

SOLICITATION/CONTRACT/ORDER				1. REQUISITION NUMBER		Page 1 of 78 Pages					
CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER S-BE200-12-R-0019		6. SOLICITATION ISSUE DATE			
7. FOR SOLICITATION INFORMATION CALL		a. NAME Christopher Pixley PixleyCG@state.gov				b. TELEPHONE NUMBER(No collect calls) 02/811.5079		8. OFFER DUE DATE/TIME March 30, 2012 at 16:00PM			
9. ISSUED BY AMERICAN EMBASSY			CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	
Contracting Officer								<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			
Regentlaan 27 bd. du Régent								13b. RATING			
1000 BRUSSEL/BRUXELLES					NAICS: SIZE STD:			14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
15. DELIVER TO See 9.			CODE		16. ADMINISTERED BY AMERICAN EMBASSY, JAS/GSO						
17a. CONTRACTOR/OFFEROR			CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY American Embassy Financial Management Center Regentlaan 27, Bd du Régent 1000 Brussels				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM						
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE		24. AMOUNT	
		For providing Mobile Telephone Services to the U.S. Embassy in Brussels. ----- (Use Reverse and/or Attach Additional Sheets as Necessary)								€ (Not to exceed)	
25. ACCOUNTING AND APPROPRIATION DATA €							26. TOTAL AWARD AMOUNT (For Govt. Use Only) €				
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE ARE NOT ATTACHED.											
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.											
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ORIGINAL TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print) Christopher G. Pixley Contracting Officer				31c. DATE SIGNED	

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SECTION 1 - THE SCHEDULE

**CONTINUATION TO SF-1449
RFP NUMBER S-BE200-12-R-0019
PRICES, BLOCK 23**

SECTION 1 - THE SCHEDULE

I. SCOPE OF CONTRACT

The contractor shall provide mobile telephone services **via cellular phone and/or Blackberry** to the U.S. Embassy in Brussels. The prices listed below shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The Government will pay the Contractor on a monthly basis for standard Voice services and Internet Access (Data) Multimedia 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 **four (4)** one-year options to renew.

III. PRICING

Please fill out the prices for Mobile telephone services via Cellular Phone (currently 336 each) and Blackberry (currently 344 each) below, where applicable.

All prices should be firm fixed prices without distinction between Peak/Off-Peak. For an overview of calls made, SMS messages and Blackberry usage, see attachments 1, 2, 3 and 4.

III.1. BASE YEAR OF SERVICE – from June 1, 2012 to May 31, 2013

Estimated Quantities (base period of the contract, starting on the date of contract award and continuing for a period of 12 months)

III.1.a STANDARD MOBILE PHONE SERVICES**1. ACTIVATION COST NEW PHONES**

	COST PER UNIT €	Estimated QTY	TOTAL ACTIVATION COST €
1.A Activation cost for new Mobile Phone		336	
1.B Activation cost for new Blackberry		344	

2. CALLS WITIN BELGIUM

	COST PER MINUTE €	ESTIMATED NUMBER OF MINUTES PER MONTH	ESTIMATED COST PER MONTH €
2.A Calls within the Embassy “Mobile” Group (Fleet Calls)		27,253	
2.B Calls to/within the Provider’s Network		7,080	
2.C Calls to/within other Network Providers Operating in Belgium		16,177	
2.D Calls to Landlines (price for local calls)		6,208	

3. INTERNATIONAL CALLS

	AVERAGE COST PER MINUTE €	ESTIMATED NUMBER OF MINUTES PER MONTH	ESTIMATED COST PER MONTH €
3.A Calls from Belgium to Mobile Phones and Landlines in the Washington, DC Metropolitan Area and the rest of the USA		4,139	
3.B Calls from Belgium to Mobile Phones and Landlines in Europe.		1,842	
3.C Calls from Belgium to Mobile Phones and Landlines in the rest of the World		653	

4. INTERNATIONAL ROAMING

	AVERAGE COST PER MINUTE €	ESTIMATED NUMBER OF MINUTES PER MONTH	ESTIMATED COST PER MONTH €
4.A Incoming Calls (Roaming in) Calls received abroad in Europe.		1,618	
4.B Incoming Calls (Roaming in) Calls received abroad from the USA and the rest of the World.		654	
4.C Outgoing Calls (Roaming out) Calls performed abroad, within Europe.		3,194	
4.D Outgoing Calls (Roaming out) Calls performed abroad to the USA and the rest of the World.		1,221	

5. SMS SERVICES WITHIN BELGIUM VIA MOBILE PHONE

	COST PER SMS €	ESTIMATED SMS MESSAGES PER MONTH	ESTIMATED COST PER MONTH €
5.A SMS to other users within the Provider's Network		7,387	
5.B SMS to other Network Providers		3,956	
5.C SMS to other numbers		109	

6. SMS INTERNATIONAL VIA MOBILE PHONE

	AVERAGE COST PER SMS €	ESTIMATED SMS MESSAGES PER MONTH	ESTIMATED COST PER MONTH €
SMS from Belgium to the USA, Europe and the rest of the World		917	

7. INTERNATIONAL SMS ROAMING FOR MOBILE PHONE

	AVERAGE COST PER SMS €	ESTIMATED SMS MESAGES PER MONTH	ESTIMATED COST PER MONTH €
Incoming and Outgoing SMS (Roaming).		1,544	
Total monthly estimated fixed price for <u>Standard Mobile Phone Services</u>, - Base Year			€
			X 12 MONTHS
Total annual estimated fixed price for <u>Standard Mobile Phone Services</u>, - Base Year			€

III.1.b INTERNET ACCESS SERVICES (DATA)

This section applies only to **Blackberries**. For an overview of Blackberry usage, see attachment 4

1. MONTHLY SUBSCRIPTION

	COST PER UNIT €	Estimated QTY	MONTHLY SUBSCRIPTION COST €
Monthly subscription for Blackberry Multimedia: broadband access, Mobile Data Services, including 500MB national traffic per user per month.		344	

