



*Embassy of the United States of America*

American Embassy of Guatemala  
June 21, 2012

To: Prospective Quoters

Subject: Request for Quotations number **SGT50012Q0022**

Enclosed is a Request for Quotations (RFQ) for **Dedicated High Speed Internet Fiber Optic Redundant Connectivity through a Local ISP of 4 Mbps, availability for 13 IP Public Addresses**. If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

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

Quotations are due by July 19, 2012 no later than 17:00 hrs. Oral quotations will not be accepted.

Sincerely,

A handwritten signature in blue ink that reads "Richard Behnke".

Richard Behnke  
Contracting Officer

Enclosure

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1 REQUISITION NUMBER 1831757	PAGE 1 OF 31	
2 CONTRACT NO	3 AWARD/EFFECTIVE DATE (mm-dd-yyyy)	4 ORDER NUMBER	5 SOLICITATION NUMBER SGT50012Q0022	6 SOLICITATION ISSUE DATE (mm-dd-yyyy) 06-21-2012		
7 FOR SOLICITATION INFORMATION CALL	a NAME VALERIE VALDEZ VESCO		b TELEPHONE NUMBER (No collect calls) 502 2326 4232	8 OFFER DUE DATE/ LOCAL TIME 07/19/2012 17:00		
9. ISSUED BY AMERICAN EMBASSY GUATEMALA CITY-HHS-CDC Avenida Reforma 7-01, zona 10 ATT: GSO PROCUREMENT SECTION Guatemala GUATEMALA			CODE GT500	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN- <input type="checkbox"/> 8(A) OWNED SMALL BUSINESS		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12 DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING		
15 DELIVERY TO US EMBASSY GUATEMALA- PROCUREMENT SECTION Avenida Reforma 7-01, zona 10 Guatemala			CODE GT500	16. ADMINISTERED BY US EMBASSY GUATEMALA- PROCUREMENT SECTION Avenida Reforma 7-01, zona 10 SECTION Guatemala		
17a CONTRACTOR/ OFFEROR ALL PROSPECTIVE OFFERORS	CODE	FACILITY CODE	18a PAYMENT WILL BE MADE BY AMERICAN EMBASSY GUATEMALA CITY 1era. Avenida 7-41, zona 10, ATTN: CAJERO Guatemala, Guatemala			
TELEPHONE NO			CODE GT500			
<input type="checkbox"/> 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			
19 ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Dedicated High Speed Internet Connectivity through a Local ISP of 4 Mbps. Availability for 13 IP Public Addresses for NAS Guatemala. Includes wide band internet service through Fiber Optical Redundant: as detailed in attached scope of work. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>		12	MO	0.00	0.00
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only) 0.00		
<input checked="" type="checkbox"/> 27a SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND 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			<input type="checkbox"/> 29. AWARD OF CONTRACT. REF. _____ OFFER DATED _____ (mm-dd-yyyy) YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, AS 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 (mm-dd-yyyy)	31b. NAME OF CONTRACTING OFFICER (Type or Print) <i>Richard B. [Signature]</i>		31c. DATE SIGNED (mm-dd-yyyy) <i>6/21/2012</i>		

## TABLE OF CONTENTS

### Section 1 - The Schedule

- SF 1449 cover sheet
- Continuation To SF-1449. RFQ Number **S-GT50012Q0022**, Prices, Block 23
- Continuation To SF-1449. RFQ Number **S-GT50012Q0022**. Schedule Of Supplies/Services, Block 20 Description/Specifications/Work Statement

### Section 2 - Contract Clauses

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

### Section 3 - Solicitation Provisions

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

### Section 4 - Evaluation Factors

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

### Section 5 - Offeror Representations and Certifications

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

**SECTION 1 - THE SCHEDULE**

**CONTINUATION TO SF-1449  
RFQ NUMBER S- GT50012Q0022  
PRICES BLOCK 23**

**I. Scope of Services - US EMBASSY GUATEMALA-NAS**

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

**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 **four (4)** option years.

1. The Contractor shall furnish all engineering, labor, tools, equipment, materials, supplies and services to provide the required circuit as specified under Section 1. hereof:
2. Prices. In consideration of satisfactory performance of the services required under this contract, the Contractor shall be paid for a firm fixed-price (FFP) per month as stated in the schedule below in QUETZALES.

