

SOLICITATION DOCUMENT



MOBILE COMMUNICATION SERVICES

Solicitation NO. SIS400-15-R-9232

American Consulate General

General Services Office – Procurement
4 HaGalgal Street
Talpiot, Jerusalem



TABLE OF CONTENTS

Section 1 - The Schedule

- SF 1449 cover sheet
- Continuation To SF-1449, RFQ Number **SIS400-15-R-9232**, Prices, Block 23
- Continuation To SF-1449, RFQ Number **SIS400-15-R-9232**, Schedule Of Supplies/Services, Block 20 Description/Specifications/Work Statement
- Attachment # 1 Handset type information and pricing sheet.

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 - Representations and Certifications

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



SF-1449



SF 1449.doc



SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449 RFQ NUMBER **SIS400-15-R-9232** PRICES, BLOCK 23

I. SCOPE OF CONTRACT

The Contractor shall provide mobile communication/information services to the Consulate of the United States of America in Jerusalem and its affiliated offices in Israel and Palestine. The objective of this solicitation is to optimize the communication budget of the Consulate by reducing the cost of mobile communications at the required service quality. This optimization will be achieved with the following types of communication:

- 1- Mobile-to-Mobile Communication (Phone and Data)
- 2- Mobile-to-Landline communication.

The prices listed below shall include all labor, materials, overhead, and profit. The Government will pay the Contractor on a monthly basis for Standard Services that have been satisfactorily performed.

II. PERIOD OF PERFORMANCE

The contract will be for a one-year period from the date of the contract award, with **4 one-year** options to renew.

III. PRICING

1. The Contractor shall provide the services for the base period of the contract at the rates shown in Section 3 and any option years exercised by the U.S. Government.
2. The quantities of supplies and services specified in the Schedule are estimates only and are not guaranteed by this contract.
3. The Contractor shall furnish to the Government, when and if ordered, the supplies or services as specified in the Schedule. The Government may issue orders requiring delivery to multiple destinations, or performance at multiple locations. Except as specified in the Delivery-Order Limitations clause, there is no limit on the number of orders that may be issued/ordered.
4. Prices shall remain firm and fixed for the entire duration of the contract. Economic price adjustments are not authorized under this contract.
5. The prices listed below shall include all labor, materials, overhead, and profit.
6. All packages shall remain as options to be available based on the Government's requirements and needs.
7. All packages/plans that do not include internet/data shall have restricted access to internet surfing at no additional charge.
8. **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. The amount of VAT to be charged is 18%. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion. It is included in each performance period. The portions of the solicitation subject to VAT are:



3. a. BASE YEAR PRICING

3.a.1 Cellphone Plan

<i>Cellphone Plan / Description Rate Plan</i>	<i>Est. Qty</i>	<i>Cellphone Plan</i>	
		<i>Cost per line</i>	<i>Total monthly price</i>
Monthly Plan per Line	147 Lines	NIS _____	NIS _____
Plan Includes:		1. Sim Card 2. Unlimited minutes, including inter-connect fees, of calls within Israel, to Palestine, Europe and the USA, while on the provider's network. 3. Unlimited SMS, including inter-connect fees, within Israel, to Palestine, Europe and the USA, while on the provider's network.	
Total Price for Base Year (12 months)		NIS _____	

3.a.2 Smart Phone Plan I

<i>Smart Phone Plan / Description Rate Plan</i>	<i>Est. Qty</i>	<i>Smart Phone Plan</i>	
		<i>Cost per line</i>	<i>Total monthly price</i>
Monthly Plan per Line	95 Lines	NIS _____	NIS _____
Plan Includes:		1. Unlimited internet browsing in Israel and Palestine, while on the provider's Network. 2. Unlimited minutes of calls within Israel, to Palestine, Europe and the USA, while on the provider's Network, including the inter-connect fees. 3. Unlimited SMS within Israel, to Palestine, Europe and the USA, while on the provider's Network, including the inter-connect fees.	
Total Price for Base Year (12 months)		NIS _____	

3.a.3 Smart Phone Plan II

<i>Smart Phone Plan / Description Rate Plan</i>	<i>Est. Qty</i>	<i>Smart Phone Plan</i>	
		<i>Cost per line</i>	<i>Total monthly price</i>
Monthly Plan per Line	401 Lines	NIS _____	NIS _____
Plan Includes:		1. Unlimited internet browsing in Israel and Palestine, while on the provider's Network. 2. Unlimited minutes of calls within Israel, to Palestine, Europe and the USA, while on the provider's Network, including the inter-connect fees. 3. Unlimited SMS within Israel, to Palestine, Europe and the USA, while on the provider's Network, including the inter-connect fees. 4. 600 units (Minute/SMS) of international roaming, from networks other than the provider's network, throughout the world*. 5. 1GB of international data roaming, from networks other than the provider's network, throughout the world*.	
Total Price for Base Year (12 months)		NIS _____	

* Throughout the world: including Palestine and Jordan.



3.a.4 Clone Phone Plan

Clone Phone Plan	Est. Qty	Clone Phone Plan	
		Cost per unit	Total monthly price
Monthly Plan per Line	10 Lines	NIS _____	NIS _____
Total Price for Base Year (12 months)		NIS _____	

3.a.5 USB Stick Modem/ Device

USB Stick Device	Est. Qty	Cost per Unit (Onetime payment)	Total Price for Base Year
Net-On-Key (Modem Stick)	20 units	NIS _____	NIS _____

3.a.6 Data Plan for Tablets and Net-On-Keys

Data Plan for Tablets and Net-On-Keys	Est. Qty	Cost / Line / Month	Total Monthly Price
1. Unlimited Data within Israel (while on the provider's network); including SIM Card.	20 Lines	NIS _____	NIS _____
2. Unlimited Data within Israel (while on the provider's network); including SIM Card. 1GB of international data roaming (on networks other than provider's network) throughout the world*.	90 Lines	NIS _____	NIS _____
Total Price for Base Year (12 months)		NIS _____	

*Throughout the world: including Palestine and Jordan.