2. BLACKBERRY ROAMING

	COST PER BUNDLE €	ESTIMATED NUMBER OF BUNDLES PER MONTH	ESTIMATED COST PER MONTH €
2.A Bundle Mail Roaming Europe, including minimum 50MB		109	
2.B Bundle Mail Roaming World, including minimum 10MB		113	

Total monthly estimated fixed price for <u>Internet Access Data Services</u>, - Base Year	€
	X 12 MONTHS
Total annual estimated fixed price for <u>Internet Access Data Services</u>, - Base Year	€

III.1.c. EMERGENCY SERVICES:

	ESTIMATED QUANTITY	ESTIMATED MESSAGES PER YEAR	ESTIMATED COST PER YEAR €
Bulk Emergency Use of SMS: SMS sent from PCs. The System should be able to easily support sending an SMS to a maximum of 10,000 cell phones from common PC applications such as Outlook. Messages will be sent from a maximum of 10 PCs.	One (1) message to 1500 persons every 4 months	3	_____
	One (1) message to 10000 persons once a year	1	_____

Total monthly fixed price for <u>Emergency Services</u> - Base Year	€
	X 12 MONTHS
Total annual estimated fixed price for <u>Emergency Services</u>, - Base Year	€

Summary:	
Total monthly fixed price for Standard Mobile Phone Services – Base Year	€
Total monthly fixed price for Internet Access Services (Data) – Base Year	€
Total monthly fixed price for Emergency Services – Base Year	€

TOTAL ESTIMATED COST PER YEAR - BASE YEAR	€
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During this contract period, the Government shall place orders totaling a minimum of 5,000 minutes per month. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed 300,000 minutes per month. This reflects the contract maximum for this period of performance.

III.2. OPTION YEAR 1 OF SERVICE – from June 1, 2013 until May 31, 2014

Estimated Quantities (base period of the contract, starting on the date of contract award and continuing for a period of 12 months)

III.2.a STANDARD MOBILE PHONE SERVICES**1. ACTIVATION COST NEW PHONES**

	COST PER UNIT €	Estimated QTY	TOTAL ACTIVATION COST €
1.A Activation cost for Mobile Phone		332	
1.B Activation cost for Blackberry		340	

2. CALLS WITHIN BELGIUM

	COST PER MINUTE €	ESTIMATED NUMBER OF MINUTES PER MONTH	ESTIMATED COST PER MONTH €
2.A Calls within the Embassy “Mobile” Group (Fleet Calls)		27,253	
2.B Calls to/within the Provider’s Network		7,080	
2.C Calls to/within other Network Providers Operating in Belgium		16,177	
2.D Calls to Landlines (price for local calls)		6,208	

3. INTERNATIONAL CALLS

	AVERAGE COST PER MINUTE €	ESTIMATED NUMBER OF MINUTES PER MONTH	ESTIMATED COST PER MONTH €
3.A Calls from Belgium to Mobile Phones and Landlines in the Washington, DC Metropolitan Area and the rest of the USA		4,139	
3.B Calls from Belgium to Mobile Phones and Landlines in Europe.		1,842	
3.C Calls from Belgium to Mobile Phones and Landlines in the rest of the World		653	

4. INTERNATIONAL ROAMING

	AVERAGE COST PER MINUTE €	ESTIMATED NUMBER OF MINUTES PER MONTH	ESTIMATED COST PER MONTH €
4.A Incoming Calls (Roaming in) Calls received abroad in Europe.		1,618	
4.B Incoming Calls (Roaming in) Calls received abroad from the USA and the rest of the World.		654	
4.C Outgoing Calls (Roaming out) Calls performed abroad, within Europe.		3,194	
4.D Outgoing Calls (Roaming out) Calls performed abroad to the USA and the rest of the World.		1,221	

5. SMS SERVICES WITHIN BELGIUM VIA MOBILE PHONE

	COST PER SMS €	ESTIMATED SMS MESSAGES PER MONTH	ESTIMATED COST PER MONTH €
5.A SMS to other users within the Provider's Network		7,387	
5.B SMS to other Network Providers		3,956	
5.C SMS to other numbers		109	

6. SMS INTERNATIONAL VIA MOBILE PHONE

	AVERAGE COST PER SMS €	ESTIMATED SMS MESSAGES PER MONTH	ESTIMATED COST PER MONTH €
SMS from Belgium to the USA, Europe and the rest of the World		917	

7. INTERNATIONAL SMS ROAMING FOR MOBILE PHONE

	AVERAGE COST PER SMS €	ESTIMATED SMS MESAGES PER MONTH	ESTIMATED COST PER MONTH €
Incoming and Outgoing SMS (Roaming).		1,544	
Total monthly estimated fixed price for <u>Standard Mobile Phone Services</u>, - Option Year 1			€
			X 12 MONTHS
Total annual estimated fixed price for <u>Standard Mobile Phone Services</u>, - Option Year 1			€

III.2.b INTERNET ACCESS SERVICES (DATA)

This section applies only to **Blackberries**. For an overview of Blackberry usage, see attachment 4

1. MONTHLY SUBSCRIPTION

	COST PER UNIT €	Estimated QTY	MONTHLY SUBSCRIPTION COST €
Monthly subscription for Blackberry Multimedia: broadband access, Mobile Data Services, including 500MB national traffic per user per month.		344	

2. BLACKBERRY ROAMING

	COST PER BUNDLE €	ESTIMATED NUMBER OF BUNDLES PER MONTH	ESTIMATED COST PER MONTH €
2.A Bundle Mail Roaming Europe, including minimum 50MB		109	
2.B Bundle Mail Roaming World, including minimum 10MB		113	

Total monthly estimated fixed price for <u>Internet Access Data Services</u>, - Option Year 1	€
	X 12 MONTHS
Total annual estimated fixed price for <u>Internet Access Data Services</u>, - Option Year 1	€

III.2.c. EMERGENCY SERVICES:

