Dear Prospective Quoter:

SUBJECT: Solicitation Number 19H08021Q0065 – IT Equipment & Components for installation at Training Center HNP

The Embassy of the United States of America invites you to submit a quotation for IT Equipment & Components for installation at Training Center.

Your quotation must be submitted on or before 10:00 a.m. on August 24, 2021 in a sealed envelope, marked as follows and delivered at the following address:

**Quotation Enclosed-RFQ 19H08021Q0065**
Attention: Mai Rettenmayer, Contracting Officer
U. S. Embassy in Tegucigalpa, Col. San Carlos Portón 3

*Offers submitted before the deadline must be delivered during weekdays before 10:00am. No quotations will be accepted after this time.

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

1. Standard Form SF-18 (blocks 11, 12, 13, 14, 15 and 16).
2. Pricing Section, Section 1 (include images of items quoted)
3. Section 5, Mark with an X the following: Clause 52.204-24 (d) Representation numeral 1 & 2 and Clause 54.204.26 (c) Representation
4. Additional information as required in Section 3, Instructions to Offerors

If you have any questions regarding this RFQ, please submit your questions no later than 2:00 pm on August 13, 2021 by email in English to: proctgu@state.gov

The contractor must have an ACTIVE status in the System Award Management (SAM) at the time of submission of the quote.

Sincerely,

Mai Rettenmayer
Contracting Officer
TABLE OF CONTENTS

Section 1 - The Schedule

- SF 18 cover sheet
- Continuation To SF-18, RFQ Number 19H08021Q0065 Prices
- Continuation To SF-18, RFQ Number 19H08021Q0065, Schedule of Supplies/Services, Block 11(b) Description/Specifications/Work Statement
- Attachment 1 to Description/Specifications/Statement of Work, Government Furnished Property

Section 2 - Contract Clauses

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

Section 3 - Solicitation Provisions

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

Section 4 - Evaluation Factors

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

Section 5 - Offeror Representations and Certifications

- Offeror Representations and Certifications
- Addendum to Offeror Representations and Certifications - FAR and DOSAR Provisions not Prescribed in Part 12
REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)

1. REQUEST NO. 19H08021Q00065
2. DATE ISSUED 08/10/2021
3. REQUISITION/PURCHASE REQUEST NO. PR9975823
4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1

5a. ISSUED BY AMERICAN EMBASSY TEGUCIGALPA GSO, ACQUISITIONS UNIT, ATTN: GSO TEGUCIGALPA HONDURAS
5b. FOR INFORMATION CALL (NO COLLECT CALLS) TELEPHONE NUMBER
NAME: Sara L. Zepeda

6. DELIVER BY (Date) 12/06/2021
7. DELIVERY FOB DESTINATION OTHER (See Schedule)
9. DESTINATION
a. NAME OF CONSIGNEE AMERICAN EMBASSY TEGUCIGALPA

8. TO:
a. NAME
b. COMPANY
b. STREET ADDRESS APARTADO POSTAL NO. 3453, ATTN: GSO

c. STREET ADDRESS

d. CITY

e. STATE
f. ZIP CODE

c. CITY

d. STATE

e. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE 10:00AM ON (Date) 08/24/2021

IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.

11. SCHEDULE (Include applicable Federal, State and local taxes)

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/ SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
<td>(d)</td>
<td>(e)</td>
<td>(f)</td>
</tr>
</tbody>
</table>

SEE LINE ITEMS

12. DISCOUNT FOR PROMPT PAYMENT
a. 10 CALENDAR DAYS (%) b. 20 CALENDAR DAYS (%) c. 30 CALENDAR DAYS (%) d. CALENDAR DAYS NUMBER PERCENTAGE

NOTE: Additional provisions and representations are not attached.

13. NAME AND ADDRESS OF QUOTER
a. NAME OF QUOTER
b. STREET ADDRESS

14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION
16. SIGNER

15. DATE OF QUOTATION
a. NAME (Type or print) b. TELEPHONE

d. CITY c. TITLE (Type or print)

e. STATE f. ZIP CODE

AUTHORIZED FOR LOCAL REPRODUCTION
Prescribed by GSA-FAR (48 CFR) 53.215-1(a)
# Section 1 - The Schedule

## Continuation to SF-18

RFQ Number: 19H08021Q0065

## Prices

### I. Scope of Services

The Contractor shall deliver and install the below brand name or equal IT equipment to an Agency for the U.S. Embassy Tegucigalpa to the city of Tamara (exact addresses will be provided only to company awardee).

