS-Backup (fiber link preferred) digital bandwidth must be a minimum of 10,240 Kbps (10Mbps)</p> | 12 12 | | |
| 4 | <p>Kenyatta National Hospital (KNH)Office MPLS MPLS-Primary (fiber link) and MPLS-Backup (radio link preferred), digital bandwidth must be a minimum of 4,096Kbps, (4Mbps)</p> | 12 12 | | |
| 5 | <p>CDC Kisumu Internet - KEMRI Campus, Kisian. One (1) dedicated Internet channel at minimum 20,480 Kbps (20Mbps) providing fault tolerance in the last mile. HSRP protocol is required. Providing fault tolerance in the last mile. HSRP protocol is required.</p> <p>Internet-Primary (fiber link) and Internet-Backup (radio link preferred)</p> | 12 12 | | |

| Contract Line Item # | Description of Services | Number of Months | Monthly Price in Kshs. | Total Firm-Fixed Price in Kshs. |
|--------------------------------|---|-------------------------|-------------------------------|--|
| 6 | CDC Kisumu MPLS – KEMRI Campus, Kisian digital bandwidth must be a minimum of 10,240 Kbps (10Mbps) MPLS-Primary (fiber link) and MPLS-Backup (radio link preferred), | 12 12 | | |
| 7 | CDC Kisumu MPLS – Jaramogi Oginga Odinga Teaching & Referral Hospital (JOOTRH) digital bandwidth must be a minimum of 10,240 Kbps (10Mbps) MPLS-Primary (fiber link) and MPLS-Backup (radio link preferred), | 12 12 | | |
| TOTAL FOR OPTION YEAR 2 | | | | |

| GRAND TOTAL CONTRACT PRICE, INCLUDING ALL OPTION YEARS | |
|---|--|
| Base Period Total Price | |
| First Option Year Total Price | |
| Second Option Year Total Price | |
| GRAND TOTAL FIRM-FIXED PRICE FOR BASE YEAR PLUS TWO OPTION YEARS | |

NOTICE TO PROCEED

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

CONTINUATION TO SF-1449, RFQ NUMBER 19KE5020Q0020
 SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

I. SCOPE OF WORK

The purpose of this firm fixed price purchase order is to obtain VPN, Internet Services, and Circuitry for the U.S. Embassy Nairobi CDC Offices

The local Telecommunication’s Internet Service Provider (ISP) contracting firm must provide internet services and dedicated leased line channels and circuitry for connecting American Embassy CDC Offices and remote data links as shown below in this technical paper.

THIS IS THE LIST OF REQUIRED SERVICES:

| | |
|--|---|
| SERVICE: Internet (Fiber Link and radio link back-up preferred) | |
| NAME: | Internet-CDC Nairobi HQ and Internet-CDC Kisian |
| DESCRIPTION: | At CDC Nairobi: One (1) dedicated Internet channel at minimum 40,960 Kbps (40Mbps) providing fault tolerance in the last mile. HSRP protocol is required. At CDC Kisian: One (1) dedicated Internet channel at minimum 20,480 Kbps (20Mbps) providing fault tolerance in the last mile. HSRP protocol is required. |
| TYPE OF SERVICE: | Dedicated Internet Channel |
| LOCATION: | <i>Nairobi and Kisumu CDC Offices- KEMRI Campus Mbagathi</i> |

THE PROVIDED INTERNET SERVICE SHALL COMPLY WITH THE FOLLOWING REQUIREMENTS:

Internet Services Quality

Internet Service Provider (ISP) shall provide dedicated (not shared or bundled) leased channel high-speed access to the Internet; data transport media must be fiber optic, terrestrial connectivity. Twenty-four (24) hours uplink. Post Internet Service Provider (ISP) connection must be "always on" with unlimited usage and must not require the installation of any custom software on the client side.

Internet Service Provider (ISP) digital bandwidth is the amount or volume of data that may be sent through the channel, measured in kilobits per second (Kbps), without distortion. Required Bandwidth connection is defined in each service description.

For Internet Services the Internet Service Provider (ISP) must guarantee full contracted bandwidth availability 24X7X365 from the originator side to the ISP’s internet gateway. Bandwidth sharing between other non-CDC customers is not allowed. Connection Ratio must be 1/1.

Internet Service or data service transmission from the originating information server towards an end server is referred to as downstream; and a transmission from an end user towards the remote server is referred as upstream; Post Internet Service Provider (ISP) Contention Ratio (downstream / upstream) must be 1:1 /1:1.

Internet Service Provider (ISP) must provide excellent Quality of Service (QOS) for the connection, that represents the level of consistent download capacity provided, must be the higher QOS percentage possible but, at minimum, greater than 99.97% or the highest possible quality of service connection reaching 100%.

Internet Service Provider (ISP) connection must NOT, *repeat*, NOT use Network Address Translation (NAT).

Internet Service Provider (ISP) Round Trip Time (RTT) reports the total time in milliseconds (ms) time to send a small data packet and obtain a reply back; must be the faster than 100ms for the Round -Trip Time (RTT) for internet service. Also, RTT must be faster than 7ms for local data services (for instance: point-to-point channels or web pages accessed through the Kenya Network Access Point (NAP)).

Internet Service Provider (ISP) must permit the transit of all Internet Protocol (IP) protocols (especially IPsec), including but not limited to, User Datagram Protocol (UDP), Transmission Control Protocol (TCP), and IPSEC to transit without filters or proxies. Unfiltered access to the Internet is required without ISP firewall blocking. Filters or sniffers must not be established, connected, or introduced by the ISP for any CDC channels. If there are any existing filters, sniffers, restrictions, or proxies, they must be identified, and removed prior lease line circuit installation.