	ESTIMATED QUANTITY		ESTIMATED COST PER YEAR €
Bulk Emergency Use of SMS: SMS sent from PCs. The System should be able to easily support sending an SMS to a maximum of 10,000 cell phones from common PC applications such as Outlook. Messages will be sent from a maximum of 10 PCs.	One (1) message to 1500 persons every 4 months	X 3	
	One (1) message to 10000 persons once a year	X 1	

Total monthly fixed price for <u>Emergency Services</u> - Option Year 1	€
	X 12 MONTHS
Total annual estimated fixed price for <u>Emergency Services</u>, - Option Year 1	€

Summary:	
Total monthly fixed price for Standard Mobile Phone Services – Option Year 1	€
Total monthly fixed price for Internet Access Services (Data) – Option Year 1	€
Total monthly fixed price for Emergency Services – Option Year 1	€

TOTAL ESTIMATED COST PER YEAR – OPTION YEAR 1	€
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During this contract period, the Government shall place orders totaling a minimum of 5,000 minutes per month. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed 300,000 minutes per month. This reflects the contract maximum for this period of performance.

III.3. OPTION YEAR 2 OF SERVICE – from June 1, 2014 until May 31, 2015

Estimated Quantities (base period of the contract, starting on the date of contract award and continuing for a period of 12 months)

III.3.a STANDARD MOBILE PHONE SERVICES**1. ACTIVATION COST NEW PHONES**

	COST PER UNIT €	Estimated QTY	TOTAL ACTIVATION COST €
1.A Activation cost for Mobile Phone		332	
1.B Activation cost for Blackberry		340	

2. CALLS WITIN BELGIUM

	COST PER MINUTE €	ESTIMATED NUMBER OF MINUTES PER MONTH	ESTIMATED COST PER MONTH €
2.A Calls within the Embassy “Mobile” Group (Fleet Calls)		27,253	
2.B Calls to/within the Provider’s Network		7,080	
2.C Calls to/within other Network Providers Operating in Belgium		16,177	
2.D Calls to Landlines (price for local calls)		6,208	

3. INTERNATIONAL CALLS

	AVERAGE COST PER MINUTE €	ESTIMATED NUMBER OF MINUTES PER MONTH	ESTIMATED COST PER MONTH €
3.A Calls from Belgium to Mobile Phones and Landlines in the Washington, DC Metropolitan Area and the rest of the USA		4,139	
3.B Calls from Belgium to Mobile Phones and Landlines in Europe.		1,842	
3.C Calls from Belgium to Mobile Phones and Landlines in the rest of the World		653	

4. INTERNATIONAL ROAMING

	AVERAGE COST PER MINUTE €	ESTIMATED NUMBER OF MINUTES PER MONTH	ESTIMATED COST PER MONTH €
4.A Incoming Calls (Roaming in) Calls received abroad in Europe.		1,618	
4.B Incoming Calls (Roaming in) Calls received abroad from the USA and the rest of the World.		654	
4.C Outgoing Calls (Roaming out) Calls performed abroad, within Europe.		3,194	
4.D Outgoing Calls (Roaming out) Calls performed abroad to the USA and the rest of the World.		1,221	

5. SMS SERVICES WITHIN BELGIUM VIA MOBILE PHONE

	COST PER SMS €	ESTIMATED SMS MESSAGES PER MONTH	ESTIMATED COST PER MONTH €
5.A SMS to other users within the Provider's Network		7,387	
5.B SMS to other Network Providers		3,956	
5.C SMS to other numbers		109	

6. SMS INTERNATIONAL VIA MOBILE PHONE

	AVERAGE COST PER SMS €	ESTIMATED SMS MESSAGES PER MONTH	ESTIMATED COST PER MONTH €
SMS from Belgium to the USA, Europe and the rest of the World		917	

7. INTERNATIONAL SMS ROAMING FOR MOBILE PHONE

	AVERAGE COST PER SMS €	ESTIMATED SMS MESAGES PER MONTH	ESTIMATED COST PER MONTH €
Incoming and Outgoing SMS (Roaming)		1,544	
Total monthly estimated fixed price for <u>Standard Mobile Phone Services</u>, - Option Year 2			€
			X 12 MONTHS
Total annual estimated fixed price for <u>Standard Mobile Phone Services</u>, - Option Year 2			€

III.3.b INTERNET ACCESS SERVICES (DATA)

This section applies only to **Blackberries**. For an overview of Blackberry usage, see attachment 4

1. MONTHLY SUBSCRIPTION

	COST PER UNIT €	Estimated QTY	MONTHLY SUBSCRIPTION COST €
Monthly subscription for Blackberry Multimedia: broadband access, Mobile Data Services, including 500MB national traffic per user per month.		344	

2. BLACKBERRY ROAMING

	COST PER BUNDLE €	ESTIMATED NUMBER OF BUNDLES PER MONTH	ESTIMATED COST PER MONTH €
2.A Bundle Mail Roaming Europe, including minimum 50MB		109	
2.B Bundle Mail Roaming World, including minimum 10MB		113	

Total monthly estimated fixed price for <u>Internet Access Data Services</u>, - Option Year 2	€
	X 12 MONTHS
Total annual estimated fixed price for <u>Internet Access Data Services</u>, - Option Year 2	€

III.3.c. EMERGENCY SERVICES:

	ESTIMATED QUANTITY	ESTIMATED MESSAGES PER YEAR	ESTIMATED COST PER YEAR €
<p>Bulk Emergency Use of SMS:</p> <p>SMS sent from PCs. The System should be able to easily support sending an SMS to a maximum of 10,000 cell phones from common PC applications such as Outlook. Messages will be sent from a maximum of 10 PCs.</p>	One (1) message to 1500 persons every 4 months	3	
	One (1) message to 10000 persons once a year	1	

Total monthly fixed price for <u>Emergency Services</u> - Option Year 2	€
	X 12 MONTHS
Total annual estimated fixed price for <u>Emergency Services</u>, - Option Year 2	€

Summary:	
Total monthly fixed price for Standard Mobile Phone Services – Option Year 2	€
Total monthly fixed price for Internet Access Services (Data) – Option Year 2	€
Total monthly fixed price for Emergency Services – Option Year 2	€

TOTAL ESTIMATED COST PER YEAR – OPTION YEAR 2	€
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During this contract period, the Government shall place orders totaling a minimum of 5,000 minutes per month. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed 300,000 minutes per month. This reflects the contract maximum for this period of performance.

