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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER <b>PR2189163/2197696/2189137/2188694</b>		PAGE 1 OF 64	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>S-IZ100-13-R-0011</b>	
6. SOLICITATION ISSUE DATE <b>4/1/2013</b>		7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>Stan Parmentier, Contracting Officer</b>		b. TELEPHONE NUMBER(No collect calls) <b>BaghdadGSOProcBid@state.gov</b>	
8. OFFER DUE DATE/ LOCAL TIME <b>5/10/2013 at 16:30</b>		9. ISSUED BY <b>General Services Office</b> U.S. American Embassy – Baghdad International Zone, Baghdad, Iraq		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: ___ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM    NAICS: <input type="checkbox"/> SERVICE-DISABLED <input type="checkbox"/> EDWOSB VETERAN-OWNED <input type="checkbox"/> 8 (A)    SIZE STANDARD: 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	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO <b>General Services Office</b> U.S. American Embassy – Baghdad International Zone, Baghdad, Iraq		CODE		16. ADMINISTERED BY <b>Information Resource Management</b> U.S. American Embassy – Baghdad International Zone, Baghdad, Iraq		CODE	
17a. CONTRACTOR/OFFERER CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY <b>Financial Management Office</b> U.S. American Embassy – Baghdad, Iraq		CODE	
<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 type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES <b>See schedule</b> <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>			
<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. <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 checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <b>1</b> 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 _____. 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 <i>(SIGNATURE OF CONTRACTING OFFICER)</i>			
30b. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY			
41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY ( <i>Print</i> )			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT ( <i>Location</i> )		
		42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS		

**SECTION 1 - THE SCHEDULE  
CONTINUATION TO SF-1449  
RFP NUMBER S-IZ100-13-R-0011  
PRICES, BLOCK 23**

I. Scope of Services

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

II. Period of Performance

The contract will be for a one-year period, effective from the date of the contract award and continuing for a period of 12 months, with one one-year option to extend the term of the contract.

III. Place of Performance

The Contractor shall furnish all engineering, labor, tools, equipment, materials, supplies and services to provide the required circuits at the U.S. American Embassy in Baghdad, at Baghdad Diplomatic Support Center (BDSC) in Baghdad and at the U.S. American Consulate General in Basrah, Republic of Iraq, as specified under Section 1, CONTINUATION TO SF-1449, RFP NUMBER S-IZ100-13-R-0011 SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20, DESCRIPTION/SPECIFICATIONS/WORK STATEMENT.

IV. Type of Contract

This is a Firm Fixed Price Indefinite-Delivery, Indefinite-Quantity Contract. The Government will place task orders on Optional Form-347 and Optional Form-348. Task orders shall be on the firm fixed unit prices.

V. Prices.

1. 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. Carrier shall be responsible for payment end-to-end circuit billing.
2. The firm fixed prices are stated in \_\_\_\_\_ (offeror insert currency).
3. The Government will make payment in the currency identified in number 2 under V, Prices. The contract, invoices and payments all to be stated/paid in the same currency.
4. Base Year Pricing:

The offeror, offering a firm fixed unit price for any contract line item number in the Base Year, shall offer a firm fixed unit price for same service description in contract line item number of the First Option Year.

Contract Line Item #	SCHEDULE OF SERVICES	ESTIMATED QUANTITY(*)	UNIT	UNIT PRICE	AMOUNT
0001	VPN - 40 Mbps dedicated Full-Duplex Multiprotocol Label switching (MPLS) layer 3 Virtual Private Network (VPN) to Germany, at the U.S. American Embassy in Baghdad, <b>see Schedule of supplies/services, Block 20, I. Scope of Work, 1).</b>	12	Month		
0002	DIN – 10 Mbps dedicated Full-Duplex Internet Circuit with a Virtual Private Network (VPN), at the U.S. American Embassy in Baghdad, <b>see Schedule of supplies/services, Block 20, I. Scope of Work, 2).</b>	12	Month		
0003	50 Mbps Dedicated Full-Duplex Internet Circuit at the U.S. American Embassy in Baghdad, <b>see Schedule of supplies/services, Block 20, I. Scope of Work, 3).</b>	12	Month		
0004 (**)	10 Mbps Dedicated Full-Duplex Point-to-Point Fiber Optic Connection at the Baghdad Diplomatic Support Center (BDSC) in Baghdad, <b>see Schedule of supplies/services, Block 20, I. Scope of Work, 4).</b>	12	Month		
0005	30 Mbps Dedicated Full-Duplex Internet Circuit at the U.S. American Consulate General in Basrah, <b>see Schedule of supplies/services, Block 20, I. Scope of Work, 5).</b>	12	Month		
0006	5Mbps DIN Dedicated Full-Duplex Internet Circuit with a Virtual Private Network (VPN) – at Baghdad Diplomatic Support Center, <b>see Schedule of supplies/services, Block 20, I. Scope of Work, 6).</b>	12	Month		
0007	10 Mbps Dedicated Full-Duplex Internet Circuit at the U.S. American Embassy in Baghdad, <b>see Schedule of supplies/services, Block 20, I. Scope of Work, 7).</b>	12	Month		
Grand Total					

(\*) – This estimated quantity is based on estimated Government requirements and the actual amount of work awarded under task order(s) will not exceed the maximum quantity of twelve (12) months for each specified service description during the base year of the contract.

MINIMUM AND MAXIMUM AMOUNTS

During this contract period, the Government shall place orders totaling a minimum of *three (3) months of service from any contract line item number*. This reflects the contract minimum for this period of performance. The amount of all

orders shall not exceed *sixty (60) months of service (12 months per each contract line item number equals 60 months)*. This reflects the contract maximum for the base year.

(\*\*) – Only contractor capable to provide the service on the Government of Iraq’s existing network at the Baghdad Diplomatic Support Center (BDSC) may offer a firm fixed price on this line item.

5. First Option Year Pricing:

Contract Line Item #	SCHEDULE OF SERVICES	ESTIMATED QUANTITY(*)	UNIT	UNIT PRICE	AMOUNT
0008	VPN - 40 Mbps dedicated Full-Duplex Multiprotocol Label switching (MPLS) layer 3 Virtual Private Network (VPN) to Germany, at the U.S. American Embassy in Baghdad, <b>see Schedule of supplies/services, Block 20, I. Scope of Work, 1).</b>	12	Month		
0009	DIN – 10 Mbps dedicated Full-Duplex Internet Circuit with a Virtual Private Network (VPN), at the U.S. American Embassy in Baghdad, <b>see Schedule of supplies/services, Block 20, I. Scope of Work, 2).</b>	12	Month		
0010	50 Mbps Dedicated Full-Duplex Internet Circuit at the U.S. American Embassy in Baghdad, <b>see Schedule of supplies/services, Block 20, I. Scope of Work, 3).</b>	12	Month		
0011 (**)	10 Mbps Dedicated Full-Duplex Point-to-Point Fiber Optic Connection at the Baghdad Diplomatic Support Center (BDSC) in Baghdad, <b>see Schedule of supplies/services, Block 20, I. Scope of Work, 4).</b>	12	Month		
0012	30 Mbps Dedicated Full-Duplex Internet Circuit at the U.S. American Consulate General in Basrah, <b>see Schedule of supplies/services, Block 20, I. Scope of Work, 5).</b>	12	Month		
0013	5Mbps DIN Dedicated Full-Duplex Internet Circuit with a Virtual Private Network (VPN) – at Baghdad Diplomatic Support Center, <b>see Schedule of supplies/services, Block 20, I. Scope of Work, 6).</b>	12	Month		
0014	10 Mbps Dedicated Full-Duplex Internet Circuit at the U.S. American Embassy in Baghdad, <b>see Schedule of supplies/services, Block 20, I. Scope of Work, 7).</b>	12	Month		
Grand Total					

(\*) – This estimated quantity is based on estimated Government requirements and the actual amount of work awarded under task order(s) will not exceed the maximum quantity of twelve (12) months for each specified service description during the first option year of the contract.

