

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 08/19/2020		4. REQUISITION/PURCHASE REQ. NO. PR9278054	
5. PROJECT NO. (If applicable)		6. ISSUED BY AMERICAN EMBASSY BOGOTA CARRERA 45 NO 24B-27 ATTN: NAS BOGOTA, COLOMBIA		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street,city,county,State,and ZIP Code)		9a. AMENDMENT OF SOLICITATION NO. PR9278024-AMEND 002		9b. DATED (SEE ITEM 11) 07/17/2020	
		10a. MODIFICATION OF CONTRACT/ORDER NO.		10b. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<p><input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>  1  </u> copy of the amendment;(b) By acknowledging receipt of this amendment on each copy of the offer submitted; or(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers.</p> <p><b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return <u>    </u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
A. The purpose of this amendment is to 1) add provision at FAR 52.204–24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment in full text in Section 5, and, 2) add clause at FAR 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment in Section 2 as prescribed.					
B. The closing date is extended until August 25,2020 at 4:00 pm local time.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME OF CONTRACTING OFFICER <b>Julie E. Heumphreus</b>		
15B. NAME OF CONTRACTOR/OFFEROR  BY _____ (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED



**RFQ Number PR9278024**

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Attachment 1 – Statement of Work (SOW)

**SECTION 1 – THE SCHEDULE**

Continuation to SF-1449, RFQ Number PR9278024, Schedule, Block 20

**1.0 TYPE OF CONTRACT**

This is a **firm-fixed price** (FFP) purchase order payable entirely in Colombian pesos (COP) for Colombian firms and US dollars (USD) for US firms. The price includes all direct and indirect costs, overhead, general and administrative expense, profit, shipping/delivery charges, insurance, assembly, etc. The price will not be subject to adjustment after award. No additional sums will be payable for any escalation in the cost of materials, equipment or labor, or because of the Contractor's failure to properly estimate or accurately predict the cost or difficulty of completing the contract. The Government will not adjust the contract price due to fluctuations in the cost of contract performance or due to fluctuations in exchange rates.

**2.0 PRICES**

#	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
001	INL Colombia seeks a detailed analysis of its End Use Monitoring Program. The previous audits focused on accountability but were inconclusive as to any deficiency in the unit’s execution of its functions. Per regulatory requirements, INL must conduct 100% accountability of the assets that are in service in our database, the Integrated Logistics Management System (ILMS). The EUM team has consistently achieved an annual rate of inspection of between 70 and 75%. Given the rate of inspection, this review is intended to delve into the regulatory requirements versus the output of the EUM team. This will require an evaluation of the structure, manpower, and its approach in executing its functions. It will evaluate the program’s management and efficiency in reaching its objective of 100% annual accountability. The contractor will assess the strengths and weaknesses of the program, qualifications of the EUM personnel, and adequacy of the staffing, sufficiency of regulatory	1	Service		

	<p>guidelines and training, and its overall effectiveness. The U.S. Government will make available copies of the INL EUM SOPP, INL Colombia’s EUM SOPPs, all INL EUM supporting documents, the position descriptions of the personnel currently supervising and executing EUM functions, the planning schedule, and other relevant reports. As part of the assessment, the contractor will witness INL Colombia’s daily execution of its EUM program, interview its staff, with possible travel to the field, up to four visits, to observe the EUM and Logistics Coordinators conducting EUM site visits in order to make training assessments of the INL Colombia EUM Program. All recommendations arising from this review and assessment must comply with all regulatory requirements. See Attachment 1 Statement of Work (SOW)//</p>				
002	<p>Defense Base Act (DBA) as per FAR 52.228-3-Workers’ Compensation Insurance</p>	1	Each		
	<b>TOTAL AMOUNT</b>				<b>\$</b>

**3.0 VALUE ADDED TAX**

Value Added Tax (VAT) or Impuesto a las Ventas (IVA)

The Contractor will not be reimbursed VAT or IVA under this contract by the USG, as described in the tax relief procedures as follows:

**TAX RELIEF PROCEDURES**

(a) General. This clause supplements FAR 52.229-6, Taxes – Foreign Fixed-Price Contracts (Reference 29.402-1(a)). The prices set forth in this contract are exclusive of all taxes and duties from which the U.S. Government is exempt by virtue of agreement between the U.S. Government and the Government of Colombia.

(b)(1) Procedures. The Contractor shall follow the procedures in paragraph (c) of this clause regarding tax relief as provided in the agreement between the U. S. Government and Colombia. The diplomatic tax privilege belongs to the U.S. Government, and applies to taxes and duties payable to Colombia that are

directly attributable to contract costs identified in paragraph (c) as subject to exemption, e.g., taxes or duties levied by Colombia on labor and materials that are applied to or utilized in performance of this contract.

(2) The procedures in paragraph (c) are based on the current local tax relief agreement between the US Government and Colombia and are subject to change.

(c) The following procedures are included in, or are derived from, the agreement negotiated with Colombia and are hereby incorporated into this clause:

“Any quotation, invoice or bill to be submitted to the USG/INL Colombia for payment of cost incurred under this contract should reflect zero value concerning VAT or IVA (Impuesto a las Ventas). Upon contract award, the Office of INL Bogota will issue an exemption letter (Exencion de Impuesto) to the awardee to be presented to the Government of Colombia for any claim that may arise during the performance of this contract. The awardee, not the USG will coordinate directly with the Government of Colombia on any VAT or IVA matter under this contract.”

(d) Remedies. The Government may impose the following remedies in the event the Contractor fails to follow the procedures outlined in paragraph (c) of this clause. These actions are in addition to any other remedies available to the Government:

(1) The Contracting Officer may suspend contract payments in accordance with the procedures at FAR 32.503-6(a)(1).

(2) The Contracting Officer may terminate the contract for default in accordance with the procedures at FAR Subpart 49.4.

(3) The Contracting Officer may refer the case to the agency suspension and debarment official, in accordance with agency procedures, pursuant to FAR Subpart 9.4.

(e) Audit. The Contracting Officer shall have the right to examine and audit all records and other evidence regarding the Contractor’s compliance with the requirements of this clause.

#### **4.0 REQUIRED PRODUCTS / SERVICES**

Refer to 2.0 – Prices, for a complete list of products/services required.

#### **5.0 DELIVERY AND MARKING INSTRUCTIONS**

FOB Destination. Contractor shall deliver the services to the addresses described in the Statement of Work (SOW).

