SOLICITATION DOCUMENT

DATA SERVICES

SOLICITATION NO. SIS400-15-Q-5119

American Consulate General
General Services Office – Procurement
4 HaGalgal St.
Talpiot, Jerusalem

TABLE OF CONTENTS

Section 1 - The Schedule

- SF 1449 cover sheet
- Continuation To SF-1449, RFQ Number ***SIS400-15-Q-5119,*** Prices, Block 23
- Continuation To SF-1449, RFQ Number ***SIS400-15-Q-5119***, Schedule Of Supplies/Services, Block 20 Description/Specifications/Work Statement
- Description/Specifications/Statement of Work,

- **Section 2 - Contract Clauses**

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

Section 3 - Solicitation Provisions

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

Section 4 - Evaluation Factors

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

Section 5 - Offeror Representations and Certifications

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

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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449, RFQ NUMBER *SIS400-15-Q-5119,*

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. Base Period

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

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

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

2.1 VALUE ADDED TAX

VALUE ADDED TAX. Value Added Tax (VAT) is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion. It is reflected for each performance period. The portions of the solicitation subject to VAT are:

2.2. The firm fixed-prices are in ***New Israeli Shekels:***

BASE YEAR

Contract Line Item #	Description of Services	Number of Months	Monthly Price *New Israeli Shekels*	Total Firm-Fixed Price *New Israeli Shekels*
1	**OpenNet – GSO Annex** Private Intranet Connectivity at the U.S. Consulate branch office at Harashey Barzel 19, Talpiot. One (1) dedicated data channel point-to-point between the U.S. Consulate headquarters at Gershon Agron 14 (Lazarist Monastery) and the U.S. Consulate branch office at Harashey Barzel 19, Talpiot. ; digital bandwidth must be a minimum of 40,960 Kbps Symmetric (upload and download) (40 Mbps).	12		
2	**OpenNet – Arnona Annex** Private Intranet Connectivity at the U.S. Consulate branch office at 14 David Flusser Street, Arnona. One (1) dedicated data channel point-to-point between the U.S. Consulate headquarters at Gershon Agron 14 (Lazarist Monastery) and the U.S. Consulate branch office at 14 David Flusser Street; digital bandwidth must be a minimum of 40,960 Kbps Symmetric (upload and download) (40 Mbps).	12		

3	**OpenNet – Arnona Annex Alternate Route** Private Intranet Connectivity at the U.S. Consulate branch office at 14 David Flusser Street, Arnona (alternate circuit). One (1) dedicated data channel point-to-point between the U.S. Consulate headquarters at Gershon Agron 14 (Lazarist Monastery) and the U.S. Consulate branch office at 14 David Flusser Street; digital bandwidth must be a minimum of 10,240 Kbps Symmetric (upload and download) (10 Mbps).	12		
4	**OpenNet – INL Annex** Private Intranet Connectivity at the U.S. Consulate branch office at Mamila 14. One (1) dedicated data channel point-to-point between the U.S. Consulate headquarters at Gershon Agron 14 (Lazarist Monastery) and the U.S. Consulate branch office at Mamila 14; digital bandwidth must be a minimum of 40,960 Kbps Symmetric (upload and download) (40 Mbps).	12		
5	**OpenNet – USAID Annex** Private Intranet Connectivity at the U.S. Consulate USAID branch office at 9 Shlomo HaMelech. One (1) dedicated data channel point-to-point between the U.S. Consulate	12		

	headquarters at Gershon Agron 14 (Lazarist Monastery) and the U.S. Consulate branch office at 9 Shlomo HaMelech; digital bandwidth must be a minimum of 10,240 Kbps Symmetric (upload and download) (10 Mbps).			
6	**OpenNet – Post Two** Private Intranet Connectivity at the U.S. Consulate branch office at 27 Nablus Road. One (1) dedicated data channel point-to-point between the U.S. Consulate headquarters at Gershon Agron 14 (Lazarist Monastery) and the U.S. Consulate branch office at 27 Nablus Road; digital bandwidth must be a minimum of 40,960 Kbps Symmetric (upload and download) (40 Mbps).	12		
7	**Internet – Post One** Dedicated Internet Network for all Mission Agencies at the Consulate headquarters location at 18 Gershon Agron street. One (1) dedicated Internet channel at minimum 40,960 Kbps (40 Mbps).	12		
8	**Internet – Lazarist** Dedicated Internet Network for all Mission Agencies at the Consulate headquarters location at 14 Gershon Agron street. One (1) dedicated Internet channel at minimum 40,960 Kbps (40 Mbps).	12		