III.4. OPTION YEAR 3 OF SERVICE – from June 1, 2015 until May 31, 2016

Estimated Quantities (base period of the contract, starting on the date of contract award and continuing for a period of 12 months)

III.4.a STANDARD MOBILE PHONE SERVICES**1. ACTIVATION COST NEW PHONES**

	COST PER UNIT €	Estimated QTY	TOTAL ACTIVATION COST €
1.A Activation cost for Mobile Phone		332	
1.B Activation cost for Blackberry		340	

2. CALLS WITHIN BELGIUM

	COST PER MINUTE €	ESTIMATED NUMBER OF MINUTES PER MONTH	ESTIMATED COST PER MONTH €
2.A Calls within the Embassy “Mobile” Group (Fleet Calls)		27,253	
2.B Calls to/within the Provider’s Network		7,080	
2.C Calls to/within other Network Providers Operating in Belgium		16,177	
2.D Calls to Landlines (price for local calls)		6,208	

3. INTERNATIONAL CALLS

	AVERAGE COST PER MINUTE €	ESTIMATED NUMBER OF MINUTES PER MONTH	ESTIMATED COST PER MONTH €
3.A Calls from Belgium to Mobile Phones and Landlines in the Washington, DC Metropolitan Area and the rest of the USA		4,139	
3.B Calls from Belgium to Mobile Phones and Landlines in Europe.		1,842	
3.C Calls from Belgium to Mobile Phones and Landlines in the rest of the World		653	

4. INTERNATIONAL ROAMING

	AVERAGE COST PER MINUTE €	ESTIMATED NUMBER OF MINUTES PER MONTH	ESTIMATED COST PER MONTH €
4.A Incoming Calls (Roaming in) Calls received abroad in Europe.		1,618	
4.B Incoming Calls (Roaming in) Calls received abroad from the USA and the rest of the World.		654	
4.C Outgoing Calls (Roaming out) Calls performed abroad to Europe.		3,194	
4.D Outgoing Calls (Roaming out) Calls performed abroad to the USA and the rest of the World.		1,221	

5. SMS SERVICES WITHIN BELGIUM VIA MOBILE PHONE

	COST PER SMS €	ESTIMATED SMS MESSAGES PER MONTH	ESTIMATED COST PER MONTH €
5.A SMS to other users within the Provider's Network		7,387	
5.B SMS to other Network Providers		3,956	
5.C SMS to other numbers		109	

6. SMS INTERNATIONAL VIA MOBILE PHONE

	AVERAGE COST PER SMS €	ESTIMATED SMS MESSAGES PER MONTH	ESTIMATED COST PER MONTH €
SMS from Belgium to the USA, Europe and the rest of the World		917	

7. INTERNATIONAL SMS ROAMING FOR MOBILE PHONE

	AVERAGE COST PER SMS €	ESTIMATED SMS MESAGES PER MONTH	ESTIMATED COST PER MONTH €
Incoming and Outgoing SMS (Roaming)		1,544	
Total monthly estimated fixed price for <u>Standard Mobile Phone Services</u>, - Option Year 3			€
			X 12 MONTHS
Total annual estimated fixed price for <u>Standard Mobile Phone Services</u>, - Option Year 3			€

III.4.b INTERNET ACCESS SERVICES (DATA)

This section applies only to **Blackberries**. For an overview of Blackberry usage, see attachment 4

1. MONTHLY SUBSCRIPTION

	COST PER UNIT €	Estimated QTY	MONTHLY SUBSCRIPTION COST €
Monthly subscription for Blackberry Multimedia: broadband access, Mobile Data Services, including 500MB national traffic per user per month.		344	

2. BLACKBERRY ROAMING

	COST PER BUNDLE €	ESTIMATED NUMBER OF BUNDLES PER MONTH	ESTIMATED COST PER MONTH €
2.A Bundle Mail Roaming Europe, including minimum 50MB		109	
2.B Bundle Mail Roaming World, including minimum 10MB		113	

Total monthly estimated fixed price for <u>Internet Access Data Services</u>, - Option Year 3	€
	X 12 MONTHS
Total annual estimated fixed price for <u>Internet Access Data Services</u>, - Option Year 3	€

III.4.c. EMERGENCY SERVICES:

	ESTIMATED QUANTITY	ESTIMATED MESSAGES PER YEAR	ESTIMATED COST PER YEAR €
Bulk Emergency Use of SMS: SMS sent from PCs. The System should be able to easily support sending an SMS to a maximum of 10,000 cell phones from common PC applications such as Outlook. Messages will be sent from a maximum of 10 PCs.	One (1) message to 1500 persons every 4 months	3	
	One (1) message to 10000 persons once a year	1	
Total monthly fixed price for <u>Emergency Services</u> - Option Year 3			€
			X 12 MONTHS
Total annual estimated fixed price for <u>Emergency Services</u>, - Option Year 3			€
Summary:			
Total monthly fixed price for Standard Mobile Phone Services – Option Year 3			€
Total monthly fixed price for Internet Access Services (Data) – Option Year 3			€
Total monthly fixed price for Emergency Services – Option Year 3			€
TOTAL ESTIMATED COST PER YEAR – OPTION YEAR 3			€

During this contract period, the Government shall place orders totaling a minimum of 5,000 minutes per month. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed 300,000 minutes per month. This reflects the contract maximum for this period of performance.