All services shall be delivered as soon as possible, but not later than seventy five (75) calendar days after receipt of order (ARO) to the following location:

#### **6.0 INVOICING INSTRUCTIONS**

The Contractor must submit invoice(s) for payment once product(s) and/ or service(s) are received by Government. No advance payments are allowed.

The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this order 30 days after receipt the invoice.

The Contractor must submit invoice(s) for payment via electronic invoice:

#### **Electronic Invoice(s) via PDF File**

The contractor must send an electronic copy of invoice(s) to the following e-mail address:  
[BogotaFactura@state.gov](mailto:BogotaFactura@state.gov)

The PDF File must be marked as follows: **PR Number Company Name**

**For example: PR9278024\_ABCShipping.pdf**

The subject of the email must be the same as the electronic invoice file name: **Subject: PR Number and Company Name**

Vendors may request a payment status update directly from the Financial Management Center by emailing [BogotaPS@state.gov](mailto:BogotaPS@state.gov) beginning 30 days after submitting an invoice for payment.

**A proper invoice must include the following information:**

1. Contractor's name and bank account information for payments by wire transfers;
2. Contractor's name, telephone, and mailing address;
3. Invoice date and number;
4. Procurement Request Number (PR);
5. Description, quantity, unit of measure, unit price, and extended price of property delivered or services performed;
6. Name, title, phone number, and address of person to contact in case of defective invoice.
7. Identification as "Original Invoice." Any copy of an Original Invoice should be marked "Copy of Original Invoice" with a sequential number (1st, 2nd, 3rd, etc.).

**NIT EMBAJADA USA: 800090823-1**

**Note: If an invoice does not comply with the above requirements, the Embassy reserves the right to reject the invoice as improper and return it to the Contractor within seven (7) calendars days. The Contractor must then resubmit a proper invoice.**

## **7.0 INSPECTION AND ACCEPTANCE OF SUPPLIES**

Unless otherwise specified at the delivery order level, inspection and acceptance of supplies to be delivered under this contract shall be made at destination by the Contracting Officer (or an authorized representative appointed in accordance with DOSAR 652.242-70).

The final inspection and acceptance of ALL services shall be performed by the U.S. government upon their final deliverable. The payment(s) to the Contractor shall be made following satisfactory inspection and acceptance of services by the Office of INL in Colombia. If services does not fulfill requested technical specifications, INL Bogota will contact the vendor. Vendor shall evaluate and replace returned services with no cost to INL.

INL will have 15 days (Calendar Days) to inspect and accept all services. The INL's logistics team will document receipt and transfer of services as their final deliverable. An INL generated receiving report shall include the complete inventory of all elements received for transfer, detailing: service description and any special features noted.

## **8.0 INL SOURCE-NATIONALITY RESTRICTIONS**

(a) Except as may be specifically approved by the contracting officer, the contractor must procure all commodities (*e.g.*, equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements at 22 CFR part 228 “Rules on Procurement of Commodities and Services Financed by USAID.” Guidance on eligibility of specific goods or services, and applicable INL waivers, may be obtained from the contracting officer.

(b) *Restricted goods.* The contractor must obtain prior written approval of the contracting officer or comply with required procedures under an applicable waiver as provided by the contracting officer when procuring any of the following goods or services:

- (1) Agricultural commodities;
- (2) Motor vehicles;
- (3) Pharmaceuticals and contraceptive items;
- (4) Pesticides;
- (5) Fertilizer;
- (6) Used equipment; or
- (7) U.S. Government-owned excess property.

If the contracting officer determines that the contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the contracting officer or fails to comply with required procedures under an applicable waiver as provided by the contracting officer, and has received payment for such purposes, the contracting officer may require the contractor to refund the entire amount of the purchase.

## **9.0 EXPORT RESTRICTIONS**

(a) The Contractor shall comply with all U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract.

(b) In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(c) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this order, including instances where the work is to be performed in the US where the foreign person will have access to export-controlled technical data or software.

(d) The Contractor shall be responsible for all regulatory recordkeeping requirements associated with the use of licenses and license exemptions/exceptions.

(e) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(f) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations.

#### **10.0 NONPAYMENT FOR UNAUTHORIZED WORK**

No payments will be made for any unauthorized supplies or services or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of his own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and/or conditions of this contract.

#### **11.0 STANDARDS OF CONDUCT**

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity at all times and shall be responsible for their employee's performance and the quality of the employees' services. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the U. S. Government. The U.S. Government reserves the right to direct the Contractor to remove an employee from performance under this contract for failure to comply with said standards of conduct. The Contractor shall immediately replace such an employee at no additional cost to the Government.

#### **12.0 SAFEGUARDING INFORMATION**

The Contractor and its employees shall exercise the most discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance under this contract which has not been made public, except in the necessary performance of their duties or upon written authorization of the Contracting Officer. All documents and records (including photographs) generated during the performance of work under this contract shall be for the sole use of and become the exclusive property of the U.S. Government. Furthermore, no article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of work performed under this contract shall be published or disseminated through any media without the prior written authorization of the Contracting Officer. These obligations do not cease upon the expiration or termination of this contract. The Contractor shall include the substance of this provision in all contracts of employment and in all subcontracts hereunder.

The Contractor, or anyone acting on its behalf, shall not refer to the supplies, services, or equipment furnished under this contract in any news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer (CO).

#### **13.0 CONFIDENTIALITY CLAUSE**

The Contractor and its employees shall exercise the utmost discretion concerning all matters relating to their duties and functions. They shall not communicate to any person any information known to them

by reason of their performance of services under this contract, which has not been made public, except in the necessary performance of their duties or upon written authorization of the Contracting Officer

All documents and records (including photographs) generated during the performance of work under this contract shall be for the sole use and become the exclusive property of US Government. Furthermore, no article, book, pamphlet, email, recording, broadcast, speech television appearance, film or photograph concerning any aspect of work performed under this contract shall be published or disseminated through any media without the prior written authorization of the Contracting Officer. These obligations do not cease upon the expiration or termination of this contract. The Contractor shall include the substance of this provision in all contracts of employment and in all subcontracts hereunder.

Likewise, the CONTRACTOR must be committed under a confidentiality agreement signed with US Government, that the information provided may not be partially or totally disclosed to third parties, nor used for purposes other than the development of the contract. Likewise, the CONTRACTOR shall ensure the care, confidentiality and correct use of the information delivered and generated during the execution of the contract, as well as of the elements that US Government makes available for its execution.