9	**Internet – Arnona** Dedicated Internet Network for all Mission Agencies at the U.S. Consulate branch office at 14 David Flusser Street, Arnona. One (1) dedicated Internet channel at minimum 10,240 Kbps (10 Mbps).	12		
10	**Internet – Arnona Alternate** Dedicated Internet Network for all Mission Agencies at the U.S. Consulate branch office at 14 David Flusser Street, Arnona (alternate circuit). One (1) dedicated Internet channel at minimum 10,240 Kbps (10 Mbps).	12		
11	**Internet – GSO Annex** Dedicated Internet Network for all Mission Agencies at the U.S. Consulate branch office at Harashey Barzel 19, Talpiot. One (1) dedicated Internet channel at minimum 10,240 Kbps (10 Mbps).	12		
12	**Internet – INL Annex** Dedicated Internet Network for all Mission Agencies at the U.S. Consulate branch office at Mamila 14. One (1) dedicated Internet channel at minimum 10,240 Kbps (10 Mbps).	12		

13	**Internet – Post Two** Dedicated Internet Network for all Mission's Agencies at the Consulate headquarters location at the U.S. Consulate branch office at 27 Nablus Road. One (1) dedicated Internet channel at minimum 10,240 Kbps (10 Mbps).	12		
14	**One time installation fees** for all the 13 line items above			
Sub-Total				
Plus 18% VAT				
Grand Total for Base Year				

- The contractor shall include in the prices the provision of all devices such as routers, converters as mentioned in the scope of work below.
- The Consulate have the right to stop any of the above mentioned services at any time, without having the contractor impose penalty/ any extra charges

FIRST OPTION YEAR

Contract Line Item #	Description of Services	Number of Months	Monthly Price *New Israeli Shekels*	Total Firm-Fixed Price *New Israeli Shekels*
1	**OpenNet – GSO Annex** Private Intranet Connectivity at the U.S. Consulate branch office at Harashey Barzel 19, Talpiot. One (1) dedicated data channel point-to-point between the U.S. Consulate headquarters at Gershon Agron 14 (Lazarist Monastery) and the U.S. Consulate branch office at	12		

	Harashey Barzel 19, Talpiot. ; digital bandwidth must be a minimum of 40,960 Kbps Symmetric (upload and download) (40 Mbps).			
2	**OpenNet – Arnona Annex** Private Intranet Connectivity at the U.S. Consulate branch office at 14 David Flusser Street, Arnona. One (1) dedicated data channel point-to-point between the U.S. Consulate headquarters at Gershon Agron 14 (Lazarist Monastery) and the U.S. Consulate branch office at 14 David Flusser Street; digital bandwidth must be a minimum of 40,960 Kbps Symmetric (upload and download) (40 Mbps).	12		
3	**OpenNet – Arnona Annex Alternate Route** Private Intranet Connectivity at the U.S. Consulate branch office at 14 David Flusser Street, Arnona (alternate circuit). One (1) dedicated data channel point-to-point between the U.S. Consulate headquarters at Gershon Agron 14 (Lazarist Monastery) and the U.S. Consulate branch office at 14 David Flusser Street; digital bandwidth must be a minimum of 10,240 Kbps Symmetric (upload and download) (10 Mbps).	12		