Internet Service Provider (ISP) must permit installation of Customer VPN encryption devices on circuit.

Internet Service Provider (ISP) must provide detailed network topology map that shows all possible paths ISP use for the internet traffic between ISP hub in Kenya and the ISP hub in United States of America (USA).

Internet Service Provider (ISP) must have redundancy in the Internet backbone between Kenya and USA. For instance, If NAP of the host country's backbone fail, NAP Americas, NAP Sprint, or any other alternate backbone paths shall be available.

Internet Service Provider (ISP) must provide fault-tolerance Fiber Optic connectivity to the very end at the Nairobi CDC Office, KEMRI Complex (off Mbagathi Road) - CDC Server Room and at the KEMRI Compound, Kisumu – CDC Server Room.

Fault tolerance required:

- Minimum fault tolerance should be last-mile fault tolerance
- Last mile fault tolerance preferably using fiber as primary and radio as secondary

- Redundant last-mile connections should be terminated on the ISP router
- Automatic failover; hot standby routing protocol (HSRP) required
- Failover notifications should be automatically sent to CDC syslog server
- A detailed network diagram **must be provided clearly indicating the fault tolerance.**
- Restriction: Please note that per US Government sanctions, Huawei equipment may not be installed at CDC premises

Additional requirements

- A Service Level Agreement (SLA) including the downtime compensation tabulated in the “Downtime compensation table” at the end of this document. The SLA should include an escalation matrix, key contacts and a service review calendar.
- A Project implementation plan including Gantt chart with milestones must be provided. The project plan **must clearly indicate** the estimated installation time across all sites.
- **Testing and commissioning-** CDC Kenya expects to test the quality of the connections over a period of two weeks to allow for any tweaks as needed. The link shall be commissioned once a “Certificate of completion” has been signed off by the CDC Kenya project manager and the prospective contractor’s assigned lead.
- Description of technical resources involved in the implementation and support of the internet services.
- ISP must provide Fiber Optic connectivity to the very end at the (U.S. Embassy) CDC Kisumu compound Telecommunications Service Entrance Facilities (TSEF) Room.

Physical and logical connection:

(see Attachment 2 Figure 1- Proposed internet topology)

- The link shall be terminated on the ISP router at CDC.
- The ISP router shall be connected to a CDC router via 1 x 100/1000Mbps full duplex Ethernet connection

Performance and monitoring:

- Demonstrable throughput: 32 and 16 Mbps downlink-from **and** uplink-to North America for Nairobi-HQ and Kisumu-Kisian respectively
- Latency to North America - maximum 200ms
- A monitoring system tracking link up/down **status** and **quality** with an ability to send threshold-breach alerts via email **must be provided**
- CDC should be provided credentials to access a graphical monitoring tool for the connections

Network Identification

Internet Service Provider (ISP) must provide a block of sixteen (16) public internet IP addresses on a single subnet for Internet services.

Internet Service Provider (ISP) must provide IP addresses used to identify the single subnet address in Classless Inter-Domain Routing address specification (Network IP address / 28) or, equivalently, its subnet mask 255.255.255.240, and ISP Gateway IP addresses (virtual IP addresses).

Network Devices

The network devices shall comply with the following characteristics:

Internet Service Provider (ISP) must permit ping and trace route traffic from 195.202.88.0/24, 169.252.0.0/16 and 169.253.0.0/16 to the ISP connection RJ45 10/100/1000 BaseT router interface which terminates Customer VPN encryption device.

Services provided by the Internet Service Provider (ISP) must be delivered with RJ-45 interface connectors with a 10/100/1000 baseT interface.

Internet Service Provider (ISP) must provide routers and Data media converters or transmission devices in all cases.

Power standard sources must be dual voltage (110v/60hz and 220v/50hz)

Devices must be rack mountable in a standard 19-inch Commercial off-the-shelf (COTS) rack.

One separate or individual physical interface connector is required per service.

Service Support and Contingencies

The awarded ISP must warrant service support 7X24X365.

The vendor must warrant service support on site if necessary 7X24X365, services must be coordinated directly with CDC Contracting Office Representative (COR) or Information Technology (IT) representative from the CDC ICT Office.

Expected service availability and reliability must be at minimum 99.97%.

The awarded ISP must have direct connection capability with major United States of America (U.S.A) telecommunication providers (ISPs) at Internet tier 1 level, having alternative line channels or backups in case of main Internet path malfunctioning.

The awarded ISP must provide online web access data traffic analysis graphs capabilities. Graphs must be updated daily. Graphs must retain traffic history behavior for at least one year.

The awarded ISP must provide a central Information Technology (IT) point of contact (POC) in order to promptly coordinate technical issues during the initial installation process.

| | |
|----------------------|---|
| SERVICE: MPLS | |
| NAME: | Multi-Protocol Label Switching Network inter-connecting all CDC Kenya offices |
| DESCRIPTION: | Dedicated MPLS links at CDC Kenya offices as follows: |

| | |
|-------------------------|--|
| | <ul style="list-style-type: none"> • Nairobi-HQ – 12Mbps • Nairobi-USEmbassyOffice – 10Mbps • Nairobi-KNHOffice – 4Mbps • Kisumu-Kisian – 10Mbps • Kisumu-JOOTRH – 10Mbps |
| TYPE OF SERVICE: | Dedicated MPLS Channel |
| LOCATION: | <i>Nairobi (3) and Kisumu (2) as detailed in the description above</i> |

ALL PROVIDED MPLS CONNECTIONS MUST COMPLY WITH THE FOLLOWING REQUIREMENTS (EXCEPT WHEN SPECIFIED):

MPLS Services Quality

MPLS Service Provider (ISP) must provide dedicated leased channel high-speed access to the MPLS cloud; data transport media must be fiber optic. Twenty-four (24) hours uplink. CDC MPLS connection must be "always on" and must not require the installation of any custom software on the client side.