#### **14.0 CONTRACTOR COMMITMENTS, WARRANTIES, AND REPRESENTATIONS**

Any written commitment by the Contractor within the scope of this contract shall be binding upon the Contractor. For the purpose of this clause, a written commitment by the Contractor is limited to the quotation submitted by the Contractor, and to specific written modifications to the quotation. Written commitments by the Contractor are further defined as including (1) any warranty or representation made by the Contractor in a quotation as to hardware or software performance; total systems performance; and other physical, design, or functional characteristics of equipment, software package or system, or installation date; (2) any warranty or representation made by the Contractor concerning the characteristics or items described in (1) above, made in any publications, drawings, or specifications accompanying or referred to in a quotation; and (3) any modification of or affirmation or representation as to the above which is made by the Contractor in or during the course of negotiations, whether or not incorporated into a formal revision to the quotation.

#### **15.0 WARRANTY NOTIFICATION**

In accordance with FAR 46.706(b)(5), the Contractor shall stamp or mark the supplies delivered, or otherwise furnish notice with the supplies, of the existence of a warranty, if any. Sufficient information shall be presented for supply personnel and users to identify warranted supplies.

Warranty shall be effective in Colombia. Re-exporting procedures during the warranty period, if requested, shall be covered by the contractor during the term of the same. Warranty, maintenance and support must be provided in country (Colombia).

The vendor must provide quality warranty for at least twelve (12) months for the above items (referring to tangible elements), or as stated in the technical specifications of each item. If INL receives a warranty claim for any product(s), it will be sent to the vendor's location to perform an evaluation, with no charge to INL, to verify the status of the claim and the product. If the warranty department of the vendor determines that the product has a defect covered under the warranty, vendor must replace. INL is not responsible for any transportation charges. Replacement products must be in new condition.

The vendor must guarantee, through a certification, that the manufacturer's representative is able to provide support within Colombia, at least in the main cities. During the warranty period, the contractor must respond to any technical requests over the phone or e-mail in a maximum of two hours. During the warranty period, the contractor must repair the equipment and leave it in perfect operating condition in a maximum response time of 48 hours, at the site of the request.

**16.0 ORGANIZATIONAL CONFLICT OF INTEREST - GENERAL**

- (a) The Contractor warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- (b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take to avoid or mitigate the actual or potential conflict.
- (c) If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts.

## SECTION 2 - CONTRACT CLAUSES

### I. FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

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

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known);

supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

*(End of clause)*

**II. FAR 52.252-2 -- Clauses Incorporated by Reference (Feb 1998)**

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

FAR and DOSAR clauses may be accessed at: <https://acquisition.gov>

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
FAR 52.204-13	System for Award Management Maintenance	Oct 2018
FAR 52.204-18	Commercial and Government Entity Code Maintenance.	Jul 2016
FAR 52.212-4	Contract Terms and Conditions—Commercial Items.	Oct 2018
FAR 52.225-14	Inconsistency Between English Version and Translation of Contract.	Feb 2000
FAR 52.228-3	Workers' Compensation Insurance (Defense Base Act) Note: The Offeror shall include DBA insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at: <a href="http://www.dol.gov/owcp/dlhwc/lscarrier.htm">http://www.dol.gov/owcp/dlhwc/lscarrier.htm</a>	Jul 2014
FAR 52.229-6	Taxes -- Foreign Fixed-Price Contracts	Feb 2013
FAR 52.232-24	Prohibition of Assignment of Claims	May 2014
FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Dec 2013
DOSAR 652.229-70	Excise Tax Exemption Statement for Contractors Within the United States	Jul 1988
DOSAR 652.242-73	Authorization and Performance	Aug 1999
DOSAR 652.243-70	Notices	Aug 1999
DOSAR 652.247-70	Notice of Shipments	Feb 2015
DOSAR 652.247-71	Shipping Instructions	Feb 2015

### III. Applicable Clauses Provided in Full-Text

#### FAR 52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Aug 2020)

(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) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ( [19 U.S.C. 3805 note](#))).

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

(1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUNE 2020), with *Alternate I* (OCT 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

(2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([41 U.S.C. 3509](#))).

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

(4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ( [31 U.S.C. 6101 note](#)).

(5) [Reserved].

(6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) ([31 U.S.C. 6101 note](#)).

(9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).

(10) [Reserved].

(11)

(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) ([15 U.S.C. 657a](#)).

(ii) Alternate I (MAR 2020) of [52.219-3](#).

(12)

- (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
  - (ii) Alternate I (MAR 2020) of [52.219-4](#).
  - (13) [Reserved]
  - (14)
- (i) [52.219-6](#), Notice of Total Small Business Set-Aside (MAR 2020) of [52.219-6](#) ([15 U.S.C. 644](#)).
  - (ii) Alternate I (MAR 2020) of [52.219-6](#).
  - (15)
- (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (MAR 2020) ([15 U.S.C. 644](#)).
  - (ii) Alternate I (MAR 2020) of [52.219-7](#).
  - (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
  - (17)
- (i) [52.219-9](#), Small Business Subcontracting Plan (JUN 2020) ([15 U.S.C. 637\(d\)\(4\)](#)).
  - (ii) Alternate I (NOV 2016) of [52.219-9](#).
  - (iii) Alternate II (NOV 2016) of [52.219-9](#).
  - (iv) Alternate III (JUN 2020) of [52.219-9](#).
  - (v) Alternate IV (JUN 2020) of [52.219-9](#)
  - (18)
- (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
  - (ii) Alternate I (MAR 2020) of [52.219-13](#).
  - (19) [52.219-14](#), Limitations on Subcontracting (MAR 2020) ([15 U.S.C. 637\(a\)\(14\)](#)).
  - (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (JAN 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
  - (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) ([15 U.S.C. 657f](#)).
  - (22)
- (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (MAY 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).
  - (ii) Alternate I (MAR 2020) of [52.219-28](#).
  - (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (MAR 2020) ([15 U.S.C. 637\(m\)](#)).
  - (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar2020) ([15 U.S.C. 637\(m\)](#)).
  - (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
  - (26) [52.219-33](#), Nonmanufacturer Rule (MAR 2020) ([15 U.S.C. 637\(a\)\(17\)](#)).
  - (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
  - (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN2020) (E.O.13126).
  - (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
  - (30)
- (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
  - (ii) Alternate I (FEB 1999) of [52.222-26](#).
  - (31)
- (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
  - (ii) Alternate I (JUL 2014) of [52.222-35](#).