4	**OpenNet – INL Annex** Private Intranet Connectivity at the U.S. Consulate branch office at Mamila 14. One (1) dedicated data channel point-to-point between the U.S. Consulate headquarters at Gershon Agron 14 (Lazarist Monastery) and the U.S. Consulate branch office at Mamila 14; digital bandwidth must be a minimum of 40,960 Kbps Symmetric (upload and download) (40 Mbps).	12		
5	**OpenNet – USAID Annex** Private Intranet Connectivity at the U.S. Consulate USAID branch office at 9 Shlomo HaMelech. One (1) dedicated data channel point-to-point between the U.S. Consulate headquarters at Gershon Agron 14 (Lazarist Monastery) and the U.S. Consulate branch office at 9 Shlomo HaMelech; digital bandwidth must be a minimum of 10,240 Kbps Symmetric (upload and download) (10 Mbps).	12		
6	**OpenNet – Post Two** Private Intranet Connectivity at the U.S. Consulate branch office at 27 Nablus Road. One (1) dedicated data channel point-to-point between the U.S. Consulate headquarters at Gershon Agron 14 (Lazarist Monastery) and the U.S.	12		

	Consulate branch office at 27 Nablus Road; digital bandwidth must be a minimum of 40,960 Kbps Symmetric (upload and download) (40 Mbps).			
7	**Internet – Post One** Dedicated Internet Network for all Mission Agencies at the Consulate headquarters location at 18 Gershon Agron street. One (1) dedicated Internet channel at minimum 40,960 Kbps (40 Mbps).	12		
8	**Internet – Lazarist** Dedicated Internet Network for all Mission Agencies at the Consulate headquarters location at 14 Gershon Agron street. One (1) dedicated Internet channel at minimum 40,960 Kbps (40 Mbps).	12		
9	**Internet – Arnona** Dedicated Internet Network for all Mission Agencies at the U.S. Consulate branch office at 14 David Flusser Street, Arnona. One (1) dedicated Internet channel at minimum 10,240 Kbps (10 Mbps).	12		
10	**Internet – Arnona Alternate** Dedicated Internet Network for all Mission Agencies at the U.S. Consulate branch office at 14 David Flusser Street, Arnona (alternate circuit). One (1) dedicated Internet	12		

	channel at minimum 10,240 Kbps (10 Mbps).			
11	**Internet – GSO Annex** Dedicated Internet Network for all Mission Agencies at the U.S. Consulate branch office at Harashey Barzel 19, Talpiot. One (1) dedicated Internet channel at minimum 10,240 Kbps (10 Mbps).	12		
12	**Internet – INL Annex** Dedicated Internet Network for all Mission Agencies at the U.S. Consulate branch office at Mamila 14. One (1) dedicated Internet channel at minimum 10,240 Kbps (10 Mbps).	12		
13	**Internet – Post Two** Dedicated Internet Network for all Mission's Agencies at the Consulate headquarters location at the U.S. Consulate branch office at 27 Nablus Road. One (1) dedicated Internet channel at minimum 10,240 Kbps (10 Mbps).	12		
Sub-Total				
Plus VAT (if applicable)				
Grand Total for First Option Year				

- The contractor shall include in the prices the provision of all devices such as routers, converters as mentioned in the scope of work below.
- The Consulate have the right to stop any of the above mentioned services at any time, without having the contractor impose penalty/ any extra charges

SECOND OPTION YEAR

Contract Line Item #	Description of Services	Number of Months	Monthly Price *New Israeli Shekels*	Total Firm-Fixed Price *New Israeli Shekels*
1	**OpenNet – GSO Annex** Private Intranet Connectivity at the U.S. Consulate branch office at Harashey Barzel 19, Talpiot. One (1) dedicated data channel point-to-point between the U.S. Consulate headquarters at Gershon Agron 14 (Lazarist Monastery) and the U.S. Consulate branch office at Harashey Barzel 19, Talpiot. ; digital bandwidth must be a minimum of 40,960 Kbps Symmetric (upload and download) (40 Mbps).	12		
2	**OpenNet – Arnona Annex** Private Intranet Connectivity at the U.S. Consulate branch office at 14 David Flusser Street, Arnona. One (1) dedicated data channel point-to-point between the U.S. Consulate headquarters at Gershon Agron 14 (Lazarist Monastery) and the U.S. Consulate branch office at 14 David Flusser Street; digital bandwidth must be a minimum of 40,960 Kbps Symmetric (upload and download) (40 Mbps).	12		

