



**CONSULATE GENERAL OF THE
UNITED STATES OF AMERICA**

Dhahran, Saudi Arabia
August 28, 2022

To: Prospective Offerors

Subject: Request for Quotations (RFQ) #19SA2022Q0009 for AFN Dish Installation, American Consulate Dhahran.

Enclosed is a RFQ # 19SA2022Q0009 for AFN Dish Installation, U.S. Consulate General Dhahran.. If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions (Block 23, 24, 30a, 30b, 30c) on page 4 of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

The Consulate intends to conduct a pre-proposal conference/site visit for this requirement. The pre-proposal conference/site visit will be held at the Consulate, on **Wednesday August 31, 2022 at 10:00 AM.** If you plan to attend please send the name, contact number and ID (Iqama) details to DhahranProcurement@state.gov before **Tuesday August 30, 2022 not later than 1:00 PM.** To be considered for selection, the Contractor shall attend the pre-proposal conference/site visit or send a representative designated in writing. A sign-in sheet will be provided for the pre-proposal conference/site visit.

The System for Award Management (SAM) registration is required prior to submitting your quotation. to register the system for award management (SAM) please use this link: www.sam.gov

The U.S. Government intends to award a purchase order to the responsible company submitting an acceptable offer at the lowest price. We intend to award a purchase order based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Your quotation must be submitted in a sealed envelope marked "**RFQ# 19SA2022Q0009 AFN Dish Installaton, U.S. Consulate General Dhahran**" to **Mr. Joel W. Neujahr** (U.S. Consulate General, Dhahran Contracting Officer) **Monday September 12, 2022 not later than 4:30 PM.**




Joel W. Neujahr
Contracting Officer

SOLICITATION DOCUMENT



**AFN Dish Installation
American Consulate Dhahran, Saudi Arabia**

RFQ # 19SA2022Q0009

Contracting Officer
Consulate of the United States of America
P.O. Box 38955
Dhahran 31942
Saudi Arabia

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- Solicitation Provisions
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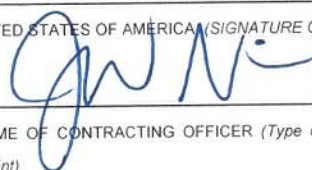
- Evaluation Factors
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SECTION 1 - THE SCHEDULE
RFQ NUMBER - 19SA2022Q0009

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 23, 24, & 30				1. REQUISITION NUMBER PR10663295		PAGE 1 OF	
2. CONTRACT NO.		3. AWARD/EFFECTIVE		4. ORDER NUMBER		5. SOLICITATION NUMBER 19SA2022Q0009	
6. SOLICITATION ISSUE DATE August 28, 2022		7. FOR SOLICITATION INFORMATION CALL: a. NAME Joel W. Neujahr		b. TELEPHONE NUMBER (No collect calls) +966-13-330-3200		8. OFFER DUE DATE/ September 12, 2022, 16:30	
9. ISSUED BY Contracting Officer American Consulate General, Tel: +966-13-330-3200 DhahranContractingOfficers@state.gov				10. THIS ACQUISITION IS ☒ UNRESTRICTED ☐ SET ASIDE ____ % FOR OR ☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS ☐ SERVICE-DISABLED ☐ EDWOSB VETERAN-OWNED ☐ 8 (A) SIZE STANDARD. SMALL BUSINESS			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED		12. DISCOUNT TERMS		☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO				15. ADMINISTERED BY Same as block # 9, above			
17a. CONTRACTOR/OFFERER		18a. PAYMENT WILL BE MADE BY Designated Billing Office (DaharanDBO@@state.gov)		14. METHOD OF SOLICITATION ☒ RFQ ☐ IFB ☐ RFP			
☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK			
19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	The American Consulate General Dhahran has a requirement for AFN Dish Installation			1(Lump Sump)			
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt Use Only)	
☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4 FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ☒ ARE ☐ ARE NOT ATTACHED							
☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED							

AFN Dish Installation
American Consulate General, Dhahran

Solicitation # 19SA2022Q0009

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		☐ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.	
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 	
30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) Joel W. Neujahr	31c. DATE SIGNED 8.28.2022

PRICING

A.1. PRICE

The Contractor shall complete all work, including furnishing all labor, material, equipment and services required under this purchase order for the following firm fixed price and within the time specified. This price shall include all labor, materials, all insurances, overhead and profit.

*CLIN	Description	Quantity	Unit Price (SAR)	15% VAT	Total Price (SAR)
001	AFN Dish Installation	1			
Total Amount with VAT(15%)					

Total Price (SAR) in words : _____

A.2. VALUE ADDED TAX

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

SCOPE OF WORK

AFN-Dish Installation

1.0 INTRODUCTION

The American Consulate General in Dhahran KSA has a requirement for the installation of AFN DISH and Masts on different locations.