- This is a firm-fixed price type of purchase order.
- The price listed below shall include all labor, materials, overhead, profit, and transportation necessary to deliver the required items. No additional sums will be payable on account of any escalation in the cost of materials, equipment or labor or Contractor’s failure to properly estimate or accurately predict these prices or difficulty of achieving the results required by this RFQ.
- All prices are in USD.

### II. Pricing

<table>
<thead>
<tr>
<th>No.</th>
<th>Line item description</th>
<th>Part Number (provided for reference)</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Air Max Omnidirectional Antenna</td>
<td>AMO-SG10</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>airMAX Rocket AC Lite 5 GHz BaseStation</td>
<td>US-8-60W</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>Nano Station MIMO 5Ghz</td>
<td>NSM5</td>
<td>8</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>Switch administrable UniFi de 24 ports, PoE+, Gigabit, SFP+, 500 Watts</td>
<td>US-24-60W</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>Switch administrable UniFi de 8 ports, PoE+, Gigabit, SFP+, 500 Watts</td>
<td>US-8-60W</td>
<td>8</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>6</td>
<td>Access Point long range UniFi PRO 802.11ac</td>
<td>UIAPACPRO</td>
<td>11</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>7</td>
<td>Enterprise Gateway Router</td>
<td>USG-PRO-4</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>8</td>
<td>UniFi Dream Machine PRO</td>
<td>B086967C9X</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>9</td>
<td>CAT6e Cable Spool</td>
<td>CAT6</td>
<td>2</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>10</td>
<td>Cat6 RJ45 Ends, CableCreation 100-PACK</td>
<td>B01K924FT2</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>11</td>
<td>Desktop Computer, Dell OptiPlex 7470</td>
<td>4483793</td>
<td>6</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>12</td>
<td>Laptop Dell, Intel Core i5 , Windows 10 Pro, 8GB RAM, 1TB HDD</td>
<td>Inspiron N35MY</td>
<td>3</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>13</td>
<td>EcoTank Wi-Fi All-in-One Ink Tank Printer</td>
<td>ET-2760</td>
<td>3</td>
<td>$</td>
<td>$</td>
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<tr>
<td>14</td>
<td>Xerox WorkCentre 3335</td>
<td>3335</td>
<td>2</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>15</td>
<td>Tripp Lite 750VA UPS Desktop Battery Back Up</td>
<td>3335</td>
<td>16</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>16</td>
<td>Interactive Display #Focus 65&quot;, Procesador Intel Core i7-, 4770T, 8 GB RAM, Windows 7 Pro 64-bit</td>
<td>ET-2760</td>
<td>2</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>17</td>
<td>Wall mount support kit for 65&quot; TV set, W/ micro adjustable inclination</td>
<td>ET-2760</td>
<td>2</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>18</td>
<td>MS Office licenses 2019</td>
<td>MSO-2019</td>
<td>9</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>19</td>
<td>Antivirus License Norton (1 Multiple devices, 10 each)</td>
<td></td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>20</td>
<td>HP Digital Sender Flow 8500 In1 Document Capture Workstation - document scanner</td>
<td>L2719A</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>21</td>
<td>Miscellaneous Installation services and transportation costs</td>
<td></td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>22</td>
<td>1-year maintenance and support for inspection and cleaning of the items</td>
<td></td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**Total** $
NOTE: The part numbers and brand names are provided for reference purposes in order to comply with specifications required, the vendor may quote all items of brand name or equal to the part numbers above.

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

TECHNICAL SPECIFICATIONS:

NOTE: All items shall come with at least a 1-year warranty and guarantee of quality. This warranty should cover any defect or deficiency that may occur during normal use. Shall provide technical support during warranty period to resolve questions related to operation of equipment. A written warranty should be provided.

001 Air Max Omnidirectional Antenna - UBIQUITY NETWORKS – Part Number: AMO-5G10 (BRAND NAME OR EQUAL)
QUANTITY: 1.00
SPECS:
Frequency
5GHz
Gain
10dBi

002 airMAX Rocket AC Lite 5 GHz BaseStation - UBIQUITY NETWORKS – Part Number: US-8-60W (BRAND NAME OR EQUAL)
QUANTITY: 1.00
SPECS:
5 GHz Frequency Band
Gigabit Ethernet
Passive Power over Ethernet (PoE)
Output Power
Plug and Play Integration

003 Nano Station MIMO 5GHz- UBIQUITY NETWORKS – Part Number: NSM5 (BRAND NAME OR EQUAL)
QUANTITY: 8.00
SPECS:
5 GHz Frequency Band
Gigabit Ethernet
Plug and Play Integration