- (32)
- (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
- \_\_\_ (ii) Alternate I (JUL 2014) of [52.222-36](#).
- \_\_\_ (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (35)
- (i) [52.222-50](#), Combating Trafficking in Persons (JAN 2019) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- \_\_\_ (ii) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- \_\_\_ (36) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (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](#).)
- \_\_\_ (37)
- (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.)
- \_\_\_ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- \_\_\_ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- \_\_\_ (40)
- (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (OCT 2015) of [52.223-13](#).
- \_\_\_ (41)
- (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun2014) of [52.223-14](#).
- \_\_\_ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).
- \_\_\_ (43)
- (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (JUN 2014) of [52.223-16](#).
- (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- \_\_\_ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- \_\_\_ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).
- \_\_\_ (47)
- (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).
- \_\_\_ (ii) Alternate I (JAN 2017) of [52.224-3](#).
- \_\_\_ (48) [52.225-1](#), Buy American-Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
- \_\_\_ (49)
- (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

- \_\_ (ii) Alternate I (MAY 2014) of [52.225-3](#).
- \_\_ (iii) Alternate II (MAY 2014) of [52.225-3](#).
- \_\_ (iv) Alternate III (MAY 2014) of [52.225-3](#).
- \_\_ (50) [52.225-5](#), Trade Agreements (OCT 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- X (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302](#)Note).
- \_\_ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov2007) ([42 U.S.C. 5150](#)).
- \_\_ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).
- \_\_ (55) [52.229-12](#), Tax on Certain Foreign Procurements (JUN 2020).
- \_\_ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (FEB 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- \_\_ (57) [52.232-30](#), Installment Payments for Commercial Items (Jan2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- X (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([31 U.S.C. 3332](#)).
- \_\_ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- \_\_ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).
- \_\_ (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).
- \_\_ (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).
- \_\_ (63)
  - (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](#).
  - \_\_ (iii) Alternate II (FEB 2006) of [52.247-64](#).
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
  - [*Contracting Officer check as appropriate.*]
  - \_\_ (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter67](#)).
  - \_\_ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
  - \_\_ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
  - \_\_ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( [29U.S.C.206](#) and [41 U.S.C. chapter 67](#)).

\_\_ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

\_\_ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

\_\_ (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (DEC 2015).

\_\_ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_\_ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(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, as defined in FAR [2.101](#), on the date of award of this contract, 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 (JUN 2020) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([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 the applicable threshold

specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

- (vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
  - (vii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).
  - (viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
  - (ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
  - (x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
  - (xi) [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](#).
  - (xii) [52.222-41](#), Service Contract Labor Standards (Aug2018) ([41 U.S.C. chapter 67](#)).
  - (xiii)
  - (A) [52.222-50](#), Combating Trafficking in Persons (JAN 2019) ([22 U.S.C. chapter 78](#) and E.O 13627).
  - (B) Alternate I (Mar2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
  - (xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ([41 U.S.C. chapter 67](#)).
  - (xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY2014) ([41 U.S.C. chapter 67](#)).
  - (xvi) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).
  - (xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (DEC 2015).
  - (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
  - (xix)
  - (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
  - (B) Alternate I (JAN 2017) of [52.224-3](#).
  - (xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
  - (xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
  - (xxii) [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)*

**FAR 52.211-8 -- Time of Delivery (Jun 1997)**

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE		
ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

001	<b>See Section 1 – 2.0 Prices</b>	No later than seventy five (75) calendar days after receipt of order (ARO)
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The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

<b>OFFEROR’S PROPOSED DELIVERY SCHEDULE</b>		
<b>ITEM NO.</b>	<b>QUANTITY</b>	<b>WITHIN DAYS AFTER DATE OF CONTRACT</b>
001	<b>See Section 1 – 2.0 Prices</b>	

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor’s date of receipt of the contract or notice of award by adding

(1) five calendar days for delivery of the award through the ordinary mails, or

(2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term “working day” excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

*(End of Clause)*

**SECTION 3 - SOLICITATION PROVISIONS**

**I. FAR 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address (es):

FAR and DOSAR clauses may be accessed at: <https://acquisition.gov>

NUMBER	TITLE	DATE
FAR 52.204-7	System for Award Management	Oct 2018
FAR 52.204-16	Commercial and Government Entity Code Reporting.	Jul 2016
FAR 52.212-1	Instructions to Offerors—Commercial Items	Oct 2018
FAR 52.214-34	Submission of Offers in the English Language.	Apr 1991
FAR 52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications	Aug 2018

**II. Applicable Solicitation Provisions Provided in Full-Text**

**FAR 52.225-17 -- Evaluation of Foreign Currency Offers (Feb 2000)**

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the U.S. Embassy Bogota exchange rate (<http://ice.cgfs.state.sbu/>) in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures--
  - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
  - (2) On the date specified for receipt of proposal revisions.

### III. Addendum to FAR 52.212-1

#### 1.0 QUESTIONS REGARDING THIS SOLICITATION

Questions pertaining to this solicitation, if any, must be emailed to [sarmienton@state.gov](mailto:sarmienton@state.gov) and [BogotaINLSolicitation@state.gov](mailto:BogotaINLSolicitation@state.gov) **no later than 04:00 pm local (Bogota, Colombia) time on July 24, 2020**. Questions received after this date and time may not be answered prior to the solicitation closing. All emails must include the following subject line: "PR9278024 – Questions – Your Company Name".

#### 2.0 SUBMISSION OF QUOTATIONS

Quotations must be submitted via email to [sarmienton@state.gov](mailto:sarmienton@state.gov) and [BogotaINLSolicitation@state.gov](mailto:BogotaINLSolicitation@state.gov). Quotations must be received by the Government, at the before-mentioned email addresses, **no later than 04:00 pm local (Bogota, Colombia) time on August 25, 2020**. Quotations received after this exact date and time will not be considered for award. No other method of quotation submission is acceptable. Quotations received through other methods will not be considered for award. Include the following subject line on all emails transmitting quotations: "PR9278024 – Quotation – Your Company Name".

If your company's quotation will exceed 5 MB you must contact [sarmienton@state.gov](mailto:sarmienton@state.gov) to receive further instructions.

#### 3.0 QUOTE PREPARATION INSTRUCTIONS

To be considered for award, each quote must include:

- (a) Completed SF-1449, Blocks 17a, 30a, 30b and 30c.
- (b) Proposed Prices: Section 1 – 2.0 Prices.
- (c) Include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from award consideration.
- (d) Proposed Delivery Date. Complete and submit FAR 52.211-8 (Time of Delivery).
- (e) Product(s) Description. The Contracting Officer will evaluate products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.  
  
Include a technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary. Describe the terms if any express warranty.
- (f) Representations and Certifications: Complete, sign, and submit all representations and certifications included in Section 5 of this solicitation.
- (g) All Quotes must be valid for 90 days from the closing date for this solicitation. No exceptions or qualifications.

