**Tegucigalpa, M. D. C.**
**August 31, 2020**

**TO:** Prospective Quoters

**SUBJECT:** Solicitation Number 19H08020Q0037 Supply of Cable TV and Residential Internet Services.

The Embassy of the United States of America invites you to submit a quotation for the supply of cable TV and residential internet services in different locations throughout Tegucigalpa and San Pedro Sula, both cities in Honduras.

Your quotation must be submitted in a sealed envelope marked "Quotation Enclosed" to the attention of Kevin L. Brendle, Contracting Officer, U.S. Embassy in Tegucigalpa, Colonia San Carlos, Porton 3 on or before ***September 16, 2020 at 10:00 a.m.*** 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. SAM Registration
2. SF-1449
3. Section 1, III. PRICING SECTION
4. Section 3, INSTRUCTIONS TO OFFEROR
5. Section 5, REPRESENTATIONS AND CERTIFICATIONS

A Virtual Pre-Proposal Conference has been scheduled for **September 09, 2020** at **10:00 a.m.** To attend, please submit full names, ID numbers and email addresses of attendees, including all your questions in English to the email address: proctgu@state.gov by **COB on September 04, 2020** making reference to RFQ 19H08020Q0037.

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

**The contractor must be registered in the System Award Management (SAM) before the submission of offers. Offers from Contractors without SAM Registration will not be considered for this process**

Sincerely,

Paul J. Martinek

***Paul J. Martinek***
***Contracting Officer***

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**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**
*OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30*

| 1. REQUISITION NUMBER | PAGE 1 OF 93 PAGES |
|---|---|
| PR9403176 | |

| 2. CONTRACT NO. | 3. AWARD/ EFFECTIVE DATE | 4. ORDER NUMBER | 5. SOLICITATION NUMBER | 6. SOLICITATION ISSUE DATE |
|---|---|---|---|---|
| | | | 19H08020Q0037 | 08/31/2020 |

| 7. FOR SOLICITATION INFORMATION CALL: ▶ | a. NAME | b. TELEPHONE NUMBER (No collect calls) | 8. OFFER DUE DATE/ LOCAL TIME |
|---|---|---|---|
| | Elder J. Flores | (+504) 9454-6780 | 09/16/2020 / 10:00 |

9. ISSUED BY CODE HO800

AMERICAN EMBASSY TEGUCIGALPA
GSO, ACQUISITIONS UNIT, ATTN: GSO
TEGUCIGALPA
HONDURAS

10. THIS ACQUISITION IS [x] UNRESTRICTED OR [ ] SET ASIDE: ____ % FOR:

- [ ] SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] EDWOSB
- [ ] EMERGING SMALL BUSINESS
- [ ] 8 (A)

SIZE STANDARD:

| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED | 12. DISCOUNT TERMS | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | 13b. RATING / 14. METHOD OF SOLICITATION |
|---|---|---|---|
| [ ] SEE SCHEDULE | | | [x] RFQ [ ] IFB [ ] RFP |

15. DELIVER TO CODE

AMERICAN EMBASSY TEGUCIGALPA
FINAL AVE. LOS PROCERES, ATTN:
LOCAL EMBASSY WAREHOUSE
TEGUCIGALPA
HONDURAS

16. ADMINISTERED BY CODE

AMERICAN EMBASSY TEGUCIGALPA
GSO, ACQUISITIONS UNIT, ATTN: GSO
TEGUCIGALPA
HONDURAS

17a. CONTRACTOR/ OFFERER CODE FACILITY CODE

TELEPHONE NO.

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE

AMERICAN EMBASSY TEGUCIGALPA
US EMBASSY, AVE. LA PAZ, ATTN: FINANCIAL MANAGEMENT OFFICE (FMO)
TEGUCIGALPA
HONDURAS

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [x] SEE ADDENDUM

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| 00001 | All work, including furnishing all labor, installation, material, and equipment to provide Cable TV and Residential Internet Services throughout Honduras for the US Mission.<br><br>Period of Performance: One (01) base year + two (02) option years.<br><br>*(Use Reverse and/or Attach Additional Sheets as Necessary)* | 3 | Year | $. | $. |

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

[x] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [x] ARE [ ] ARE NOT ATTACHED

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ___ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

[ ] 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | 31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)* |
|---|---|
| | ▪ |

| 30b. NAME AND TITLE OF SIGNER *(Type or print)* | 30c. DATE SIGNED | 31b. NAME OF CONTRACTING OFFICER *(Type or print)* | 31c. DATE SIGNED |
|---|---|---|---|
| | | | |

## SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449, RFQ NUMBER ***19H08020Q0037,*** PRICES BLOCK 23

I. SCOPE OF SERVICES

The Contractor shall complete all work, including furnishing all labor, installation, material and equipment to provide services in the different locations throughout Tegucigalpa and San Pedro Sula within the time specified herein. The price listed below shall include all labor, installation, materials, equipment, overhead, and profit. In consideration of satisfactory performance of all scheduled services required under this contract, the Contractor shall be paid a firm fixed-price for all services.

II. BASE PERIOD

The contract will be for a one-year period from the date of the contract award and a notice to proceed with two (02) option years.

1. The Contractor shall complete all work, including furnishing all engineering, labor, installation, supplies, tools, material and equipment to provide the required services as specified under Section 1, hereof:

2. Prices. In consideration of satisfactory performance of the services required under this Contract, the Contractor shall be paid a Firm Fixed Price (FFP) per month as stated in the schedule below in U. S. Dollars.

2.1 VALUE ADDED TAX

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



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2.2 The firm fixed-prices are in US Dollars:

BASE YEAR: Twelve (12) months

**2.2 - 1. Standard Services – Base Year of Service**

| Contract Line Item # | Description of Standard Services | Estimated Number of Months | Monthly Price | Total Firm-Fixed Price |
|---|---|---|---|---|
| 01 | Cable TV and Residential Internet Service:<br>- Basic Internet = 10 MB<br>- IP Addresses = N/A<br>- Cable TV Connections = 03<br>- Digital Boxes = N/A<br>- HD Boxes = N/A<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Colonia Los Almendros, Lote 13, segunda casa, color Hueso, Tegucigalpa, Honduras. | 12 months | $. | $. |
| 02 | Cable TV and Residential Internet Service:<br>- Basic Internet = 15 MB<br>- IP Addresses = N/A<br>- Cable TV Connections = 02<br>- Digital Boxes = N/A<br>- HD Boxes = 02<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Edificio de | 12 months | $. | $. |



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| | | | | |
|---|---|---|---|---|
| | USAID, Avenida La Paz, una cuadra antes de Gasolinera TEXACO, Tegucigalpa, Honduras. | | | |
| 03 | Cable TV and Residential Internet Service:<br>- Basic Internet = N/A<br>- IP Addresses = N/A<br>- Cable TV Connections = 04<br>- Digital Boxes = N/A<br>- HD Boxes = 04<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Colonia Castaños Sur, Avenida Virgilio Zelaya Rubi, Casa # 3035, casa color Amarillo con portones, junto a estacionamiento, Tegucigalpa, Honduras. | 12 months | $. | $. |
| 04 | Cable TV and Residential Internet Service:<br>- Basic Internet = N/A<br>- IP Addresses = N/A<br>- Cable TV Connections = 03<br>- Digital Boxes = N/A<br>- HD Boxes = N/A<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Final Avenida La Paz, frente a antiguas instalaciones de La Bambino, instalaciones de Motorpool, | 12 months | $. | $. |