**MINIMUM AND MAXIMUM AMOUNTS**

During this contract period, the Government shall place orders totaling a minimum of *three (3) months of service from any contract line item number*. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed *sixty (60) months of service (12 months per each contract line item number equals 60 months)*. This reflects the contract maximum for the base year.

(\*\*) – Only contractor capable to provide the service on the Government of Iraq’s existing network at the Baghdad Diplomatic Support Center (BDSC) may offer a firm fixed price on this line item.

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**6. Price Summary**

Base Period: \$ \_\_\_\_\_

First Option Year: \$ \_\_\_\_\_

Grand total Firm-Fixed Price for Base Year plus all option Years: \$ \_\_\_\_\_

**CONTINUATION TO SF-1449, RFP NUMBER S-IZ100-13-R-0011  
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20  
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**I. Scope of Work**

The purpose of this Firm Fixed Price Indefinite Delivery Indefinite Quantity Contract is to obtain VPN, Internet, and Circuitry Services for the U.S. American Embassy in Baghdad, U.S. Baghdad Diplomatic Support Center in Baghdad and U.S. American Consulate General in Basrah, Republic of Iraq.

The local Telecommunication's Internet Service Provider (ISP) contracting firm shall provide internet services and dedicated leased line channels and circuitry for connecting American Embassy in Baghdad, U.S. Baghdad Support Center in Baghdad, U.S. American Consulate General in Basrah and remote U.S. Embassy/Consulate Annex locations data links as shown below in this technical paper.

This is the list of required services:

- 1) Circuit Size of 40 Mbps Dedicated Full-Duplex Multi-protocol Label Switching (MPLS) Layer 3 Virtual Private Network (VPN) to Germany – at the U.S. American Embassy – Baghdad, address: AL KINDI STREET, Baghdad International Zone, +268-2404 6441, Contract Line Item No. 0001 and 0008, Section 1, Block 23, Prices, V Prices, under paragraphs 4 and 5, for Circuit Size of 40Mbps Dedicated Full-Duplex Multi-protocol Label Switching (MPLS) Layer 3 Virtual Private Network (VPN) to Germany
  - General: The U.S. American Embassy is currently in the process of increasing its technology and infrastructure to better support its network. The U.S. American Embassy Baghdad needs high-speed fiber optic connectivity at its premises to support both voice and data applications. The objective of this contract is to provide reliable, redundant network paths, to the Internet through a contractor supplied MPLS Layer 3 VPN to Mainz-Kastel, Wiesbaden, Germany. The endpoint of this VPN will be with the Internet Service Provider (ISP) Deutsche Telekom AG, headquartered in Bonn, North Rhine-Westphalia, in Germany.
  - The contractor shall use the following technical specifications:
    - (a) The contractor shall provide circuit connectivity from their main distribution frame to the Embassy's demarcation point. The contractor shall also provide all of the necessary equipment and installers to the Union MUX point, and at the Embassy's demarcation point. *\*The Embassy will provide service between the Union MUX point and the Embassy demarcation point.*
    - (b) In order to achieve high quality performance, the below shall be met by the contractor:
      - i. Latency <=200ms (to Germany), Packet Loss <=.1% and availability of 99.7%
      - ii. ISP interface connectors: Fiber Optic interface as agreed upon by the mission IM Representatives and contractor.
      - iii. ISP availability: "Always on"
      - iv. ISP connection shall NOT use Network Address Translation (NAT).
      - v. ISP shall permit all IP protocols (including but not limited to UDP, TCP, and IPSEC) to transit without filters or proxies.

- vi. Unfiltered access to the Internet is required without ISP firewall blocking.
  - vii. ISP shall permit installation of Customer VPN encryption devices on circuit.
  - viii. ISP shall permit ping and trace route traffic (Fiber Optic interface or other agreed upon interfaces which terminate Customer VPN encryption devices).
- (c) Contractor approach of network paths to the Embassy’s Red Compound Access Control (CAC) demarcation point.
- i. Existing Single mode, direct burial, fiber optic cable (using the IZFN) is required.
  - ii. The link will enter the Embassy’s compound via the Union MUX point of the IZFN.
  - iii. The link will be terminated at the Embassy’s Red Compound Access Control (CAC) demarcation point and tested.
  - iv. Where contractor routers are provided, the contractor is responsible for replacement and normal upgrade of that equipment.
  - v. The Embassy shall be responsible for connecting the path from the demarcation point to subsequent points on their networks.

- PROJECT PLAN AND DELIVERABLES

The contractor shall provide technical reports, documentation and deliverables in written and electronic format and shall provide monthly written progress reporting. All tasks below shall be completed and all circuits shall be fully operational to begin this contract.

Task 1: Link physical connection to the Embassy

The contractor shall:

- a) Develop a project proposal
- b) Review project expectations for bandwidth and latency
- c) Provide a schedule for deliverables

(a) Task 1 Deliverables

- (1) Connect cabling (fiber optic) to Union MUX point to enter Embassy compound. *\*The Embassy shall be responsible for connecting the path from the Union MUX point to the Red CAC demarcation point (location of contractor hardware).*
- (2) Patch connection from Union MUX to hardware located in the Red CAC demarcation point.
- (3) Provide the Embassy with the manufacturer, model, and technical specifications of all contractor routers and equipment that will be located in the Embassy’s Red CAC demarcation point.
- (4) Coordinate with ISP Deutsche Telekom AG, headquartered in Bonn, North Rhine-Westphalia, Germany to facilitate an endpoint connection to Mainz- Kastel, Wiesbaden, Germany.

Task 2: Usability Analysis, Testing, & Review Session

The Contractor shall perform regular diagnostic usability tests of the fiber optic cable and provide test results to a designated Embassy representative for review.

(a) Task 2 Deliverables

The contractor shall:

- (1) develop a usability testing plan
- (2) provide a written usability testing report of findings
- (3) provide presentation, with accompanying graphs, of findings based on usability testing report
- (4) provide a report of Virtual Private Network (VPN) operation to include communication with the designated endpoint in Germany

2) Circuit Size: 10Mbps dedicated Full-Duplex Internet Circuit with a Virtual Private Network (VPN) – at the U.S. American Embassy – Baghdad, address: AL KINDI STREET, Baghdad International Zone, +268-2404 6441, Contract Line Item No. 0002 and 0009, Section 1, Block 23, Prices, V Prices, under paragraphs 4 and 5, for Circuit Size of 10Mbps dedicated Full-Duplex Internet Circuit with a Virtual Private Network (VPN)

- General: The U.S. American Embassy is currently in the process of increasing its technology and infrastructure to better support its network. The U.S. American Embassy Baghdad needs high-speed fiber optic connectivity at its premises to support both voice and data applications. The objective of this contract is to provide reliable, redundant network paths, to the Internet through a contractor supplied Virtual Private Network (VPN) that issues U.S. IP addresses.
- The contractor shall use the following technical specifications:

(a) The contractor shall provide circuit connectivity from their main distribution frame to the Embassy's demarcation point. The contractor shall also provide all of the necessary equipment and installers to the Union MUX point, and at the Embassy's demarcation point. *\*The Embassy will provide service between the Union MUX point and the Embassy demarcation point.*

(b) In order to achieve high quality performance, the below shall be met by the contractor:

- i. Latency  $\leq 200$ ms (to Washington DC), Packet Loss  $\leq .1\%$  and availability of 99.7%
- ii. /28 subnet static Public IP addresses (total to be determined) for VPN equipment, network mask, and default gateway IP address
- iii. ISP interface connectors: Fiber Optic interface or as agreed upon by the mission IM Representatives and contractor
- iv. ISP availability: "Always on"
- v. ISP connection shall NOT use Network Address Translation (NAT).
- vi. ISP shall permit all IP protocols (including but not limited to UDP, TCP, and IPSEC) to transit without filters or proxies
- vii. Unfiltered access to the Internet is required without ISP firewall blocking.
- viii. ISP shall permit installation of Customer VPN encryption devices on circuit
- ix. ISP shall permit ping and trace route traffic (Fiber Optic interface or other agreed upon interfaces which terminate Customer VPN encryption devices)

(c) Contractor approach of network paths to the Embassy's Red Compound Access Control (CAC) demarcation point.