- (h) The Seller confirms to have sourced all products submitted in this Quote from manufacturer-approved channels, in accordance with all applicable laws and manufacturer's current applicable policies at the time of purchase.

## SECTION 4 - EVALUATION FACTORS

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR).

- Award will be made to the **lowest priced, technically acceptable**, responsible quoter.
- The Government reserves the right to reject quotations that are incomplete, non-compliant with the terms of this solicitation, or that are unreasonably high in price.
- For evaluation purposes, the price will be determined by multiplying the offered prices times the quantities stated in the schedule, and arriving at a grand total, including all options, if any.
- To be considered for award, the offeror must possess a satisfactory record of past performance delivering similar products to the ones required in this solicitation. The Government will also consider the magnitude and scope of previous contracts.
- The Government will determine quoter responsibility by analyzing whether the apparent successful quoter complies with the standards of FAR 9.104.
- Unless an exception in FAR 4.1102 applies, offeror must be registered in SAM ([www.sam.gov](http://www.sam.gov)) in order to be eligible for award. If the offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered offeror.

## SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

### FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items.

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

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It  will,  will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It  does,  does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

*(End of provision)*

**FAR 52.212-3 -- Offeror Representations and Certifications-Commercial Items (Jun 2020)**

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

(a) Definitions. As used in this provision—

“Covered telecommunications equipment or services” has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

Forced or indentured child labor means all work or service—

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

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

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

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

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Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

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

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

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”—

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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 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.

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.

(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 in SAM

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM 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(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

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

(1) Small business concern. The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it  is,  is not a small disadvantaged business concern as defined in 13 CFR124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is,  is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that-

(i) It  is,  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,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that-

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

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is a women-owned business concern.

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

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It  is,  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  is,  is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone

small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246- (1) Previous contracts and compliance. The offeror represents that-

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

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

(2) Affirmative Action Compliance. The offeror represents that-

(i) It  has developed and has on file,  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  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 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

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

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

[List as necessary]

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

products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

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

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

<b>Line Item No.</b>	<b>Country of Origin</b>
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[List as necessary]

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

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

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

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

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

(4)  Have,  have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing

with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Line Item No.	Country of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

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

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

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

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

(2)  Outside the United States.

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

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

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

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

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

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror  does  does not certify that–

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

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

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

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

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

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

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

(l) Taxpayer Identification Number (TIN) ( 26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM 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).

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other \_\_\_\_\_.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

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) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that—

(i) It  is,  is not an inverted domestic corporation; and

(ii) It  is,  is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran. (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

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

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

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

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

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

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

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

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

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

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that-

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or

debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

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

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

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it  is or  is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark “Unknown”).

Predecessor legal name: \_\_\_\_\_.

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

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked “does” in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: \_\_\_\_\_.

(u) (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services-Representation. Section 889(a)(1)(A) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(2) The Offeror represents that it  does,  does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of Provision)

Alternate I (Oct2014). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

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(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

**ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION AND DISCLOSURE**

(a) The offeror certifies, to the best of its knowledge and belief, that it [ ] is [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest, as defined in FAR 9.501, which relates to the work to be performed pursuant to this solicitation. As used herein, "offeror" means the proposer or any of its affiliates or proposed consultants or subcontractors of any tier.

(b) If the offeror is aware of any such information, the offeror shall provide a disclosure statement as part of its proposal which describes in a concise manner all relevant facts concerning any past, present, or planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder and bearing on whether the offeror may have a potential organizational conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage. The offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict

(c) The Government will review the statement submitted and may require additional relevant information from the offeror. All such information, and any other relevant information known to the Government, will be used to determine whether an award to the offeror may create an organizational conflict of interest. If an organizational conflict of interest is found to exist, the Government may

- (1) impose appropriate conditions which avoid such conflict,
- (2) disqualify the offeror, or
- (3) determine that it is otherwise in the best interest of the United States to contract with the offeror by including appropriate conditions mitigating such conflict in the resultant contract.

(d) Offerors should refer to FAR Subpart 9.5 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(e) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

**CERTIFICATION**

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete.

Signature: \_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## ATTACHMENT 1

### STATEMENT OF WORK (SOW)

#### Background

The Bureau of International Narcotics and Law Enforcement Affairs (INL) advises the President, Secretary of State, other bureaus in the Department of State, and other departments and agencies within the U.S. Government on the development of policies and programs to combat international narcotics and crime. INL programs support two of the Department's strategic goals: (1) to reduce the entry of illegal drugs into the United States; and (2) to minimize the impact of international crime on the United States and its citizens.

The Office of Western Hemisphere Programs (INL/WHP) began providing counter-narcotics training and assistance to the Government of Colombia (GOC) in the early 1980s. Part of this assistance has been in programs such as Corrections, Justice, and Law Enforcement in the form of training and program support. One component of our program is to purchase and transfer equipment to the host government. This equipment includes defense articles such as weapons, ammunition, night vision devices and other property such as aircraft, radios, and computers.

The Foreign Assistance Act (FAA) of 1961 as amended per Sec 484, requires that INL take all reasonable steps to ensure that property transferred to the GOC, is used only in ways that are consistent with the purposes for which it was made available.

In 2018 INL began a multi-phased audit of INL Colombia's End Use Monitoring (EUM) program. The first phase of the audit provided a detailed review of all the defense articles that had been transferred to the host government by INL since the inception of Plan Colombia (circa 2000). This included the organization of all the available documentation for over 48,000 (active and disposed) defense articles, to account for the items from the time of purchase and transfer until final disposal. The second phase of the audit conducted physical inspections of the defense articles that had not been inspected since 2016, resulting in accountability for the 100% of the active defense articles in Colombia. Phase III verified the results of Phases I and II and this final review, defined within the scope and objective of the statement of work, seeks an overall review of its EUM program and practices.

#### Scope:

INL Colombia seeks a detailed analysis of its End Use Monitoring Program. The previous audits focused on accountability but were inconclusive as to any deficiency in the unit's execution of its functions. Per regulatory requirements, INL must conduct 100% accountability of the assets that are in service in our database, the Integrated Logistics Management System (ILMS). The EUM team has consistently achieved an annual rate of inspection of between 70 and 75%. Given the rate of inspection, this review is intended to delve into the regulatory requirements versus the output of the EUM team. This will require an evaluation of the structure, manpower, and its approach in executing its functions. It will evaluate the program's management and efficiency in reaching its objective of 100% annual accountability. The contractor will assess the strengths and weaknesses of the program,

qualifications of the EUM personnel, and adequacy of the staffing, sufficiency of regulatory guidelines and training, and its overall effectiveness. The U.S. Government will make available copies of the INL EUM SOPP, INL Colombia's EUM SOPPs, all INL EUM supporting documents, the position descriptions of the personnel currently supervising and executing EUM functions, the planning schedule, and other relevant reports. As part of the assessment, the contractor will witness INL Colombia's daily execution of its EUM program, interview its staff, with possible travel to the field, up to four visits, to observe the EUM and Logistics Coordinators conducting EUM site visits in order to make training assessments of the INL Colombia EUM Program. All recommendations arising from this review and assessment must comply with all regulatory requirements.