3	**OpenNet – Arnona Annex Alternate Route** Private Intranet Connectivity at the U.S. Consulate branch office at 14 David Flusser Street, Arnona (alternate circuit). One (1) dedicated data channel point-to-point between the U.S. Consulate headquarters at Gershon Agron 14 (Lazarist Monastery) and the U.S. Consulate branch office at 14 David Flusser Street; digital bandwidth must be a minimum of 10,240 Kbps Symmetric (upload and download) (10 Mbps).	12		
4	**OpenNet – INL Annex** Private Intranet Connectivity at the U.S. Consulate branch office at Mamila 14. One (1) dedicated data channel point-to-point between the U.S. Consulate headquarters at Gershon Agron 14 (Lazarist Monastery) and the U.S. Consulate branch office at Mamila 14; digital bandwidth must be a minimum of 40,960 Kbps Symmetric (upload and download) (40 Mbps).	12		
5	**OpenNet – USAID Annex** Private Intranet Connectivity at the U.S. Consulate USAID branch office at 9 Shlomo HaMelech. One (1) dedicated data channel point-to-point between the U.S. Consulate	12		

	headquarters at Gershon Agron 14 (Lazarist Monastery) and the U.S. Consulate branch office at 9 Shlomo HaMelech; digital bandwidth must be a minimum of 10,240 Kbps Symmetric (upload and download) (10 Mbps).			
6	**OpenNet – Post Two** Private Intranet Connectivity at the U.S. Consulate branch office at 27 Nablus Road. One (1) dedicated data channel point-to-point between the U.S. Consulate headquarters at Gershon Agron 14 (Lazarist Monastery) and the U.S. Consulate branch office at 27 Nablus Road; digital bandwidth must be a minimum of 40,960 Kbps Symmetric (upload and download) (40 Mbps).	12		
7	**Internet – Post One** Dedicated Internet Network for all Mission Agencies at the Consulate headquarters location at 18 Gershon Agron street. One (1) dedicated Internet channel at minimum 40,960 Kbps (40 Mbps).	12		
8	**Internet – Lazarist** Dedicated Internet Network for all Mission Agencies at the Consulate headquarters location at 14 Gershon Agron street. One (1) dedicated Internet channel at minimum 40,960 Kbps (40 Mbps).	12		

9	**Internet – Arnona** Dedicated Internet Network for all Mission Agencies at the U.S. Consulate branch office at 14 David Flusser Street, Arnona. One (1) dedicated Internet channel at minimum 10,240 Kbps (10 Mbps).	12		
10	**Internet – Arnona Alternate** Dedicated Internet Network for all Mission Agencies at the U.S. Consulate branch office at 14 David Flusser Street, Arnona (alternate circuit). One (1) dedicated Internet channel at minimum 10,240 Kbps (10 Mbps).	12		
11	**Internet – GSO Annex** Dedicated Internet Network for all Mission Agencies at the U.S. Consulate branch office at Harashey Barzel 19, Talpiot. One (1) dedicated Internet channel at minimum 10,240 Kbps (10 Mbps).	12		
12	**Internet – INL Annex** Dedicated Internet Network for all Mission Agencies at the U.S. Consulate branch office at Mamila 14. One (1) dedicated Internet channel at minimum 10,240 Kbps (10 Mbps).	12		

13	**Internet – Post Two** Dedicated Internet Network for all Mission's Agencies at the Consulate headquarters location at the U.S. Consulate branch office at 27 Nablus Road. One (1) dedicated Internet channel at minimum 10,240 Kbps (10 Mbps).	12		
Sub-Total				
Plus VAT (if applicable)				
Grand Total for Second Option Year				

- The contractor shall include in the prices the provision of all devices such as routers, converters as mentioned in the scope of work below.
- The Consulate have the right to stop any of the above mentioned services at any time, without having the contractor impose penalty/ any extra charges

GRAND TOTAL (including VAT):

Base Period Total Price	
First Option Year Total Price	
Second Option Year Total Price	
Grand Total Firm-Fixed Price for Base Year plus all Option Years	

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

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

SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

I. Scope of Work

The purpose of this firm fixed price purchase order is to obtain VPN, Internet Services, and Circuitry for the U.S. Consulate General Jerusalem.