3.a.7 Hands-Free Package

Hands-Free (Car Kit)	Est. Qty	Unit	Cost per unit (One-Time Payment)	Total Price for Base Year
Hands-Free device	50	Each	NIS _____	NIS _____



3.a.8 International Calls originating from all Devices

Calls originating from all instruments from below countries to Israel		Estimated Qty	Negotiated Operator's publicly published International Rates* (Variable)	Discount to be given as a percent reduction (Fixed reduction rate)	Total Price for Base Year (The Estimated minutes multiplied by the Operator's International Rate)
International Roaming Calls	Palestine	40,000 min	NIS		NIS
	Washington, DC	20,000 min	NIS		NIS
	Germany	2,000 min	NIS		NIS
	Jordan	20,000 min	NIS		NIS
International SMS	SMS Roaming Palestine	10,000 SMS	NIS		NIS
	SMS Roaming Frankfurt Germany	2,000 SMS	NIS		NIS
	SMS Roaming Jordan	5,000 SMS	NIS		NIS
	SMS Roaming USA	10,000 SMS	NIS		NIS
Total Price for Base Year (12 months)					NIS _____

- The rates for Washington DC shall be applicable in the resultant contract for all locations in the Continental US.
- The rates for Frankfurt Germany shall be applicable in the resultant contract for all locations in Western Europe
- The rates for Palestine shall be applicable in the resultant contract for all locations in the Mid-East, Africa and the Far East.
- For the purposes of price evaluation this solicitation shall use the negotiated roaming price for Palestine, Germany and Washington DC.
- The Consulate will be offered the lowest tariff publicly available.

During the base year, the Consulate will place orders totaling a minimum on \$10,000.00. This reflects the contract minimum for this period of performance. The amount of all orders should not exceed \$500,000.00.

TOTAL PRICE FOR BASE YEAR	NIS _____
VAT 18%	NIS _____
GRAND TOTAL PRICE FOR BASE YEAR	NIS _____



3.b. 1st OPTION YEAR PRICING

3.b.1 Cellphone Plan

Cellphone Plan / Description Rate Plan	Est. Qty	Cellphone Plan	
		Cost per line	Total monthly price
Monthly Plan per Line	157 Lines	NIS _____	NIS _____
Plan Includes:		1. Sim Card 2. Unlimited minutes, including inter-connect fees, of calls within Israel, to Palestine, Europe and the USA, while on the provider's network. 3. Unlimited SMS, including inter-connect fees, within Israel, to Palestine, Europe and the USA, while on the provider's network.	
Total Price for 1st Option Year (12 months)		NIS _____	

3.b.2 Smart Phone Plan I

Smart Phone Plan / Description Rate Plan	Est. Qty	Smart Phone Plan	
		Cost per line	Total monthly price
Monthly Plan per Line	100 Lines	NIS _____	NIS _____
Plan Includes:		1. Unlimited internet browsing in Israel and Palestine, while on the provider's Network. 2. Unlimited minutes of calls within Israel, to Palestine, Europe and the USA, while on the provider's Network, including the inter-connect fees. 3. Unlimited SMS within Israel, to Palestine, Europe and the USA, while on the provider's Network, including the inter-connect fees.	
Total Price for 1st Option Year (12 months)		NIS _____	

3.b.3 Smart Phone Plan II

Smart Phone Plan / Description Rate Plan	Est. Qty	Smart Phone Plan	
		Cost per line	Total monthly price
Monthly Plan per Line	415 Lines	NIS _____	NIS _____
Plan Includes:		1. Unlimited internet browsing in Israel and Palestine, while on the provider's Network. 2. Unlimited minutes of calls within Israel, to Palestine, Europe and the USA, while on the provider's Network, including the inter-connect fees. 3. Unlimited SMS within Israel, to Palestine, Europe and the USA, while on the provider's Network, including the inter-connect fees. 4. 600 units (Minute/SMS) of international roaming, from networks other than the provider's network, throughout the world*. 5. 1GB of international data roaming, from networks other than the provider's network, throughout the world*.	
Total Price for 1st Option Year (12 months)		NIS _____	

* Throughout the world: including Palestine and Jordan



3.b.4 Clone Phone Plan

Clone Phone Plan	Est. Qty	Clone Phone Plan	
		Cost per unit	Total monthly price
Monthly Plan per Line	13 Lines	NIS _____	NIS _____
Total Price for 1st Option Year (12 months)		NIS _____	

3.b.5 USB Stick Modem/ Device

USB Stick Device	Est. Qty	Cost per Unit (Onetime payment)	Total Price for 1 st Option Year
Net-On-Key (Modem Stick)	25 units	NIS _____	NIS _____

3.b.6 Data Plan for Tablets and Net-On-Keys

Data Plan for Tablets and Net-On-Keys	Est. Qty	Cost / Line / Month	Total Monthly Price
1. Unlimited Data within Israel (while on the provider's network); including SIM Card.	20 Lines	NIS _____	NIS _____
2. Unlimited Data within Israel (while on the provider's network); including SIM Card. 1GB of international data roaming (on networks other than provider's network) throughout the world*.	100 Lines	NIS _____	NIS _____
Total Price for 1st Option Year (12 months)		NIS _____	

*Throughout the world: including Palestine and Jordan.

3.b.7 Hands-Free Package

Hands-Free (Car Kit)	Est. Qty	Unit	Cost per unit (One-Time Payment)	Total Price for 1 st Option Year
Hands-Free device	55	Each	NIS _____	NIS _____



3.b.8 International Calls originating from all Devices

Calls originating from all instruments from below countries to Israel		Estimated Qty	Negotiated Operator's publicly published International Rates* (Variable)	Discount to be given as a percent reduction (Fixed reduction rate)	Total Price for 1st Option Year (The Estimated minutes multiplied by the Operator's International Rate)
International Roaming Calls	Palestine	40,000 min	NIS		NIS
	Washington, DC	20,000 min	NIS		NIS
	Germany	2,000 min	NIS		NIS
	Jordan	20,000 min	NIS		NIS
International SMS	SMS Roaming Palestine	10,000 SMS	NIS		NIS
	SMS Roaming Frankfurt Germany	2,000 SMS	NIS		NIS
	SMS Roaming Jordan	5,000 SMS	NIS		NIS
	SMS Roaming USA	10,000 SMS	NIS		NIS
Total Price for 1st Option Year (12 months)					NIS _____

- The rates for Washington DC shall be applicable in the resultant contract for all locations in the Continental US.
- The rates for Frankfurt Germany shall be applicable in the resultant contract for all locations in Western Europe
- The rates for Palestine shall be applicable in the resultant contract for all locations in the Mid-East, Africa and the Far East.
- For the purposes of price evaluation this solicitation shall use the negotiated roaming price for Palestine, Germany and Washington DC.
- The Consulate will be offered the lowest tariff publicly available.

During the 1st option year, the Consulate will place orders totaling a minimum on \$10,000.00. This reflects the contract minimum for this period of performance. The amount of all orders should not exceed \$500,000.00.