004 Network Switch Administrable – UBIQUITY NETWORKS – Part Number: US-24-60W (BRAND NAME OR EQUAL)
QUANTITY: 1.00
SPECS:
Total Non-Blocking Throughput
10 Gbps
Gigabit RJ45 Ports
24
PoE Ports
4 Auto-Sensing IEEE 802.3af PoE Ports
Switching Capacity
16 Gbps
Max. Power Consumption
12W
005 Network Switch Administrable – UBIQUITY NETWORKS – Part Number US-8-60W (BRAND NAME OR EQUAL)
QUANTITY: 8.00
SPECs:
- Total Non-Blocking Throughput: 10 Gbps
- Gigabit RJ45 Ports: 8
- PoE Ports: 4 Auto-Sensing IEEE 802.3af PoE Ports
- Switching Capacity: 16 Gbps
- Max. Power Consumption: 12W

006 Wireless Access Point – UniFi Pro 802.11ac – Part Number UAPACPRO (BRAND NAME OR EQUAL)
QUANTITY: 11.00
SPECs:
- Networking Interface: (2) 10/100/1000 Ethernet
- Maximum TX Power: 2.4 GHz 5 GHz 22 dBm 22 dBm
- Antennas: (3) Dual-Band Antennas, 2.4 GHz: 3 dBi, 5 GHz: 3 dBi
- Wi-Fi Standards: 802.11 a/b/g/n/ac
- Wireless Security: WEP, WPA-PSK, WPA-Enterprise (WPA/WPA2, TKIP/AES)
- Mounting: Wall/Ceiling (Kits Included)

007 Enterprise Gateway Router – UniFi Security Gateway Pro – Part Number USG-PRO-4 (BRAND NAME OR EQUAL)
QUANTITY: 1.00
SPECs:
- Processor: Dual-Core 1 GHz, MIPS64 with Hardware Acceleration for Packet Processing
- System Memory: 2 GB DDR3 RAM
- On-Board Flash Storage: 4 GB
- Rackmount: Yes

008 Unifi Dream Machine PRO – UniFi Security Pro – Part Number: B086967C9X (BRAND NAME OR EQUAL)
QUANTITY: 1.00
SPECs:
- All-in-one 1U rack appliance for small to medium sized businesses. Combines new UniFi OS with 8-port switch and security gateway. UniFi Protect video surveillance NVR with off-the-shelf 3.5" HDD support. 8-port Gigabit Switch with 1 Gbps RJ45 and 10G SFP+ LAN. Enterprise-class IPS/IDS, DPI, and Wi-Fi AI capabilities.

009 Cat6 Cable Spool; Part Number: CAT6 (BRAND NAME OR EQUAL)
QUANTITY: 2.00
SPECs:
- Cat6 Riser (CMR), 1000ft, White, 23AWG 4 Pair Solid Bare Copper, 550MHz, ETL Listed, Unshielded Twisted Pair (UTP), Bulk Ethernet Cable

010 Cat6 RJ45 Male Ends, for Cable Creation 100-PACK; Part Number: B01K9Z4FT2 (BRAND NAME OR EQUAL)
QUANTITY: 1.00
SPECs:
- Cat6 Connector, Cat6 / Cat5e RJ45 Connector, Ethernet Cable Crimp Connectors UTP Network Plug for Solid Wire and Standard Cable, Transparent
011 Desktop Computer – Dell OptiPlex 7470, Part Number: 4483793 – (BRAND NAME OR EQUAL)
QUANTITY: 6.00
SPECs:
Processor: Intel Core i5-6500 Processor (Quad Core, 6MB, 4T, 3.2GHz, 65W)
Operating System: Windows 10 Pro 64bit English, French, Spanish
Word Processing: Office 2019 Pro
Monitor: Touch LCD 23.8"
Memory: 16GB (1x8G) 2133MHz DDR4 Memory
Hard Drive: 1TB 2.5 inch Serial ATA (7,200 Rpm) Hard Drive
Graphics Card: AMD R7 A370 2GB
Optical Drive: 8x DVD+/-RW 9.5mm Optical Disk Drive
Ports: 6 External USB 3.0 (2 side, 4 rear)
2 USB 2.0 (rear)
1 HDMI 1.4 In/Out (Full HD Only)
1 DisplayPort 1.2
1 RJ-45
1 Universal Headset (side)
1 Line-out (rear)
Bays: 2 internal 2.5”
Keyboard: Wired Keyboard with Multimedia functionality
Wireless: Intel® Dual Band Wireless 8260 (802.11ac) + Bluetooth
Keyboard: Wired Keyboard & Mouse English and Spanish Black
Mouse: Mouse included with Keyboard