| | | | | |
|---|---|---|---|---|
| | Tegucigalpa, Honduras. | | | |
| 05 | Cable TV and Residential Internet Service:<br>- Basic Internet = 10 MB<br>- IP Addresses = N/A<br>- Cable TV Connections = 01<br>- Digital Boxes = N/A<br>- HD Boxes = 01<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Colonia Lomas del Mayab, Calle Cortes, Casa # 1123, Tegucigalpa, Honduras. | 12 months | $. | $. |
| 06 | Cable TV and Residential Internet Service:<br>- Basic Internet = 100 MB<br>- IP Addresses = N/A<br>- Cable TV Connections = 09<br>- Digital Boxes = N/A<br>- HD Boxes = 09<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Colonia Montecarlo, frente a Restaurante Las Tejitas, Tegucigalpa, Honduras. | 12 months | $. | $. |

| | | | | |
|---|---|---|---|---|
| 07 | Cable TV and Residential Internet Service:<br>- Basic Internet = N/A<br>- IP Addresses = N/A<br>- Cable TV Connections = 63<br>- Digital Boxes = N/A<br>- HD Boxes = 15<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Edificio de la Embajada de Estados Unidos, Avenida La Paz, una cuadra después de Gasolinera TEXACO, Tegucigalpa, Honduras. | 12 months | $. | $. |
| 08 | Cable TV and Residential Internet Service:<br>- Basic Internet = 20 MB<br>- IP Addresses = N/A<br>- Cable TV Connections = 02<br>- Digital Boxes = N/A<br>- HD Boxes = 02<br>- HBO+ Package = YES<br>- FOX+ Package = YES<br><br>City = Tegucigalpa<br><br>Address = Colonia Lomas del Mayab, Avenida Trujillo, a la par del Edificio Centro de Negocios, Tegucigalpa, Honduras. | 12 months | $. | $. |

| | | | | |
|---|---|---|---|---|
| 09 | Cable TV and Residential Internet Service:<br>- Basic Internet = 30 MB<br>- IP Addresses = N/A<br>- Cable TV Connections = 18<br>- Digital Boxes = N/A<br>- HD Boxes = 18<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Colonia Palmira, Edificio del Cuerpo de Paz, frente a la Nunciatura Apostólica, Tegucigalpa, Honduras. | 12 months | $. | $. |
| 10 | Cable TV and Residential Internet Service:<br>- Basic Internet = N/A<br>- IP Addresses = N/A<br>- Cable TV Connections = 04<br>- Digital Boxes = N/A<br>- HD Boxes = 04<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Edificio de la Embajada de Estados Unidos, Avenida La Paz, una cuadra después de Gasolinera TEXACO, Tercer Piso, Oficina de DHS, Tegucigalpa, Honduras. | 12 months | $. | $. |

| | | | | |
|---|---|---|---|---|
| 11 | Cable TV and Residential Internet Service:<br>- Basic Internet = N/A<br>- IP Addresses = N/A<br>- Cable TV Connections = 01<br>- Digital Boxes = N/A<br>- HD Boxes = 01<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Final Avenida La Paz, frente antiguas instalaciones de La Bambino, instalaciones de La Bodega, Tegucigalpa, Honduras. | 12 months | $. | $. |
| 12 | Cable TV and Residential Internet Service:<br>- Basic Internet = 10 MB<br>- IP Addresses = 01<br>- Cable TV Connections = 04<br>- Digital Boxes = N/A<br>- HD Boxes = 04<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Edificio de la Embajada de Estados Unidos, Avenida La Paz, una cuadra después de Gasolinera TEXACO, Cuarto Piso, Oficina de INL, Tegucigalpa, Honduras. | 12 months | $. | $. |



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| | | | | |
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| 13 | Cable TV and Residential Internet Service:<br>- Basic Internet = 30 MB<br>- IP Addresses = N/A<br>- Cable TV Connections = 02<br>- Digital Boxes = N/A<br>- HD Boxes = 02<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Colonia Lomas del Guijarro, Calle Obdules, Avenida Republica de Costa Rica, Tegucigalpa, Honduras. | 12 months | $. | $. |
| 14 | Cable TV and Residential Internet Service:<br>- Basic Internet = 15 MB<br>- IP Addresses = N/A<br>- Cable TV Connections = 02<br>- Digital Boxes = N/A<br>- HD Boxes = 02<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Colonia Lomas del Guijarro, Calle Alfonso XIII, Casa # 3667, frente a Edificio Villars, Tegucigalpa, Honduras. | 12 months | $. | $. |
| 15 | Cable TV and Residential Internet Service:<br>- Basic Internet = 10 MB<br>- IP Addresses = 02<br>- Cable TV Connections = 03 | 12 months | $. | $. |

| | | | | |
|---|---|---|---|---|
| | - Digital Boxes = N/A<br>- HD Boxes = 03<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Colonia Lomas del Guijarro Sur, Etapa Coral Sur, Calle Ginebra, Bloque G, Lote 9, Tegucigalpa, Honduras. | | | |
| 16 | Cable TV and Residential Internet Service:<br>- Basic Internet = 30 MB<br>- IP Addresses = N/A<br>- Cable TV Connections = 04<br>- Digital Boxes = N/A<br>- HD Boxes = 04<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Lomas del Guijarro Sur, Etapa Coral Sur, Calle Ginebra, Bloque G, Lote 1, Tegucigalpa, Honduras. | 12 months | $. | $. |
| 17 | Cable TV and Residential Internet Service:<br>- Basic Internet = 15 MB<br>- IP Addresses = N/A<br>- Cable TV Connections = 02<br>- Digital Boxes = N/A<br>- HD Boxes = 02<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa | 12 months | $. | $. |



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| | | | | |
|---|---|---|---|---|
| | Address = Colonia Lomas del Guijarro Sur, Calle Praga, Casa # 18B, Tegucigalpa, Honduras. | | | |
| 18 | Cable TV and Residential Internet Service:<br>- Basic Internet = N/A<br>- IP Addresses = N/A<br>- Cable TV Connections = 04<br>- Digital Boxes = N/A<br>- HD Boxes = 04<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = San Pedro Sula<br><br>Address = Lomas del Potosi, Etapa II, Casa # 1, San Pedro Sula, Cortes, Honduras. | 12 months | $. | $. |
| 19 | Cable TV and Residential Internet Service:<br>- Basic Internet = 10 MB<br>- IP Addresses = N/A<br>- Cable TV Connections = 01<br>- Digital Boxes = N/A<br>- HD Boxes = 01<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = San Pedro Sula<br><br>Address = Colonia Rio de Piedras, 5 y 6 Calle, 25 Avenida, San Pedro Sula, Cortes, Honduras. | 12 months | $. | $. |

| | | | | |
|---|---|---|---|---|
| 20 | Cable TV and Residential Internet Service:<br>- Basic Internet = 15 MB<br>- IP Addresses = N/A<br>- Cable TV Connections = 06<br>- Digital Boxes = N/A<br>- HD Boxes = 06<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = San Pedro Sula<br><br>Address = Colonia Universidad, 20 Calle, 09 Avenida, Casa # 21, portones color Café, San Pedro Sula, Cortes, Honduras. | 12 months | $. | $. |
| 21 | Cable TV and Residential Internet Service:<br>- Basic Internet = 10 MB<br>- IP Addresses = N/A<br>- Cable TV Connections = 01<br>- Digital Boxes = N/A<br>- HD Boxes = 01<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = San Pedro Sula<br><br>Address = Agencia Consular en San Pedro Sula, Edificio Principal del Banco Atlantida, 11 Piso, Oficina # 2, frente al Parque Central, San Pedro Sula, Cortes, Honduras. | 12 months | $. | $. |

| | |
|---|---|
| **SUB-TOTAL 2.2 - 1. Base Year for Standard Services**<br>Line Items 01 - 21 | **$.** |