III.5. OPTION YEAR 4 OF SERVICE – from June 1, 2016 until May 31, 2017

Estimated Quantities (base period of the contract, starting on the date of contract award and continuing for a period of 12 months)

III.5.a STANDARD MOBILE PHONE SERVICES**1. ACTIVATION COST NEW PHONES**

	COST PER UNIT €	Estimated QTY	TOTAL ACTIVATION COST €
1.A Activation cost for Mobile Phone		332	
1.B Activation cost for Blackberry		340	

2. CALLS WITHIN BELGIUM

	COST PER MINUTE €	ESTIMATED NUMBER OF MINUTES PER MONTH	ESTIMATED COST PER MONTH €
2.A Calls within the Embassy “Mobile” Group (Fleet Calls)		27,253	
2.B Calls to/within the Provider’s Network		7,080	
2.C Calls to/within other Network Providers Operating in Belgium		16,177	
2.D Calls to Landlines (price for local calls)		6,208	

3. INTERNATIONAL CALLS

	AVERAGE COST PER MINUTE €	ESTIMATED NUMBER OF MINUTES PER MONTH	ESTIMATED COST PER MONTH €
3.A Calls from Belgium to Mobile Phones and Landlines in THE Washington, DC Metropolitan Area and the rest of the USA		4,139	
3.B Calls from Belgium to Mobile Phones and Landlines in Europe.		1,842	
3.C Calls from Belgium to Mobile Phones and Landlines in the rest of the World		653	

4. INTERNATIONAL ROAMING

	AVERAGE COST PER MINUTE €	ESTIMATED NUMBER OF MINUTES PER MONTH	ESTIMATED COST PER MONTH €
4.A Incoming Calls (Roaming in) Calls received abroad in Europe.		1,618	
4.B Incoming Calls (Roaming in) Calls received abroad from the USA and the rest of the World.		654	
4.C Outgoing Calls (Roaming out) Calls performed abroad, within Europe.		3,194	
4.D Outgoing Calls (Roaming out) Calls performed abroad to the USA and the rest of the World.		1,221	

5. SMS SERVICES WITHIN BELGIUM VIA MOBILE PHONE

	COST PER SMS €	ESTIMATED SMS MESSAGES PER MONTH	ESTIMATED COST PER MONTH €
5.A SMS to other users within the Provider's Network		7,387	
5.B SMS to other Network Providers		3,956	
5.C SMS to other numbers		109	

6. SMS INTERNATIONAL VIA MOBILE PHONE

	AVERAGE COST PER SMS €	ESTIMATED SMS MESSAGES PER MONTH	ESTIMATED COST PER MONTH €
SMS from Belgium to the USA, Europe and the rest of the World		917	

7. INTERNATIONAL SMS ROAMING FOR MOBILE PHONE

	AVERAGE COST PER SMS €	ESTIMATED SMS MESAGES PER MONTH	ESTIMATED COST PER MONTH €
Incoming and Outgoing SMS (Roaming)		1,544	
Total monthly estimated fixed price for <u>Standard Mobile Phone Services</u>, - Option Year 4			€
			X 12 MONTHS
Total annual estimated fixed price for <u>Standard Mobile Phone Services</u>, - Option Year 4			€

III.5.b INTERNET ACCESS SERVICES (DATA)

This section applies only to **Blackberries**. For an overview of Blackberry usage, see attachment 4

1. MONTHLY SUBSCRIPTION

	COST PER UNIT €	Estimated QTY	MONTHLY SUBSCRIPTION COST €
Monthly subscription for Blackberry Multimedia: broadband access, Mobile Data Services, including 500MB national traffic per user per month.		344	

2. BLACKBERRY ROAMING

	COST PER BUNDLE €	ESTIMATED NUMBER OF BUNDLES PER MONTH	ESTIMATED COST PER MONTH €
2.A Bundle Mail Roaming Europe, including minimum 50MB		109	
2.B Bundle Mail Roaming World, including minimum 10MB		113	

Total monthly estimated fixed price for <u>Internet Access Data Services</u>, - Option Year 4	€
	X 12 MONTHS
Total annual estimated fixed price for <u>Internet Access Data Services</u>, - Option Year 4	€

III.5.c. EMERGENCY SERVICES:

	ESTIMATED QUANTITY	ESTIMATED MESSAGES PER YEAR	ESTIMATED COST PER YEAR €
Bulk Emergency Use of SMS: SMS sent from PCs. The System should be able to easily support sending an SMS to a maximum of 10,000 cell phones from common PC applications such as Outlook. Messages will be sent from a maximum of 10 PCs.	One (1) message to 1500 persons every 4 months	3	
	One (1) message to 10000 persons once a year	1	

Total monthly fixed price for <u>Emergency Services</u> - Option Year 4	€
	X 12 MONTHS
Total annual estimated fixed price for <u>Emergency Services</u>, - Option Year 4	€

Summary:	
Total monthly fixed price for Standard Mobile Phone Services – Option Year 4	€
Total monthly fixed price for Internet Access Services (Data) – Option Year 4	€
Total monthly fixed price for Emergency Services – Option Year 4	€

TOTAL ESTIMATED COST PER YEAR – OPTION YEAR 4	€
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During this contract period, the Government shall place orders totaling a minimum of 5,000 minutes per month. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed 300,000 minutes per month. This reflects the contract maximum for this period of performance.

III.6. GRAND TOTAL

Base Year	_____
Option Year 1	_____
Option Year 2	_____
Option Year 3	_____
Option Year 4	_____
Grand Total	_____

**CONTINUATION TO SF-1449
RFP NUMBER S-BE200-12-R-0019
INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT
SCHEDULE OF SERVICES, BLOCK 20**

1. PERFORMANCE WORK STATEMENT

This solicitation is for mobile telephone services. The Embassy is currently using 680 lines for official purposes. The Contractor shall provide mobile telephones services for the Embassy of the United States of America, Brussels Belgium. Services provided shall include:

- Calls within Belgium
- International calls
- International roaming
- Wireless Application Protocol (WAP)
- SMS messaging
- Voice Mail
- 24 hour Customer service
- Detailed Billing of calls made
- Data Services (via Mobile Phone or Blackberry)
- SMS SPAM Protection
- SMS and Call Blocking
- Service Level Agreement
- Mobile Phone Number Transfer

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 COR (Contractor Officer's Representative) must be immediately informed of any problems, and their resolution.