2.1. The firm fixed-prices are in Quetzales:

ITEM	SERVICES	QTY/UM	UNIT PRICE	TOTAL FIRM FIXED PRICE
<b>Base Year</b>				
001	Nonrecurring Installation Charge <b>For a Four (4) Mbps Circuit</b>	1 each	_____	_____
002	Monthly Recurring Charge <b>For Four (4) Mbps Circuit</b>	12 MO	_____	_____
<b>Total Price Base Year</b>				_____
<b>First Option Year</b>				
003	Monthly Recurring Charge <b>For Four (4) Mbps Circuit</b>	12 MO	_____	_____
<b>Total Price First Year</b>				_____

**Second Option Year**

004 Monthly Recurring Charge For Four (4) Mbps Circuit 12 MO \_\_\_\_\_

**Total Price Second Year** \_\_\_\_\_

**Third Option Year**

005 Monthly Recurring Charge For Four (4) Mbps Circuit 12 MO \_\_\_\_\_

**Total Price Third Year** \_\_\_\_\_

**Fourth Option Year**

006 Monthly Recurring Charge For Four (4) Mbps Circuit 12 MO \_\_\_\_\_

**Total Price Fourth Year** \_\_\_\_\_

**Base Period:** 0

**First Option Year:** 0

**Second Option Year:** 0

**Third Option Year:** 0

**Fourth Option Year:** 0

**Grand total Firm-Fixed Price for Base Year plus all option Years:** 0

The Department requests the contractor to provide pricing for future increases/decreases in circuit bandwidth. These prices are subject to reevaluation at the time of request by Department of State for a change in the service provided under this contract.

The Department reserves the right to validate all pricing data against current industry trends for similar services for all future modifications to increase or decrease required bandwidth.

If upgraded circuits are available, contractor shall provide prices as shown below.

<b>Circuit Speed</b>	<b>Monthly Recurring Cost</b>
----------------------	-------------------------------

6 Mbps	_____
--------	-------

8 Mbps	_____
--------	-------

10 Mbps	_____
---------	-------

**CONTINUATION TO SF-1449  
RFQ NUMBER S- GT50012Q0015  
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 a **Dedicated High Speed Internet Fiber Optic Redundant Connectivity through a Local ISP of 4 Mbps, Availability for 13 IP Public Addresses** for the NAS located at **1ra. Avenida 7-59, zona 10 in Guatemala City, Guatemala**

**SERVICE: INTERNET**

A. General:

**The Department of State- NAS** has a requirement for one full period, dedicated, fiber optic Redundancy Internet Connection. The circuit shall be completely transparent to four (4) Mbps data, with no bits added to or deleted from the bit stream provided to the interface of the NAS – Guatemala equipment availability for 13 IP Public Addresses.

**The Department of State- NAS** reserves the right to increase or decrease this digital circuit bandwidth requirement from no less than Four (4) Mbps within 30 days written notice to the contractor. The contractor is to provide fractional fixed cost pricing for this increase or decrease of digital service. The availability of this circuit shall not be less than **99.99** percent per year over the period of the contract.

B. The number of Public IPs should be 13, these public IPs should be free to use them as required within 5 segments of different networks besides internal network, all of them using the same public IP assigned to the gateway to access Internet.

C. Type of connection should be Fiber Optic.

D. Circuit must be terrestrial and direct from the local ISP to NAS Offices, and requires a redundant separate circuit from the ISP, in order to prevent cable cut off.