**2.2 - 2. Installation Services – Base Year of Service –**

| Contract Line Item # | Description of Installation Services | Estimated Quantity | Price per Installation | Total Firm-Fixed Price |
|---|---|---|---|---|
| 22 | Initial Installation for Line Item 01 | 01 | $. | $. |
| 23 | Initial Installation for Line Item 02 | 01 | $. | $. |
| 24 | Initial Installation for Line Item 03 | 01 | $. | $. |

| | | | | |
|---|---|---|---|---|
| 25 | Initial Installation for Line Item 04 | 01 | $. | $. |
| 26 | Initial Installation for Line Item 05 | 01 | $. | $. |
| 27 | Initial Installation for Line Item 06 | 01 | $. | $. |
| 28 | Initial Installation for Line Item 07 | 01 | $. | $. |
| 29 | Initial Installation for Line Item 08 | 01 | $. | $. |
| 30 | Initial Installation for Line Item 09 | 01 | $. | $. |

| | | | | |
|---|---|---|---|---|
| 31 | Initial Installation for Line Item 10 | 01 | $. | $. |
| 32 | Initial Installation for Line Item 11 | 01 | $. | $. |
| 33 | Initial Installation for Line Item 12 | 01 | $. | $. |
| 34 | Initial Installation for Line Item 13 | 01 | $. | $. |
| 35 | Initial Installation for Line Item 14 | 01 | $. | $. |
| 36 | Initial Installation for Line Item 15 | 01 | $. | $. |

| | | | | |
|---|---|---|---|---|
| 37 | Initial Installation for Line Item 16 | 01 | $. | $. |
| 38 | Initial Installation for Line Item 17 | 01 | $. | $. |
| 39 | Initial Installation for Line Item 18 | 01 | $. | $. |
| 40 | Initial Installation for Line Item 19 | 01 | $. | $. |
| 41 | Initial Installation for Line Item 20 | 01 | $. | $. |
| 42 | Initial Installation for Line Item 21 | 01 | $. | $. |
| **SUB-TOTAL 2.2 - 2. Base Year for Installation Services**<br>Line Items 22 - 42 | | | | **$.** |



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**2.2 - 3. Relocation Services – Base Year of Service –**

| Contract Line Item # | Description of Relocation Services | Estimated Quantity | Price per Relocation Service | Total Firm-Fixed Price |
|---|---|---|---|---|
| 43 | Relocation service within Tegucigalpa | 19 | $. | $. |
| 44 | Relocation service within San Pedro Sula | 04 | $. | $. |
| **SUB-TOTAL 2.2 - 3. Base Year for Relocation Services**<br>Line Items 43 - 44 | | | | **$.** |
| | | | **SUB-TOTAL 2.2 - 1. Base Year for Standard Services**<br>Line Items 01 - 21 | **$.** |
| | | | **SUB-TOTAL 2.2 - 2. Base Year for Installation Services**<br>Line Items 22 - 42 | **$.** |
| | | | **SUB-TOTAL 2.2 - 3. Base Year for Relocation Services**<br>Line Items 43 - 44 | **$.** |

| **BASE YEAR GRAND TOTAL FOR ALL SERVICES** | **$.** |
|---|---|

OPTION YEAR ONE: Twelve (12) months

**2.2 - 4. Standard Services – Option Year One of Service –**

| Contract Line Item # | Description of Standard Services | Estimated Number of Months | Monthly Price | Total Firm-Fixed Price |
|---|---|---|---|---|
| 01 | Cable TV and Residential Internet Service:<br>- Basic Internet = 10 MB<br>- IP Addresses = N/A<br>- Cable TV Connections = 03<br>- Digital Boxes = N/A<br>- HD Boxes = N/A<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Colonia Los Almendros, Lote 13, segunda casa, color Hueso, Tegucigalpa, Honduras. | 12 months | $. | $. |
| 02 | Cable TV and Residential Internet Service:<br>- Basic Internet = 15 MB<br>- IP Addresses = N/A<br>- Cable TV Connections = 02<br>- Digital Boxes = N/A<br>- HD Boxes = 02<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa | 12 months | $. | $. |



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| | | | | |
|---|---|---|---|---|
| | Address = Edificio de USAID, Avenida La Paz, una cuadra antes de Gasolinera TEXACO, Tegucigalpa, Honduras. | | | |
| 03 | Cable TV and Residential Internet Service:<br>- Basic Internet = N/A<br>- IP Addresses = N/A<br>- Cable TV Connections = 04<br>- Digital Boxes = N/A<br>- HD Boxes = 04<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Colonia Castaños Sur, Avenida Virgilio Zelaya Rubi, Casa # 3035, casa color Amarillo con portones, junto a estacionamiento, Tegucigalpa, Honduras. | 12 months | $. | $. |
| 04 | Cable TV and Residential Internet Service:<br>- Basic Internet = N/A<br>- IP Addresses = N/A<br>- Cable TV Connections = 03<br>- Digital Boxes = N/A<br>- HD Boxes = N/A<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Final Avenida La Paz, frente a antiguas instalaciones de La Bambino, instalaciones de Motorpool, | 12 months | $. | $. |

| | | | | |
|---|---|---|---|---|
| | Tegucigalpa, Honduras. | | | |
| 05 | Cable TV and Residential Internet Service:<br>- Basic Internet = 10 MB<br>- IP Addresses = N/A<br>- Cable TV Connections = 01<br>- Digital Boxes = N/A<br>- HD Boxes = 01<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Colonia Lomas del Mayab, Calle Cortes, Casa # 1123, Tegucigalpa, Honduras. | 12 months | $. | $. |
| 06 | Cable TV and Residential Internet Service:<br>- Basic Internet = 100<br>- IP Addresses = N/A<br>- Cable TV Connections = 09<br>- Digital Boxes = N/A<br>- HD Boxes = 09<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Colonia Montecarlo, frente a Restaurante Las Tejitas, Tegucigalpa, Honduras. | 12 months | $. | $. |

| | | | | |
|---|---|---|---|---|
| 07 | Cable TV and Residential Internet Service:<br>- Basic Internet = N/A<br>- IP Addresses = N/A<br>- Cable TV Connections = 63<br>- Digital Boxes = N/A<br>- HD Boxes = 15<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Edificio de la Embajada de Estados Unidos, Avenida La Paz, una cuadra después de Gasolinera TEXACO, Tegucigalpa, Honduras. | 12 months | $. | $. |
| 08 | Cable TV and Residential Internet Service:<br>- Basic Internet = 20 MB<br>- IP Addresses = N/A<br>- Cable TV Connections = 02<br>- Digital Boxes = N/A<br>- HD Boxes = 02<br>- HBO+ Package = YES<br>- FOX+ Package = YES<br><br>City = Tegucigalpa<br><br>Address = Colonia Lomas del Mayab, Avenida Trujillo, a la par del Edificio Centro de Negocios, Tegucigalpa, Honduras. | 12 months | $. | $. |

| | | | | |
|---|---|---|---|---|
| 09 | Cable TV and Residential Internet Service:<br>- Basic Internet = 30 MB<br>- IP Addresses = N/A<br>- Cable TV Connections = 18<br>- Digital Boxes = N/A<br>- HD Boxes = 18<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Colonia Palmira, Edificio del Cuerpo de Paz, frente a la Nunciatura Apostólica, Tegucigalpa, Honduras. | 12 months | $. | $. |
| 10 | Cable TV and Residential Internet Service:<br>- Basic Internet = N/A<br>- IP Addresses = N/A<br>- Cable TV Connections = 04<br>- Digital Boxes = N/A<br>- HD Boxes = 04<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Edificio de la Embajada de Estados Unidos, Avenida La Paz, una cuadra después de Gasolinera TEXACO, Tercer Piso, Oficina de DHS, Tegucigalpa, Honduras. | 12 months | $. | $. |