- i. Existing Single mode, direct burial, fiber optic cable (using the IZFN) is required
- ii. The link will enter the Embassy's compound via the Union MUX point of the IZFN.
- iii. The link will be terminated at the Embassy's Red Compound Access Control (CAC) demarcation point and tested.
- iv. Where contractor routers are provided, the contractor is responsible for replacement and normal upgrade of that equipment.
- v. The Embassy shall be responsible for connecting the path from the demarcation point to subsequent points on their networks.

- PROJECT PLAN AND DELIVERABLES

The contractor shall provide technical reports, documentation and deliverables in written and electronic format and shall provide monthly written progress reporting. All tasks below shall be completed and all circuits shall be fully operational to begin this contract.

#### Task 1: Link physical connection to the Embassy

The Contractor shall:

- a) Develop a project proposal
- b) Review project expectations for bandwidth and latency
- c) Provide a schedule for deliverables

##### *(a) Task 1 Deliverables*

- (1) Connect cabling (fiber optical) to Union MUX point to enter Embassy compound. *\*The Embassy shall be responsible for connecting the path from the Union MUX point to the Red CAC demarcation point (location of contractor hardware).*
- (2) Patch connection from Union MUX to hardware located in the Red CAC demarcation point.
- (3) Provide the Embassy with the manufacturer, model, and technical specifications of all contractor routers and equipment that will be located in the Embassy's Red CAC demarcation point.

#### Task 2: Usability Analysis, Testing, & Review Session

The contractor shall perform regular diagnostic usability tests of the fiber optic cable and provide test results to a designated Embassy representative for review.

##### *(a) Task 2 Deliverables*

The contractor shall:

- (1) develop a usability testing plan
- (2) provide a written usability testing report of findings
- (3) provide presentation, with accompanying graphs, of findings based on usability testing report
- (4) provide a report of Virtual Private Network (VPN) operation to include public IP Address assignments

- 3) Circuit Size of 50Mbps Dedicated Full-Duplex Internet Circuit – at the U.S. American Embassy – Baghdad, address: AL KINDI STREET, Baghdad International Zone, +268-2404 6441, Contract Line Item No. 0003 and 0010, Section 1, Block 23, Prices, V Prices, under paragraphs 4 and 5, for Circuit Size of 50Mbps Dedicated Full-Duplex Internet Circuit

General: The U.S. American Embassy is currently in the process of increasing its technology and infrastructure to better support its network. The U.S. American Embassy needs high-speed fiber optic connectivity at its premises to support both voice and data applications. The objective of this contract is to provide reliable, redundant network paths, to the Internet, for our Virtual Private Network (VPN).

The contractor shall use the following technical specifications:

- (a) The contractor shall provide circuit connectivity from their main distribution frame to the Embassy's demarcation point. The contractor shall also provide all of the necessary equipment and installers to the Union MUX point, and at the Embassy's demarcation point. *\*The Embassy will provide service between the Union MUX point and the Embassy demarcation point.*
- (b) In order to achieve high quality performance, the below shall be met by the contractor:
- i. Latency <=200ms (to Washington DC), Packet Loss <=.1% and availability of 99.7%
  - ii. /28 subnet static Public IP addresses (total to be determined) for VPN equipment, network mask, and default gateway IP address.
  - iii. ISP interface connectors: Fiber Optic interface preferred or as agreed upon by the mission IM Representatives and contractor.
  - iv. ISP availability: "Always on"
  - v. ISP connection shall NOT use Network Address Translation (NAT).
  - vi. ISP shall permit all IP protocols (including but not limited to UDP, TCP, and IPSEC) to transit without filters or proxies.
  - vii. Unfiltered access to the Internet is required without ISP firewall blocking.
  - viii. ISP shall permit installation of Customer VPN encryption devices on circuit.
  - ix. ISP shall permit ping and trace route traffic (Fiber Optic interface or other agreed upon interfaces which terminate Customer VPN encryption devices).
- (c) Contractor approach of network paths to the Embassy's Red Compound Access Control (CAC) demarcation point.
- i. Existing Single mode, direct burial, fiber optic cable (using the IZFN) is required.
  - ii. The link will enter the Embassy's compound via the Union MUX point of the IZFN.
  - iii. The link will be terminated at the Embassy's Red Compound Access Control (CAC) demarcation point and tested.
  - iv. Where Contractor routers are provided, the contractor is responsible for replacement and normal upgrade of that equipment.
  - v. The Embassy shall be responsible for connecting the path from the demarcation point to subsequent points on their networks.
- PROJECT PLAN AND DELIVERABLES

The contractor shall provide technical reports, documentation and deliverables in written and electronic format and shall provide monthly written progress reporting. All tasks below shall be completed and all circuits shall be fully operational to begin this contract.

Task 1: Link physical connection to the Embassy

The contractor shall:

- a) Develop a project proposal
- b) Review project expectations for bandwidth and latency
- c) Provide a schedule for deliverables

*(a) Task 1 Deliverables*

- (1) Connect cabling (fiber optical) to Union MUX point to enter Embassy compound. *\*The Embassy shall be responsible for connecting the path from the Union MUX point to the Red CAC demarcation point (location of contractor hardware).*
- (2) Patch connection from Union MUX to hardware located in the Red CAC demarcation point.
- (3) Provide the Embassy with the manufacturer, model, and technical specifications of all contractor routers and equipment that will be located in the Embassy's Red CAC demarcation point.

Task 2: Usability Analysis, Testing, & Review Session

The contractor shall perform regular diagnostic usability tests of the fiber optic cable and provide test results to a designated Embassy representative for review.

*(a) Task 2 Deliverables*

The Contractor shall:

- (1) develop a usability testing plan:
- (2) provide a written usability testing report of findings
- (3) provide presentation, with accompanying graphs, of findings based on usability testing report

Task 3: Bandwidth Management

- a) The contractor shall perform bandwidth management to ensure that full download and upload speeds are being maintained.
- b) The contractor shall provide for a spare/redundant path should the primary fiber optical cable link fails between the Embassy and the ISP. Upon an outage of the primary link the path shall be transitioned immediately to the alternate path and the Embassy notified.
- c) The contractor shall compile and analyze regular testing methods and view results to develop a bandwidth management plan to ensure true bandwidth is maintained.