E. The Router must be Juniper NetScreen-208 and must provide at least 8 Fast-Ethernet 10/100 mbps on each LAN port.

F. Two Transceivers (media converters) per circuit.

G. Router and Transceiver must be given by the ISP provider as a part of the service, and not sell them to NAS, and if an event of malfunction occurs with any of the devices (Router, Transceiver, Fiber Optic Cable), they should be replaced/repared as a part of the service, and should be fully restored and working at NAS Offices within a maximum period of time of 3 hours.

- H. The required circuits shall be installed and delivered to NAS offices 10 calendar days after Contract Award.
- I. Digital bandwidth shall provide 4 Mbps Symmetrical (Full Duplex) for the main link and 4 Mbps Symmetrical (Full Duplex) for the secondary link. –
- J. Internet connection must achieve true 99.999% uptime and service availability per year, in order to comply with the “9s” table that specified that the service will be down a maximum of 5.26 minutes per year, and in case of a critical external event, the service should be reestablished within a period of 2 hours.
- K. Service Availability Acceptance Level is computed by 365 calendar days times 24 hours per day times 99.999%.
- L. If service downtime exceeds 8 hours, the exceeding time shall be deducted from the monthly payment.
- M. No special filters other than the ones required for normal operation shall be installed on the connections. If any additional filter should be applied, they must be approved by NAS Computer Department, none of the standard filters should deny any remote connections already established to our servers.
- N. Option to increase the bandwidth of the service could be requested when needed as discretion of NAS Computer Department based on hardware and software needs, and not necessarily a constant and yearly increase.
- O. The Service Provider shall perform preventive maintenance and/or replacement of the installed equipment 4 times a year in order to ensure Service and Equipment quality. –
- P. As for the Redundancy circuits, in case of a downtime on the main circuit, the backup circuit shall become available automatically, and the downed circuit (either the main or the backup circuit) must be restored as mentioned in (J).
- Q. The service provider must assure that the fiber optics cable connected to NAS will not be shared with any other person or company.
- R. An exclusive and secure web page shall be provided in order to monitor internet service performance; both, main and secondary circuits should be displayed to check consistency of service. This service shall include a unique user name and password controlled by NAS Computer Department.
- S. A diagram or map, should be provided in order to know the paths of main and secondary circuit.
- T. Helpdesk and technical support should be available 24/7.
- U. In case of a change of the current ISP, the Public IPs that are linked to our Domain Name in Internet, that are managed by Universidad del Valle de Guatemala, should be notified within at least a week in advance to NAS in order to contact Universidad Del Valle de Guatemala, to redirect any traffic to the new IPs assigned, and the new installation (if another ISP is selected)

have to be up, tested and running prior to disconnect the current ISP, with all the above requirements. –

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

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

X. Inspection and Acceptance. Unless specified in the Contract, the Government shall require a period not to exceed 24 hours in order to perform testing to determine acceptance of the required circuit. Lease circuit must meet service performance and availability as defined in CCITT recommendations for digital service. The U.S. destination point or the U.S. foreign post shall conduct the testing.

Y. Term of Contract: The required circuit shall be installed and delivered to the Destination Point **10 calendar days** after Contract Award. Upon successful installation and acceptance by the Government of the required circuit, the contractor shall be provided, in writing, notice to proceed and shall provide contractual services for a twelve (12) month period, commencing on the date specified in the notice to proceed.

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

AA. Option to extend, if exercised, as reflected in Section 1, shall be for Twelve (12) months each, commencing at the expiration of the previous period of performance or a negotiated period.

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

- 1 Name of Contractor;
- 2 Date of Invoice;
- 3 Invoice Number
- 4 Contract number;
- 8 Description of the item, or service actually provided;
- 9 Period of performance of service or date item is provided;

- 10 Block/Space reserved for COR acceptance signature and date;
- 11 Signature, Name and Phone number of Company representative authorized to sign Invoices;
- 12 Remit to address
- 13 Name, phone number and Mailing address to whom any disputed invoices should be addressed;
- 14 Credits with explanation and period covered.

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

CC. The circuit described above is exempt, under Article 34 of the Vienna Convention on Diplomatic Relations, from the Special Access Surcharges or foreign taxes, including Value Added Taxes.