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

This is the list of required services:

1. Service: **Private Intranet Connectivity for the U.S. Consulate Headquarters and Consulate Office (Contract line items 1-6)**

Description: Dedicated data channel point-to-point between the U.S. Consulate headquarters at Gershon Agron 14 (Lazarist Monastery) and U.S. Consulate annex locations listed below (see *location*)

Digital bandwidth must for each point-to-point circuit must be symmetric, at a minimum of either 10,240 Kbps (10 Mbps) or 40,960 Kbps (40 Mbps) as indicated for each location.

Type of Service: Point-to-Point / Clear channel.

Location: ***Site A****:* U.S Consulate Jerusalem – Lazarist Monastery, Gershon Agrom 14, Jerusalem.

Site B Locations*:*

1. U.S. Consulate GSO Annex office at Harashey Barzel 19, Talpiot. ***Minimum bandwidth 40,960 Kbps (40 Mbps) symmetric.***
2. U.S. Consulate Arnona Consular Facility, 14 David Flusser Street, Arnona. ***Minimum bandwidth 40,960 Kbps (40 Mbps) symmetric.***
3. U.S. Consulate Arnona Consular Facility, 14 David Flusser Street, Arnona (alternate path / circuit). ***Minimum bandwidth 10,240 Kbps (10 Mbps) symmetric.***
4. U.S. Consulate INL office at Mamila 14. ***Minimum bandwidth 40,960 Kbps (40 Mbps) symmetric.***
5. U.S. Consulate USAID office at 9 Shlomo HaMelech. ***Minimum bandwidth 10,240 Kbps (10 Mbps) symmetric.***
6. U.S. Consulate "Post Two" office at 27 Nablus Road.

Minimum bandwidth 40,960 Kbps (40 Mbps) symmetric.

The provided data point-to-point connections must comply with the following requirements:

Service Quality.

- Internet Service Provider (ISP) must provide dedicated leased Point-to-Point / Clear channel data transport circuit. Transmission media must be fiber optic, with twenty-four (24) hours uplink. Post Internet Service Provider (ISP) connection must be "always on", and must not require the installation of any custom software on the client side.

- Internet Service Provider (ISP) must terminate leased Point-to-Point circuit using a private (not Internet-accessible) IP addressing scheme.

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

- Internet Service Provider (ISP) Round Trip Time (RTT) reports the total time in milliseconds (ms) time to send a small data packet and obtain a reply back; must be faster than 7ms for local data services.

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

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

- Internet Service Provider (ISP) must provide Fiber Optic connectivity to the very end at the U.S. Consulate Jerusalem Lazarist compound Telecommunications Service Entrance Facilities (TSEF) Room.

- Internet Service Provider (ISP) must have redundancy in the provider network to allow alternate routing / paths to ensure survivability / routing redancy should a segement of the provider's physical path fail.

Network Devices.
The contractor shall provide and all devices (routers, modems, fiber-optic converters, etc) necessary to establish and maintain the data services required in the scope of work for each location. Provider will exchange equipment as necessary to replace defective equipment and keep services running. The network devices shall comply with the following characteristics:

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

- Internet Service Provider (ISP) must provide all data media converters or transmission devices in all cases.

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

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

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

Service Support and contingencies.

- The awarded ISP must warrant service support 7X24X365.

- The vendor must warrant service support on site if necessary 7X24X365, services must be coordinated directly with Embassy's Contracting Office Representative (COR) or Information Technology (IT) representative from the Embassy Information Systems Center (ISC).

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

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

- The awarded ISP must provide a central Information Technology (IT) point of contact and a central billing point of contact in order to promptly coordinate technical and billing issues.