*(a) Task 3 Deliverables*

The contractor shall:

- (1) develop a bandwidth testing plan
- (2) provide quarterly written bandwidth test reports of findings
- (3) provide presentation, with accompanying graphs, of findings based on bandwidth testing
- (4) provide Written report of any circuit outages and any switch to the alternate path

4) Circuit Size of 10Mbps Dedicated Full-Duplex Point-to-Point Fiber Optic Connection – at Baghdad Diplomatic Support Center, address: Baghdad International Airport, +268 2404 6441, Contract Line Item No. 0004 and 0011, Section 1, Block 23, Prices, V Prices, under paragraphs 4 and 5, for Circuit Size of 10 Mbps Dedicated Full-Duplex Point-to-Point Fiber Optic Connection

- General: The U.S. American Embassy is currently in the process of increasing its technology and infrastructure to better support its network. The U.S. American Embassy needs high-speed fiber optic connectivity at its premises to support both voice and data applications. The objective of this contract is to provide reliable, redundant fiber optic network paths, between the U.S. Embassy in Baghdad and Baghdad Diplomatic Support Center (BDSC) located at the Baghdad International Airport.
- The contractor shall use the following technical specifications:
  - (a) The contractor shall provide circuit connectivity from their main distribution frame to the Embassy's demarcation point. The contractor shall also provide all of the necessary equipment and installers to the Union MUX point, and at the Embassy's demarcation point. *\*The Embassy will provide service between the Union MUX point and the Embassy demarcation point.*
  - (b) In order to achieve high quality performance, the below shall be met by the contractor:
    - i. Latency  $\leq 10$ ms, Packet Loss  $\leq .1\%$  and availability of 99.7%
    - ii. /28 subnet static Public IP addresses (total to be determined) for VPN equipment, network mask, and default gateway IP address.
    - iii. ISP interface connectors: Fiber Optic interface preferred or as agreed upon by the mission IM Representatives and contractor.
    - iv. ISP availability: "Always on"
    - v. ISP connection shall NOT use Network Address Translation (NAT).
    - vi. ISP shall permit all IP protocols (including but not limited to UDP, TCP, and IPSEC) to transit without filters or proxies.
    - vii. Unfiltered access to the Internet is required without ISP firewall blocking.
    - viii. ISP shall permit installation of Customer VPN encryption devices on circuit.
    - ix. ISP shall permit ping and trace route traffic (Fiber Optic interface or other agreed upon interfaces which terminate Customer VPN encryption devices).
  - (c) Contractor approach of network paths to the Embassy's Red Compound Access Control (CAC) demarcation point.
    - i. Existing Single mode, direct burial, fiber optic cable (using the IZFN) is required.
    - ii. The link will enter the Embassy's compound via the Union MUX point of the IZFN.

- iii. The link will be terminated at the Embassy’s Red Compound Access Control (CAC) demarcation point and tested.
  - iv. Where contractor routers are provided, the contractor is responsible for replacement and normal upgrade of that equipment.
  - v. The Embassy shall be responsible for connecting the path from the demarcation point to subsequent points on their networks.
- (d) Contractor approach of network paths to the BDSC demarcation point (GPS: N 33 15.895 E 44 12.715 d.).
- i. Existing Single mode, direct burial, fiber optic cable
  - ii. The link will be terminated in an equipment room (ITN1) that services BDSC
  - iii. Where contractor equipment is provided, the contractor is responsible for replacement and normal upgrade of that equipment
  - iv. The Embassy shall be responsible for connecting the path from the two demarcation points to subsequent points on their networks

- **PROJECT PLAN AND DELIVERABLES**

The contractor shall provide technical reports, documentation and deliverables in written and electronic format and shall provide monthly written progress reporting. All tasks below shall be completed and all circuits shall be fully operational to begin this contract.

#### Task 1: Link physical connection to the Embassy

The contractor shall:

- a) Develop a project proposal
- b) Review project expectations for bandwidth and latency
- c) Provide a schedule for deliverables

(a) Task 1 Deliverables

- (1) Connect fiber optical cabling between the BDSC demarcation (GPS: N 33 15.895 E 44 12.715)
- (2) to Union MUX point to enter Embassy compound. *\*The Embassy shall be responsible for connecting the path from the Union MUX point to the Red CAC demarcation point (location of contractor hardware).*
- (3) Patch connection from Union MUX to contractor hardware located in the Red CAC demarcation point.
- (4) Provide the Embassy with the manufacturer, model, and technical specifications of all contractor routers and equipment that will be located in the Embassy’s Red CAC and BDSC demarcation points.

#### Task 2: Usability Analysis, Testing, & Review Session

The contractor shall perform regular diagnostic usability tests of the fiber optic cable and provide test results to a designated Embassy representative for review.

(a) Task 2 Deliverables

The Contractor shall:

- (1) develop a usability testing plan
  - (2) provide a written usability testing report of findings
  - (3) provide presentation, with accompanying graphs, of findings based on usability testing report
- An Invoice, suitable for payment, shall contain, but not limited to, the following information:
    - a. Name of Contractor;
    - b. Date of Invoice;
    - c. Original Invoice Number (Consecutive numbers);
    - d. Contract number;
    - e. Task or Delivery Order number, as applicable;
    - f. Government Specific Accounting and Appropriation Data (Funding Cite.) (example: 19X0113-2015-X75041-180100-5327-2332);
    - g. Contract Line Item Number (CLIN) of item or service provided;
    - h. Description of the item, or service actually provided;
    - i. Period of performance of service or date item is provided;
    - j. Block/Space reserved for COR acceptance signature and date;
    - k. Signature, Name and Phone number of Company representative authorized to sign invoices;
    - l. Remit to address
    - m. Name, phone number and Mailing address to whom any disputed invoices should be addressed;
    - n. 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.

- 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.
- Government-Furnished Equipment (GFE): Reserved
- Release of Information

- a) 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.
- b) The request for public release of information should be addressed to: The Information Management Officer, U.S. Embassy Al Kindi Street International Zone, Baghdad in Iraq
- c) 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 the 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.

#### Trouble Escalation Procedure

- a) The Government shall refer the problem to the carrier after performing tests as prescribed in the Trouble Analysis procedure. Obtain the name of the carrier test person and a carrier ticket number; record this information on the Government's Remedy Ticket.
- b) After the trouble has been referred to the carrier for two (2) hours, recall the carrier for an update on the current trouble. Record the carrier's response, the name of the individual you talked with, and the carrier ticket number on the Remedy Ticket.
- c) After the trouble has been referred to the carrier for four (4) hours, recall the carrier for an update on the current trouble. If the carrier's response is not satisfactory escalate the trouble to the carrier's management. Record the carrier's response, the name of the individual you talked with, and the carrier ticket number on the Remedy Ticket.
- d) After the trouble has been referred to the contractor for six (6) hours the COR shall escalate the trouble to the contractor's manager; also notify IRM/IMO and the Contracting Officer and the STATE IRM/ISC Office. Record the contractor's response, the name of the individual you talked with, the contractor ticket number, and the names of the IRM managers that were notified on the Remedy Ticket.
- e) Continue to status the contractor for the remainder of the outage or until you have received a problem resolved status.

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- 5). Circuit Size of 30Mbps Dedicated Full-Duplex Internet Circuit – *at the U.S. American Consulate General in Basrah, Republic of Iraq, address: Basrah International Airport, +268 2404 6441, Contract Line Item No. 0005 and 0012, Section 1, Block 23, Prices, V Prices, under paragraphs 4 and 5, for Circuit Size of 30 Mbps Dedicated Full-Duplex Internet Circuit*