### **Objective**

Provide INL Colombia and IN/EX/MAPS with a thorough read out on its business practices and recommendations on the program with the focus on process improvement and training. The contractor will conduct a review of INL Colombia's EUM program, evaluating the tasks, requirements, functions, and methods of planning and execution, and assess its compliance with INL EUM procedures, regulations, and processes laid out in all INL EUM SOPPs, inclusive of INL Colombia SOPPs and other regulatory sources. During the evaluation, the contractor shall factor in challenges that are unique to Colombia in achieving the performance goals. The contractor shall provide detailed analytical report(s) of the assessments performed and include specific recommendations.

### **Period of Performance**

The period of performance will be 75 days from the date of award.

### **Place of Performance**

Contractor's office, US Embassy, Bogota, Colombia, with occasional travel to field locations in Colombia.

### **Kick off Meeting**

The Contractor shall meet or teleconference with the CO, COR, ACOR, INL/WHP Colombia Program Officer, INL/EX/MAPS and INL Section in Bogota, Colombia within seven business days after effective award date to discuss details regarding the proposal, schedule, and other related contract activities. The COR or CO will provide an agenda to the contractor at least two business days in advance of the meeting. The contractor shall come prepared to identify any areas of concern and to suggest ways of responding to these concerns. Within five business days following the kickoff meeting the Contractor shall provide meeting minutes. The document will summarize the key issues raised at the meeting, action items, assigned personnel, and how each issue shall be addressed.

### **Deliverables**

#### Example Timetable and Deliverables Overview

The below is an example of a timetable and deliverables schedule. This is not presented to be a conclusive schedule. The delivery schedule for individual performance measures shall be determined on a case-by-case basis in consultation with the program officers, Posts, and the contractor, and

approved by the COR. Completion of tasks and products such as the written reports and measure recommendations will be significantly less flexible.

ITEM	ACTIVITY	SUGGESTED DUE DATES
1	Kick-off meeting	Within 7 days of award of task order
2	U.S. Government provides documentation to contractor	Within 7 days of kick-off meeting
3	Initial Work Plan	Within 15 days of award
4	Quality Control Plan	Within 15 days of award
5	Progress meetings on milestones and scheduled activities	Every other Monday 9:00am
6	Written Interim Report	Within 30 days of award
7	Final Report	Within 15 days of completion of the period of performance

**1. Work Plan**

The Contractor shall submit a comprehensive work plan of how it intends to accomplish the goals in the solicitation within 15 days of award for INL/WHP approval. The work plan should include the names, position title, critical dates, activities with the anticipated outcomes and milestones. INL/WHP will review and comment on the work plan within fifteen (15) days before it is finalized and accepted by the COR. The plan may be amended by mutual agreement by the offeror and INL/WHP during the period of performance of the task order.

**2. Quality Control Plan**

The Contractor shall provide no later than 15 days after receipt of award a quality assurance plan. The plan shall explain how performance progress will be periodically monitored, process for receipt of complaints or performance concerns, and approach to minimize repeat failures.

**3. Progress Meetings**

The COR and other INL personnel, as appropriate, will meet biweekly in person or via teleconference (ACOR by teleconference) with the Contractor to review the contract performance. At these meetings, the COR will apprise the Contractor of how INL views the Contractor’s performance and the Contractor will apprise INL of problems, if any being experienced. Appropriate action shall be taken to resolve outstanding issues.

#### **4. Meeting Minutes**

Minutes of these meetings, including copies of all presentation materials or briefings, will be prepared and documented in writing and submitted by the Contractor by close of business the following business day, and agreed upon by the COR and Contractor. Should there be any disagreement; the parties shall set out in writing any area of non-concurrence. Appropriate action will be taken to resolve any area of non-concurrence. Accepted meeting minutes will be signed by the COR and the Contractor.

#### **5. Interim Progress Report**

The Contractor shall provide an interim written report in English within 30 days after the kick-off meeting to the INL section in Colombia, Contracting Officer, INL/EX/MAPS, the INL ACOR and the INL COR. At a minimum, the report shall provide details on the execution of the work plan and must include:

- Status and analysis of overall project progress toward achieving the objectives citing evidence such as significant events and measurements of qualitative or quantitative indicators.
- Explain why or why not project meets targets
- Explain significant activities and events anticipated during the next month
- Identify opportunities or constraints and potential gains or risks

#### **6. Final Report**

The Contractor shall provide written report in English within 15 days of the end of the period of performance to the INL section in Colombia, Contracting Officer, INL/EX/MAPS, INL ACOR and the INL COR. At a minimum, the report shall provide details on the execution of the work plan and must include:

- Detailed analysis of the INL Colombia EUM Program
- Findings and recommendations on the adequacy and qualification of the EUM staff
- Findings and recommendations on the regulatory guidelines and oversight provided for the INL Colombia EUM Program
- Detailed recommendations for improvements in staffing, training, procedures, or other areas identified for reinforcement

#### **Personnel**

The Contractor shall assign sufficiently experienced personnel who have appropriate background and experience in process mapping, auditing, project management and any other areas relevant to the scope of work. INL Colombia will review the resumes before indicating acceptance through the COR/CO. In addition, should Key Personnel leave the Contract, the offeror shall submit the replacement Key Personnel resumes to INL/WHP for review and approval in accordance with the Key Personnel Clause.

#### **Key Personnel**

The contractor will provide one (1) program manager/team leader for contract oversight and two (2) supporting staff auditors/analysts for contract execution.

- 1. Project Manager/Team Lead:** Has oversight for the contract implementation, the deliverables under the contract, to include quality control, contract execution, and reporting. The Team Lead does the daily coordination with the INL Program representatives and must have authority to make major implementation decisions.