| | | | | |
|---|---|---|---|---|
| 11 | Cable TV and Residential Internet Service:<br>- Basic Internet = N/A<br>- IP Addresses = N/A<br>- Cable TV Connections = 01<br>- Digital Boxes = N/A<br>- HD Boxes = 01<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Final Avenida La Paz, frente antiguas instalaciones de La Bambino, instalaciones de La Bodega, Tegucigalpa, Honduras. | 12 months | $. | $. |
| 12 | Cable TV and Residential Internet Service:<br>- Basic Internet = 10 MB<br>- IP Addresses = 01<br>- Cable TV Connections = 04<br>- Digital Boxes = N/A<br>- HD Boxes = 04<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Edificio de la Embajada de Estados Unidos, Avenida La Paz, una cuadra después de Gasolinera TEXACO, Cuarto Piso, Oficina de INL, Tegucigalpa, Honduras. | 12 months | $. | $. |

| | | | | |
|---|---|---|---|---|
| 13 | Cable TV and Residential Internet Service:<br>- Basic Internet = 30 MB<br>- IP Addresses = N/A<br>- Cable TV Connections = 02<br>- Digital Boxes = N/A<br>- HD Boxes = 02<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Colonia Lomas del Guijarro, Calle Obdules, Avenida Republica de Costa Rica, Tegucigalpa, Honduras. | 12 months | $. | $. |
| 14 | Cable TV and Residential Internet Service:<br>- Basic Internet = 15 MB<br>- IP Addresses = N/A<br>- Cable TV Connections = 02<br>- Digital Boxes = N/A<br>- HD Boxes = 02<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Colonia Lomas del Guijarro, Calle Alfonso XIII, Casa # 3667, frente a Edificio Villars, Tegucigalpa, Honduras. | 12 months | $. | $. |
| 15 | Cable TV and Residential Internet Service:<br>- Basic Internet = 10 MB<br>- IP Addresses = 02<br>- Cable TV Connections = 03 | 12 months | $. | $. |

| | | | | |
|---|---|---|---|---|
| | - Digital Boxes = N/A<br>- HD Boxes = 03<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Colonia Lomas del Guijarro Sur, Etapa Coral Sur, Calle Ginebra, Bloque G, Lote 9, Tegucigalpa, Honduras. | | | |
| 16 | Cable TV and Residential Internet Service:<br>- Basic Internet = 30 MB<br>- IP Addresses = N/A<br>- Cable TV Connections = 04<br>- Digital Boxes = N/A<br>- HD Boxes = 04<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Lomas del Guijarro Sur, Etapa Coral Sur, Calle Ginebra, Bloque G, Lote 1, Tegucigalpa, Honduras. | 12 months | $. | $. |
| 17 | Cable TV and Residential Internet Service:<br>- Basic Internet = 15 MB<br>- IP Addresses = N/A<br>- Cable TV Connections = 02<br>- Digital Boxes = N/A<br>- HD Boxes = 02<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa | 12 months | $. | $. |



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| | | | | |
|---|---|---|---|---|
| | Address = Colonia Lomas del Guijarro Sur, Calle Praga, Casa # 18B, Tegucigalpa, Honduras. | | | |
| 18 | Cable TV and Residential Internet Service:<br>- Basic Internet = N/A<br>- IP Addresses = N/A<br>- Cable TV Connections = 04<br>- Digital Boxes = N/A<br>- HD Boxes = 04<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = San Pedro Sula<br><br>Address = Lomas del Potosi, Etapa II, Casa # 1, San Pedro Sula, Cortes, Honduras. | 12 months | $. | $. |
| 19 | Cable TV and Residential Internet Service:<br>- Basic Internet = 10 MB<br>- IP Addresses = N/A<br>- Cable TV Connections = 01<br>- Digital Boxes = N/A<br>- HD Boxes = 01<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = San Pedro Sula<br><br>Address = Colonia Rio de Piedras, 5 y 6 Calle, 25 Avenida, San Pedro Sula, Cortes, Honduras. | 12 months | $. | $. |

| | | | | |
|---|---|---|---|---|
| 20 | Cable TV and Residential Internet Service:<br>- Basic Internet = 15 MB<br>- IP Addresses = N/A<br>- Cable TV Connections = 06<br>- Digital Boxes = N/A<br>- HD Boxes = 06<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = San Pedro Sula<br><br>Address = Colonia Universidad, 20 Calle, 09 Avenida, Casa # 21, portones color Café, San Pedro Sula, Cortes, Honduras. | 12 months | $. | $. |
| 21 | Cable TV and Residential Internet Service:<br>- Basic Internet = 10 MB<br>- IP Addresses = N/A<br>- Cable TV Connections = 01<br>- Digital Boxes = N/A<br>- HD Boxes = 01<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = San Pedro Sula<br><br>Address = Agencia Consular en San Pedro Sula, Edificio Principal del Banco Atlantida, 11 Piso, Oficina # 2, frente al Parque Central, San Pedro Sula, Cortes, Honduras. | 12 months | $. | $. |

| | |
|---|---|
| **SUB-TOTAL 2.2 - 4. Option Year One for Standard Services**<br>Line Items 01 - 21 | **$.** |

**2.2 - 5. Installation Services – Option Year One of Service –**

| Contract Line Item # | Description of Installation Services | Estimated Quantity | Price per Installation | Total Firm-Fixed Price |
|---|---|---|---|---|
| 22 | Initial Installation for Line Item 01 | 01 | $. | $. |
| 23 | Initial Installation for Line Item 02 | 01 | $. | $. |
| 24 | Initial Installation for Line Item 03 | 01 | $. | $. |



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| | | | | |
|---|---|---|---|---|
| 25 | Initial Installation for Line Item 04 | 01 | $. | $. |
| 26 | Initial Installation for Line Item 05 | 01 | $. | $. |
| 27 | Initial Installation for Line Item 06 | 01 | $. | $. |
| 28 | Initial Installation for Line Item 07 | 01 | $. | $. |
| 29 | Initial Installation for Line Item 08 | 01 | $. | $. |
| 30 | Initial Installation for Line Item 09 | 01 | $. | $. |

| | | | | |
|---|---|---|---|---|
| 31 | Initial Installation for Line Item 10 | 01 | $. | $. |
| 32 | Initial Installation for Line Item 11 | 01 | $. | $. |
| 33 | Initial Installation for Line Item 12 | 01 | $. | $. |
| 34 | Initial Installation for Line Item 13 | 01 | $. | $. |
| 35 | Initial Installation for Line Item 14 | 01 | $. | $. |
| 36 | Initial Installation for Line Item 15 | 01 | $. | $. |



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| | | | | |
|---|---|---|---|---|
| 37 | Initial Installation for Line Item 16 | 01 | $. | $. |
| 38 | Initial Installation for Line Item 17 | 01 | $. | $. |
| 39 | Initial Installation for Line Item 18 | 01 | $. | $. |
| 40 | Initial Installation for Line Item 19 | 01 | $. | $. |
| 41 | Initial Installation for Line Item 20 | 01 | $. | $. |
| 42 | Initial Installation for Line Item 21 | 01 | $. | $. |
| **SUB-TOTAL 2.2 - 5. Option Year One for Installation Services**<br>Line Items 22 - 42 | | | | **$.** |