- General: The U.S. American Consulate Consular General is located in Basrah, Iraq. This diplomatic mission has a large Local Area Network which provides access to the U.S. Government systems. These systems require large amounts of Internet bandwidth with streamlined throughput, low jitter, and little latency. The ability to access, download, and upload data is paramount. The U.S. American Consulate General is currently in the process of increasing its technology and infrastructure to better support its network. The U.S. American Consulate General needs high-speed fiber optic connectivity at its premises to support both voice and data applications. The objective of this contract is to provide reliable, redundant network paths, to the Internet, for our Virtual Private Network (VPN).
- The U.S. Consulate General may increase or decrease the circuit bandwidth requirement within 30 days via modification to the contract. The bandwidth requirement for this circuit is listed above. The availability of this circuit shall not be less than 99.7% percent per month over the period of the contract.
- This digital service shall be via whatever facilities are available to the contractor. The service shall be for the exclusive use of the Consulate, 24-hours per day, 7 days per week, and 52 weeks per year.
- 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. The contractor shall provide all equipment, materials, and supplies required to provide the service.
- 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 Consulate use. The contractor shall ensure that the circuit complies with service changes, additions, or deletions as required under this contract.
- The contractor shall provide the key individuals to complete the work according to the guidelines specified below. The contractor shall ensure that qualified IT Help Desk/Engineers shall be available for consultations 24-hours per day, 7 days per week, and 52 weeks per year.
- The circuit shall be completely transparent with no bits added to or deleted from the bit stream provided to the interface of the Consulate's equipment.
- The contractor shall use the following technical specifications:
  - (a) The contractor shall provide circuit connectivity from their main distribution frame to the Consulate's demarcation point (GPS: N 30 33.700 E 47 40.087).
  - (b) In order to achieve high quality performance, the below shall be met by the contractor:
    - i. Latency  $\leq 200$ ms (to Washington DC), Packet Loss  $\leq .1\%$  and availability of 99.7% .
    - ii. /28 subnet static Public IP addresses (total to be determined) for VPN equipment, network mask, and default gateway IP address.
    - iii. ISP interface connectors: Fiber Optic interface preferred or as agreed upon by the mission IM Representatives and contractor.
    - iv. ISP availability: "Always on"

- v. ISP connection shall NOT use Network Address Translation (NAT).
- vi. ISP shall permit all IP protocols (including but not limited to UDP, TCP, and IPSEC) to transit without filters or proxies.
- vii. Unfiltered access to the Internet is required without ISP firewall blocking.
- viii. ISP shall permit installation of Customer VPN encryption devices on circuit.
- ix. ISP shall permit ping and trace route traffic (Fiber Optic interface or other agreed upon interfaces which terminate Customer VPN encryption devices).

(c) Contractor approach of network paths to the Consulate’s Compound Access Control (CAC) demarcation point.

- i. Existing Single mode, direct burial, fiber optic cable is required.
- ii. The link will enter the Consulate compound via the designated CAC.
- iii. The link will be terminated at the Consulate’s CAC demarcation point and tested.
- iv. Where contractor routers are provided, the contractor is responsible for replacement and normal upgrade of that equipment.
- v. The Consulate shall be responsible for connecting the path from the demarcation point to subsequent points on their networks.

- **Acceptable Level of Performance**

The Standard of Performance (SP) for this contract is 99.7% percent availability per month (100 percent less 0.5 percent each month for corrective and preventive maintenance).

- **Inspection and Acceptance**

Unless specified in the contract, the Consulate shall require a period not to exceed 48 hours in order to perform testing to determine acceptance of the circuit. The circuit shall meet service performance and availability as defined above.

- **Terms of Contract**

The required circuit shall be installed and delivered to the Destination Point on or before the Notice to Proceed. Upon successful installation and acceptance by the Consulate 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.

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.

- **AUTOMATIC FAILOVER REDUNDANCY**

The contractor shall be able to provide automatic failover routing capability to the alternate route to minimize disruption to service ordered. Alternate route shall be established within five minutes, be automatic, and notification of the Reason for Outage (RFO) shall be received within 24 hours.

- **PROJECT PLAN AND DELIVERABLES**

The contractor shall provide technical reports, documentation and deliverables in written and electronic format and shall provide monthly written progress reporting. All tasks below shall be completed and all circuits shall be fully operational to begin this contract.

**Task 1: Link physical connection to the U.S. Consulate General in Basrah**

The contractor shall:

- a) Develop a project proposal
- b) Review project expectations for bandwidth and latency
- c) Provide a schedule for deliverables

*(a) Task 1 Deliverables*

- (1) Connect cabling (fiber optical) to the Basra Consulate’s designated CAC demarcation point (GPS: N 30 33.700 E 47 40.087).
- (2) Provide the Consulate with the manufacturer, model, and technical specifications of all contractor routers and equipment that will be located in the Consulate’s CAC demarcation point.

**Task 2: Usability Analysis, Testing, & Review Session**

The contractor shall perform regular diagnostic usability tests of the fiber optic cable and provide test results to a designated Consulate representative for review.

*(a) Task 2 Deliverables*

The contractor shall:

- (1) develop a usability testing plan
- (2) provide a written usability testing report of findings
- (3) provide presentation, with accompanying graphs, of findings based on usability testing report

**Task 3: Bandwidth Management**

- a) The contractor shall perform bandwidth management to ensure that full download and upload speeds are being maintained.
- b) The contractor shall provide for a spare/redundant path should the primary fiber optical cable link fails between the Consulate and the ISP. Upon an outage of the primary link the path shall be transitioned immediately to the alternate path and the Consulate notified.
- c) The contractor shall compile and analyze regular testing methods and view results to develop a bandwidth management plan to ensure true bandwidth is maintained.

*(a) Task 3 Deliverables*

The contractor shall:

- (1) develop a bandwidth testing plan and shall:

- (2) provide quarterly written bandwidth test reports of findings
- (3) provide presentation, with accompanying graphs, of findings based on bandwidth testing
- (4) provide written report of any circuit outages and any switch to the alternate path

6).Circuit Size of 5Mbps of DIN Dedicated Full-Duplex Internet Circuit with a Virtual Private Network (VPN) – at Baghdad Diplomatic Support Center, address: Baghdad International Airport, +268 2404 6441, Contract Line Item No. 0006 and 0013, Section 1, Block 23, Prices, V Prices, under paragraphs 4 and 5, for Circuit Size of 5 Mbps of DIN Dedicated Full-Duplex Internet Circuit

The Contractor shall provide Internet connectivity at a minimum speed of 5Mbps (Dedicated/Symmetric – upload) and 5Mbps (Dedicated/Symmetric – download) at the U.S. Embassy in Baghdad, Iraq, dedicated (not shared) Internet bandwidth, 24 hours a day, 7 days a week, “always on” with unlimited usage by connecting to the terrestrial backbone with professional grade service different from residential or dial-up service. The following offices/residences will share the bandwidth:

- Baghdad Diplomatic Support Center

A. General:

The Contractor shall provide ISP services with the following minimum technical and operational specifications:

- a) Two static public IP addresses for VPN equipment, network mask, and default gateway IP address.
- b) ISP interface connectors: RJ-45 with 10/100BaseT interface.
- c) ISP shall permit all IP protocols (including but not limited to UDP, TCP, and IPSEC) to transit without filters or proxies. Unfiltered access to the Internet is required without ISP firewall blocking.
- d) ISP shall permit installation of Customer VPN encryption devices on circuit.
- e) ISP shall permit ping and trace route traffic from IP addresses ranging from 169.252.0.0/16 and 169.253.0.0/16 to the ISP connection (RJ45 10/100BaseT router interface which terminates customer VPN encryption device).
- f) Uncontended.
- g) No throttling (no bandwidth limiting).
- h) ISP shall provide Internet connectivity at a minimum speed of 5Mbps (Dedicated/Symmetric – upload) and 5Mbps (Dedicated/Symmetric – download) bandwidths at:

- Baghdad Diplomatic Support Center

ISP shall provide a dedicated (not shared or bundled with other customers) Internet service with “always-on” (24/7) unlimited usage.

- i) ISP connection must NOT repeat NOT use Network Address Translation (NAT)
- j) ISP shall provide a Service Level Agreement (SLA) which guarantees Latency will not exceed 200ms.
- k) ISP shall provide a Service Level Agreement (SLA) which guarantees Packet Loss will not exceed 0.5%
- l) ISP shall provide a Service Level Agreement (SLA) of guaranteed 99.7% uptime of dedicated bandwidth.
- m) ISP shall provide points of contact for 24 hour a day, 7 day a week Tier I, II, and III “Executive Level” support.
- n) ISP shall guarantee written advance notification in case of maintenance or service degradation.
- o) ISP shall allow 30-day testing without any financial obligation to the Embassy if the technical standards above are not met.