2. Service: **Public Internet Connectivity for the U.S. Consulate Office Buildings (Contract line items 7-13)**

Description: Dedicated public Internet circuits at each of the following U.S. Consulate Office locations, with symmetric bandwidth as indicated for each location.

Type of Service: Dedicated Internet Channel

Location:

7. U.S Consulate Jerusalem – Lazarist Monastery, Gershon Agron 20, Jerusalem. ***Minimum bandwidth 40,960 Kbps (40 Mbps) symmetric.***
8. U.S Consulate Jerusalem – "Post One" Facility, Gershon Agron 18, Jerusalem. ***Minimum bandwidth 40,960 Kbps (40 Mbps) symmetric.***
9. U.S. Consulate GSO Annex office at Harashey Barzel 19, Talpiot. ***Minimum bandwidth 10,240 Kbps (10 Mbps) symmetric.***
10. U.S. Consulate Arnona Consular Facility, 14 David Flusser Street, Arnona. ***Minimum bandwidth 10,240 Kbps (10 Mbps) symmetric.***
11. U.S. Consulate Arnona Consular Facility, 14 David Flusser Street, Arnona (alternate path / circuit). ***Minimum bandwidth 10,240 Kbps (10 Mbps) symmetric.***
12. U.S. Consulate INL office at Mamila 14. ***Minimum bandwidth 10,240 Kbps (10 Mbps) symmetric.***
13. U.S. Consulate "Post Two" office at 27 Nablus Road. ***Minimum bandwidth 10,240 Kbps (10 Mbps) symmetric.***

The provided Internet Service shall comply with the following requirements:

Internet Services Quality.

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

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

- For Internet Services the Internet Service Provider (ISP) must guarantee full contracted bandwidth availability 24X7X365 from the originator side to the ISP's internet gateway. Bandwidth sharing between other non-Consulate customers is not

allowed. Connection Ratio must be 1/1.

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

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

- Internet Service Provider (ISP) Round Trip Time (RTT) reports the total time in milliseconds (ms) time to send a small data packet and obtain a reply back; must be the faster than 200ms for the Round Trip Time (RTT) for internet service. Also, RTT must be faster than 10ms for local data services (for instance: point-to-point channels or web pages accessed through the Israel Network Access Point (NAP).

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

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

- Internet Service Provider (ISP) must have redundancy in the Internet backbone between Israel and USA. For instance, If Network Access Points (NAP) of the host country's backbone fail, other alternate backbone paths shall be available.

- Internet Service Provider (ISP) must provide fault-tolerance Fiber Optic connectivity to the very end at the U.S. Consulate Jerusalem's compound Telecommunications Service Entrance Facilities (TSEF) Room.

Network Identification.

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

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

ISP Gateway IP addresses (virtual IP addresses).

Network Devices.
The contractor shall provide and all devices (routers, modems, fiber-optic converters, etc) necessary to establish and maintain the data services required in the scope of work for each location. Provider will exchange equipment as necessary to replace defective equipment and keep services running. The network devices shall comply with the following characteristics:

- Services provided by the Internet Service Provider (ISP) must be delivered with RJ-45 interface connectors with a 10/100baseT interface.
- Internet Service Provider (ISP) must provide all data media converters or transmission devices in all cases.
- Power standard sources must be dual voltage (110v/60hz and 220v/50hz).
- Devices must be Rack mountable in a standard Commercial off-the-shelf (COTS) rack.
- One separate or individual physical interface connector is required per service.

Service Support and contingencies.

- The awarded ISP must warrant service support 7X24X365.
- The vendor must warrant service support on site if necessary 7X24X365, services must be coordinated directly with Embassy's Contracting Office Representative (COR) or Information Technology (IT) representative from the Embassy Information Systems Center (ISC).
- Expected service availability and reliability must be at minimum 99.97%.
- The awarded ISP must have direct connection capability with major United States of America (U.S.A) telecommunication providers (ISPs) at Internet tier 1 level, having alternative line channels or backups in case of main Internet path malfunctioning.
- The awarded ISP must provide on line web access data traffic analysis graphs capabilities. Graphs must be updated on a daily basis. Graphs must retain traffic history behavior for at least one year.
- The awarded ISP must provide a central Information Technology (IT) point of contact and a central billing point of contact in order to promptly coordinate technical and billing issues.