012 Laptop Computer – DELL - Part Number: Inspiron N35MY (BRAND NAME OR EQUAL)
QUANTITY: 3.00
SPECs:
Processor: Intel® CoreTM i5-620M (2.66GHz, 4M cache) (Dual Core)
Operating System: Genuine Windows® 10 Professional 64-Bit
RAM Memory: 8 GB
Display: 15.6" WXGA+ Anti-Glare LED Display (1440x900)
Storage: 512 GB SSD
Optical Drives: DVD-ROM, DVD+/-RW, Blu-Ray DiscTM DVD-ROM,
Dvd+/-RW, Blu-Ray DiscTM
Multimedia: Stereo Speakers; Stereo headphone jack; Microphone jack
and integrated digital microphone; Integrated 2.0 Mega pixel
webcam and Dell Webcam Central software
Power: 65W AC Adapter
Connectivity: 10/100/1000 Gigabit Ethernet, Wireless LAN; Dell Wireless
1501 (802.11n), Dell Wireless 1520 (802.11n 2x2), Intel®
WiFi Link 6200 [802.11n (2x2)];
Intel WiFi Link 6300 [802.11n (3x3)], Intel WiMAX/WiFi
Link 6250 [16e and 802.11n (2x2)] Mobile Broadband2 &
GPS: Dell Wireless 5620 (EVDO+HSPA+AGPS) Mobile
Broadband mini card, Bluetooth: Dell Wireless 375
Bluetooth® 3.0
Network connector: RJ-45
Input Device: Single pointing keyboard featuring anti-microbial12
protection, Dual pointing keyboard
**013 Multifunction ECO Tank Printer; Part Number: ET-2760 (BRAND NAME OR EQUAL)**
QUANTITY: 3.00

**SPECS:**
- Maximum Print Resolution: 5760 x 1440 optimized dpi
- ISO Print Speed: Black: 10.5 ISO ppm
- Color: 5 ISO ppm

**014 Xerox WorkCentre 3335 - (BRAND NAME OR EQUAL)**
QUANTITY: 2.00

**SPECS:**
- Black and White All-In-One that can print, copy, scan, fax and email with up to 35 pages per minute speeds, two-sided printing, 250-sheet paper capacity and up to 1200 x 1200 dpi image quality, Corrects brownouts and overvoltage from 83V to 147V, USB port, TEL/DSL protection, Wall mountable,

**015 Tripp Lite 750VA UPS Desktop Battery Back Up (BRAND NAME OR EQUAL)**
QUANTITY: 16

**SPECS:**
- Form Factor: External
- UPS Technology: Line interactive
- Voltage Provided: AC 120 volt
- Frequency Provided: 50/60 hertz
- Power Provided: 450 watt
- Power Capacity (VA): 750 volt ampere per kilogram
- Voltage Required: AC 120 volt
- Frequency Required: 60 hertz
- Input Connector Type: Power NEMA 5-15
- Output Connector Type: Power NEMA 5-15
- Power Device Features: LED display

**016 Interactive Display INFocus 65", Procesador Intel Core i7-4770T, 8 GB RAM, Windows 7 Pro 64-bit - (BRAND NAME OR EQUAL)**
QUANTITY: 2.00

**SPECS:**
- Display Type LED, Screen Size 65 Inches, Touchscreen Compatibility Universal, Maximum Resolution 1080, HDMI Inputs, Component Video Inputs 1, Composite Inputs 1, PC Inputs 1, Speakers 2, Remote Control Type Standard, Screen Refresh Rate 60 Hz, Include Power Cord

**017 Wall mount support kit for 65" TV set, W/ micro adjustable inclination- (BRAND NAME OR EQUAL)**
QUANTITY: 2.00

**SPECS:**
- Mounting Type: Wall
- Movement Type: Tilt
- TV Size: 46 - 90 Inches
- Color: Black
- Minimum Compatible Size: 46 Inches
- Compatible Devices: Televisions

**018 MS Office 2019 Licensing – Part Number – MSO-2019 - (BRAND NAME OR EQUAL)**
QUANTITY: 9.00

**SPECS:**
- Spanish Version
019 Antivirus License Norton (1 Multiple devices, 10 each) - (BRAND NAME OR EQUAL)
QUANTITY: 1.00
SPECS:
Spanish version