MPLS Service digital bandwidth is the amount or volume of data that may be sent through the channel, measured in kilobits per second (Kbps), without distortion. Required Bandwidth connection is defined in each service description.

For MPLS Services the Service Provider (ISP) must guarantee full contracted bandwidth availability 24X7X365 from the originator side to the MPLS Cloud. Bandwidth/Cloud access should be strictly limited to the five CDC offices described above. Connection Ratio must be 1/1.

MPLS Service or data service transmission from the originating information server towards an end server is referred to as downstream; and a transmission from an end user towards the remote server is referred as upstream; MPLS Service Contention Ratio (downstream / upstream) must be 1:1 /1:1.

MPLS Service Provider must provide excellent Quality of Service (QOS) for the connection, that represents the level of consistent download capacity provided, must be the higher QOS percentage possible but, at minimum, greater than 99.97% or the highest possible quality of service connection reaching 100%.

MPLS Service Round Trip Time (RTT) reports the total time in milliseconds (ms) time to send a small data packet and obtain a reply back; must be the faster than 7ms.

MPLS Service Provider (ISP) must permit the transit of all Internet Protocol (IP) protocols (especially IPSec), all User Datagram Protocol (UDP) protocols, and all Transmission Control Protocol (TCP) protocol. Filters or sniffers must not be established, connected, or introduced by the MPLS Service Provider for any CDC channels. If there are any existing filters, sniffers, restrictions, or proxies, they must be identified, and removed prior to lease line circuit installation.

MPLS Service Provider must provide detailed network diagram that shows all possible paths used for the network traffic in the MPLS Cloud.

Physical and logical connection:

(see Figure 1 - Proposed internet topology)

The link shall be terminated on the MPLS Service Provider's router at CDC.

- The MPLS Service Provider router shall be connected to a CDC router via 1 x 10/100/1000 Mbps full duplex Ethernet connection

Performance and monitoring:

Demonstrable throughput: Nairobi-HQ – 12Mbps, Nairobi-USEmbassyOffice – 10Mbps, Nairobi-KNHOffice – 4Mbps, Kisumu-Kisian – 10Mbps, Kisumu-JOOTRH – 10Mbps respectively

- Latency throughout the cloud - maximum 10ms
- A monitoring system tracking link up/down **status** and **quality** with an ability to send threshold-breach alerts via email **must be provided.**
- CDC should be provided credentials to access a graphical monitoring tool for the connections.

MPLS Service Provider must have redundancy in the MPLS cloud, allowing for many-to-many connection paths.

MPLS Service Provider must provide Fiber Optic connectivity to the very end at each of the five CDC Offices in Nairobi and Kisumu.

Network Identification

MPLS Service Provider must provide a block of eight (8) static private IP Addresses on a single subnet.

MPLS Service Provider (ISP) must provide IP addresses used to identify the single subnet address in Classless Inter-Domain Routing address specification (Network IP address / 29) or, equivalently, its subnet mask 255.255.255.248, and ISP Gateway IP address.

Network Devices

The network devices shall comply with the following characteristics:

End devices:

- Preferably cisco or equivalent.
- **Must not be Huawei.**
- ISP router syslog and routing configuration to be provided; including configurations for tracking device logon, system configuration changes and fail-over status changes; and sending these messages to a designated CDC IP address

Services provided by the MPLS Service Provider must be delivered with RJ-45 interface connectors with a 10/100/1000 baseT interface.

MPLS Service Provider must provide router(s) and Data media converters or transmission devices in all cases.

Power standard sources must be dual voltage (110v/60hz and 220v/50hz).

Devices must be rack mountable in a standard 19 inch Commercial off-the-shelf (COTS) rack.

One separate or individual physical interface connector is required per service.

Service Support and Contingencies

The awarded MPLS Provider must warrant service support 7X24X365.

The vendor must warrant service support on site if necessary 7X24X365, services must be coordinated directly with CDC Contracting Office Representative (COR) or Information Technology (IT) representative from the CDC ICT Office.

Expected service availability and reliability must be at minimum 99.97%.

The awarded vendor must install a redundant cable or Fiber Optic infrastructure to each CDC Office, known as backup line with channel state inspection mechanism, in order to verify service connectivity and provide immediate MPLS backup connectivity services to the respective CDC Offices.

The awarded MPLS Service Provider must provide on line web access data traffic analysis graphs capabilities. Graphs must be updated daily. Graphs must retain traffic history behavior for at least one year.

The awarded MPLS Service Provider must provide a central Information Technology (IT) point of contact (POC) in order to promptly coordinate technical issues during the initial installation process.

II. GENERAL:

A. The Department of State has a requirement for one full period, full duplex, clear channels, digital circuits and Internet leased lines capable of supporting synchronous traffic. For clear channel circuits, they shall be completely transparent, with no bits added to or deleted from the bit stream provided to the interface of the Department of State equipment. The circuit shall be supplied for the transmission of a multiplexed aggregate bit stream for telegraphic and data signals.