7). Circuit Size of 10 Mbps Dedicated Full-Duplex Internet Circuit – at the U.S. American Embassy – Baghdad, address: AL KINDI STREET, Baghdad International Zone, +268-2404 6441, Contract Line Item No. 0007 and 00014, Section 1, Block 23, Prices, V Prices, under paragraphs 4 and 5, for Circuit Size of 10Mbps Dedicated Full-Duplex Internet Circuit

General: The U.S. American Embassy is currently in the process of increasing its technology and infrastructure to better support its network. The U.S. American Embassy needs high-speed fiber optic connectivity at its premises to support both voice and data applications. The objective of this contract is to provide reliable, redundant network paths, to the Internet, for our Virtual Private Network (VPN).

The contractor shall use the following technical specifications:

- (a) The contractor shall provide circuit connectivity from their main distribution frame to the Embassy's demarcation point. The contractor shall also provide all of the necessary equipment and installers to the Union MUX point, and at the Embassy's demarcation point. *\*The Embassy will provide service between the Union MUX point and the Embassy demarcation point.*
- (b) In order to achieve high quality performance, the below shall be met by the contractor:
- x. Latency  $\leq 200$ ms (to Washington DC), Packet Loss  $\leq .1\%$  and availability of 99.7%
  - xi. /28 subnet static Public IP addresses (total to be determined) for VPN equipment, network mask, and default gateway IP address.
  - xii. ISP interface connectors: Fiber Optic interface preferred or as agreed upon by the mission IM Representatives and contractor.
  - xiii. ISP availability: "Always on"
  - xiv. ISP connection shall NOT use Network Address Translation (NAT).
  - xv. ISP shall permit all IP protocols (including but not limited to UDP, TCP, and IPSEC) to transit without filters or proxies.
  - xvi. Unfiltered access to the Internet is required without ISP firewall blocking.
  - xvii. ISP shall permit installation of Customer VPN encryption devices on circuit.
  - xviii. ISP shall permit ping and trace route traffic (Fiber Optic interface or other agreed upon interfaces which terminate Customer VPN encryption devices).
- (c) Contractor approach of network paths to the Embassy's Red Compound Access Control (CAC) demarcation point.
- vi. Existing Single mode, direct burial, fiber optic cable (using the IZFN) is required.
  - vii. The link will enter the Embassy's compound via the Union MUX point of the IZFN.
  - viii. The link will be terminated at the Embassy's Red Compound Access Control (CAC) demarcation point and tested.
  - ix. Where Contractor routers are provided, the contractor is responsible for replacement and normal upgrade of that equipment.
  - x. The Embassy shall be responsible for connecting the path from the demarcation point to subsequent points on their networks.
- PROJECT PLAN AND DELIVERABLES

The contractor shall provide technical reports, documentation and deliverables in written and electronic format and shall provide monthly written progress reporting. All tasks below shall be completed and all circuits shall be fully operational to begin this contract.

Task 1: Link physical connection to the Embassy

The contractor shall:

- d) Develop a project proposal
- e) Review project expectations for bandwidth and latency
- f) Provide a schedule for deliverables

(b) Task 1 Deliverables

- (4) Connect cabling (fiber optical) to Union MUX point to enter Embassy compound. *\*The Embassy shall be responsible for connecting the path from the Union MUX point to the Red CAC demarcation point (location of contractor hardware).*
- (5) Patch connection from Union MUX to hardware located in the Red CAC demarcation point.
- (6) Provide the Embassy with the manufacturer, model, and technical specifications of all contractor routers and equipment that will be located in the Embassy's Red CAC demarcation point.

Task 2: Usability Analysis, Testing, & Review Session

The contractor shall perform regular diagnostic usability tests of the fiber optic cable and provide test results to a designated Embassy representative for review.

(b) Task 2 Deliverables

The Contractor shall:

- (4) develop a usability testing plan:
- (5) provide a written usability testing report of findings
- (6) provide presentation, with accompanying graphs, of findings based on usability testing report

Task 3: Bandwidth Management

- d) The contractor shall perform bandwidth management to ensure that full download and upload speeds are being maintained.
- e) The contractor shall provide for a spare/redundant path should the primary fiber optical cable link fails between the Embassy and the ISP. Upon an outage of the primary link the path shall be transitioned immediately to the alternate path and the Embassy notified.
- f) The contractor shall compile and analyze regular testing methods and view results to develop a bandwidth management plan to ensure true bandwidth is maintained.

(b) Task 3 Deliverables

The contractor shall:

- (5) develop a bandwidth testing plan
- (6) provide quarterly written bandwidth test reports of findings

- (7) provide presentation, with accompanying graphs, of findings based on bandwidth testing
  - (8) provide Written report of any circuit outages and any switch to the alternate path
- 

**II. General:**

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

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

B. This digital service shall be via whatever facilities are available to the contractor. NOTE: Double satellite hops are not acceptable. The service shall be for the exclusive use of the Department of State, 24-hours per day, 7 days per week, and 52 weeks per year. No on premise satellite ground station will be considered for this circuit.

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

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

E. deleted

F. deleted

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

H. deleted

I. Services. This is a firm fixed-price contract for the lease of one full period, full duplex, clear channel, digital circuit capable of supporting synchronous communication. The circuit shall be completely transparent to the prescribed amount of data, with no bits added to or deleted from the bit stream provided to the interface of the Department of State equipment. The circuit shall be supplied for the transmission of a multiplexed aggregate bit stream for telegraphic and data signals.

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

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

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

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

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

O. Option CLINs, e.g. 0008 through 0014, 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.

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

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

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

Q. 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.

R. Authorized Instruction to Contractor

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

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

S. Government Furnished Equipment (GFE): *Reserved*

T. Release of Information

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

2. The request for public release of information should be addressed to: the Contracting Officer, U.S. Embassy – Baghdad, International Zone in Baghdad, Iraq.

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

U. Circuit Downtime and Credits

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

1. Definitions:

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

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

Period of Downtime: Downtime shall commence at the time first attempt for contact is made by the Government (or its representative) to the Contractor's Point of Contact and shall be annotated on the Remedy Ticket and shall continue until the circuit is returned into Service by the Government.

Downtime Credits: Monetary value returned to the Government for failure to meet the Circuit availability requirements. Downtime Credits shall be assessed based on cumulative downtime time with the minimum assessment

being one hour. Downtime credit shall be equal to the hourly or daily rate (as applicable) as identified in the schedule in Section B. There are two (2) situations when circuit Downtime Credits can be accumulated:

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

2. Credit for Circuit Downtime by Situation

**Below Availability Level:** If the downtime accumulated for a circuit adds up to 26.28 (8760 x 0.3%) cumulative hours or more during any one contract year (365 calendar days) or depending on the number of hours for the month (example 744 x .3%) cumulative hours per month (example: 31 calendar day month) the Contractor shall grant a hourly credit to the Government for each hour of downtime. Each additional one hour increment or portion thereof will be assessed as an additional hour.

**Extended Downtime Credit(s):** Cumulative time of more than 18 hours but not greater than 24 hours for any one outage shall be assessed at a daily rate. Any increment of 24 hours beyond the initial 24 hours of any one outage shall be assessed at the standards for the hourly rate up to 12 hours, however between 12 and 24 hours the credit shall be assessed at the daily rate.