020 Digital Sender – HP Digital Sender 9250c – Part Number: L2719A (BRAND NAME OR EQUAL)
QUANTITY: 1.00
SPECS:
Standard connectivity: 1 Ethernet 10/100 Base-TX; 1 open EIO; 1 USB Control panel
VGA graphical touch screen, contrast control dial, numeric keypad, sleep button, reset button, stop button, start button, attention light, data light, ready light
Capacity: Standard, 50 sheets
Media types supported: Paper, labels and cards (via glass), transparencies
Standard memory: 256 MB
Network ready: Standard
Enhanced scanning resolution: Up to 600 dpi
Scan type: Flatbed, ADF
Scan speed ADF (A4): Up to 55 ipm (b&w), Up to 33 ipm (color)
Color scanning: Yes
Hard disk capacity: 40 GB:

021 HP Miscellaneous Installation services and transportation costs- (BRAND NAME OR EQUAL)
QUANTITY: 1.00

022 1-year Maintenance and Support
QUANTITY: 12.00
SPECS:
1-year maintenance and support for inspection and cleaning of the items
I. The U.S. Embassy has a requirement for the purchase of **IT Equipment & Components for installation at Training Center** in Tamara, Honduras. The vendor shall furnish, install and proposed products and services in accordance with the conditions, requirements and specifications of this SOW or similar.

II. Delivery Location and Time

   A. The Contractor shall deliver all ordered items to an installation located in Tamara, Honduras (*exact address will be provided to company awardee*).
   
   B. The contractor is responsible for ensuring door to door delivery service. If acquired abroad the price listed shall include shipment.

   B. The Contractor shall deliver all items not later 90 days after date of contract award.

   C. Any Contractor personnel involved with the delivery of the items shall comply with standard U.S. Embassy regulations for receiving supplies. The Contracting Officer's Representative (COR) will be responsible for instructing contractor personnel at the time deliveries are made. Prior notice of at 5 days [X] will [ ] will not be required.
SECTION 2 - CONTRACT CLAUSES

- 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in 4.2105(b), insert the following clause:

PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—
(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or


Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.
Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

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

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

(d) Reporting requirement.
(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at [https://dibnet.dod.mil](https://dibnet.dod.mil). For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at [https://dibnet.dod.mil](https://dibnet.dod.mil).

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)
FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018) is incorporated by reference. (see SF-18)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS. (JUL 2021)

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

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

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

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

4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).


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

[Contracting Officer check as appropriate.]


(5) [Reserved].


(10) [Reserved].

(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.

(ii) Alternate I (MAR 2020) of 52.219-4.

(iii) Alternate I (MAR 2020) of 52.219-6.

(iv) Alternate I (MAR 2020) of 52.219-6.
   (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) 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)).
   (ii) Alternate I (MAR 2020) of 52.219-13.
   (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).
   (22) 52.219-28, Post Award Small Business Program Rerepresentation (NOV 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 Eligible Under the Women-Owned Small Business Program (Mar2020) (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)).
   (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).
   (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.
    ___ (ii) Alternate I (JUL 2014) of 52.222-35.
    ___ (ii) Alternate I (JUL 2014) of 52.222-36.
    ___ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
    ___ (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).
___ (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.
   (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.
   (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)

   (ii) Alternate I (Jan 2017) of 52.224-3.
   (49)

   (ii) Alternate I (Jan 2021) of 52.225-3.
   (iii) Alternate II (Jan 2021) of 52.225-3.
   (iv) Alternate III (Jan 2021) of 52.225-3.
   (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
   (53) 52.226-4, 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).
(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]


__ (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).*


__ (7) 52.222-55, Minimum Wages Under Executive Order 13658 *(NOV 2020).*


__ (9) 52.226-5, Promoting Excess Food Donation to Nonprofit Organizations *(JUN 2020)* *(42 U.S.C. 1792).*

**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) 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-


(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. 115-232).

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

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

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2015) (E.O.11246).


(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.


(xiii)

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).


(xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020).

(xix) 

(B) Alternate I (JAN 2017) of 52.224-3.


(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.


(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. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov this address is subject to change.