The Department of State reserves the right to increase or decrease this digital circuit bandwidth requirement from no less than 64 kbps and up to 15 Mb within 30 days written notice to the Contractor. The desired intervals for circuit bandwidth are as follows: 64kbps, 256kbps, 512kbps, 1Mb, 2Mb, 4Mb, 6Mb, 8Mb, 10Mb, and 15Mb. The Contractor is to provide fractional T-1 fixed cost pricing for this increase or decrease of digital service. The availability of this circuit shall not be less than 99.7 percent per month over the period of the contract.

B. These digital services shall be via Optic Fiber. The service shall be for the exclusive use of the Department of State, 24-hours per day, 7 days per week, and 52 weeks per year.

C. The Contractor shall coordinate the service and shall be responsible for the technical sufficiency of the circuit, including services necessary to establish, operate, and restore the circuit. Except for modems and terminal equipment furnished by the Government, the Contractor shall provide all equipment, materials, and supplies required to provide the service which includes the Data Service Unit (DSU) configured with Data Communications Equipment (DCE) interface. If required, signal element timing shall be provided by the Contractor's facility.

D. The Contractor shall provide sufficient technical support to ensure uninterrupted end-to-end service between such terminal points as are covered in this contract. The Contractor shall provide, properly adjust, and maintain the circuit for continuous Department of State use. The Contractor shall ensure that the circuit complies with service changes, additions, or deletions as required under this contract.

E. Reserved.

F. Reserved.

G. The Contractor shall supply a Data Service Unit(s) (DSUs) configured with a Data Communications Equipment (DCE) interface. Signal element timing shall be provided as follows: (1) timing to the American Embassy will be provided by the Contractor's facility.

H. Reserved.

I. Services. This is a firm fixed-price contract for the lease of one full period, full duplex, clear channels, digital circuits and internet leased lines capable of supporting synchronous traffic. For the clear channel circuits, they shall be completely transparent to 2,048 kbps data or different if specified on the service requirements, with no bits added to or deleted from the bit stream provided to the interface of the Department of State equipment.

J. Bit Error Rate Test (BERT) The bit error rate (BER) for the service shall not be greater than 1 in 10 to the 6 bits for 99.7% of the time, for all time.

K. Acceptable Level of Performance. The Standard of Performance (SP) for this contract is 99.7% percent availability per month (100 percent less 0.3 percent each month for corrective and preventive maintenance).

L. Inspection and Acceptance. Unless specified in the Contract, the Government shall require a period not to exceed 24 hours in order to perform testing to determine acceptance of the required circuit under Section C. The U.S. destination point or the U.S. foreign post shall conduct the testing.

M. Term of Contract: The required circuits shall be installed and delivered to the Destination Point on or before 60 Days after Contract Award. Upon successful installation and acceptance by the Government of the required circuit under Section C, the Contractor shall be provided, in writing, notice to proceed and shall provide contractual services for a twelve (12) month period, commencing on the date specified in the notice to proceed.

N. The Contractor agrees that the work and services set forth in this contract shall be performed during the period commencing the effective date of this contract and shall continue through the end of the twelve month period of service (CLIN 1 through 8), excluding the exercise of any option.

O. Reserved.

P. An Invoice, suitable for payment, shall contain, but not limited to, the following information:

1. Name of Contractor;
2. Date of Invoice;
3. Original Invoice Number (Consecutive numbers);
4. Contract number;
5. Task or Delivery Order number, as applicable;
6. Government Specific Accounting and Appropriation Data (Funding Cite.)
(Example: 19X0113-2015-X75041-180100-5327-2332);
7. Contract Line Item Number (CLIN) of item or service provided;
8. Description of the item, or service actually provided;
9. Period of performance of service or date item is provided;
10. Block/Space reserved for COR acceptance signature and date;
11. Signature, Name and Phone number of Company representative authorized to sign invoices;
12. Remit to address
13. Name, phone number and Mailing address to whom any disputed invoices should be addressed;
14. Credits with explanation and period covered.

Failure to submit Invoices which do not identify this information shall be returned without payment to the Contractor for correction.

Q. Reserved.

R. Authorized Instruction to Contractor

a. No person or agency other than the Contracting Officer (CO) is authorized to give instruction, orders or directions on behalf of the Government to the Contractor or his employees,

unless such person or agency is authorized in writing by the CO to so act. The authority of such person or agency is strictly limited to the written authorization provided by the CO. The duty is upon the Contractor to determine the authority of such person or agency. Any questions regarding the authority of such person or agency should be directed to the CO in writing.

b. Contracting Officer’s Representative (COR): The CO may designate and authorize a representative(s) to act on his/her behalf under this contract. Such representative(s) as may be appointed shall be designated by a letter from the CO and a copy of the letter shall be given to the Contractor. The COR shall represent the CO as specified in his/her delegation of authority letter. The COR shall not be authorized to issue change orders or adjustments. Changes in the Scope of Work/Specifications or any increase or decrease in the work called for by this contract shall be made by the CO by an executed modification to this contract.

S. Reserved.

T. Release of Information

1. The Contractor’s organization shall clear with the Information Office listed below any public release of information on this contract. This information includes news stories, articles, sales literature, advertisements, radio-TV spots, etc.