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 within 30 days written notice to the Contractor. The availability of this circuit shall not be less than 99.5 percent per month over the period of the contract.

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

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

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

E. Services. This is a firm fixed-price contract for the lease of one full period, full duplex, clear channels, digital circuits and internet leased lines capable of supporting synchronous traffic. For the clear channel circuits, <u>they shall be completely transparent to to data bandwidth levels specified on the service requirement</u>, with no bits added to or deleted from the bit stream provided to the interface of the Department of State equipment.

F. 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.

G. 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).

H. 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.

I. 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.

J. 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 12), excluding the exercise of any option.

K. 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.

L. The circuit described above is subject to local tax requirements.

M. 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.

N. Government-Furnished Equipment (GFE): RESERVED

O. 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, 4 Hagalgal Street, Talpiot – Jerusalem.***

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.

P. 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 x 24 = 8760 x 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 x 24 = 744 x 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 x .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 x 24 = 744 x .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 comission 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 Procdeure

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

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

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

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

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

6. Technological Refreshment

After contract award, the Government may; pursuant to FAR clause 52.212-4 - Contract Terms and Conditions –Commercial Items, paragraph (c), Changes; request changes within the scope of the contract. These changes may be required to improve performance or react to changes in technology.

The Contractor may propose for the Government's technological refreshment, substitutions or additions for any provided products or services that may become available as a result of technological improvements. The Government may, at any time during the term of this contract or any extensions thereof, modify the contract to acquire products which are similar to those under the contract and that the Contractor has, or has not, formally announced for marketing

purposes. This action is considered to be within the scope of the contract. At the option of the Government, a demonstration of the substitute product may be required. The Government is under no obligation to modify the contract in response to the proposed additions or substitutions.

Such substitutions or additions may include any part of, or all of, a given product(s) provided that the following conditions are met and substantiated by documentation in the technological refreshment proposal:

a. The proposed product(s) shall meet all of the technical specifications of this document and conform to the terms and conditions cited in the contract.

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

c. The proposal shall discuss the impact on hardware, services, and delivery schedules. The cost of the changes not specifically addressed in the proposal shall be borne entirely by the Contractor.

d. Contractor has the right to withdraw, in whole or in part, any technological refreshment proposal prior to acceptance by the Government. Contractor will use commercially reasonable efforts to ensure that prices for substitutions or additions are comparable to replaced or discontinued products. If a technological refreshment proposal is accepted and made a part of this contract, an equitable adjustment, increasing or decreasing the contract price, may be required and any other affected provisions of this contract shall be made in accordance with FAR clause 52.212-4, paragraph (c), Changes, and other applicable clauses of the contract.

7. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

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

Performance Objective	Scope of Work	Performance Threshold
Services. Performs all ***data services*** set forth in the scope of work.	Page 19 thru 30	All required services are performed and no more than ***one (1)*** customer complaint is received per month.

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERICAL ITEMS (MAY 2014), is incorporated by reference. (See SF-1449, block 27a)

The following FAR clause is provided in full text:

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2014)

(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 (Jul 2013) (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. (Aug 2013) (31 U.S.C. 6101 note).

__ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (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 (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

__ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (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—Subcontracting 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 (Jul 2013) (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 (Jul 2013) (15 U.S.C. 632(a)(2)).*

__ *(24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (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 (Jul 2013) (15 U.S.C. 637(m)).*

__ *(26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).*

_**X**_ (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.

_X_ (41) 52.225-5, Trade Agreements (SEPT 2013) (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) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

__ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

_X_ (46) 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)).

__ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_X_ (48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (49) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

__ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) of 52.247-64.

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

__ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq*.).

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

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

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

__ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, *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 (Jul 2013) (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) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 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.

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

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

(End of clause)

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

These addresses are subject to change. If the FAR is not avaialble at the locations indicated above, use of an internet "search engine" (for example Google, Yahoo, Infoseek, Excite) 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
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999) (if order is for services and contains options)

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

Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed ***Three 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 of the current calendar year.*** 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 of the current calendar year***, 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.