1.1 CALLS WITHIN BELGIUM

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

1.2 INTERNATIONAL CALLS

The Contractor shall ensure on a 24-hour basis international connectivity with the USA, all European countries and all other worldwide countries where telephone services are available.

1.3 INTERNATIONAL ROAMING

The contractor shall provide as extensive international roaming connectivity as possible, with special interest of the Government for roaming within all Europe and the USA.

1.4 WIRELESS APPLICATION PROTOCOL (WAP)

The contractor shall provide Internet connection through their network to the Wireless Application Protocol (WAP) Internet sites.

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, Dutch and French. Voice Mail Box shall be prepared for each number separately as per standard practice.

1.7 CUSTOMER SERVICE

The contractor shall provide technical support for setting up voice mail, roaming questions, number changes, lost or stolen telephone reporting, and all other matter concerning the mobile telephone services through the Contractor's Project Manager and/or Support Office.

1.8 DETAILED BILLING

1.8.1 The contractor shall provide a monthly breakdown of calls made by individual number. The breakdown shall clearly show:

- Called number
- The time and date of the call
- The duration of the call
- Price per minute
- Split official calls per section, each section receiving a unique client number
Currently we have 82 active client numbers. The actual section names will be given to the contractor after contract award.

1.8.2 The monthly lists of calls made shall be forwarded to the Contracting Officer's Representative (COR) at the end of each current month for the previous month, to the following address:

U.S. Embassy
Attn: JAS/IMO
Regentlaan/Blvd du Régent 27
1000 Brussels

1.9 DATA SERVICES

The contractor shall provide mobile data roaming (GPRS, EDGE, UMTS, 3G, 4G) connectivity for Blackberries with special interest of the Government for roaming within all Europe and the USA.

1.10 SMS SPAM PROTECTION

The contractor shall investigate the amount and nature of SMS SPAM on its network and shall provide anti-SPAM solutions.

1.11 SMS AND CALL BLOCKING

The contractor shall block outgoing SMS to special numbers starting with 3xxx, 7xxx or 9xxx.

The contractor shall block calls to special numbers starting with 090 and 077.

1.12 SERVICE LEVEL AGREEMENT

The contractor shall provide technical support for setting up voice mail, roaming questions, number changes, lost or stolen telephone reporting and all matters concerning the mobile telephone services through the Contractor's Project Manager and/or call center, reachable 24/7 from Belgium as well as from abroad.

2. INVOICING

(a) The Contractor shall submit a monthly invoice to the COR at the address shown in paragraph d. below. A proper invoice must include the following information:

- Contractor's name and bank account information for payments by wire transfers
- Invoice date
- Contract number
- A summary showing a listing of each line with the total monthly price in Euro for that line. A detailed invoice for each agency has to be attached to each summary invoice and should include the cost breakdown by each telephone line according to the pricing schedule
- Agency's name and Agency Client Number
- A detailed list of all calls made for each line
- Prompt payment discount if any
- Name, title, phone number, and address of person to contact in case of defective invoice

(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 or the Financial Management Center (FMC) who will interact with the Contractor on any invoice problems.

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

**U.S. Embassy
Attn: FMC
Regentlaan/Blvd. du Régent 27
1000 Brussels**

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

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

3. KEY PERSONNEL

3.1 The Project Manager must be able to converse in English, Dutch and French. The Contractor shall assign to this contract the following key person:

POSITION/FUNCTION _____ NAME _____

Project Manager
Tel. Number:
Fax Number:
e-mail address:

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 substitution. 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 Belgian country laws.

5. GOVERNMENT FURNISHED PROPERTY

5.1 The Government intends to use Government Owned Equipment and Accessories as listed in Attachment 5. The contractor shall provide a fully functional SIM card, telephone number and appropriate PIN & PUK codes for all existing Government cell phones and Blackberries, at no additional cost.

5.2 A list of Mobile Phone Types that the Government owns and intends to use with the services provided in this contract, as listed in Attachment 5:

6. ADDITION OF NEW LINES

The contractor will provide a fully functional SIM card, telephone number and appropriate PIN & PUK codes to the COR within 24 hours after receiving a modification to 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 another 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, and 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 substitution or addition for any provided product(s) 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 substitution.

Such substitution 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) or services 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) or services shall have capacity, performance, or functional characteristics equal or greater than the current product(s) or services.
- (c) The proposal shall discuss the impact on hardware, services and delivery schedules. The cost of 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. The 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 this clause, the Changes clause, and other applicable clauses of the contract.

10. SPECIAL SHORT TERM PROMOTION

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

11. DELIVERY ORDERS

The Contracting Officer will issue delivery orders, using Optional Form 347, to order mobile phone 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.

12. CUSTOMER SERVICE CENTERS

The contractor is to provide a telephone number for the purpose of reporting billing inquiries and/or customer question regarding accounts and/ or services.

13. SURVIVABILITY AND RECOVERY

The contractor shall have a working system of survivability of the network in case of emergency and serious disaster 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.

14. NUMBER TRANSFER OF MOBILE PHONES

All existing Government mobile phone numbers will be transferred to the contractor that is awarded the contract at no additional charge.

Attachment 1: Summary of Calls made during the months of June thru September, 2011

A) Mobile National Voice Traffic

Average Number of Minutes per Month

LOCAL CALLS	Fix fleet	6591
	Mobile fleet	20662
	Base	4692
	Fix	6208
	Mobistar	7080
	Proximus	11485
	Special calls	1510

B) Mobile International Voice Traffic

Average Number of Minutes per Month

INT. CALLS	AFGHANISTAN	0
	ALBANIA MOBILE	2
	ALGERIA	2
	ARMENIA	2
	AUSTRIA	3
	AUSTRIA GSM	2
	BANGLADESH	6
	CANADA	25
	CHINA	10
	COLOMBIA	0
	COSTA RICA	0
	CROATIA	1
	CROATIA-MOBILE	5
	CZECH REP.	1
	CZECH REP. GSM	18
	DEMOCR REP CONGO	5
	DENMARK	24
	DENMARK GSM	42
	ECUADOR	112
	EGYPT	4
	ESTONIA GSM	0
	FRANCE	298
	FRANCE GSM	314
	GERMANY	182