2. The request for public release of information should be addressed to:

*U.S. Embassy Nairobi,
P.O.Box 606-00621,
Nairobi, Kenya*

3. Limited Use of Data and Information. Performance of this contract may require the Contractor to access and use data and information proprietary to the Government agency or agency personnel, or which is of such a nature that its dissemination or use, other than in performance of this contract would be adverse to the interests of the Government or others. The Contractor and Contractor personnel shall not divulge, or release data or information developed or obtained in performance of this contract, until made public by the Government, except to authorized Government personnel or upon written approval of the Contracting Officer. The Contractor will not use, disclose, or reproduce proprietary data which bears a restrictive legend, other than as required in the performance of this contract. Nothing herein shall preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at no costs to the Government between the Contractor and the data owner provides for greater rights to the Contractor.

U. Circuit Downtime and Credits

Credits shall be assessed against the Contractor in those instances where the circuit during any given month or year that fail to achieve and sustain the minimum acceptance standards stated above.

Downtime compensation table

| Period | Value per hour of downtime | Elaboration |
|---------------|----------------------------|---|
| 06:30 – 18:30 | 1.5x | An hour of downtime will count as 1.5 hours lost Total downtime between 06:30 and 18:30 shall count as 18 hours lost |

| | | |
|------------------------|------|---|
| 18:30 - 06:30 | 0.5x | An hour of downtime will count as 0.25 hours lost Total downtime between 6pm and 6am shall count as 6 hours lost |
| Important Note: | | Compensation shall be way of a credit note raised against the invoice for the billing period in favor of CDC Kenya |

1. Definitions:

Circuit Availability Acceptance Level: Yearly Circuit Availability Acceptance Level is computed by 365 calendar days times 24 (hours per day) times 99.7% acceptance level equals 8,716.20 hours annum. ($365 \times 24 = 8760 \times 99.7\% = 8,733.72$). Monthly Circuit Availability is computed by the calendar days per month times 24 (hours per day) times 99.7% acceptance level (example: $31 \times 24 = 744 \times 99.7\% = 741.76$).

Downtime: That period of time when the circuit becomes non-operational or unusable for communication or transfer of data or failures to meet the minimum acceptance standards. The maximum cumulative Annual downtime that shall be acceptable for corrective or preventative maintenance is 26.28 hours ($8760 \times .3\%$). The maximum cumulative Monthly downtime that shall be acceptable for corrective or preventative maintenance shall be .3% of the total available hours for the month (example: $31 \times 24 = 744 \times .3\% = 2.23$ hours).

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 circuit is returned into Service by the Government.

Downtime Credits: Monetary value returned to the Government for failure to meet the Circuit availability requirements. Downtime Credits shall be assessed based on cumulative downtime time with the minimum assessment being one hour. Downtime credit shall be equal to the hourly or daily rate (as applicable) as identified in the schedule in Section B. There are two (2) situations when circuit Downtime Credits can be accumulated:

- 1) Below Availability Level,
- 2) Extended Downtime.

2. Credit for Circuit Downtime by Situation

Below Availability Level: If the downtime accumulated for a circuit adds up to 26.28 ($8760 \times 0.3\%$) cumulative hours or more during any one contract year (365 calendar days) or depending on the number of hours for the month (example $744 \times .3\%$) cumulative hours per month (example: 31 calendar day month) the Contractor shall grant a hourly credit to the 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 time 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 standards for the hourly

rate up to 12 hours, however between 12 and 24 hours the credit shall be assessed at the daily rate.

3. Exceptions to Cumulating of Downtime

Cumulating of circuit downtime shall include all unscheduled downtime deemed to be the responsibility of the Contractor, with the following exceptions:

a. When the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor or Sub-contractor as defined in the Termination for Default clause in Section I of this contract.

b. Malfunction of equipment, frequency fading and interference, errors of commission and/or omission by the Contractor or Sub-contractor, 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 Sub-contractor. 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 shall 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.

4. Payment Reduction for Downtime Credits

When Circuit Downtime credit(s) is owed to the 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.

5. Trouble Escalation Procedure

a. The Government shall refer the problem to the carrier after performing tests as prescribed in the Trouble Analysis procedure. Obtain the name of the carrier test person and a carrier ticket number; record this information on the Government’s Remedy Ticket.

b. After the trouble has been referred to the carrier for two (2) hours, recall the carrier for an update on the current trouble. Record the carrier’s response, the name of the individual you talked with, and the carrier ticket number on the Remedy Ticket.

c. After the trouble has been referred to the carrier for four (4) hours, recall the carrier for an update on the current trouble. If the carrier’s response is not satisfactory escalate the trouble to the carrier’s management. Record the carrier’s response, the name of the individual you talked with, and the carrier ticket number on the Remedy Ticket.

d. After the trouble has been referred to the Contractor for six (6) hours the COR shall escalate the trouble to the Contractor’s manager; also notify IRM/IMO and the Contracting Officer and the STATE IRM/ISC Office. Record the contractor’s response, the name of the individual you talked with, the Contractor ticket number, and the names of the IRM managers that were notified on the Remedy Ticket.

e. Continue to status the Contractor for the remainder of the outage or until you have received a problem resolved status.

6. 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:

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

7. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the

Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

| Performance Objective | Scope of Work Para | Performance Threshold |
|--|--------------------|--|
| <u>Services.</u> Performs all Internet services set forth in the scope of work. | 1. thru 6. | All required services are performed and no more than one (1) customer complaint is received per month. |

**Attachment 1 to Description/Specifications/Statement of Work, Government furnished
Property**

Reserved.