DD. 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) (including a "specially authorized representative(s)" pursuant to the contract clause entitled "Notification of Changes") 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.

EE. 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:  
***Procurement Section in the United States Embassy Guatemala***

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.

## SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4, CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2012), is incorporated by reference. (See SF-1449, block 27a).

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (May 2012)

(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) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)),  
\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

[X] \_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

[X] \_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter I (41 U.S.C. 251 note)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

\_\_\_ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

\_\_\_ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

\_\_\_ (8) [52.209-10](#). Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_\_ (9) [52.219-3](#). Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

\_\_\_ (10) [52.219-4](#). Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

\_\_\_ (11) [Reserved]

\_\_\_ (12)(i) [52.219-6](#). Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).

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

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

\_\_\_ (13)(i) [52.219-7](#). Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

\_\_\_ (ii) Alternate I (Oct 1995) of [52.219-7](#).

\_\_\_ (iii) Alternate II (Mar 2004) of [52.219-7](#).

\_\_\_ (14) [52.219-8](#). Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

\_\_\_ (15)(i) [52.219-9](#). Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).

\_\_\_ (ii) Alternate I (Oct 2001) of [52.219-9](#).

\_\_\_ (iii) Alternate II (Oct 2001) of [52.219-9](#).

\_\_\_ (iv) Alternate III (Jul 2010) of [52.219-9](#).

\_\_\_ (16) [52.219-13](#). Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).

\_\_\_ (17) [52.219-14](#). Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).

\_\_\_ (18) [52.219-16](#). Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

\_\_\_ (19)(i) [52.219-23](#). Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (June 2003) of [52.219-23](#).

\_\_\_ (20) [52.219-25](#). Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

\_\_\_ (21) [52.219-26](#). Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

\_\_\_ (22) [52.219-27](#). Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).

\_\_\_ (23) [52.219-28](#). Post Award Small Business Program Rerepresentation (Apr 2012) ([15 U.S.C. 632\(a\)\(2\)](#)).

- \_\_ (24) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- \_\_ (25) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- \_\_ (26) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- \_\_ (27) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- \_\_ (28) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- \_\_ (29) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- \_\_ (30) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- \_\_ (31) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- \_\_ (32) [52.222-37](#), Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- \_\_ (33) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_ (34) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- \_\_ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (36) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- \_\_ (37)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- \_\_ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- \_\_ (38) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- \_\_ (39) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- \_\_ (40)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Mar 2012) ([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, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, and Pub. L. 112-41).
- \_\_ (ii) Alternate I (Mar 2012) of [52.225-3](#).
- \_\_ (iii) Alternate II (Mar 2012) of [52.225-3](#).
- \_\_ (41) [52.225-5](#), Trade Agreements (Mar 2012) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301 note](#)).

\_\_\_ (42) [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).

\_\_\_ (43) [52.226-4](#). Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_\_ (44) [52.226-5](#). Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_\_ (45) [52.232-29](#). Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

\_\_\_ (46) [52.232-30](#). Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

\_\_\_ (47) [52.232-33](#). Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

\_\_\_ (48) [52.232-34](#). Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

\_\_\_ (49) [52.232-36](#). Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).

\_\_\_ (50) [52.239-1](#). Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

\_\_\_ (51)(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](#).

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

\_\_\_ (1) [52.222-41](#). Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

\_\_\_ (2) [52.222-42](#). Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

\_\_\_ (3) [52.222-43](#). Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

\_\_\_ (4) [52.222-44](#). Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

\_\_\_ (5) [52.222-51](#). Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

\_\_\_ (6) [52.222-53](#). Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

\_\_\_ (7) [52.226-6](#). Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_ (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

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

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

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

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

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

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter I ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [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](#).