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**2.2 - 6. Relocation Services – Option Year One of Service –**

| Contract Line Item # | Description of Relocation Services | Estimated Quantity | Price per Relocation Service | Total Firm-Fixed Price |
|---|---|---|---|---|
| 43 | Relocation service within Tegucigalpa | 19 | $. | $. |
| 44 | Relocation service within San Pedro Sula | 04 | $. | $. |
| **SUB-TOTAL 2.2 - 6. Option Year One for Relocation Services**<br>Line Items 43 - 44 | | | | **$.** |
| **SUB-TOTAL 2.2 - 4. Option Year One for Standard Services**<br>Line Items 01 - 21 | | | | **$.** |
| **SUB-TOTAL 2.2 - 5. Option Year One for Installation Services**<br>Line Items 22 - 42 | | | | **$.** |
| **SUB-TOTAL 2.2 - 6. Option Year One for Relocation Services**<br>Line Items 43 - 44 | | | | **$.** |

| **OPTION YEAR ONE GRAND TOTAL FOR ALL SERVICES** | **$.** |
|---|---|

OPTION YEAR TWO: Twelve (12) months

**2.2 - 7. Standard Services – Option Year Two of Service –**

| **Contract Line Item #** | **Description of Standard Services** | **Estimated Number of Months** | **Monthly Price** | **Total Firm-Fixed Price** |
|---|---|---|---|---|
| 01 | Cable TV and Residential Internet Service:<br>- Basic Internet = 10 MB<br>- IP Addresses = N/A<br>- Cable TV Connections = 03<br>- Digital Boxes = N/A<br>- HD Boxes = N/A<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Colonia Los Almendros, Lote 13, segunda casa, color Hueso, Tegucigalpa, Honduras. | 12 months | $. | $. |
| 02 | Cable TV and Residential Internet Service:<br>- Basic Internet = 15 MB<br>- IP Addresses = N/A<br>- Cable TV Connections = 02<br>- Digital Boxes = N/A<br>- HD Boxes = 02<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa | 12 months | $. | $. |

| | | | | |
|---|---|---|---|---|
| | Address = Edificio de USAID, Avenida La Paz, una cuadra antes de Gasolinera TEXACO, Tegucigalpa, Honduras. | | | |
| 03 | Cable TV and Residential Internet Service:<br>- Basic Internet = N/A<br>- IP Addresses = N/A<br>- Cable TV Connections = 04<br>- Digital Boxes = N/A<br>- HD Boxes = 04<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Colonia Castaños Sur, Avenida Virgilio Zelaya Rubi, Casa # 3035, casa color Amarillo con portones, junto a estacionamiento, Tegucigalpa, Honduras. | 12 months | $. | $. |
| 04 | Cable TV and Residential Internet Service:<br>- Basic Internet = N/A<br>- IP Addresses = N/A<br>- Cable TV Connections = 03<br>- Digital Boxes = N/A<br>- HD Boxes = N/A<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Final Avenida La Paz, frente a antiguas instalaciones de La Bambino, instalaciones de Motorpool, | 12 months | $. | $. |

| | | | | |
|---|---|---|---|---|
| | Tegucigalpa, Honduras. | | | |
| 05 | Cable TV and Residential Internet Service:<br>- Basic Internet = 10 MB<br>- IP Addresses = N/A<br>- Cable TV Connections = 01<br>- Digital Boxes = N/A<br>- HD Boxes = 01<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Colonia Lomas del Mayab, Calle Cortes, Casa # 1123, Tegucigalpa, Honduras. | 12 months | $. | $. |
| 06 | Cable TV and Residential Internet Service:<br>- Basic Internet = 100 MB<br>- IP Addresses = N/A<br>- Cable TV Connections = 09<br>- Digital Boxes = N/A<br>- HD Boxes = 09<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Colonia Montecarlo, frente a Restaurante Las Tejitas, Tegucigalpa, Honduras. | 12 months | $. | $. |

| | | | | |
|---|---|---|---|---|
| 07 | Cable TV and Residential Internet Service:<br>- Basic Internet = N/A<br>- IP Addresses = N/A<br>- Cable TV Connections = 63<br>- Digital Boxes = N/A<br>- HD Boxes = 15<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Edificio de la Embajada de Estados Unidos, Avenida La Paz, una cuadra después de Gasolinera TEXACO, Tegucigalpa, Honduras. | 12 months | $. | $. |
| 08 | Cable TV and Residential Internet Service:<br>- Basic Internet = 20 MB<br>- IP Addresses = N/A<br>- Cable TV Connections = 02<br>- Digital Boxes = N/A<br>- HD Boxes = 02<br>- HBO+ Package = YES<br>- FOX+ Package = YES<br><br>City = Tegucigalpa<br><br>Address = Colonia Lomas del Mayab, Avenida Trujillo, a la par del Edificio Centro de Negocios, Tegucigalpa, Honduras. | 12 months | $. | $. |

| | | | | |
|---|---|---|---|---|
| 09 | Cable TV and Residential Internet Service:<br>- Basic Internet = 30 MB<br>- IP Addresses = N/A<br>- Cable TV Connections = 18<br>- Digital Boxes = N/A<br>- HD Boxes = 18<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Colonia Palmira, Edificio del Cuerpo de Paz, frente a la Nunciatura Apostólica, Tegucigalpa, Honduras. | 12 months | $. | $. |
| 10 | Cable TV and Residential Internet Service:<br>- Basic Internet = N/A<br>- IP Addresses = N/A<br>- Cable TV Connections = 04<br>- Digital Boxes = N/A<br>- HD Boxes = 04<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Edificio de la Embajada de Estados Unidos, Avenida La Paz, una cuadra después de Gasolinera TEXACO, Tercer Piso, Oficina de DHS, Tegucigalpa, Honduras. | 12 months | $. | $. |

| | | | | |
|---|---|---|---|---|
| 11 | Cable TV and Residential Internet Service:<br>- Basic Internet = N/A<br>- IP Addresses = N/A<br>- Cable TV Connections = 01<br>- Digital Boxes = N/A<br>- HD Boxes = 01<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Final Avenida La Paz, frente antiguas instalaciones de La Bambino, instalaciones de La Bodega, Tegucigalpa, Honduras. | 12 months | $. | $. |
| 12 | Cable TV and Residential Internet Service:<br>- Basic Internet = 10 MB<br>- IP Addresses = 01<br>- Cable TV Connections = 04<br>- Digital Boxes = N/A<br>- HD Boxes = 04<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Edificio de la Embajada de Estados Unidos, Avenida La Paz, una cuadra después de Gasolinera TEXACO, Cuarto Piso, Oficina de INL, Tegucigalpa, Honduras. | 12 months | $. | $. |



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|---|---|---|---|---|
| 13 | Cable TV and Residential Internet Service:<br>- Basic Internet = 30 MB<br>- IP Addresses = N/A<br>- Cable TV Connections = 02<br>- Digital Boxes = N/A<br>- HD Boxes = 02<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Colonia Lomas del Guijarro, Calle Obdules, Avenida Republica de Costa Rica, Tegucigalpa, Honduras. | 12 months | $. | $. |
| 14 | Cable TV and Residential Internet Service:<br>- Basic Internet = 15 MB<br>- IP Addresses = N/A<br>- Cable TV Connections = 02<br>- Digital Boxes = N/A<br>- HD Boxes = 02<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Colonia Lomas del Guijarro, Calle Alfonso XIII, Casa # 3667, frente a Edificio Villars, Tegucigalpa, Honduras. | 12 months | $. | $. |
| 15 | Cable TV and Residential Internet Service:<br>- Basic Internet = 10 MB<br>- IP Addresses = 02<br>- Cable TV Connections = 03 | 12 months | $. | $. |

| | | | | |
|---|---|---|---|---|
| | - Digital Boxes = N/A<br>- HD Boxes = 03<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Colonia Lomas del Guijarro Sur, Etapa Coral Sur, Calle Ginebra, Bloque G, Lote 9, Tegucigalpa, Honduras. | | | |
| 16 | Cable TV and Residential Internet Service:<br>- Basic Internet = 30 MB<br>- IP Addresses = N/A<br>- Cable TV Connections = 04<br>- Digital Boxes = N/A<br>- HD Boxes = 04<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa<br><br>Address = Lomas del Guijarro Sur, Etapa Coral Sur, Calle Ginebra, Bloque G, Lote 1, Tegucigalpa, Honduras. | 12 months | $. | $. |
| 17 | Cable TV and Residential Internet Service:<br>- Basic Internet = 15 MB<br>- IP Addresses = N/A<br>- Cable TV Connections = 02<br>- Digital Boxes = N/A<br>- HD Boxes = 02<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = Tegucigalpa | 12 months | $. | $. |