Attachment 2 to Description/Specifications/Statement of Work,

Figure 1 - Proposed internet topology

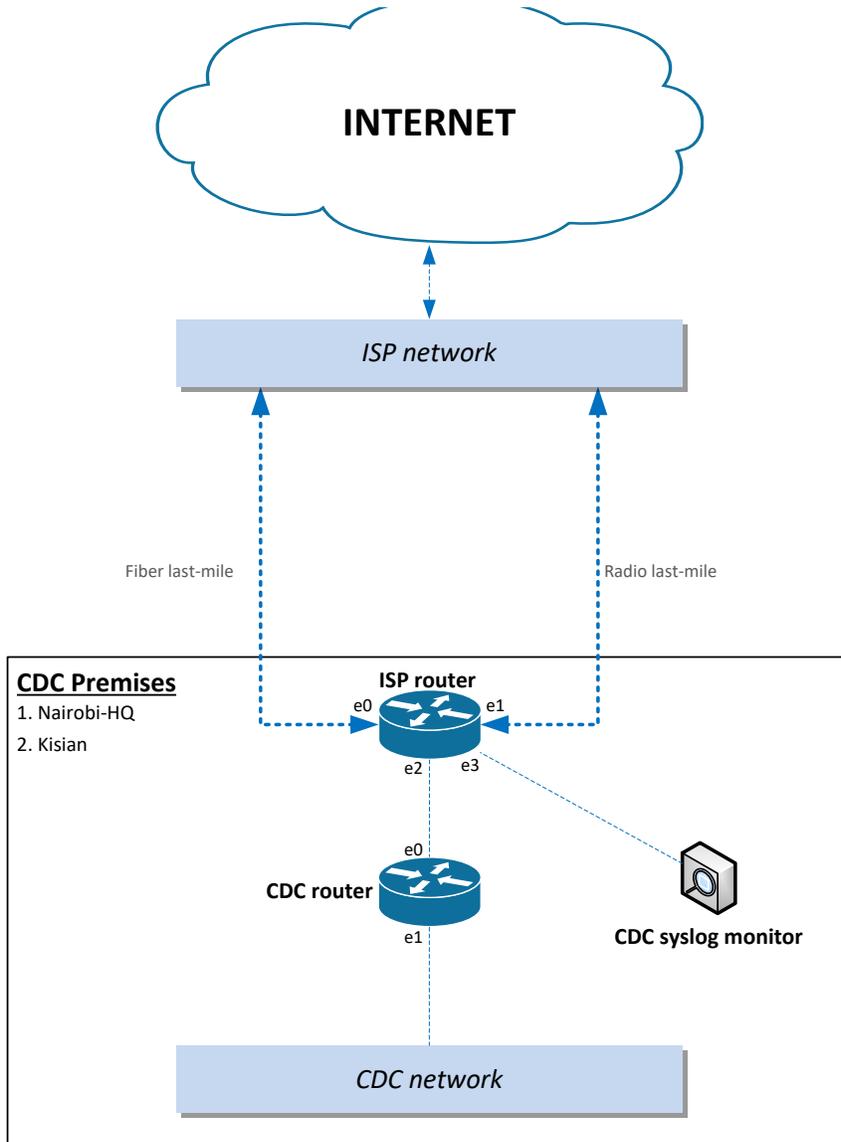
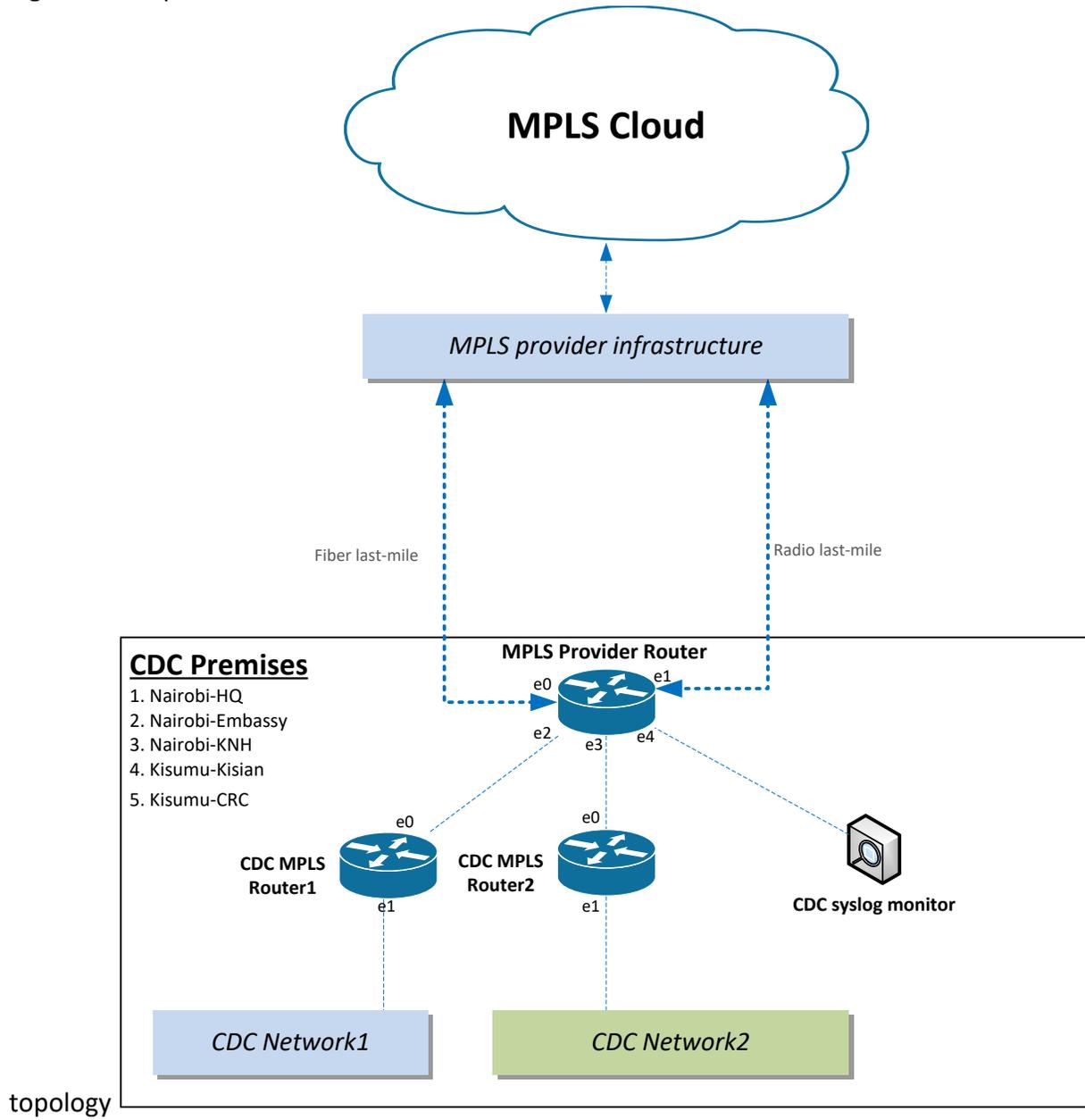