TOTAL PRICE FOR 1ST OPTION YEAR	NIS _____
VAT 18%	NIS _____
GRAND TOTAL PRICE FOR 1ST OPTION YEAR	NIS _____



3.c. 2nd OPTION YEAR PRICING

3.c.1 Cellphone Plan

Cellphone Plan / Description Rate Plan	Est. Qty	Cellphone Plan	
		Cost per line	Total monthly price
Monthly Plan per Line	162 Lines	NIS _____	NIS _____
Plan Includes:		1. Sim Card 2. Unlimited minutes, including inter-connect fees, of calls within Israel, to Palestine, Europe and the USA, while on the provider's network. 3. Unlimited SMS, including inter-connect fees, within Israel, to Palestine, Europe and the USA, while on the provider's network.	
Total Price for 2nd Option Year (12 months)		NIS _____	

3.c.2 Smart Phone Plan I

Smart Phone Plan / Description Rate Plan	Est. Qty	Smart Phone Plan	
		Cost per line	Total monthly price
Monthly Plan per Line	107 Lines	NIS _____	NIS _____
Plan Includes:		1. Unlimited internet browsing in Israel and Palestine, while on the provider's Network. 2. Unlimited minutes of calls within Israel, to Palestine, Europe and the USA, while on the provider's Network, including the inter-connect fees. 3. Unlimited SMS within Israel, to Palestine, Europe and the USA, while on the provider's Network, including the inter-connect fees.	
Total Price for 2nd Option Year (12 months)		NIS _____	

3.c.3 Smart Phone Plan II

Smart Phone Plan / Description Rate Plan	Est. Qty	Smart Phone Plan	
		Cost per line	Total monthly price
Monthly Plan per Line	422 Lines	NIS _____	NIS _____
Plan Includes:		1. Unlimited internet browsing in Israel and Palestine, while on the provider's Network. 2. Unlimited minutes of calls within Israel, to Palestine, Europe and the USA, while on the provider's Network, including the inter-connect fees. 3. Unlimited SMS within Israel, to Palestine, Europe and the USA, while on the provider's Network, including the inter-connect fees. 4. 600 units (Minute/SMS) of international roaming, from networks other than the provider's network, throughout the world*. 5. 1GB of international data roaming, from networks other than the provider's network, throughout the world*.	
Total Price for 2nd Option Year (12 months)		NIS _____	

* Throughout the world: including Palestine and Jordan.



3.c.4 Clone Phone Plan

<i>Clone Phone Plan</i>	<i>Est. Qty</i>	<i>Clone Phone Plan</i>	
		<i>Cost per unit</i>	<i>Total monthly price</i>
Monthly Plan per Line	13 Lines	NIS _____	NIS _____
Total Price for 2nd Option Year (12 months)		NIS _____	

3.c.5 USB Stick Modem/ Device

<i>USB Stick Device</i>	<i>Est. Qty</i>	<i>Cost per Unit (Onetime payment)</i>	<i>Total Price for 2nd Option Year</i>
Net-On-Key (Modem Stick)	30 units	NIS _____	NIS _____

3.c.6 Data Plan for Tablets and Net-On-Keys

<i>Data Plan for Tablets and Net-On-Keys</i>	<i>Est. Qty</i>	<i>Cost / Line / Month</i>	<i>Total Monthly Price</i>
1. Unlimited Data within Israel (while on the provider's network); including SIM Card.	25 Lines	NIS _____	NIS _____
2. Unlimited Data within Israel (while on the provider's network); including SIM Card. 1GB of international data roaming (on networks other than provider's network) throughout the world*.	100 Lines	NIS _____	NIS _____
Total Price for 2nd Option Year (12 months)		NIS _____	

*Throughout the world: including Palestine and Jordan.

3.c.7 Hands-Free Package

<i>Hands-Free (Car Kit)</i>	<i>Est. Qty</i>	<i>Unit</i>	<i>Cost per unit (One-Time Payment)</i>	<i>Total Price for 2nd Option Year</i>
Hands-Free device	60	Each	NIS _____	NIS _____



3.c.8 International Calls originating from all Devices

Calls originating from all instruments from below countries to Israel		Estimated Qty	Negotiated Operator's publicly published International Rates* (Variable)	Discount to be given as a percent reduction (Fixed reduction rate)	Total Price for 2nd Option Year (The Estimated minutes multiplied by the Operator's International Rate)
International Roaming Calls	Palestine	40,000 min	NIS		NIS
	Washington, DC	20,000 min	NIS		NIS
	Germany	2,000 min	NIS		NIS
	Jordan	20,000 min	NIS		NIS
International SMS	SMS Roaming Palestine	10,000 SMS	NIS		NIS
	SMS Roaming Frankfurt Germany	2000 SMS	NIS		NIS
	SMS Roaming Jordan	5000 SMS	NIS		NIS
	SMS Roaming USA	10,000 SMS	NIS		NIS
Total Price for 2nd Option Year (12 months)					NIS _____

- The rates for Washington DC shall be applicable in the resultant contract for all locations in the Continental US.
- The rates for Frankfurt Germany shall be applicable in the resultant contract for all locations in Western Europe
- The rates for Palestine shall be applicable in the resultant contract for all locations in the Mid-East, Africa and the Far East.
- For the purposes of price evaluation this solicitation shall use the negotiated roaming price for Palestine, Germany and Washington DC.
- The Consulate will be offered the lowest tariff publicly available.

During the 2nd option year, the Consulate will place orders totaling a minimum on \$10,000.00. This reflects the contract minimum for this period of performance. The amount of all orders should not exceed \$500,000.00.

TOTAL PRICE FOR 2nd OPTION YEAR	NIS _____
VAT 18%	NIS _____
GRAND TOTAL PRICE FOR 2nd OPTION YEAR	NIS _____



3.d. 3rd OPTION YEAR PRICING

3.d.1 Cellphone Plan

Cellphone Plan / Description Rate Plan	Est. Qty	Cellphone Plan	
		Cost per line	Total monthly price
Monthly Plan per Line	165 Lines	NIS _____	NIS _____
Plan Includes:		1. Sim Card 2. Unlimited minutes, including inter-connect fees, of calls within Israel, to Palestine, Europe and the USA, while on the provider's network. 3. Unlimited SMS, including inter-connect fees, within Israel, to Palestine, Europe and the USA, while on the provider's network.	
Total Price for 3rd Option Year (12 months)		NIS _____	

3.d.2 Smart Phone Plan I

Smart Phone Plan / Description Rate Plan	Est. Qty	Smart Phone Plan	
		Cost per line	Total monthly price
Monthly Plan per Line	110 Lines	NIS _____	NIS _____
Plan Includes:		1. Unlimited internet browsing in Israel and Palestine, while on the provider's Network. 2. Unlimited minutes of calls within Israel, to Palestine, Europe and the USA, while on the provider's Network, including the inter-connect fees. 3. Unlimited SMS within Israel, to Palestine, Europe and the USA, while on the provider's Network, including the inter-connect fees.	
Total Price for 3rd Option Year (12 months)		NIS _____	