GERMANY GSM	164
GHANA	1
GIBRALTAR	1
GREECE	10
GREECE-MOBILE	13
GREECE-MOBILE-TIM	1
GUAM	8
HAWAII	2
HUNGARY	2
HUNGARY GSM	4
INDONESIA	3
INMARSAT	49
IRELAND	2
IRELAND GSM	3
IRIDIUM VOICE	10
ISRAEL	6
ISRAEL GSM	1
ITALY	85
ITALY GSM	101
JAMAICA	6
KENYA	0
LATVIA GSM	1
LEBANON	0
LIBYA	62
LUXEMBOURG	9
LUXEMBOURG GSM	38
MACEDONIA	1
MADEIRA	4
MALTA GSM	8
MAURITANIA	14
MEXICO	15
MONTENEGRO	1
MOROCCO	5
NETHERLANDS	91
NETHERLANDS GSM	78
NIGER	10
NIGERIA	0
NORTHERN MARIANA ISLANDS	2
NORWAY	1
NORWAY 4	0
NORWAY GSM	0
Other	2
PAKISTAN	1
POLAND	8

POLAND GSM	21
PORTUGAL	12
PORTUGAL GSM	3
PUERTO RICO	62
ROMANIA GSM	13
ROMANIA-MOBILE- CONNEX	4
RUSSIA	1
RWANDA	1
SENEGAL	0
SLOVAKIA GSM	3
SLOVENIA GSM	0
SOUTH AFRICA	19
SPAIN	23
SPAIN GSM	39
SWEDEN	6
SWEDEN GSM	10
SWITZERLAND	5
SWITZERLAND GSM	59
SYRIA	9
THAILAND	23
THURAYA	84
TUNISIA	87
TURKEY-MOBILE- TURKCELL	2
UK	43
UK GSM	75
UK SPECIAL NUMBERS	10
USA	4118
USA/MICHIGAN	12
USA/MINESOTA	9

Attachment 2: Summary of Roaming during the months of June thru September, 2011

Average Number of Minutes per Month

Roaming out		
	AUSTRIA	52
	CZECH REPUBLIC	44
	DENMARK	7
	ESTONIA	13
	FINLAND	13
	FRANCE	759
	GERMANY	980
	GIBRALTAR	0
	GREECE	19
	HUNGARY	45
	ICELAND	0
	IRELAND	47
	ITALY	195
	LATVIA	18
	LITHUANIA	1
	LUXEMBOURG	107
	MALTA	23
	NETHERLANDS	174
	NORWAY	11
	POLAND	101
	PORTUGAL	62
	SLOVAKIA (Slovak Republic)	1
	SLOVENIA	13
	SPAIN	195
	SWEDEN	22
	SWITZERLAND	19
	UNITED KINGDOM	166
	AFGHANISTAN	2
	ALBANIA	6
	ARGENTINA	20
	BOSNIA AND HERZEGOWINA	2
	CHINA	2
	CROATIA (local name: Hrvatska)	38
	EL SALVADOR	12
	GEORGIA	6
	GHANA	3

GUINEA	0
ISRAEL	0
JORDAN	44
KENYA	0
LEBANON	3
MACEDONIA, THE FORMER YUGOSLAV REPUBLIC OF	8
MALI	4
MEXICO	37
MOLDOVA, REPUBLIC OF	5
MOROCCO	10
SENEGAL	67
SOUTH AFRICA	16
THAILAND	5
TUNISIA	3
TURKEY	48
UNITED ARAB EMIRATES	2
UNITED STATES	985

**Average Number of Minutes
per Month**

Roaming In	AFGHANISTAN	2
	ALBANIA	5
	ARMENIA	4
	AUSTRIA	83
	BULGARIA	2
	CHINA	11
	CROATIA (local name: Hrvatska)	94
	CZECH REPUBLIC	12
	DENMARK	29
	ESTONIA	14
	FINLAND	0
	FRANCE	473
	GEORGIA	11
	GERMANY	194
	GHANA	4
	GREECE	5
	HUNGARY	24
	IRELAND	11
	ISRAEL	38
	ITALY	88
KUWAIT	2	

LATVIA	5
LEBANON	1
LUXEMBOURG	80
MALI	0
MALTA	8
MOLDOVA, REPUBLIC OF	2
MOROCCO	1
NETHERLANDS	143
NIGERIA	15
NORWAY	3
Other	33
POLAND	31
PORTUGAL	30
SENEGAL	8
SLOVENIA	11
SOUTH AFRICA	3
SPAIN	77
SWEDEN	42
SWITZERLAND	15
TANZANIA, UNITED REPUBLIC OF	1
TURKEY	35
UKRAINE	31
UNITED ARAB EMIRATES	1
UNITED KINGDOM	81
UNITED STATES	488
YUGOSLAVIA	21

Attachment 3: Summary of SMS messages, during the months of June thru September, 2011**Average Number of SMS
per Month**

SMS		
	To the Embassy Fleet	4324
	To Fix lines	9
	International	917
	To provider Mobistar	3063
	To provider Proximus	2913
	To provider Base	1043
	Roaming	1544
	Special SMS	100

Attachment 4: Average of mobile internet connections during the months of June thru September, 2011

Average of mobile internet connections – total volume: 6,752,944 kb

Average of mobile internet connections – in Belgium: 5,727,071 kb

Average of mobile internet connections – Abroad: 1,025,872 kb

Attachment 5: Government Furnished Property
Total number of Cellular Phones and Blackberries by model number

CELL PHONE BLACKBERRY MODELS	QTY
---	------------

Blackberry	
9780	37
9700	116
9000	51
9800	18
8820	27
8900	26
8320	13
8700	5
8800	10
9870	7
7290	2
Unknown	27
TOTAL:	339

Nokia	
3120	1
C2-01	28
3109	3
5230	3
6021	2
3410	5
6100	19
6303	6
C1-01	5
1616	19
2330	4
1661	21
2720	1
3100	1
2680	19
3210	2
TOTAL:	139

Samsung	
C3050	67
others	4
TOTAL:	71

Sony Ericsson	
unknown	3

Motorola	
unknown	9

iPhone	
unknown	16

iPad	
unknown	6

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4, CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JUN 2010), is incorporated by reference. (See SF-1449, block 27a).