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| | | | | |
|---|---|---|---|---|
| | Address = Colonia Lomas del Guijarro Sur, Calle Praga, Casa # 18B, Tegucigalpa, Honduras. | | | |
| 18 | Cable TV and Residential Internet Service:<br>- Basic Internet = N/A<br>- IP Addresses = N/A<br>- Cable TV Connections = 04<br>- Digital Boxes = N/A<br>- HD Boxes = 04<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = San Pedro Sula<br><br>Address = Lomas del Potosi, Etapa II, Casa # 1, San Pedro Sula, Cortes, Honduras. | 12 months | $. | $. |
| 19 | Cable TV and Residential Internet Service:<br>- Basic Internet = 10 MB<br>- IP Addresses = N/A<br>- Cable TV Connections = 01<br>- Digital Boxes = N/A<br>- HD Boxes = 01<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = San Pedro Sula<br><br>Address = Colonia Rio de Piedras, 5 y 6 Calle, 25 Avenida, San Pedro Sula, Cortes, Honduras. | 12 months | $. | $. |

| | | | | |
|---|---|---|---|---|
| 20 | Cable TV and Residential Internet Service:<br>- Basic Internet = 15 MB<br>- IP Addresses = N/A<br>- Cable TV Connections = 06<br>- Digital Boxes = N/A<br>- HD Boxes = 06<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = San Pedro Sula<br><br>Address = Colonia Universidad, 20 Calle, 09 Avenida, Casa # 21, portones color Café, San Pedro Sula, Cortes, Honduras. | 12 months | $. | $. |
| 21 | Cable TV and Residential Internet Service:<br>- Basic Internet = 10 MB<br>- IP Addresses = N/A<br>- Cable TV Connections = 01<br>- Digital Boxes = N/A<br>- HD Boxes = 01<br>- HBO+ Package = N/A<br>- FOX+ Package = N/A<br><br>City = San Pedro Sula<br><br>Address = Agencia Consular en San Pedro Sula, Edificio Principal del Banco Atlantida, 11 Piso, Oficina # 2, frente al Parque Central, San Pedro Sula, Cortes, Honduras. | 12 months | $. | $. |

| | |
|---|---|
| **SUB-TOTAL 2.2 - 7. Option Year Two for Standard Services**<br>Line Items 01 - 21 | **$.** |

**2.2 - 8. Installation Services – Option Year Two of Service –**

| Contract Line Item # | Description of Installation Services | Estimated Quantity | Price per Installation | Total Firm-Fixed Price |
|---|---|---|---|---|
| 22 | Initial Installation for Line Item 01 | 01 | $. | $. |
| 23 | Initial Installation for Line Item 02 | 01 | $. | $. |
| 24 | Initial Installation for Line Item 03 | 01 | $. | $. |

| | | | | |
|---|---|---|---|---|
| 25 | Initial Installation for Line Item 04 | 01 | $. | $. |
| 26 | Initial Installation for Line Item 05 | 01 | $. | $. |
| 27 | Initial Installation for Line Item 06 | 01 | $. | $. |
| 28 | Initial Installation for Line Item 07 | 01 | $. | $. |
| 29 | Initial Installation for Line Item 08 | 01 | $. | $. |
| 30 | Initial Installation for Line Item 09 | 01 | $. | $. |

| | | | | |
|---|---|---|---|---|
| 31 | Initial Installation for Line Item 10 | 01 | $. | $. |
| 32 | Initial Installation for Line Item 11 | 01 | $. | $. |
| 33 | Initial Installation for Line Item 12 | 01 | $. | $. |
| 34 | Initial Installation for Line Item 13 | 01 | $. | $. |
| 35 | Initial Installation for Line Item 14 | 01 | $. | $. |
| 36 | Initial Installation for Line Item 15 | 01 | $. | $. |

| | | | | |
|---|---|---|---|---|
| 37 | Initial Installation for Line Item 16 | 01 | $. | $. |
| 38 | Initial Installation for Line Item 17 | 01 | $. | $. |
| 39 | Initial Installation for Line Item 18 | 01 | $. | $. |
| 40 | Initial Installation for Line Item 19 | 01 | $. | $. |
| 41 | Initial Installation for Line Item 20 | 01 | $. | $. |
| 42 | Initial Installation for Line Item 21 | 01 | $. | $. |
| **SUB-TOTAL 2.2 - 8. Option Year Two for Installation Services**<br>Line Items 22 - 42 | | | | **$.** |



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**2.2 - 9. Relocation Services – Option Year Two of Service –**

| Contract Line Item # | Description of Relocation Services | Estimated Quantity | Price per Relocation Service | Total Firm-Fixed Price |
|---|---|---|---|---|
| 43 | Relocation service within Tegucigalpa | 19 | $. | $. |
| 44 | Relocation service within San Pedro Sula | 04 | $. | $. |
| **SUB-TOTAL 2.2 - 9. Option Year Two for Relocation Services**<br>Line Items 43 - 44 | | | | **$.** |
| **SUB-TOTAL 2.2 - 7. Option Year Two for Standard Services**<br>Line Items 01 - 21 | | | | **$.** |
| **SUB-TOTAL 2.2 - 8. Option Year Two for Installation Services**<br>Line Items 22 - 42 | | | | **$.** |
| **SUB-TOTAL 2.2 - 9. Option Year Two for Relocation Services**<br>Line Items 43 - 44 | | | | **$.** |



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|---|---|
| **OPTION YEAR TWO GRAND TOTAL FOR ALL SERVICES** | **$.** |

| **GRAND TOTAL CONTRACT PRICE, INCLUDING ALL OPTION YEARS** | |
|---|---|
| Base Period - Total Price | $ |
| Option Year One - Total Price | $ |
| Option Year Two - Total Price | $ |
| **GRAND TOTAL FIRM-FIXED PRICE FOR BASE YEAR PLUS ALL OPTION YEARS** | **$** |

During this contract period, the Government shall place orders totaling a minimum of **$ 2,000.00**. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed **$ 150,000.00**.



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CONTINUATION TO SF-1449, RFQ NUMBER 19H08020QXXXX
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

## I. SCOPE OF WORK

The purpose of this firm fixed price purchase order is to obtain cable TV and residential internet services.

Requirements and ranges per point of connection are provided and had been established based on current services requirements, speed/capacity and quantity of connections and/or equipment usually requested.

Standards per Delivery Order, no matter the location of the point of connection and/or services capacity:

1. Instalation should be performed on the three (03) following business days after Delivery Order has been placed.
2. Contractor must filter its clients through a Code Number or Client Number, that number shall be provided once installation has been performed.
3. The U. S. Embassy Building does not allow wi-fi signal at the moment to issue this Solicitation, cable is required instead. This same restriction may apply to other buildings where some point of connection must be located. Contractor must be ready to migrate these services to wi-fi signal once it is allowed for use inside U. S. Government Property Owned buildings and facilities without extra charge other than the included already in the Pricing Section.
4. The vendor must warrant service support on site if necessary 7X24X365, services must be coordinated directly with Embassy's Contracting Office Representative (COR) for the Delivery Order.
5. Contractor shall fix any service outage within twenty-four hours after the inconvenience has been reported when there is no reason or cause by force majeure events. If a technical visit to the point of connection is required, Contractor must send the complete names and ID numbers of the technicians within twenty-four hours and a solution is expected in the following twenty-four hours after the technical visit.
6. Contractor shall submit immediate notification by email to the COR when:
   6.1. Scheduled maintenance will interrupt service for any amount of time.
   6.2. Any unscheduled interruption of service takes place. Notification must include an estimated restoral time.
7. Services under any Delivery Order may change at any time during the period of performance of the contract. Contractor will be informed through the award of the modification of the Delivery Order and change is expected withing three (03) business days after order has been awarded.
8. Desinstallation, when a point of connection is no longer required, should be performed in the following three (03) business days after cancellation of services notice or culmination of contract has been sent to the Contractor, this in the escneario there is no force majeure event. If Contractor fails to recover material and equipment used at the point of connection after 06 months once this has been identified as ready for desinstallation, the COR and / or

POC may dispose this material or equipment and shall not be held responsible or accountable for it.