Figure 2 - Proposed MPLS



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)

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (JUNE 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. 3805note](#))).

(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 (June 2020), with *Alternate I* (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

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

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

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

___ (5) [Reserved].

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

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

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

- __ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).
- __ (10) [Reserved].
- __ (11)
- (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) ([15 U.S.C.657a](#)).
- __ (ii) Alternate I (Mar 2020) of [52.219-3](#).
- __ (12)
- (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- __ (ii) Alternate I (Mar 2020) of [52.219-4](#).
- __ (13) [Reserved]
- __ (14)
- (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Mar 2020) ([15 U.S.C.644](#)).
- __ (ii) Alternate I (Mar 2020).
- __ (15)
- (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Mar 2020) ([15 U.S.C. 644](#)).
- __ (ii) Alternate I (Mar 2020) of [52.219-7](#).
- __ (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- __ (17)
- (i) [52.219-9](#), Small Business Subcontracting Plan (Jun 2020) ([15 U.S.C. 637\(d\)\(4\)](#)).
- __ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- __ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- __ (iv) Alternate III (Jun 2020) of [52.219-9](#).
- __ (v) Alternate IV (Jun 2020) of [52.219-9](#).
- __ (18) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- __ (19) [52.219-14](#), Limitations on Subcontracting (Mar 2020) ([15 U.S.C.637\(a\)\(14\)](#)).
- __ (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- __ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) ([15 U.S.C. 657f](#)).
- __ (22)
- (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (Mar 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).
- __ (ii) Alternate I (MAR 2020) of [52.219-28](#).
- __ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) ([15 U.S.C. 637\(m\)](#)).
- __ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) ([15 U.S.C. 637\(m\)](#)).
- __ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- __ (26) [52.219-33](#), Nonmanufacturer Rule (Mar 2020) ([15 U.S.C. 637\(a\)\(17\)](#)).
- __ (27) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).

- __ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).
- __ (29) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- __ (30)
- (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
 - __ (ii) Alternate I (Feb 1999) of [52.222-26](#).
- __ (31)
- (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
 - __ (ii) Alternate I (Jul 2014) of [52.222-35](#).
- __ (32)
- (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C.793](#)).
 - __ (ii) Alternate I (Jul 2014) of [52.222-36](#).
- __ (33) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- __ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (35) (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. chapter78](#) and E.O. 13627).
- __ (36) [52.222-54](#), Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- __ (37)
- (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - __ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- __ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- __ (40)
- (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
 - __ (ii) Alternate I (Oct 2015) of [52.223-13](#).
- __ (41)
- (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
 - __ (ii) Alternate I (Jun 2014) of [52.223-14](#).
- __ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (Dec 2007) ([42 U.S.C. 8259b](#)).
- __ (43)
- (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
 - __ (ii) Alternate I (Jun 2014) of [52.223-16](#).

- X (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- ___ (45) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).
- ___ (46) [52.223-21](#), Foams (Jun 2016) (E.O. 13693).
- ___ (47)
- (i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- ___ (ii) Alternate I (Jan 2017) of [52.224-3](#).
- ___ (48) [52.225-1](#), Buy American-Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
- ___ (49)
- (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (May 2014) of [52.225-3](#).
- ___ (iii) Alternate II (May 2014) of [52.225-3](#).
- ___ (iv) Alternate III (May 2014) of [52.225-3](#).
- ___ (50) [52.225-5](#), Trade Agreements (Oct 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- X (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- ___ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (55) [52.229-12](#), Tax on Certain Foreign Procurements (Jun 2020).
- X (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).
- ___ (57) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).
- ___ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) ([31 U.S.C. 3332](#)).
- X (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C.3332](#)).
- ___ (60) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C.3332](#)).
- ___ (61) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- ___ (62) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).
- ___ (63)
- (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- ___ (ii) Alternate I (Apr 2003) of [52.247-64](#).
- ___ (iii) Alternate II (Feb 2006) of [52.247-64](#).

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

- (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
- (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

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

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

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

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

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this

paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

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

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

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

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 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 the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

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

(xiii)

(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](#)).