Requirements:

- Minimum five (5) years of experience in monitoring and evaluation, strategic planning, process mapping, performance management, and/or auditing and administration
- US Citizen or Foreign National
- Ability to obtain MRPT if US Citizen
- Ability to obtain successful RSO security check if non-US Citizen
- At least two (2) years' experience as team lead or managing staff
- Fluent in English/ Spanish
- Proficient computer skills including Microsoft Word, Excel, and Outlook
- Proven ability to produce clear, concise, written reports and presentations in English
- Based in Bogota and able to travel throughout Colombia
- Excellent interpersonal skills
- Bachelor's Degree

- 2. Auditors/Analysts:** Two positions, works under the supervision of the Team Lead and responsible for executing the objectives of the contract.

Requirements:

- Minimum three (3) years of experience in process mapping, auditing, data analysis and/or monitoring and evaluation.
- US Citizen or Foreign National
- Ability to obtain MRPT if US Citizen
- Ability to obtain successful RSO security check if non-US Citizen
- Ability to obtain Secret Clearance
- Experience in assessing risks, reviewing procedures and protocol
- Professional level English/ Spanish
- Proficient computer skills including Microsoft Word, Excel, and Outlook
- Proven ability to produce clear, concise, written reports and presentations in English
- Based in Bogota and able to travel throughout Colombia
- Excellent interpersonal skills
- Bachelor's Degree

## **General**

### **Personnel**

The Contractor shall ensure personnel are qualified and eligible to work for the United States and can

respectfully interact with Colombian government officials or American Diplomats. The Contractor is responsible for ensuring the number of personnel, hours, level of effort, and mix of skillset are appropriate for meeting all aspects of this SOW.

Contractor personnel shall present a neat appearance and be easily identified as contractor employees and shall provide all employees with an identification badge while performing work at the Government-furnished facility.

The Contractor shall not employ any person who is an employee of the U.S. Government if employing that person would create a conflict of interest. The Contractor shall not employ any person who is an employee of the Department of State.

If the Contracting Officer finds it to be in the best interest of the U.S. Government they may, at any time during the performance of this contract, order the Contractor to remove any Contractor personnel from further performance under this contract for reasons of their moral character, unethical conduct, security reasons, or violation of installation regulations. If it becomes necessary to replace any Contractor personnel for any of the above reasons, the Contractor shall bear all costs associated with such removal, including the costs for the replacement of any personnel so removed. These costs shall not be chargeable to the U.S. Government.

The contractor and subcontractor employees must not use nonpublic government information in private financial transactions; use Federal property for other than authorized purposes; hold financial interests that conflict with the performance of their duties; make unauthorized commitments purporting to bind the government; and engage in outside activities that conflict with their official government services contract responsibilities.

### **Life Support**

The Contractor shall be responsible for all administrative support for its support staff, including but not limited to travel, office space, or per diem.

### **Overtime**

No overtime is authorized under this task order award.

### **Security Requirements**

Contractor performing this contract requires a MRPT security clearance or RSO Security Background check.

Subsequent to award, the U.S. Government will conduct a formal briefing for the Contractor. The purpose of the briefing will be to bring to the Contractor's attention the governing documents and directives regarding all security considerations in the staffing of the project, site access, software and hardware functions, document control, and Diplomatic Security procedures. The DOS will help Contractor personnel supporting this requirement in obtaining Annex and workplace access during the period of support. All access documentation shall be returned to the DOS COR at the completion of the support services. Each employee under this Contract is individually responsible for the protection of

information and shall be required to sign an agreement regarding the confidentiality of the work performed under this delivery order.

In accordance with DOS policies, the Contractor shall ensure that all personnel meet the approved criteria and satisfactorily complete all screening and selection process requirements. The Contractor needs to follow their own internal vetting process to ensure there is a reasonable expectation that their employees can obtain the required MRPT certification or vetting approval necessary for contract performance.. The Contractor shall ensure that all personnel assigned in support of task orders issued under this contract are trained and indoctrinated in the absolute requirement to maintain and be sensitive to operational security at all times.

## **CONFIDENTIALITY CLAUSE**

The Contractor and its employees shall exercise the utmost discretion concerning all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract, which has not been made public, except in the necessary performance of their duties or upon written authorization of the Contracting Officer. All documents and records (including photographs) generated during the performance of work under this contract shall be for the sole use and become the exclusive property of the US Government. Furthermore, no article, book, pamphlet, email, recording, broadcast, speech television appearance, film or photograph concerning any aspect of work performed under this contract shall be published or disseminated through any media without the prior written authorization of the Contracting Officer. These obligations do not cease upon the expiration or termination of this contract. The Contractor shall include the substance of this provision in all contracts of employment and in all subcontracts hereunder.

## **EVALUATION CRITERIA**

### **1. Technical Evaluation Factor 1: Plan of Action and Statement of Understanding**

The offeror shall submit a clear and complete proposed plan of action for performance of the required work (including critical review of the statement of work mission objectives). The plan of action shall be comprehensive, implementable, and creative in meeting the requirements of the scope of work. The plan shall include description of its approach for achieving the Department's objectives through the following: (1) a discussion of the background, objectives, and work requirements included in the Statement of Work; (2) a discussion of proposed methods and techniques for completing each task; (3) a discussion which supports "how" each task will be evaluated for full performance and acceptability of work from the offeror's viewpoint; (4) a discussion on anticipated difficulties and problem areas, along with a mitigation plan; and (5) a discussion on the logistical considerations associated with this task order to include the ability to deploy all key personnel within 30 days of task order award. Proof is required to be selected for task order award.

#### **1.1 Evaluation Criteria:**

The Plan of Action and Statement of Understanding will be evaluated for its quality and evidence of the extent to which the offeror's solution will achieve the Department's objectives. The **evaluation criteria include:**

- The offeror’s ability to present adequate staff for the project and ability to do business with host governments and Posts within 30 days of task order award. Proof is required to be selected for task order award.
- An assessment of the offeror understands of the work, including creativity and thoroughness shown in understanding the objectives of the Statement of Work and its specific tasks.
- The extent to which the offeror’s approach outlines a comprehensive plan in relation to the Statement of Work and demonstrates the offeror’s complete understanding of the work required under the task order.
- The extent to which the offeror’s approach demonstrates an ability to prepare requested deliverables in accordance with the Department’s request.