3.d.3 Smart Phone Plan II

Smart Phone Plan / Description Rate Plan	Est. Qty	Smart Phone Plan	
		Cost per line	Total monthly price
Monthly Plan per Line	430 Lines	NIS _____	NIS _____
Plan Includes:		1. Unlimited internet browsing in Israel and Palestine, while on the provider's Network. 2. Unlimited minutes of calls within Israel, to Palestine, Europe and the USA, while on the provider's Network, including the inter-connect fees. 3. Unlimited SMS within Israel, to Palestine, Europe and the USA, while on the provider's Network, including the inter-connect fees. 4. 600 units (Minute/SMS) of international roaming, from networks other than the provider's network, throughout the world*. 5. 1GB of international data roaming, from networks other than the provider's network, throughout the world*.	
Total Price for 3rd Option Year (12 months)		NIS _____	

* Throughout the world: including Palestine and Jordan.



3.d.4 Clone Phone Plan

Clone Phone Plan	Est. Qty	Clone Phone Plan	
		Cost per unit	Total monthly price
Monthly Plan per Line	15 Lines	NIS _____	NIS _____
Total Price for 3rd Option Year (12 months)		NIS _____	

3.d.5 USB Stick Modem/ Device

USB Stick Device	Est. Qty	Cost per Unit (Onetime payment)	Total Price for 3 rd Option Year
Net-On-Key (Modem Stick)	35 units	NIS _____	NIS _____

3.d.6 Data Plan for Tablets and Net-On-Keys

Data Plan for Tablets and Net-On-Keys	Est. Qty	Cost / Line / Month	Total Monthly Price
1. Unlimited Data within Israel (while on the provider's network); including SIM Card.	25 Lines	NIS _____	NIS _____
2. Unlimited Data within Israel (while on the provider's network); including SIM Card. 1GB of international data roaming (on networks other than provider's network) throughout the world*.	105 Lines	NIS _____	NIS _____
Total Price for 3rd Option Year (12 months)		NIS _____	

*Throughout the world: including Palestine and Jordan.

3.d.7 Hands-Free Package

Hands-Free (Car Kit)	Est. Qty	Unit	Cost per unit (One-Time Payment)	Total Price for 3 rd Option Year
Hands-Free device	60	Each	NIS _____	NIS _____



3.d.8 International Calls originating from all Devices

Calls originating from all instruments from below countries to Israel		Estimated Qty	Negotiated Operator's publicly published International Rates* (Variable)	Discount to be given as a percent reduction (Fixed reduction rate)	Total Price for 3rd Option Year (The Estimated minutes multiplied by the Operator's International Rate)
International Roaming Calls	Palestine	40,000 min	NIS		NIS
	Washington, DC	20,000 min	NIS		NIS
	Germany	2,000 min	NIS		NIS
	Jordan	20,000 min	NIS		NIS
International SMS	SMS Roaming Palestine	10,000 SMS	NIS		NIS
	SMS Roaming Frankfurt Germany	2000 SMS	NIS		NIS
	SMS Roaming Jordan	5000 SMS	NIS		NIS
	SMS Roaming USA	10,000 SMS	NIS		NIS
Total Price for 3rd Option Year (12 months)					NIS _____

- The rates for Washington DC shall be applicable in the resultant contract for all locations in the Continental US.
- The rates for Frankfurt Germany shall be applicable in the resultant contract for all locations in Western Europe
- The rates for Palestine shall be applicable in the resultant contract for all locations in the Mid-East, Africa and the Far East.
- For the purposes of price evaluation this solicitation shall use the negotiated roaming price for Palestine, Germany and Washington DC.
- The Consulate will be offered the lowest tariff publicly available.

During the 3rd option year, the Consulate will place orders totaling a minimum on \$10,000.00. This reflects the contract minimum for this period of performance. The amount of all orders should not exceed \$500,000.00.

TOTAL PRICE FOR 3rd OPTION YEAR	NIS _____
VAT 18%	NIS _____
GRAND TOTAL PRICE FOR 3rd OPTION YEAR	NIS _____



3.e. 4th OPTION YEAR PRICING

3.e.1 Cellphone Plan

<i>Cellphone Plan / Description Rate Plan</i>	<i>Est. Qty</i>	<i>Cellphone Plan</i>	
		<i>Cost per line</i>	<i>Total monthly price</i>
Monthly Plan per Line	165 Lines	NIS _____	NIS _____
Plan Includes:		1. Sim Card 2. Unlimited minutes, including inter-connect fees, of calls within Israel, to Palestine, Europe and the USA, while on the provider's network. 3. Unlimited SMS, including inter-connect fees, within Israel, to Palestine, Europe and the USA, while on the provider's network.	
Total Price for 4th Option Year (12 months)		NIS _____	

3.e.2 Smartphone Plan I

<i>Smart Phone Plan / Description Rate Plan</i>	<i>Est. Qty</i>	<i>Smart Phone Plan</i>	
		<i>Cost per line</i>	<i>Total monthly price</i>
Monthly Plan per Line	115 Lines	NIS _____	NIS _____
Plan Includes:		1. Unlimited internet browsing in Israel and Palestine, while on the provider's Network. 2. Unlimited minutes of calls within Israel, to Palestine, Europe and the USA, while on the provider's Network, including the inter-connect fees. 3. Unlimited SMS within Israel, to Palestine, Europe and the USA, while on the provider's Network, including the inter-connect fees.	
Total Price for 4th Option Year (12 months)		NIS _____	

3.e.3 Smartphone Plan II

<i>Smart Phone Plan / Description Rate Plan</i>	<i>Est. Qty</i>	<i>Smart Phone Plan</i>	
		<i>Cost per line</i>	<i>Total monthly price</i>
Monthly Plan per Line	435 Lines	NIS _____	NIS _____
Plan Includes:		1. Unlimited internet browsing in Israel and Palestine, while on the provider's Network. 2. Unlimited minutes of calls within Israel, to Palestine, Europe and the USA, while on the provider's Network, including the inter-connect fees. 3. Unlimited SMS within Israel, to Palestine, Europe and the USA, while on the provider's Network, including the inter-connect fees. 4. 600 units (Minute/SMS) of international roaming, from networks other than the provider's network, throughout the world*. 5. 1GB of international data roaming, from networks other than the provider's network, throughout the world*.	
Total Price for 4th Option Year (12 months)		NIS _____	

* Throughout the world: including Palestine and Jordan.