3. Exceptions to Cumulating of Downtime

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

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

b. Malfunction of equipment, frequency fading and interference, errors of commission and/or omission by the Contractor or Sub-contractor, and commercial power surges or failures are considered to be normal hazards of the industry and therefore do not qualify as causes beyond the control of the Contractor or Sub-contractor. The Contractor shall be charged with credits for all reported outages determined “no trouble found” or “came clear while testing” but which exceed 45 minutes.

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

4. Payment Reduction for Downtime Credits

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

5. Trouble Escalation Procedure

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

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

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

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

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

## 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 (JAN 2013)**

(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](#)).

\_\_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([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.)

\_\_X\_ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 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](#)).

\_\_X\_ (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 (May 2012) (section 738 of Division C of Pub. L. 112-74, 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 (JUL 2012). (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](#).
- \_X\_ (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 (Nov 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, 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 (Mar 2012) of [52.225-3](#).
- \_\_\_ (iii) Alternate II (Mar 2012) of [52.225-3](#).
- \_\_\_ (iv) Alternate III (Nov 2012) of [52.225-3](#).
- \_\_\_ (41) [52.225-5](#), Trade Agreements (NOV 2012) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- \_X\_ (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](#)).
- \_X\_ (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\(f\)](#)).
- \_X\_ (47) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).
- \_X\_ (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:

[Contracting Officer check as appropriate.]

— (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) ([41 351](#), *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) [52.222-17](#), Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

— (8) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

— (9) [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 1 ([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) [52.222-17](#), Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).
  - (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 (JUL 2012).
  - (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:

Clause	Title and Date
52.204-7	CENTRAL CONTRACTOR REGISTRATION (DEC 2012)
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (MARCH 2008)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)

The following FAR clauses are included in full text:

SYNCHRONIZED PREDEPLOYMENT AND OPERATIONAL TRACKER (SPOT)

In accordance with paragraph (g) of contract clause 52.225-19, Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States, the contractor shall use Synchronized Pre-deployment and Operational Tracker (SPOT). Contractor shall enter before deployment, or if already in the designated operational area, enter upon becoming an employee under the contract, and maintain current data, including departure data, for all Contractor personnel that are authorized to support a diplomatic or consular mission outside the United States. Information on how to register in SPOT is available at <http://www.dod.mil/bta/products/spot.html>

52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

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

**52.216-19 ORDER LIMITATIONS (OCT 1995)**

- a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than a minimum of three (3) months of service from any contract line item number, 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 contract line item in excess of twelve (12) months per each contract line item number;
  - (2) Any order for a combination of contract line items in excess of sixty (60) months of service (12 months per each contract line item number equals 60 months); or
  - (3) A series of orders from the same ordering office within than 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above;
- (c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**52.216-22 INDEFINITE QUANTITY (OCT 1995)**

- (a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the contract's termination date.

**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) (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 two 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, 2013. 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, 2013, 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.

**52.232-99 Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (AUG 2012)**

This clause implements the temporary policy provided by OMB Policy Memorandum M- 12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

RECRUITMENT OF THIRD COUNTRY NATIONALS FOR PERFORMANCE ON DEPARTMENT OF STATE CONTRACTS (February 28, 2012)

1. On contracts exceeding \$150,000 where performance will require the recruitment of non-professional third country nationals, the offeror is required to submit a **Recruitment Plan** as part of the proposal. Contractors providing employer furnished housing are required to submit a **Housing Plan**.

2. Recruitment Plan

- a. State the anticipated number of workers to be recruited, the skills they are expected to have, and the country or countries from which the contractor intends to recruit them.
  - b. Explain how the contractor intends to attract candidates and the recruitment strategy including the recruiter.
  - c. Provide sample recruitment agreement in English.
  - d. State in the offer that the recruited employee will not be charged recruitment or any similar fees. The contractor or employer pays the recruitment fees for the worker if recruited by the contractor or subcontractor to work specifically on Department of State jobs.
  - e. State in the offer that the contractor’s recruitment practices comply with recruiting nation and host country labor laws.
  - f. State in the offer that the contractor has read and understands the requirements of FAR 52.222-50 Combating Trafficking in Persons.
  - g. Contractor and subcontractors shall only use bona fide licensed recruitment companies. Recruitment companies shall only use bona fide employees and not independent agents.
  - h. Contractor will advise the Contracting Officer of any changes to the Recruitment Plan during performance.
3. The offeror will submit a **Housing Plan** if the contractor intends to provide employer furnished housing for TCNs. The **Housing Plan** must describe the location and description of the proposed housing. Contractors must state in their offer that housing meets host country housing and safety standards and local codes or explain any variance. Contractor shall comply with any Temporary Labor Camp standards contained in this contract. In contracts without a Temporary Labor Camp standard, fifty square feet is the minimum amount of space per person without a Contracting Officer waiver. Contractor shall submit proposed changes to their Housing Plan to the Contracting Officer for approval.

4. Department of State contractor and subcontractors will treat employees with respect and dignity by taking the following actions:

- a. Contractor may not hold employee passports and other identification documents longer than 48 hours without employee concurrence. Contractors and subcontractors are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document to prevent or restrict the person’s liberty to move or travel in order to maintain the services of that person, when the person is or has been a victim of a severe form of trafficking in persons.
- b. Contractor shall provide employees with signed copies of the/their employment contracts, in English and the employee’s native language, that define the terms of employment, compensation, job description, and benefits. Contracts must be provided prior to employee departure from their countries of origin.
- c. Contractor shall provide all employees with a “Know Your Rights” brochure and document that employees have been briefed on the contents of the brochure. The English language version is available at <http://www.state.gov/g/tip> or from the Contracting Officer.
- d. Contractor shall brief employees on the requirements of the FAR 52.222-50 Combating Trafficking in Persons including the requirements against commercial sex even in countries where it is legal and shall provide a copy of the briefing to the Contracting Officer Representative (COR).
- e. Contractor shall display posters in worker housing advising employees in English and the dominant language of the Third Country Nationals being housed of the requirement to report violations of Trafficking in Persons to the company and the company’s obligation to report to the Contracting Officer. The poster shall also indicate that reports can also be submitted to the Office of the Inspector General (OIG) Hotline at 202-647-3320 or 1-800-409-9926 or via email at OIGHOTLINE@STATE.GOV.
- f. Contractor and subcontractors shall comply with sending and receiving nation laws regarding transit, entry, exit, visas, and work permits. Contractors are responsible for repatriation of workers imported for contract performance.
- g. Contractor will monitor subcontractor compliance at all tiers. This includes verification that subcontractors are aware of, and understand, the requirements of FAR 52.222-50 Combating Trafficking in Persons and this clause. Contractors specifically agree to allow U.S. Government personnel access to contractor and subcontractor personnel, records, and housing for audit of compliance with these requirements.
- h. The contractor agrees to include this clause in all subcontracts over \$150,000 involving recruitment of third country national for subcontractor performance.

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)

652.216-70 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 in an original and One Copy 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).

*Financial Management Office – U.S. Embassy Baghdad, Iraq or electronically to [baghdadvouchers@state.gov](mailto:baghdadvouchers@state.gov)*

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

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

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

(b) The COR for this contract is The Information Management Officer.

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

- (a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:
- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
  - (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
  - (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
  - (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
  - (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

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

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

(1) Complying or agreeing to comply with requirements:

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

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

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

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

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

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

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

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

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

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

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

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

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

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

## SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, Instructions to Offerors -- Commercial Items (FEB 2012), is incorporated by reference. (See SF-1449, block 27a).