- (viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
  - (ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)),  
\_\_\_\_ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
  - (x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
  - (xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).
  - (xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).
  - (xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
  - (xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (End of clause)

## ADDENDUM TO CONTRACT CLAUSES

### FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of a network "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current Far clauses.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
52.204-9	Personal Identify Verification of Contractor Personnel (JAN 2011)
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)

The following FAR clauses are included in full text:

52.217-8 Option to Extend Services (NOV 1999) (if order is for services and contains options)

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) (if order is for services and contains options)

(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 five (5) 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. 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, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

(End of clause)

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

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

(b) Invoice Submission. The contractor shall submit invoices in an original to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e). Submitted Invoice must include Value Added Tax (VAT) **and must be in local currency, Guatemalan Quetzales.** For additional information refer to Section 4 of this RFQ.

(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:

---

---

---

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

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

(b) The COR for this contract is **NAS ADMINISTRATOR SYSTEM (NAS)**

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 (FEB 2012), is incorporated by reference. (See SF-1449, block 27a).

#### ADDENDUM TO 52.212-1

None

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

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

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

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of a network "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

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

<u>Clause</u>	<u>Title and Date</u>
52.204-6	Contractor Identification Number -- Data Universal Numbering System (DUNS) Number (APR 2008)
52.214-34	Submission of Offers in the English Language (APR 1991)

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

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to:

U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Paula M. Bravo, Management Officer, at **PBX (502) 2326 4000 or FAX (502) 2326 4652**. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

Additional Instructions:

- A. This solicitation requires the submission of pricing in local currency.
- B. Separate charges, in any form, are not solicited. For example, proposals containing any charges for failure of the Government to exercise any options will be rejected. The Government shall not be obligated to pay any charges other than the contract price, under Article 34 of the Vienna Convention on Diplomatic Relations, from the Special Access Surcharges or foreign taxes, including Value Added Taxes.
- C. Unless otherwise provided in this solicitation, the definitions for all telecommunications terms used herein are contained in Federal Standard 1037A (FED-STD-1037A), Glossary of Telecommunication Terms, dated June 26, 1986.
- D. The price offered shall include costs and profit as proposed by the offeror for performing all the requirements of the completed contract as set forth in this solicitation. The costs and profit should take into consideration magnitude and realism (from both a technical and cost perspective).

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

F. Each CLIN shall be separately priced and detailed cost information for each shall be provided as a summary level of all CLINs. Failure to enter either a price or one of the no charge notations, i.e., leaving the space blank, may render the quotation unacceptable, additionally entering "Not Separately Priced" or "NSP" is not acceptable.

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

## SECTION 4 - EVALUATION FACTORS

Award will be made to the lowest priced, technically acceptable, responsible offeror. Proposals shall include a completed solicitation. You are encouraged to include additional information that will complement the technical specifications or the offered service. The Government reserves the right to reject proposals that are unreasonably low or high in price.

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

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

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

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

## SECTION 5 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS

### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (APR 2012).

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

“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.

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 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.

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

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

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

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

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

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

or  
(6) Have been voluntarily suspended.

“Sensitive technology”—

(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”— RESERVED

“Small business concern” RESERVED

“Subsidiary” RESERVED

“Veteran-owned small business concern” RESERVED

“Women-owned business concern” RESERVED

“Women-owned small business concern” RESERVED .

“Women-owned small business (WOSB) RESERVED

(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 posted on the Online Representations and Certifications Application (ORCA) website.

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

(c) RESERVED

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352)*. 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) RESERVED

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. 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) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 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)*.

(1) *Listed end products.*

(2) *Certification.*

(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* 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; or
- (2)  Outside the United States.

(k) RESERVED

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)).

(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\(e\)](#) 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\(e\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

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

- TIN: \_\_\_\_\_.
- TIN has been applied for.
- TIN is not required because:
  - Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - Offeror is an agency or instrumentality of a foreign government;
  - Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other \_\_\_\_\_.

(5) *Common parent*.

- o Offeror is not owned or controlled by a common parent;
- o 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) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code [25 U.S.C. 7874](#).

(2) *Representation.* By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Sanctioned activities relating to Iran.*

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

(2) *Representation and Certification.* 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; and

(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.

(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.

(End of provision)