3.e.4 Clone Phone Plan

<i>Clone Phone Plan</i>	<i>Est. Qty</i>	<i>Clone Phone Plan</i>	
		<i>Cost per unit</i>	<i>Total monthly price</i>
Monthly Plan per Line	20 Lines	NIS _____	NIS _____
Total Price for 4th Option Year (12 months)		NIS _____	

3.e.5 USB Stick Modem/ Device

<i>USB Stick Device</i>	<i>Est. Qty</i>	<i>Cost per Unit (Onetime payment)</i>	<i>Total Price for 4th Option Year</i>
Net-On-Key (Modem Stick)	40 units	NIS _____	NIS _____

3.e.6 Data Plan for Tablets and Net-On-Keys

<i>Data Plan for Tablets and Net-On-Keys</i>	<i>Est. Qty</i>	<i>Cost / Line / Month</i>	<i>Total Monthly Price</i>
1. Unlimited Data within Israel (while on the provider's network); including SIM Card.	30 Lines	NIS _____	NIS _____
2. Unlimited Data within Israel (while on the provider's network); including SIM Card. 1GB of international data roaming (on networks other than provider's network) throughout the world*.	105 Lines	NIS _____	NIS _____
Total Price for 4th Option Year (12 months)	NIS _____		

*Throughout the world: including Palestine and Jordan.

3.e.7 Hands-Free Package

<i>Hands-Free (Car Kit)</i>	<i>Est. Qty</i>	<i>Unit</i>	<i>Cost per unit (One-Time Payment)</i>	<i>Total Price for 4th Option Year</i>
Hands-Free device	60	Each	NIS _____	NIS _____



3.e.8 International Calls originating from all Devices

Calls originating from all instruments from below countries to Israel		Estimated Qty	Negotiated Operator's publicly published International Rates* (Variable)	Discount to be given as a percent reduction (Fixed reduction rate)	Total Price for 4th Option Year (The Estimated minutes multiplied by the Operator's International Rate)
International Roaming Calls	Palestine	40,000 min	NIS		NIS
	Washington, DC	20,000 min	NIS		NIS
	Germany	2,000 min	NIS		NIS
	Jordan	20,000 min	NIS		NIS
International SMS	SMS Roaming Palestine	10,000 SMS	NIS		NIS
	SMS Roaming Frankfurt Germany	2000 SMS	NIS		NIS
	SMS Roaming Jordan	5000 SMS	NIS		NIS
	SMS Roaming USA	10,000 SMS	NIS		NIS
Total Price for 4th Option Year (12 months)					NIS _____

- The rates for Washington DC shall be applicable in the resultant contract for all locations in the Continental US.
- The rates for Frankfurt Germany shall be applicable in the resultant contract for all locations in Western Europe
- The rates for Palestine shall be applicable in the resultant contract for all locations in the Mid-East, Africa and the Far East.
- For the purposes of price evaluation this solicitation shall use the negotiated roaming price for Palestine, Germany and Washington DC.
- The Consulate will be offered the lowest tariff publicly available.

During the 4th option year, the Consulate will place orders totaling a minimum on \$10,000.00. This reflects the contract minimum for this period of performance. The amount of all orders should not exceed \$500,000.00.

TOTAL PRICE FOR 4th OPTION YEAR	NIS _____
VAT 18%	NIS _____
GRAND TOTAL PRICE FOR 4th OPTION YEAR	NIS _____



GRAND ESTIMATED TOTAL OF CONTRACT (INCLUDING VAT):

TOTAL ESTMATED AMOUNT FOR BASE YEAR	NIS _____
TOTAL ESTMATED AMOUNT FOR 1ST OPTION YEAR	NIS _____
TOTAL ESTMATED AMOUNT FOR 2ND OPTION YEAR	NIS _____
TOTAL ESTMATED AMOUNT FOR 3RD OPTION YEAR	NIS _____
TOTAL ESTMATED AMOUNT FOR 4TH OPTION YEAR	NIS _____
<i>GRAND TOTAL</i>	<i>NIS</i> _____



CONTINUATION TO SF-1449
RFQ NUMBER **SIS400-15-R-9232**
INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT
SCHEDULE OF SERVICES, BLOCK 20

1. PERFORMANCE WORK STATEMENT

This solicitation is for mobile telephone services. Contractor-furnished services are to be provided on an indefinite quantity, indefinite delivery basis with delivery to the U.S. Consulate and its affiliated offices in Jerusalem. The Contractor shall provide complete mobile telephones services for the U.S. Consulate in Jerusalem and its affiliated offices in Israel and Palestine. The Contractor shall ensure that the connection through its network is of the highest quality possible and shall be uninterrupted, clear, and with no static. Network problems shall be remedied immediately, and the Contracting Officer Representative (COR) must be immediately informed of any problems and their resolution.

Services provided shall include:

- Mobile Telephone Equipment (**Optional**)
- Calls & Data within Israel and Palestine
- International Calls
- International Roaming
- SMS Messaging
- Voice Mail
- 24-hour Customer Service

1.1 Mobile Telephone Equipment (**Optional**)

1.1.1 The Government may order cellphone and smartphone devices at its convenience. Contractor shall identify devices and pricing including insurance in attachment # 1 "Handset type information and pricing sheet". If ordered, the contractor shall coordinate with the COR, the delivery of the equipment at no additional cost to the Consulate.

1.1.2 Hands-Free (permanent car kit)

As part of this contract, when the Government orders a hands-free car kit, the contractor agrees to install at no additional charge the newly ordered Hands-Free Car Kit units in the Official Vehicles. Contractor agrees to un-install at no additional charge the old existing units that shall be replaced by the newly ordered ones. The Hands-Free Car Kit installation units shall be permanent phones that shall have the ability to operate with one SIM Card, up to at least 10 separate phone numbers from existing units. The access of those numbers in each vehicle phone shall be made by use of a punched-in code.



1.1.3. Installation schedule

The Contractor shall schedule in coordination with the COR several concentrated days to install the fixed Hands-Free Kits in official Consulate vehicles. The installations shall take place at Consulate facilities and should be completed within the set period of implementation.

Upon ordering new hands free kit, contractor shall be responsible for removing/uninstalling the existing kits at no additional cost. Contractor shall make sure that:

1. A certified technician approved by the Government will, upon request by the Consulate, visit each building to install new units. The technician shall come within 2 working days of the request.
2. Assembly shall leave no damage to or holes in U.S. vehicles; adaptors and pillow pads (Karit) shall be used compatible with the car model/color.
3. Contractor shall carry all costs related to the installation, including damages to the vehicle.

1.2 Calls & Data within Israel and Palestine

The Contractor shall ensure on a 24-hour basis at least 90% local network coverage around Israel and Palestine with special consideration to all urban areas and main traffic routes.