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

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

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

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

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

(xix)

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

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

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

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

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

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

(End of clause)

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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) |
| 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) |
| 52.204-18 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016) |
| 52.225-14 | INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000) |

- 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)
- 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)

The following FAR clause(s) is/are included in full text:

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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 3 years, including base and all options years.

52.229-12 Tax on Certain Foreign Procurements—Notice and Representation (Jun 2020)

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

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

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

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of [26 U.S.C. 7701\(a\)\(31\)](#));

and

- (5) Any trust if-

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

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

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

(c)

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

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

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

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

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

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

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

(1) Included in the contract price; nor

(2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS

on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of clause)

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, 2020*. 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, 2020*, 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 clause(s) is/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.

(End of clause)

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

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

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

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.

The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment, if applicable.

(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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| |

652.242-70 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 Lead IT Adviser

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

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country

or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

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

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

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

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

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (MAR 2020), is incorporated by reference (see SF-1449, Block 27A)

ADDENDUM TO 52.212-1

If your offer is from one of the excepted countries please provide the W-14 form with your offer.

<https://www.irs.gov/forms-pubs/about-form-w-14>

<https://www.irs.gov/instructions/iw14>

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

Instructions to Offeror. Each offer must consist of the following:

1. List of clients over the past 5 (five) 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.

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

3. 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.

4. The offeror's strategic plan for Internet 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.

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 this/these address(es):

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

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

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

| <u>PROVISION</u> | <u>TITLE AND DATE</u> |
|------------------|--|
| 52.204-7 | SYSTEM FOR AWARD MANAGEMENT (OCT 2018) |
| 52.204-16 | COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016) |
| 52.214-34 | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991) |
| 52.225-25 | PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN— REPRESENTATION AND CERTIFICATIONS (JUN 2020) |
| 52.237-1 | SITE VISIT (APR 1984) |

The site visit will be held on *TBD* at *TBD* at *CDC Offices*. Prospective offerors/quoters should contact for additional information or to arrange entry to the building.

A virtual pre-proposal conference has been scheduled for **July 14, 2020, at 11:00am** hosted by the U.S. Embassy Nairobi General Services Office,

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.

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

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Kathleen Lively, at 020-363-6000. 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)

Additional Instructions:

A. Separate charges, in any form, are not solicited. For example, proposals containing any charges for failure of the Government to exercise any options will be rejected. The Government shall not be obligated to pay any charges other than the contract price, under Article 34 of the Vienna Convention on Diplomatic Relations, from the Special Access Surcharges or foreign taxes, including Value Added Taxes.

B. Unless otherwise provided in this solicitation, the definitions for all telecommunications terms used herein are contained in Federal Standard 1037A (FED-STD-1037A), Glossary of Telecommunication Terms, dated June 26, 1986.

C. The price offered shall include costs and profit as proposed by the offeror for performing all the requirements of the completed contract as set forth in this solicitation. The costs and profit should take into consideration magnitude and realism (from both a technical and cost perspective).

D. If any services are to be offered at no cost to the Department of State, the bidder shall so indicate by entering either "No Charge" or "N/C" in the space provided in Section B for that item. Failure to enter either a price or one of the no charge notations, i.e., leaving the space blank, may render the bid non-responsive, additionally entering "Not Separately Priced" or "NSP" is not acceptable.

E. Each CLIN shall be separately priced. Failure to enter either a price or one of the no charge notations, i.e., leaving the space blank, may render the quotation unacceptable, additionally entering "Not Separately Priced" or "NSP" is not acceptable.

F. Acceptance of Quotations. The Government reserves the right to reject, as unacceptable, quotations deleting or altering technical requirements which are considered by the Government to be beyond the state of the art or impossible of attainment.

SECTION 4 - EVALUATION FACTORS

Award will be made to the lowest priced, technically acceptable, responsible offeror. Proposals shall include a completed solicitation. The Government reserves the right to reject proposals that are unreasonably low or high in price.

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. Acceptability will be determined by assessing the offeror's compliance with the terms of the RFP. Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

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

ADDENDUM TO EVALUATION 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).

SECTION 5 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS

FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (JUN 2020)

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

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

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

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

Forced or indentured child labor means all work or service—

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

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

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended. “Sensitive technology”—

Sensitive technology—

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

Service-disabled veteran-owned small business concern—

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

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government

contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

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

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

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

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

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

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

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

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

(b)

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

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted

electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

[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 CFR 124.1002.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

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

(g)

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani,

Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements–Israeli Trade Act.”

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

| Line Item No. |
|---------------|
| _____ |
| _____ |
| _____ |

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

| Listed End Product | Listed Countries of Origin |
|--------------------|----------------------------|
| _____ | _____ |
| _____ | _____ |

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

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

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

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

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

(2) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);
Corporate entity (tax-exempt);
Government entity (Federal, State, or local);
Foreign government;
International organization per 26 CFR1.6049-4;
Other _____.

(5) *Common parent.*

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

Name _____.

TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

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

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR [25.703-2\(a\)\(2\)](#) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name: _____.

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

(s) [Reserved].

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

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

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

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

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

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

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

(u)

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

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

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

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

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

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

(2) The Offeror represents that 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)

Alternate I (Oct2014). As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

___ Black American.

___ Hispanic American.

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

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

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

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

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

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

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

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

(2)A domestic partnership;

(3)A domestic corporation;

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

(5)Any trust if—

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

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

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

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

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

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

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

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

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

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

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

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

(End of Provision)

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

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

652.225-70 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.

(End of provision)

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)