The following DOSAR clauses are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

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

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

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

(End of clause)

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

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

(b) Invoice Submission. The contractor shall submit invoices in ***an original*** 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).

Invoices should be sent to the FMO's address. The FMO will log in receipt of the invoice and forward to the COR for approval.

US Consulate General
Attn: Financial Management Office
18 Agron Road
Jerusalem 94190

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

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

_____

_____

_____

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 our ***Telecomunication Specialist.***

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.

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, Instructions to Offerors -- Commercial Items (April 2014), is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-1

None

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

1. List of clients over the past ***5 years***, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in ***Israel,*** then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

    - Quality of services provided under the contract;
    - Compliance with contract terms and conditions;
    - Effectiveness of management;
    - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
    - Business integrity / business conduct.

    The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

2. Technical documentation sufficient to allow the Government to evaluate offers based on the criteria outlined in Section 4 – Evaluation Criteria.

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

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

4. The offeror's strategic plan for ***data / internet*** services to include but not limited to:

(a) A work plan taking into account all work elements in Section 1, Performance Work Statement.

(b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;

(c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and

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

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

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

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

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

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

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

PROVISION	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. (Dec 2012)

52.237-1 SITE VISIT (APR 1984)

The site visit will be held on ***Tuesday, January 27, 2015 at 11:00 AM at the US Consulate General, 18 Agron Road, Jerusalem***. Prospective offerors/quoters should contact ***Johnny Kamar at*** **kamarjm@state.gov** for additional information or to arrange entry to the building by close of business Friday, January 23, 2015.

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

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

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or write to:

Competition Advocate
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510

(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, ***Martin Kelly, at 02-622-7123 and fax 622-3551***. For a U.S. Embassy/Consulate or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or write to:

Acquisition Ombudsman
U.S. Department of State
A/OPE

SA-15, Room 1060
Washington, DC 20522-1510

Additional Instructions:

A. This solicitation requires the submission of pricing in local currency.

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

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

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

E. If any services are to be offered at no cost 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, additionaly entering “Not Separately Priced” or “NSP” is not acceptable.

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

G. Acceptance of Quotations. The Government reserves the right to reject, as unacceptable, quotations deleting or altering technical requirments 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. Offerors should include sufficient documentation in their solicitation for the Government to evaluate the technical merits of their offers. Such documentation could include, but is not limited to:

- Vendor Network Operation Center operating hours and staffing
- Client list with contact numbers for references
- Availability of English-speaking Technical and Billing Points of Contact
- Network maps and technical documentation describing network topology and routing for Point-to-Point and Public Internet services offered
- Outage reporting and escalation procedures, and response time

The Government reserves the right to reject proposals that are unreasonably low or high in price.

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

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

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

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

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 (MAY 2014)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via *http://www.acquisition.gov*. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) 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 SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through *http://www.acquisition.gov*. After reviewing the SAM 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 SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that It *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 SAM 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
_____	_____
_____	_____
_____	_____

[*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, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country,"

"Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American 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, Panamanian, 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, Panamanian, or Peruvian End Products) or Israeli End Products:

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

[*List as necessary*]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American 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
_____	_____
_____	_____
_____	_____

[*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, Panamanian, 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, Panamanian, or Peruvian End Products) or Israeli End Products:

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

[*List as necessary*]

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

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

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

Other End Products:

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

[*List as necessary*]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American 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
_____	_____
_____	_____

(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) *o* 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) *o* 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 *o* does *o* 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 o does o 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 the SAM database to be eligible for award.)

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

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (See OFAC's Department of Treasury, Office of Foreign Assets Control's (OFAC) Specially Designated Nationals and Blocked Persons List at *http://www.treasury.gov/ofac/downloads/t11sdn.pdf.)*

(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.

652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUNE 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 *where there are no* 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 *are* local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) The contracting officer has determined that for performance in the country of ***Israel***.

X 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.

(End of provision)