1.2.1 National Coverage

The Contractor shall have excellent coverage in all areas around the country, with special emphasis on poor and no reception areas. All areas in Palestine and Israel are essential coverage areas for Consulate personnel. In areas of poor coverage that are essential to Consulate personnel activities, the Contractor will provide a timetable for improving coverage in those areas.

1.2.2 In-building Coverage

The Contractor will make sure that all of the facilities stated below have full network coverage. The Contractor shall provide all of the necessary equipment at no additional cost to the Government to ensure full coverage including basements, parking lots, etc. All improvements will be done by the Contractor at no additional expense to the Government.

List of U.S. Consulate General Facilities:

Post I Compound

18 Agron Road

Jerusalem

Lazarist Monastery

14 Agron Road

Jerusalem

Arnona Compound

14 David Flusser Street

Arnona, Jerusalem



GSO Annex
*4 HaGalgal Street
Talpiot, Jerusalem.*

Marines House
*19 Jabotinsky Street
Jerusalem*

INL Offices
*20 Alrov Mamila Avenue
Mamila, Jerusalem*

USAID Offices - Jerusalem
*7 Alrov Mamila Avenue
Mamila, Jerusalem*

USAID Offices – Tel Aviv
*Trade Tower
Tel Aviv*

America House - Jerusalem
*27 Nablus Road
East Jerusalem*

America House - Ramallah
*Al-Irsal Street / Al Jamil Building
Ramallah*

YMCA Parking
*6 Washington Street
Jerusalem*

There shall be complete conductivity in all areas where American Consulate employees reside. These residences are located in Jerusalem, Katamon, Arnona, David's Village, French Hill, Beit Hanina, Beit Safafa, Wadi El Joz, Old City, Modi'in, Qalandia, Kofor Aqab, Ramallah, Beer Zeit, Taybeh, Bethlehem, Beit Jala, Beit Sahour, Nablus, Jenin and Tul Karem, in addition to other cities/areas in Israel and Palestine.

1.3 International Calls

The Contractor shall ensure on a 24-hour basis international connectivity with the USA, all European countries, and all other worldwide countries that telephone services are available. There shall be an option to restrict lines to have access to international dialing at no additional charge.

1.4 International Roaming

The Contractor shall provide as extensive international roaming connectivity as possible, with the special interest of the Government for roaming within Palestine, Jordan, Egypt, Europe and the USA. There shall be an option to restrict lines to have access to international roaming (voice & data) at no additional charge.



1.5 SMS Messaging

The Contractor shall provide access to around the clock SMS messaging.

1.6 Voice Mail

The Contractor shall provide Voice Mail services in English and local language. A Voice Mail Box shall be prepared for each number separately as per standard practice. At the end of the contract period, if the contract is not renewed, the Contractor shall allow the voicemail service to continue for an additional 60 days. The message will allow the calling parties to be informed on the new number.

1.7 Customer Service

The Contractor shall provide technical support for setting up voice mail, roaming questions, questions on the phone features, number changes, lost or stolen telephone reporting, manufacturer's warranty information, and all other matters concerning the mobile communication services through the Contractor's Project Manager.

2. INVOICING

- (a) The Contractor shall submit monthly invoices to the COR at the address shown in paragraph (d) below. This must be done via a courier and not through the post office. A proper invoice must include the following information:

1. A cover page which would include the Client's name (American Consulate), the account number, invoice number, invoice date, the period the charges pertain to, and the company's VAT number. It would have only three charging line items on it:

Price (in NIS) before VAT
VAT
Total with VAT

No other charging line items should be included on the cover page.

2. A cost breakdown of the services to include (in minutes, cost and total): Airtime, SMS, internet surfing, DATA plan, international roaming (charges for airtime, SMS units, and data), fees for other cellular providers and advanced features.
3. A break down per phone indicating the various charges of the phone numbers that belong to the client number. The columns format should look like the following:



Department Name:

Cellular Number	Monthly Charges	Duration of call in minutes	Airtime fee	SMS units	SMS fee	Advanced services	DATA plan	Other cellular provider's fee	Total before VAT	VAT	TOTAL
-----------------	-----------------	-----------------------------	-------------	-----------	---------	-------------------	-----------	-------------------------------	------------------	-----	-------

(b) If an invoice does not contain the above information, the Government reserves the right to reject the invoice as improper and return it to the Contractor within 7 calendars days. The Contractor must then submit a proper invoice.

(c) The COR will take each summary invoice and furnish the detailed invoice to the appropriate official in each individual Government agency. That agency representative will review the detailed invoice and either approve for payment or advise the COR of the inaccuracies found. It shall be the COR who will interact with the Contractor on any invoice problems.

(d) The Contractor will send all invoices to the following address:

U.S. Consulate General
 Attn: FMO
 18 Agron Road
 Jerusalem 9419003

USAID
 c/o American Embassy TLV
 Attn: FMO
 71 Hayarkon Street
 Tel Aviv 63903

(e) Payment shall be made in local currency by Electronic Funds Transfer (EFT) within 30 days after receipt of the proper invoice.

(f) The Government will provide annual proof of a direct exemption of Value Added Tax (VAT); according to host country VAT laws.

(g) For local VAT purposes, each invoice should state "Original Tax Invoice".

3. KEY PERSONNEL

3.1 The Project Manager must be able to converse in English. The Contractor shall assign the below key person who shall be the direct liaison with the COR concerning all work related to this contract. It shall be the Project Manager's task to direct, schedule, supervise, inspect and test the work under this contract, and to receive instructions from the COR. The Project Manager shall be available Monday through Friday from 08:00 – 17:00, in addition to emergencies on weekends and holidays.

POSITION/FUNCTION	NAME
Project Manager	

3.2 During the first 90 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is required due to illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days



after the occurrence of any of these events and provide the information required below to the Contracting Officer at least 15 days before making any permanent substitutions.

3.3 After the first 90 days of performance, the Contractor may substitute a key person if the Contractor determines that it is necessary. The Contractor shall notify the Contracting Officer of the proposed action immediately. Prior to making the substitution, the Contractor will provide the information required below to the Contracting Officer.

3.4 The Contractor shall provide a detailed explanation of the circumstances requiring the proposed substitution, a complete resume for the proposed substitute. The proposed substitute shall possess qualifications comparable to the original key person. The Contracting Officer will notify the Contractor of its approval or disapproval of the substitution within 15 calendar days after receiving the required information. The Government will modify the contract to reflect any changes in key personnel.

4. PERMITS

Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable *Israeli* country laws.