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

<table>
<thead>
<tr>
<th>CLAUSE</th>
<th>TITLE AND DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.203-17</td>
<td>CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)</td>
</tr>
<tr>
<td>52.204-13</td>
<td>SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)</td>
</tr>
<tr>
<td>52.204-18</td>
<td>COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)</td>
</tr>
<tr>
<td>52.225-14</td>
<td>INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)</td>
</tr>
<tr>
<td>52.228-5</td>
<td>INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)</td>
</tr>
<tr>
<td>52.229-6</td>
<td>FOREIGN FIXED PRICE CONTRACTS (FEB 2013)</td>
</tr>
<tr>
<td>52.232-39</td>
<td>UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)</td>
</tr>
<tr>
<td>52.244-6</td>
<td>SUBCONTRACTS FOR COMMERCIAL ITEMS (NOV 2020)</td>
</tr>
</tbody>
</table>

The following DOSAR clauses are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. “John Smith, Office of Human Resources, ACME Corporation Support Contractor”);

2) Clearly identify themselves and their contractor affiliation in meetings;
3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and

4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(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 uploaded to the Invoice Submission Portal, instructions for this will be provided to company awardee. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

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

__________________________________________

__________________________________________

(End of clause)

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

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

(a) The COR for this contract is Program Assistant

(End of clause)
(a) The Contractor warrants the following:

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

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

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

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

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

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule. The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

(End of clause)
SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS
(JUN 2020), is incorporated by reference (see SF-18)

ADDENDUM TO 52.212-1

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

1. A completed solicitation, in which the SF-18 cover page (blocks 11, 12, 13, 14, 15 and 16 as appropriate), and Section 1 has been filled out. (include images of items quoted).

2. List of clients over the past 3 years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Honduras 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.

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

4. Evidence that the offeror/quoter has all licenses and permits required by local law including Permiso de Operación (current), RTN (current). 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.
5 Name of a Project Manager (or other liaison to the U.S. Embassy) who understands written and spoken English;

6 Active SAM status, provide DUNS number for verification.

7 Acknowledgment of solicitation amendments, if any.

**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. In addition, the full text of a clause may be accessed electronically at Acquisition.gov this address is subject to change.

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

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

<table>
<thead>
<tr>
<th>PROVISION</th>
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<tbody>
<tr>
<td>52.204-7</td>
<td>SYSTEM FOR AWARD MANAGEMENT (OCT 2018)</td>
</tr>
<tr>
<td>52.204-16</td>
<td>COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)</td>
</tr>
<tr>
<td>52.214-34</td>
<td>SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)</td>
</tr>
<tr>
<td>652.206-70</td>
<td>ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)</td>
</tr>
</tbody>
</table>

(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 Management Counselor, at (504) 2236-9320. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)
SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible quoter. The quoter shall submit a completed solicitation, including Sections 1 and 5.

- 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 quantities in “Prices - Continuation of SF-18”, and arriving at a grand total, including all options, if any.

- The Government will determine quoter acceptability will be determined by assessing the quoter's compliance with the terms of the RFQ.

- The Government will determine quoter responsibility by analyzing whether the apparent successful quoter 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).
52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020).

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

(a) Definitions. As used in this provision—

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

(b) Prohibition.

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

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

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

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

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

(d) Representation. The Offeror represents that—

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

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

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

(e) Disclosures.

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of provision)

52.204-26 Covered Telecommunications Equipment or Services-Representation (OCT 2020)

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

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

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

(End of provision)

52.212-3 Offeror Representations and Certifications-Commercial Items. (FEB 2021)

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

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

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

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

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

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

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

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

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

6. Have been voluntarily suspended.

"**Sensitive technology**"—

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

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

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

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

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

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

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

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

Small business concern—

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

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.
**Small disadvantaged business concern**, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

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

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

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

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

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

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

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

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

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through http://www.sam.gov. After reviewing 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 CFR124.1002.

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

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

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

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

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that-
(i) It □ is, □ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

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

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

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

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

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

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

(ii) It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: __________.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.
(d) Representations required to implement provisions of Executive Order 11246-

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

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

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

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

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

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

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

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

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

   (ii) The Offeror shall list as foreign end products those end products
        manufactured in the United States that do not qualify as domestic end products.
(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

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<th>Line Item No.</th>
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[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)

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

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."
(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

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

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[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

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(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:**

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[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:

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[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:
(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:

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

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

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

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

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

(4) □ Have, □ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.
(i) Taxes are considered delinquent if both of the following criteria apply:

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed end products.

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: ________________________________.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) **Type of organization.**

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 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) and section 889 (a)(1)(B) of Public Law 115-232.

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

(2) The Offeror represents that—

(i) It □ does, □ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

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

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

None

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. In addition, the full text of a clause may be accessed electronically at Acquisition.gov this address is subject to change.

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

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

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