II. GENERAL:

A. The U. S. Mission in Honduras has a requirement for one base year and two option years, best quality residential internet, clear TV signal (standard, digital and/or HD) and Public IP addresses.

The U. S. Mission in Honduras reserves the right to increase or decrease the internet speed, change the type of cable TV services and must request the Public IPs or notify the Contractor when some of those IPs are no longer required.

B. This service shall be via whatever facilities are available to the Contractor, with the exemption to those points of connection inside the U. S. Embassy Building where wi-fi signal is against some internal restrictions. The service shall be for the exclusive use of the sections and agencies of the U. S. Mission in Honduras or any approved-local entity they decide to support by funding these services that are expected 24-hours per day, 7 days per week, and 52 weeks per year.

C. The Contractor shall coordinate the service and shall be responsible for the technical sufficiency of the circuits, including services necessary to establish, operate, and restore the circuit. Including the modems and terminal equipment, the Contractor shall provide all equipment, materials, and supplies required to provide the service which includes. If required, signal element timing shall be provided by the Contractor's facility.

D. The Contractor shall provide technical support to ensure uninterrupted service covered in this contract. The Contractor shall provide, properly adjust, and maintain the circuit for continuous use. The Contractor shall ensure that the circuit complies with service changes, additions, or deletions as required under this contract.

E. Services. This is a firm fixed-price contract for the lease of one base year and two option years of cable TV and residential internet services which also include the requirement of public IP addresses.

F. Term of Contract: The required circuits, equipment and connections shall be installed and delivered to the Destination Point on or before 03 buisness days after the Delivery Order has been awarded.

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

1. Name of Contractor;
2. Contractor's Registro Tributario Nacional (RTN);
3. Date of Invoice;

4. Original Invoice Number based on the range provided once registered under the Billing System by Servicio de Administración de Rentas de Honduras (SAR) or Ministerio de Finanzas;
5. Contract number;
6. Task or Delivery Order number, as applicable;
7. Customer Code / Client Number;
8. Description of the item, or service actually provided;
9. Period when service is provided;
10. Signature, Name and Phone number of Company representative authorized to sign invoices;
11. Remit to address
12. Credits with explanation and period covered.
13. Total must be tax-exempted.

Failure to submit Invoices which do not identify this information shall be returned without payment to the Contractor for correction and without any interruption in services. If the Contractor subcontracts payment collection services, the subcontractor shall not contact any Contracting Officer Representatives (CORs). Inquieries, follow-ups and questions regarding payment status should be addressed by the Contractor's Project Manager or Billing Collection Department.

A standard billing process - including dates to submit pro-form invoices by the Contractor, dates to send the tax exemption form by the Contracting Officer Representatives and/or Points Of Contact, and dates to submit the tax exempted invoice by the Contractor - will be defined in the first three months of the execution of the Contract, considering the feedback from the CORs and the billing process of the Contractor.

H. Authorized Instruction to Contractor

a. No person or agency other than the Contracting Officer (CO) is authorized to give instruction, orders or directions on behalf of the Government to the Contractor or his employees, unless such person or agency is authorized in writing by the CO to so act. The authority of such person or agency is strictly limited to the written authorization provided by the CO. The duty is upon the Contractor to determine the authority of such person or agency. Any questions regarding the authority of such person or agency should be directed to the CO in writing.

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

I. Release of Information

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

2. The request for public release of information should be addressed to the Contracting Officer through an email to: proctgu@state.gov.

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

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

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

| Performance Objective | Scope of Work Para | Performance Threshold |
|---|---|---|
| Services.<br>Performs all work, including furnishing all labor, installation, material and equipment to provide cable TV and residential internet services, in Tegucigalpa and San Pedro Sula for the U. S. Mission, services set forth in the scope of work. | 1. thru 6. | All required services are performed and no more than one (01) customer complaint is received per month per delivery orders under this contract. |

**52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)**

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

*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

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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

(b) *Prohibition.* 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 Federal Acquisition Regulation 4.2104.

(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. 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.

(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), 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 – COMMERICAL ITEMS (OCT 2018) AND (DEVIATION 2017-02) (JUNE 2017), is incorporated by reference (see SF-1449, Block 27A)

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (JUN 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).
(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate.]
__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUNE 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUNE 2020) (41 U.S.C. 3509)).
__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUNE 2020) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
**X** (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUNE 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
__ (5) [Reserved].
__ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
__ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
**X** (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUNE 2020) (31 U.S.C. 6101 note).
__ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).
__ (10) [Reserved].
__ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).
__ (ii) Alternate I (MAR 2020) of 52.219-3.
__ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (ii) Alternate I (MAR 2020) of 52.219-4.
__ (13) [Reserved]
__ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).
__ (ii) Alternate I (MAR 2020).
__ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).
__ (ii) Alternate I (MAR 2020) of 52.219-7.
__ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).
__ (17)(i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4)).
__ (ii) Alternate I (Nov 2016) of 52.219-9.
__ (iii) Alternate II (Nov 2016) of 52.219-9.
__ (iv) Alternate III (JUN 2020) of 52.219-9.
__ (v) Alternate IV (JUN 2020) of 52.219-9.
__ (18) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
__ (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).
__ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
__ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657 f).
__ (22) (i) 52.219-28, Post Award Small Business Program Representation (MAR 2020) (15 U.S.C. 632(a)(2)).
__ (ii) Alternate I (MAR 2020) of 52.219-28.
__ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (MAR 2020) (15 U.S.C. 637(m)).
__ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (MAR 2020) (15 U.S.C. 637(m)).
__ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
__ (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).
__ (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
**X** (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 (Sept 2016) (E.O. 11246).
__ (ii) Alternate I (FEB 1999) of 52.222-26.
__ (31) (i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
__ (ii) Alternate I (JUL 2014) of 52.222-35.



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__ (32) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
__ (ii) Alternate I (JUL 2014) of 52.222-36.
__ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
__ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
**X** (35)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).
__ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
__ (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
__ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
__ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
__ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
__ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
__ (ii) Alternate I (Oct 2015) of 52.223-13.
__ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
__ (ii) Alternate I (Jun 2014) of 52.223-14.
__ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
__ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
__ (ii) Alternate I (Jun 2014) of 52.223-16.
**X** (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
__ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
__ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
__ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
__ (ii) Alternate I (JAN 2017) of 52.224-3.

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

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this

contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate.]
__ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
__ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment.Requirements (May 2014) (41 U.S.C. chapter 67).
__ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services.Requirements (May 2014) (41 U.S.C. chapter 67).
__ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
__ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).
(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.
(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the

Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause.
(i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).
(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (section 1634 of Pub. L. 115-91)
(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232)
(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702 (a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
(vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212)
(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
(xiii)
__(A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O 13627).
__(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
(xix)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
(B) Alternate I (Jan 2017) of 52.224-3.
(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
(End of clause)

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. 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 locations 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, Excite) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATION CLAUSES ARE INCORPORATED BY REFERENCE:

| CLAUSE | TITLE AND DATE |
|---|---|
| 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) |
| 52.204-18 | COMMERCIAL AND GOVERNMENTENTITY CODE MAINTENANCE (JUL 2016) |
| 52.225-14 | INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000) |
| 52.232-39 | UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013) |

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

52.216-18 ORDERING (OCT 1995)

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

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

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

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **$ 2,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of **$ 2,000.00**;

(2) Any order for a combination of items in excess of **$ 150,000.00**; or

(3) A series of orders from the same ordering office within one day that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

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

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the end of second option year if FAR 52.217-8 is not executed.