5. GOVERNMENT FURNISHED PROPERTY

5.1 The Government intends to use Government Owned Equipment and Accessories as listed below. The Contractor shall provide a fully functional appropriate SIM card for all existing Government cell-phones and/or smart phones.

5.2 A list of Cell-Phone Types that the Government owns and intends to use with the services provided in this contract:

1. *Blackberry Z10*
2. *iPhone 5 / 5S*
3. *iPad*
4. *Mini iPad*
5. *Samsung tablets*

6. ADDITION OF NEW LINES

The Contractor will provide a fully functional SIM card, telephone number, and appropriate security codes to the COR within 24 hours after receiving a delivery order under the contract.

7. NON-OFFICIAL LINES

This Contract is valid only for official Government needs.



8. DISCLOSURE OF INFORMATION

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

9. 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.



10. SPECIAL SHORT TERM PROMOTION

For the entire contract duration, the Contractor will offer the U.S. Consulate the option to take advantage of any promotional programs that it offers and that is suited for use by U.S. Consulate staff. The U.S. Consulate, at its own discretion, will have the option to take or reject the opportunity.

11. DELIVERY ORDERS

The Contracting Officer will issue delivery orders to order phone and services to the Contractor for performance of work under this contract. If an order is given orally, it will be followed up by a written delivery order within 7 days.

The Contracting Officer is the only person authorized to give an oral task or delivery order. If a task is given orally, it will be done by the Contracting Officer after funds have been identified and followed up by a written task or delivery order obligating those funds within two (2) days of the oral order. All task and delivery orders will be in written form, state the manner of the work to be performed, and have an issue date and a date by which the work is to be completed.

12. TRAINING

The Contractor shall provide, at no additional cost, training sessions in English to all U.S. Consulate employees who received a mobile phone. Training to be provided will include the proper operation of the equipment purchased and the equipment's operating features. The training will be coordinated with the COR to match the U.S. Consulate work schedule.

13. EQUIPMENT RETURN/DEFECTIVE POLICY

If a telephone/SIM card is defective or is being returned, the telephone/SIM card will be exchanged within **2** business days.

13.1 Collecting Broken Units

A messenger supplied by the Contractor will pick up broken units within 24 hours of being called, but not more than twice a week, at no additional cost.

13.2 Returning Fixed Units

1. All units will be returned or substituted within one business day.
2. Returned units will be accompanied by a form describing what was fixed.
3. Service center managers shall approve that each unit is fixed and checked by technicians.
4. If unit can't be fixed and memory cannot be transferred, the Contractor shall provide a printed memory list with the returned unit.



14. CUSTOMER SERVICE CENTERS

14.1 The Contractor shall provide a phone number and email address of a Business Service Desk (Moked Iski) for the purpose of reporting equipment problems and malfunctions, billing inquiries, and customer question regarding accounts and services. The contractor shall make sure that:

1. Seven days a week and 24 hours a day, the Help-Desk support and troubleshooting for technical issues shall be available.
2. A dedicated Technical Support person shall be assigned to manage this contract.
3. The Project Manager shall be available Monday through Friday from 08:00 – 17:00, in addition to emergencies on weekends and holidays.
4. More than 90% of the time connectivity is at maximum bit speed and less than three connectivity breakage per month.
5. Commitment of maximum 60 minutes response time to Consulate and USAID focal point from the Project Manager.
6. Commitment of maximum 60 minutes response time for Consulate or USAID calls to the Business Service Desk.
7. Once the issue has been resolved, a notification email shall be sent to the appropriate Communication Center.

15. SURVIVABILITY AND RECOVERY

The Contractor shall have a working system of network survivability in case of emergencies and serious disasters when all networks may be jammed or when parts of the network are destroyed. The Contractor shall have a recovery plan in place that shall deal with such occurrences.

16. TERMINATION OF LINES/PLANS

The Contractor shall not charge any penalty fees for terminating a line/plan during the contract year.

17. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

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

Performance Objective	Scope of Work Para	Performance Threshold
<u>Services.</u> Performs all mobile communication services set forth in the scope of work.	1. thru 17.	All required services are performed and no more than one (1) customer complaint is received per month.



ATTACHMENT # 01

HANDSET TYPE INFORMATION AND PRICING SHEET

The Government may order cellphone and smartphone devices at its convenience. Contractor shall identify devices and pricing. All models must meet the **minimum** requirements for a mid-level range. All units that will be purchased shall have a Warranty and Insurance for ONE YEAR. Devices that are not functioning properly and/or broken, shall be repaired and/or replaced as per the requirement mentioned in Section 1 - Schedule of Services: 13 EQUIPMENT RETURN/DEFECTIVE POLICY. Failure to complete each line may result in the proposal being deemed technically unacceptable, which means the proposal may not be considered for award.

1. CELLULAR PHONE

Feature	Minimum	Model I	Model II	Model III
Handset model	N/A			
Handset manufacturer	N/A			
Production units not before (Year)	2014			
Unit Size W-H-D in cm	Not >15% of size/weight of Nokia 208 model			
Unit weight w/o battery in grams				
Battery type supplied	N/A			
Minimum Standby time in hours for all available battery types (Std., HD and Thin)	72			
Minimum talk time in minutes for all available battery types (Std., HD and Thin)	300			
Charging time for all available battery types (Std., HD and Thin)	Not > 2 hours			
Vibrating in addition to the ringing sound for incoming call	Yes			
No. of last dialed/received/missed numbers stored in memory	10			
No. of speed dial numbers	10			
Voice Mail	Yes			
Send and receive SMS text messages	Yes			
Selection of ringing tone per user	Yes			
Number of ringing tones	5			
Personal handsfree headset	Yes			
Wall charger	Yes			
Car charger adapter	Yes			
Belt Clip or Pouch (indicate which)	One of the 2			
Keyboard lock	Yes			
Call waiting and call Hold	Yes			
Call back to numbers in received calls list	Yes			
Follow me capability	Yes			
Calculator, Calander, Alarm Clock	Yes			
Roam Indicator	Yes			
Minimum amount of phone numbers stored in phone	250			
Barring a Call	Yes			
Hands Free speakerphone	Yes			
PRICE INCLUDING VAT / UNIT		NIS _____	NIS _____	NIS _____



2. SMART PHONE

Feature	Minimum	Model I	Model II	Model III
Handset model	N/A			
Handset manufacturer	N/A			
Production units not before (Year)	2014			
Unit Size W-H-D in cm	Not >15% of size/weight of IPHONE 4 model			
Unit weight w/o battery in grams				
Battery type supplied	N/A			
Minimum Standby time in hours for all available battery types (Std., HD and Thin)	72			
Minimum talk time in minutes for all available battery types (Std., HD and Thin) Removable and non-removable	300			
Charging time for all available battery types (Std., HD and Thin)	Not >3 hours			
Network	2G & 3G			
Display	3.5-Inch			
Memory	8GB			
Memory card slot(except Iphones)	YES			
RAM	1GB			
Camera	5 MP			
Operating System/Platform	iOS 6, Android4.0, blackberry OS,BB 10,Symbian			
WI-FI	Yes			
Display Resolution	320*480			
Processor	SINGLE CORE,1GHZ			
World-Roaming	Yes			
Roam Indicator	Yes			
Charger	Yes			
Data Cable	Yes			
Car Charger	Yes			
Pouch	Yes			
PRICE INCLUDING VAT / UNIT		NIS _____	NIS _____	NIS _____



SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL 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 (OCT 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)"(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).