**The Government will use the following adjectival ratings to evaluate the “Plan of Action and Statement of Understanding” Factor:**

<b>Evaluation Factor 1: Plan of Action and Statement of Understanding</b>	
Rating	Description
Outstanding	Demonstrates excellent understanding of requirements; recognizes critical program elements and challenges; offers industry best practices and proactive and innovative solutions; significantly exceeds performance/capability standards; shows exceptional technical expertise/strengths that will significantly benefit the Government; has no deficiencies and weaknesses, if any, are minor weaknesses.
Acceptable	Demonstrates understanding of requirements; meets performance/capability standards may have strengths; has no significant weaknesses and no deficiencies.
Marginal	Demonstrates misunderstanding of requirements; does not fully meet performance/capability standards; has one or more major weakness or deficiency, which is/are correctable without major changes to the quote.
Unacceptable	Demonstrates a lack of understanding of requirements; fails to meet performance/capability standards; has a major weakness or deficiencies, which cannot be corrected without major changes to the quote.

**2. Technical Evaluation Factor 2: Past Performance**

The offeror shall substantiate that it has recent (**within the last 36 months**) experience in performing the required work and demonstrate how it’s past and present experience validates that it will provide expected performance and customer satisfaction with an emphasis placed on the offeror’s ability to deploy in-country resources in Colombia with the required language capabilities. The offeror shall provide a minimum of two (2) and a maximum of three (3) Past Performance Contract that are directly relevant to the required effort and are of similar size (dollar value), scope (substantially similar

services) and complexity (degree of difficulty). A minimum of two (2) of the past performance profiles shall be for services performed by the offeror as the prime Contractor.

2.1 Evaluation Criteria:

**The offeror’s past performance evaluation will examine how the offeror’s past and present experience/performance validates expected performance and customer satisfaction based on the information provided by the offeror’s references and other government sources. The past performance evaluation will examine the offeror’s Past Performance Contract Profiles and the offeror’s actual experiences/performance in work of similar size and scope of the efforts and actual results achieved during performance.**

**The Government may consider all information available on the offeror’s experience and past performance. This will include information that is in addition to information provided by the offeror (i.e., Past Performance Retrieval System). The Government reserves the right to interview the clients identified by the offeror and may interview other clients of whom the Government is aware.**

**The Government may share a copy of the Past Performance Profile with the referenced customer to validate the offeror’s report. To facilitate the evaluation of past performance, the offeror shall ensure the accuracy of the information furnished on references (names, addresses, and phone numbers). Failure to provide accurate or complete reference information will have a negative impact on the evaluation of the offeror’s quote and may render it unacceptable.**

**The Government will use the following adjectival ratings to evaluate the Past Performance factor:**

Evaluation Factor 2: Past Performance	
Rating	Description
Confidence	Offeror provides at least 2 Past Performance Contract Profiles that are directly relevant to the required work and clearly cover the majority of the required work and performed within the last 36 months. Additionally, based on the offeror’s past experience and customer past performance evaluations, little and/or no doubt exists that the offeror will successfully perform the required effort.
Unknown Confidence	The Offeror has no relevant performance record. A review was unable to identify <b>any relevant</b> past performance information (see FAR 15.305). This is a neutral rating. It does not hinder nor help the offeror. An offeror with less than three relevant past performance profiles may be rated as unknown confidence if the client profiles provided do not demonstrate confidence.
No Confidence	The offeror either does not have the minimum of 2 relevant Contract profiles and/or the offeror’s past performance record provides extreme doubt that the offeror will successfully <i>provide a product</i> that meets our requirement.

**3. Technical Evaluation Factor 3: Staffing**

The offeror shall provide personnel that have the right skill sets to successfully perform the tasks, and activities identified in the Statement of Work. The offeror shall provide a Staffing Plan that describes “how” the offeror shall staff the project, including labor categories and number of resources under each

labor category. The offeror shall submit resumes for key personnel. The resume shall include name, education, certification(s), current security clearance level or MRPT (if applicable), technical skills, language abilities, and current location of residence, relevant training received within the past five (5) years and current and relevant professional experience. The offeror shall describe the roles and responsibilities for the key personnel proposed. The offeror shall provide a recent signed employment agreement/contingent hire agreement for individuals whose resume are presented and who are not currently employed by the offeror or one of its subcontractor. The contingent agreement shall specify position and negotiated salary range.

**3.2 Evaluation Criteria:**

The offeror will be evaluated on (1) the staffing plan which shall include the offerors demonstrated ability to hire and maintain qualified staff, handle personnel issues, assembles high quality staff to fill immediate requirements, provide staff with all the necessary support and oversight, and backfill any and all positions within thirty (30) days. The offeror’s designated key personnel and non-key personnel will be evaluated to determine their capacity to perform the required support services. The offeror shall be evaluated on “how” it integrates the roles and responsibilities of key and non-key personnel. The criteria for evaluation include:

- Degree to which proposed key personnel are deemed highly qualified
- Degree to which key personnel meet criteria specified below
- Degree to which key personnel specifically meet in-country living and language requirements
- Degree to which proposed key personnel have verifiable relevant experience
- experience and certification(s) appropriate for the positions proposed
- Extent to which the Staffing Plan provides a well-structured and efficient organization with appropriate type and quality of skill sets
- Level of confidence that the offeror has the key personnel resources to successfully perform the required effort

The Government will use the following adjectival ratings to evaluate the “Organization Experience” Factor:

<b>Evaluation Factor 3: Staffing Experience</b>	
Rating	Description
Outstanding	Proposed key personnel are highly qualified, currently live in the designated countries, and meet all language requirements. All non-key personnel meet the evaluation criteria. The staffing plan provides a well-structured and efficient organization with appropriate type and quality of skill. Offeror meet or exceed the evaluation criteria in a way beneficial to the Government and demonstrates an approach to this Factor that is superior and beneficial. Proposal offers significant strengths and few if any minor weaknesses.
Acceptable	Proposed key personnel are highly qualified and have a history of verifiable experience working in a program management office. Most key personnel currently reside in the designated countries with a plan to relocate as many key personnel as necessary. Most key personnel meet minimum language requirements with a plan to mitigate situations in which the language requirements are not met. Most proposed non-key personnel possess relevant experience and demonstrate education, professional experience and certification(s)

	appropriate for the positions proposed; the Staffing Plan provides an adequate staffing organization. May have strengths and weaknesses, if any, are correctable.
Marginal	Some proposed key and/or non-key personnel do not meet the criteria for "Acceptable." Based on the Offeror's proposed key and/or non-key personnel, some doubt exists that the offeror has the key and/or non-key personnel resources to successfully perform the required effort. Weaknesses, even if major, are correctable
Unacceptable	The majority of proposed key and/or non-key personnel do not meet the criteria for "Marginal" and resumes demonstrate inappropriate or inapplicable qualifications for the positions proposed. Based on the offeror's proposed key personnel and non-key personnel, substantial or extreme doubt exists that the offeror will successfully perform the required effort.

End of SOW

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