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items. (Nov 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

___ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

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

___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

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

X (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (6) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) ([31 U.S.C. 6101 note](#)).

___ (7) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (8) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

___ (9) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

___ (10) [Reserved]

- __ (11)(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).
- __ (12)(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](#).
- __ (13) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- __ (14)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).
- __ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- __ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- __ (iv) Alternate III (Jul 2010) of [52.219-9](#).
- __ (15) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- __ (16) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- __ (17) [52.219-16](#), Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- __ (18)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- __ (ii) Alternate I (June 2003) of [52.219-23](#).
- __ (19) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- __ (20) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- __ (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 Rerepresentation (Apr 2009) ([15 U.S.C. 632\(a\)\(2\)](#)).
- __ (23) [52.219-29](#) Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (Nov 2011).
- __ (24) [52.219-30](#) Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Nov 2011).
- __ (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- __ (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (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 (Sep 2010)([38 U.S.C. 4212](#)).

- ___ (30) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- ___ (31) [52.222-37](#), Employment Reports on Veterans (SEP 2010) (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 (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ___ (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) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- ___ (36)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
 - ___ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- X (37) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ___ (38) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- ___ (39)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
 - ___ (ii) Alternate I (Jan 2004) of [52.225-3](#).
 - ___ (iii) Alternate II (Jan 2004) of [52.225-3](#).
- ___ (40) [52.225-5](#), Trade Agreements (NOV 2011) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- X (41) [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).
- ___ (42) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (43) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- X (44) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- ___ (45) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- X (46) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

- ___ (47) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).
- ___ (48) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).
- ___ (49) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- ___ (50)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- ___ (ii) Alternate I (Apr 2003) of [52.247-64](#).

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

- ___ (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- ___ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- ___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- ___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- ___ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 351](#), *et seq.*).
- ___ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).
- ___ (7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- ___ (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

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

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

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

disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

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

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

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

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

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

___Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

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

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

(xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).

(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

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

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

(End of clause)

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. 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" (e.g., Yahoo, Excite, Alta Vista, etc.) 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>
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)

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 than 5,000 minutes per month, 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 300,000 minutes per month;
- (2) Any order for a combination of items in excess of 300,000 minutes per month; or
- (3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(b) 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 ten (10) 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 Request for Proposals (RFP) S-BE200-12-R-0019
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effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond 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 sixty (60) months/ five (5) years.

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

Funds are not presently available for performance under this contract beyond 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 one (1) copy WITHOUT ANY VAT 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).

- (1) Contractor's name and bank account information (for payments by wire transfers).**
- (2) Invoice date.**
- (3) Embassy Contract number.**
- (4) Summary of services and location.**
- (5) Prompt payment discount, if any.**
- (6) Name, Title, Phone Number and Address of person to contact in case of an incorrect invoice.**

(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*.

(c) The Standard Form 30, *Modification of Contract*

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

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this

contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

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

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

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

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

(2) That it 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 (JUN 2008), 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 Embassy/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, demonstrating prior experience with relevant past performance information and references;
- (4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- (5) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).
- (6) Information on Connectivity within Belgium.
- (7) List of international roaming contracts
- (8) Evidence that the contractor has a recovery plan in the event of an emergency or disaster.
- (9) List of different formats of electronic billing.

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

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

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

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-6	Contractor Identification Number --Data Universal Numbering System (DUNS)Number (APR 2008)
52.209-7	Information Regarding Responsibility Matters (JAN 2011)
52.209-9	Updates of Information Regarding Responsibility Matters ALT (Jan 2011)
52.214-34	Submission of Offers in the English Language (APR 1991)

THE FOLLOWING DOSAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

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

- (a) The Department of State’s Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.
- (b) The Department of State’s Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not

participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

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

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 received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals 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. The Government reserves the right to conduct a field test of the quoter's network within Belgium 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
 - otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

THE FOLLOWING FAR PROVISIONS ARE PROVIDED IN FULL TEXT:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 Offeror Representations and Certifications—Commercial Items. (Nov 2011)

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

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

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

“Forced or indentured child labor” means all work or service—

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

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

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

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided

to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
 - (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
 - (3) Consist of providing goods or services to marginalized populations of Sudan;
 - (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
 - (5) Consist of providing goods or services that are used only to promote health or education;
- or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern”—

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

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

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

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

(c) 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.* 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.* 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.* The offeror represents, for general statistical purposes, that it is, or is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* The offeror represents that it is, or is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. The offeror represents that—

(i) It is, or is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, or 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 in reference to the WOSB concern or concerns that are participating in the joint venture. Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. The offeror represents that—

(i) It is, or is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, or 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 in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns 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).* The offeror represents that it is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(10)

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

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

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

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

(11) *HUBZone small business concern*. The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

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

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to

provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

Line Item No. Country of Origin

Line Item No.	Country of Origin

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

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

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

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

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

Line Item No. Country of Origin

Line Item No.	Country of Origin

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

Other Foreign End Products:

Line Item No. Country of Origin

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

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

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

Canadian End Products:

Line Item No.

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

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

Canadian or Israeli End Products:

Line Item No. Country of Origin

(4) *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)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

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

Other End Products:

Line Item No. Country of Origin

Line Item No.	Country of Origin

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

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

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

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

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

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

(ii) *Examples.*

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

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

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

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

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*.

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

(2) *Certification.*

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

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

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

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

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

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

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

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

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

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

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

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

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

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

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

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

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

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (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) *Sanctioned activities 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 Certification.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

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

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

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

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

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

(End of provision)

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

THE FOLLOWING DOSAR PROVISION IS PROVIDED IN FULL TEXT:

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

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

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

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

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

(2) Discriminating in the award of subcontracts on the basis of religion.

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

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

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

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

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

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

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

(d) If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

(End of provision)