___ (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) [Reserved].

___ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

___ (10) 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).

___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (Nov 2011) of 52.219-3.



- __ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- __ (ii) Alternate I (Jan 2011) of 52.219-4.
- __ (13) [Reserved]
- __ (14)(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).
- __ (15)(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.
- __ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- __ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (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 (Oct 2014) of 52.219-9.
- __ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- __ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- __ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- __ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- __ (22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).
- __ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- __ (24) 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)).
- __ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- __ (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- __ (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- __ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
- __ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- __ (31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
- __ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- __ (33) 52.222-54, Employment Eligibility Verification (Aug 2013). (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.)
- __ (34)(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.)
- __ (35)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014)



- (E.O. 13423 and 13514).
- __ (ii) Alternate I (Jun 2014) of 52.223-13.
- __ (36)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (E.O. 13423 and 13514).
- __ (ii) Alternate I (Jun 2014) of 52.223-14.
- __ (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- __ (38)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Jun 2014) (E.O. 13423 and 13514).
- __ (ii) Alternate I (Jun 2014) of 52.223-16.
- _X_ (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- __ (40) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).
- __ (41)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- __ (ii) Alternate I (May 2014) of 52.225-3.
- __ (iii) Alternate II (May 2014) of 52.225-3.
- __ (iv) Alternate III (May 2014) of 52.225-3.
- __ (42) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- _X_ (43) 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).
- __ (44) 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).
- __ (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- __ (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- _X_ (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- __ (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- _X_ (49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- __ (50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- __ (51) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- __ (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- __ (53)(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 Labor Standards (May 2014) (41 U.S.C. chapter 67).
 - __ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 - __ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 - __ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 - __ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).
 - __ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).
 - __ (7) 52.222-17, No displacement⁰⁰ of Qualified Workers (May 2014) (E.O.13495).
 - __ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
 - __ (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) (41 U.S.C. 3509).
 - (ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (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, Non displacement of Qualified Workers (May 2014) (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 (Jul 2014) (38 U.S.C. 4212).
 - (vi) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
 - (vii) [52.222-37](#), Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212)
 - (viii) [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](#).
 - (ix) [52.222-41](#), Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
 - (x) [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)).
 - (xi) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
 - (xii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
 - (xiii) [52.222-54](#), Employment Eligibility Verification (Aug 2013).
 - (xiv) [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).
 - (xv) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
 - (xvi) [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:

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

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition Website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an internet "search engine" (i.e., Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATION CLAUSES ARE INCORPORATED BY REFERENCE:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
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)
52.228-4	WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
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)



THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:

52.216-18 ORDERING (OCT 1995)

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

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

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

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less \$50.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of \$150,000.00
- (2) Any order for a combination of items in excess of \$250,000.00, or
- (3) A series of orders from the same ordering office within 10 working days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

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



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

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

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

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **60 months or 5 years.**

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

Funds are not presently available for performance under this contract beyond 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.



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.

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 2 copies* 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).

The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

(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:



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

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

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

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

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

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

(b) The COR for this contract is the Telecommunication 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,

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

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

(1) Complying or agreeing to comply with requirements:

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

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

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

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

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

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



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

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

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

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

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

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

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

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



SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (APR 2014), is incorporated by reference (see SF-1449, Block 27A)

ADDENDUM TO 52.212-1

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

A.1. SF-1449. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Sections 1 and 5 have been filled out.

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

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

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

(3) List of clients over the past 3 years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Israel and Palestine then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct. The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

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

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



(6) The offeror's strategic plan for Mobile Communication 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.

(7) Information on Connectivity within Israel and Palestine.

(8) List of International Roaming contracts.

(9) Offeror is required to provide a copy of the Rate Plan Subscription

(10) Evidence that the Contractor has a recovery plan in the event of an emergency or disaster.

Any other written information that will provide proof of the company's technical and financial responsibility.

A.3. IF REQUIRED BY THE SOLICITATION, PROVIDE EITHER:

(a) a copy of the Certificate of Insurance, or

(b) 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: <http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

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

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

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

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

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

(a) The Department of State’s Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate at (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, **Kelly Martin, Management Officer**, at **telephone # 02-6227123 and fax # 02-6223551**. For a U.S. Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, 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



SECTION 4 - EVALUATION FACTORS

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor. The evaluation process shall include the following:

(a) **COMPLIANCE REVIEW.** The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations that do not conform to the solicitation.

(b) **TECHNICAL ACCEPTABILITY.** Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation. The Government reserves the right to conduct a field test of the offeror's network within the cities of Israel and Palestine to ensure adequate connectivity.

(c) **PRICE EVALUATION.** 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. The Government reserves the right to reject proposals that are unreasonably low or high in price.

(d) **RESPONSIBILITY DETERMINATION.** The Government will determine contractor responsibility 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 Consulate 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 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2014)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) 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.

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

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

“Inverted domestic corporation”, 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.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“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 (p) 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, 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) *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)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or



Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:
 Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:



Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
<hr/>	<hr/>

[List as necessary]

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

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

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

Line Item No.	Country of Origin
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>



[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

(2) Outside the United States.

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

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror does does not certify that—

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

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

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

(2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror does does not certify that—

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

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

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



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

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

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

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

(1) *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 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.

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.



(Do not use a “doing business as” name)

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a “doing business as” name)

(End of provision)

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

The following DOSAR provision(s) is/are 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.

Note to Bidder/Offeror: If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.



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

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

Category	Yes/No	Number	
(1) United States citizens or residents			
(2) Individuals hired in the United States, regardless of citizenship			
(3) Local nationals or third country nationals where contract performance takes place in a country 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*.

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)

52.209-79 REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW (SEPT 2014) (DEVIATION per PIB 2014-21)

(a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not



necessary to protect the interests of the Government; or

(2) Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

For the purposes of section 7073, it is the Department of State's policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror represents that—

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

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

(End of provision)