## ADDENDUM TO 52.212-1

A. Summary of instructions. Each offer must consist of the following:

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

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

- (1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
- (2) Evidence that the offeror operates an established business with a permanent address and telephone listing;
- (3) List of clients, demonstrating prior experience with relevant past performance information and references;
- (4) Evidence that the offeror can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- (5) Evidence that the offeror has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).
- (6) a copy of the Certificate of Insurance, or
- (7) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.
- (8) The offeror is required to submit a **Recruitment Plan** as part of their proposal. The Recruitment Plan shall include the following at a minimum:
  - a. State the anticipated number of workers to be recruited, the skills they are expected to have, and the country or countries from which the contractor intends to recruit them.
  - b. Explain how the contractor intends to attract candidates and the recruitment strategy including the recruiter.
  - c. Provide sample recruitment agreement in English.
  - d. State in the offer that the recruited employee will not be charged recruitment or any similar fees.
  - e. State in the offer that the contractor's recruitment practices comply with recruiting nation and host country labor laws.
  - f. State in the offer that the contractor has read and understands the requirements of FAR 52.222-50 Combating Trafficking in Persons.
- (9) Offerors providing employer furnished housing shall submit a **Housing Plan**.

The offeror shall submit a **Housing Plan** if the contractor intends to provide employer furnished housing for TCNs. The **Housing Plan** must describe the location and description of the proposed housing. Contractors

must state in their offer that housing meets host country housing and safety standards and local codes or explain any variance. Contractor shall comply with any Temporary Labor Camp standards contained in this contract. In contracts without a Temporary Labor Camp standard, fifty square feet is the minimum amount of space per person without a Contracting Officer waiver.

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>
52.209-7	Information Regarding Responsibility Matters (FEB 2012)
52.209-8	Updates of Information Regarding Responsibility Matters (FEB 2012)
52.214-34	Submission of Offers in the English Language (APR 1991)
52.237-1	Site Visit (APR 1984)

- 1) *The site visit* at the U.S. American Embassy in Baghdad will be scheduled on *April 22<sup>nd</sup>, 2013 at 10:00 a.m.* Baghdad Time. Participants will meet at the Red CAC of the U.S. Embassy, International Zone, in Baghdad, Iraq.
- 2) *The site visit* at Baghdad Diplomatic Support Center in Baghdad will be scheduled on *April 24<sup>th</sup>, 2013 at 10:00 a.m.* Baghdad Time. *No more than 2 persons* will be admitted from each company.
- 3) *The site visit* at the U.S. American Consulate General in Basrah will be scheduled on *April 23<sup>rd</sup>, 2013 at 10:00 a.m.* Baghdad Time. *No more than 2 persons* will be admitted from each company.

The names of the participants must be submitted not later than April 17<sup>th</sup>, 2013 on or before 17:00 Baghdad time. *No more than 2 persons* will be admitted from each company.

- 4) *The pre-proposal conference* to discuss the requirements of this solicitation will be held on *April 28<sup>th</sup>, 2013 at 10:00 a.m.* (Baghdad Time) at the U.S. Embassy Baghdad.

The names of the participants must be submitted not later than April 26<sup>th</sup>, 2013 on or before 16:00 (Baghdad time). *No more than 2 persons* will be admitted from each company. Participants will meet at the Red CAC of the U.S. Embassy, International Zone, in Baghdad, Iraq.

Prospective offerors should contact the contracting specialist at [BaghdadGSOProcurement@state.gov](mailto:BaghdadGSOProcurement@state.gov) for additional information.

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

Offerors are urged to submit written questions at least three days prior to the scheduled pre-proposal conference date, using the address provided in block 9 of Standard Form 33, Solicitation, Offeror and Award, of this solicitation or by faxing the questions to the above fax number, marked to the attention of the above-named individual.

Attendees may also bring written questions to the proposal conference; however, if the answer requires research, there is no guarantee that the question will be able to be answered at that conference.

No statements made by the Government at the pre-proposal conference shall be considered to be a change to the solicitation unless a written amendment is issued.

Following the conference, all prospective offerors who received a copy of the solicitation will be provided a copy of all questions presented in writing prior to the conference, along with answers. If the answer requires a change to the solicitation, a solicitation amendment will also be issued.

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 **Babs Aycock, at (240) 553-0581**. 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.

Additional Instructions:

- A. Separate charges, in any form, are not solicited. For example, proposals containing any charges for failure of the Government to exercise any options will be rejected. The Government shall not be obligated to pay any charges other than the contract price, under Article 34 of the Vienna Convention on Diplomatic Relations, from the Special Access Surcharges or foreign taxes, including Value Added Taxes.
- B. Unless otherwise provided in this solicitation, the definitions for all telecommunications terms used herein are contained in Federal Standard 1037A (FED-STD-1037A), Glossary of Telecommunication Terms, dated June 26, 1986.
- C. The price offered shall include costs and profit as proposed by the offeror for performing all the requirements of the completed contract as set forth in this solicitation. The costs and profit should take into consideration magnitude and realism (from both a technical and cost perspective).
- D. If any services are to be offered at no cost to the Department of State, the bidder shall so indicate by entering either "No Charge" or "N/C" in the space provided in Section B for that item. Failure to enter either a price or one of the no charge notations, i.e., leaving the space blank, may render the bid non-responsive, additionally entering "Not Separately Priced" or "NSP" is not acceptable.
- E. 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, acceptable, responsible offeror. Proposals shall include a completed solicitation. The Government reserves the right to reject proposals that are unreasonably low or high in price. Technical acceptability will include a review of past performance and experience and any technical information provided by the offeror with its proposal.

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;*
- *A Company Brochure*
- *A clients list;*
- *Offers will be evaluated on the basis of advantages and disadvantages to the Government that might result from making more than one award (multiple awards). Individual awards may be for a combination of items or for all items. Therefore, offerors that cannot supply all services required are encouraged to submit offers for those services that they can provide;*

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

The following FAR provisions are provided in full text:

**52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)**

The Government may elect to award a single task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

**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).

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

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

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening. (b) For acquisitions conducted using negotiation procedures—

- (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
- (2) On the date specified for receipt of proposal revisions.

## SECTION 5 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS

**52.212-3 Offeror Representations and Certifications—Commercial Items (DEC 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”—

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

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

“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.

“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 business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

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

“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.

(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 \_\_\_\_\_.

*[Offeror to identify the applicable paragraphs at (c) through (o) 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 ORCA.]*

(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 o is, o 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 o is, o 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 o is, o 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, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o 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 o is, o 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 o is, o 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 o is, o 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 o is, o 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 o 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) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(11) *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 o is, o 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 o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

(i) It o has developed and has on file, o 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 o 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 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 Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—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 Act—Supplies.”

(2) Foreign End Products:

**Line Item No. Country of Origin**

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 Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act—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, 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 Act—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, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

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

**Line Item No. Country of Origin**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—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 Act—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 Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

**Line Item No.**

\_\_\_\_\_  
\_\_\_\_\_

[List as necessary]

(3) *Buy American Act—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 Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

**Line Item No. Country of Origin**

Line Item No.	Country of Origin

[List as necessary]

(4) *Buy American Act—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, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act”:

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

**Line Item No. Country of Origin**

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**

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

(2) o Have, o 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) o Are, o 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)*. [*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**

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 Act.* (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 Act 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 a central contractor registration database to be eligible for award.)

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

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

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

- o TIN: \_\_\_\_\_.
- o TIN has been applied for.
- o TIN is not required because:
  - o 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;
  - o Offeror is an agency or instrumentality of a foreign government;
  - o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

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

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

The following DOSAR provision is provided in full text:

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

(a) Definitions. As used in this provision:

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

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

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

Discriminating in the award of subcontracts on the basis of religion.

The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.

652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country <i>where there are no</i> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there <i>are</i> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) The contracting officer has determined that for performance in the country of Iraq –

Workers' compensation laws exist that will cover local nationals and third country nationals.

Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated “yes” in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) RESERVED

(End of provision)