*Alternate I (Apr1984*). If the requirements contract is for nonpersonal services and related supplies and covers estimated requirements that exceed a specific Government activity's internal capability to produce or perform, substitute the following paragraph (c) for paragraph (c) of the basic clause:

(c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.

*Alternate II (Apr1984).* If the requirements contract includes subsistence for both Government use and resale in the same Schedule, and similar products may be acquired on a brand-name basis, add the following paragraph (g) to the basic clause:

(g) The requirements referred to in this contract are for items to be manufactured according to Government specifications. Notwithstanding anything to the contrary stated in the contract, the Government may acquire similar products by brand name from other sources for resale.

*Alternate III (Oct1995).* If the requirements contract involves a partial small business set-aside, substitute the following paragraph (c) for paragraph (c) of the basic clause:

(c) The Government's requirements for each item or subitem of supplies or services described in the Schedule are being purchased through one non-set-aside contract and one set-aside contract. Therefore, the Government shall order from each Contractor approximately one-half of the total supplies or services specified in the Schedule that are required to be purchased by the specified Government activity or activities. The Government may choose between the set-aside Contractor and the non-set-aside Contractor in placing any particular order. However, the Government shall allocate successive orders, in accordance with its delivery requirements, to maintain as close a ratio as is reasonably practicable between the total quantities ordered from the two Contractors.

*Alternate IV (Oct1995).* If the contract includes subsistence for both Government use and resale in the same Schedule and similar products may be acquired on a brand-name basis and the contract also involves a partial small business set-aside, substitute the following paragraph (c) for paragraph (c) of the basic clause and add the following paragraph (g) to the basic clause:

(c) The Government's requirements for each item or subitem of supplies or services described in the Schedule are being purchased through one non-set-aside contract and one set-aside contract. Therefore, the Government shall order from each Contractor approximately one-half of the total supplies or services specified in the Schedule that are required to be purchased by the specified Government activity or activities. The Government may choose between the set-aside Contractor

and the non-set-aside Contractor in placing any particular order. However, the Government shall allocate successive orders, in accordance with its delivery requirements, to maintain as close a ratio as is reasonably practicable between the total quantities ordered from the two Contractors. (g) The requirements referred to in this contract are for items to be manufactured according to the Government specifications. Notwithstanding anything to the contrary stated in the contract, the Government may acquire similar products by brand name from other sources for resale.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (03) years, including base and all options years.

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

Funds are not presently available for performance under this contract beyond September 30, 2020. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2020, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

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

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

2) Clearly identify themselves and their contractor affiliation in meetings;

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

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

(End of clause)

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

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

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

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

652.232-70 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 per Delivery Order digitally to email address facturastgu@state.gov following the instructions that will be issued once this Contract is awarded. 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:

| |
|---|
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| |

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

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

(b) The CORs / POCs for this contract are:

b.01. COR Surveillance Detention Coordinator – RSO/SDU
b.02. COR Legal Assistant - DOJ/CD
b.03. COR DHS Investigator – DHS/CBP
b.04. COR Supervisor - MOTORPOOL
b.05. COR Program Assistant – INL ANTI GANG
b.06. COR Administrative Assistant – DOJ/FBI
b.07. COR Administrative Management Assistant – MGT/IMO/ISC
b.08. COR Detachment Commander Marine Security Guard – RSO/MSG
b.09. COR Program Assistant – INL/PROG
b.10. COR Supply Assistant – WAREHOUSE
b.11. COR Program Assistant – INL/PROG
b.12. COR Resource Coordination Specialist – PD
b.13. COR American Citizen Services Assistant – CONS

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

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

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

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

## SECTION 3 - SOLICITATION PROVISIONS

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

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

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

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

(1) The name, address and telephone number of the offeror

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

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

(3.1) List of clients over the past three 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.

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

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

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

(6) Confirm whether or not CNN in English and FOX News in English can be provided as part of the Cable TV Services and if it requires any special conditions

(7) Confirm that a single Delivery Order may be requested as minimum per one (01) month, maintaining the proposed prices and with no restrictions on the Contractor's side

(8) Provide the current billing process implemented considering tax-exempted services, which must include but not be limited to:

- Range of dates to submit pro-form invoice by the Contractor to the COR or POC
- Range of dates to receive the tax exoneration form from the COR or POC
- Range of dates to submit the original tax-exempted invoice by the Contractor

(9) Provide the Trouble Escalation Procedure

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

(10.1) any property of the Contractor,
(10.2) its officers,
(10.3) agents,
(10.4) servants,
(10.5) employees, or
(10.6) any other person,

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

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:

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

## SECTION 4 - EVALUATION FACTORS

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

The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options. Acceptability will be determined by assessing the offeror's compliance with the terms of the RFQ. Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

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

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

THE FOLLOWING FAR PROVISIONS ARE PROVIDED IN FULL TEXT:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

**52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)**

The Offeror shall not complete the representation in 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 the provision at 52.204-26, Covered Telecommunications Equipment or Services-Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

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

"Covered telecommunications equipment or services", "critical technology", and "substantial or essential component" have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*. 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. Contractors are not prohibited 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.

(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 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.

(e) *Disclosures.* If the Offeror has represented in paragraph (d) of this provision that it "will" provide covered telecommunications equipment or services", the Offeror shall provide the following information as part of the offer—

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

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

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, 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).

(End of provision)

52.204-26 Covered Telecommunications Equipment or Services-Representation (DEC 2019)

(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.

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

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

(End of provision)

FAR 52.212.-3 Offeror Representations and Certifications-Commercial Items (JUN 2020)

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

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

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

*Forced or indentured child labor* means all work or service—

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

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

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

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

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

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

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

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

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

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



ENSITIVE BUT UNCLASSIFIED

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 veteransor, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

*Small disadvantaged business concern*, consistent with13 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 at13 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 CFR124.104(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 least51 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 Order11246-

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[*List as necessary*]

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

(g)

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

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

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

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

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

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

[*List as necessary*]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

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

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

[*List as necessary*]

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

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

Canadian or Israeli End Products:

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

[*List as necessary*]

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

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

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

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



ENSITIVE BUT UNCLASSIFIED

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

[*List as necessary*]

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

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

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

Other End Products:

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

[*List as necessary*]

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

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

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

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

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

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

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

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

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

(ii) *Examples*.

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

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

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

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

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

(1) *Listed end products.*

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



ENSITIVE BUT UNCLASSIFIED

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

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

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

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

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

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

(2) □ Outside the United States.

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

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

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

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

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

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

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt

subcontract) to the general public in substantial quantities in the course of normal business operations;

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

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

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

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

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

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

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

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

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

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

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;
Other _____.

(5) *Common parent*.
Offeror is not owned or controlled by a common parent;
Name and TIN of common parent:

Name _____.
TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(*Do not use a "doing business as" name*)

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

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

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

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

(2) The Offeror represents that–

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

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

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

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

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

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name:_____.
(*Do not use a "doing business as" name*).

(s) [Reserved].

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

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

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

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

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

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

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

(u)

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

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

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

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

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

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

(End of Provision)

Add the following provision in full text:

**52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (JUN 2020)**

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

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

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

*United States person* as defined in 26 U.S.C. 7701(a)(30) means—

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if—

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

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

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

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

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

(1) It [__]is [__]is not a foreign person; and

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

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

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

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.
(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.
(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. **For questions relating to the interpretation of the IRS regulations go to *https://www.irs.gov/help/tax-law-questions***.

- **(End of provision)**

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

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

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

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

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

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

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