2.0 Customer Existing Material:

2.1 Customer has AFN Dish and receivers need to be installed.

2.2 Requirements Antenna Installation Overview

- 2.2.1 One dish antenna needs to be installed.
 - 2.2.1.1 Install two masts. One should be two meters and the height of the second mast, for the AFN dish will depend on the contractor.
 - 2.2.1.2 Masts need to be free standing (as pictured in Figure 1) and not require drilling or penetrating any area of the roof.
 - 2.2.1.3 Antennas will be installed in different rooftop locations.
- 2.2.2 Provide one high quality LNB for the Dish.
- 2.2.3 Provide and install the high-quality coaxial cable with waterproof connectors and Signal Amplifiers.
 - 2.2.3.1 Contractor is responsible to install the Coaxial cable from the AFN Dish to Internal Communication Room.
 - 2.2.3.2 Cables should be covered with High-quality, Heavy-duty support, Rooftop support system, heightened waterproof Cable tray and ducting.
 - 2.2.3.3 Contractor should also provide the recommendation on the points where signal Amplifiers including (Pre-Amplifier, Distribution Amplifiers, and filters) requires to be connected.
 - 2.2.3.4 The existing cable distance from the External communication room to Distribution room is approximate 250m and from Distribution room the cable distributes multiple points individually with approximate 300m distance.
 - 2.2.3.5 After installation Contractor needs to test it from end to end for seal and connectivity test.
- 2.2.4 Contractor should make the recommendation how many decoders are required at end point using the same Dish Antenna.
- 2.2.5 Find Azimuth/Elevation/Skew angles for AFN satellite.
 - 2.2.5.1 The Consulate will provide AFN satellite information and details.
 - 2.2.5.2 Select a location for the dish antenna with a clear line of sight and a sturdy mounting surface.
- 2.2.6 Mount the mast, making sure it is vertical.
- 2.2.7 Assemble the dish antenna, setting the skew and elevation angles in the process.

- 2.2.8 Mount the dish antenna on the mast and point the dish to the azimuth angle
- 2.2.9 Leaving a service loop around the Mast Clamp and other recommended points.
- 2.2.10 Run a Check Switch test and confirm reception.
- 2.2.11 Connect and test the AFN receivers.
- 2.2.12 Contractor should provide us the solution with providing powerful signal amplifiers for the AFN receiver and antenna, and grounding.
- 2.2.13 The solution should consist of enough signal amplifiers, with adequate power, to be installed in each distribution point on each floor of the chancery (4 floors), and in each of the main outbuildings (3 outbuildings).

3.0 GENERAL REQUIREMENTS

- 3.1 All Material, labor work and Construction shall include a **warranty of two years.**
- 3.2 The period of performance for the project shall be **5 working days including, 1 calendar day on site.**
- 3.3 Desired contractor will conduct a site inspection to check work requirements, nature of work to be done, and to submit their proposal. Proposal must include their procedure of how they will initiate the work, price quote and duration of the work.
- 3.4 Work shall only be performed during regular business hours on Sunday through Thursday between 8:00 AM and 5:00 PM, with a 1-hour break.
- 3.5 The Contractor shall have limited escorted entry to the property where work will be performed.

4.0 LOGISTICS

- 4.1 Logistics:
 - 1. Staging/storage areas available on Consulate grounds.
 - 2. Contractor shall provide all equipment needed for material handling.
 - 3. The contractor is responsible for all transportation of material, equipment and labor to execute the project
- 4.2 Removals:
 - 1. Any Items that affect the workspace and need to be removed either temporarily and reinstated; or need to be removed all together and reinstated with new shall be accounted for by the contractor and identified and agreed prior to commencement of any work.
- 4.3 Finishing & Clean up
 - 1. Clean up and proper storage of tools at allocated storage at the end of the day.
 - 2. Clean area of work and restore all items to their existing conditions at the end of the project.

5.0 RESPONSIBILITY OF THE CONTRACTOR

- 5.1 The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in the services.
- 5.2 The Contractor shall identify a Project Site Manager who shall be responsible for the overall management of the project and shall represent the Contractor on the site. The Project Site Manager shall speak English.
- 5.3 The Contractor is responsible for safety and shall comply with all local labor laws, regulations, customs, and practices pertaining to labor, safety and similar matters. The Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries to the Consulate.
- 5.4 The Contractor employees shall utilize the safety PPEs for the project and damaged and broken tools, electrical cables, sockets, cable drums, etc. will not be allowed on site. Available voltage on site is 220V. The contractor shall be responsible to provide its own voltage transformer if it needs other voltages than what is available. Use of American-type three-prong electrical plug is recommended and required. Sticking bare wire into the electrical wall receptacle is strictly prohibited.
- 5.5 The Contractor shall be and remain liable to the Consulate in accordance with applicable law for all damages to the Consulate caused by the Contractor's negligent performance of any of the services furnished under this SOW.
- 5.6 The Contractor shall always keep the work area free from accumulation of waste materials. Upon completing services, the Contractor shall remove all temporary facilities and leave the project site in a clean and orderly condition acceptable to the Consulate.

6.0 DELIVERABLE SCHEDULE

- 6.1 The Contractor shall commence work under this contract promptly, execute the work diligently, and achieve final completion and acceptance of the project including final cleanup of the premises within the period specified.

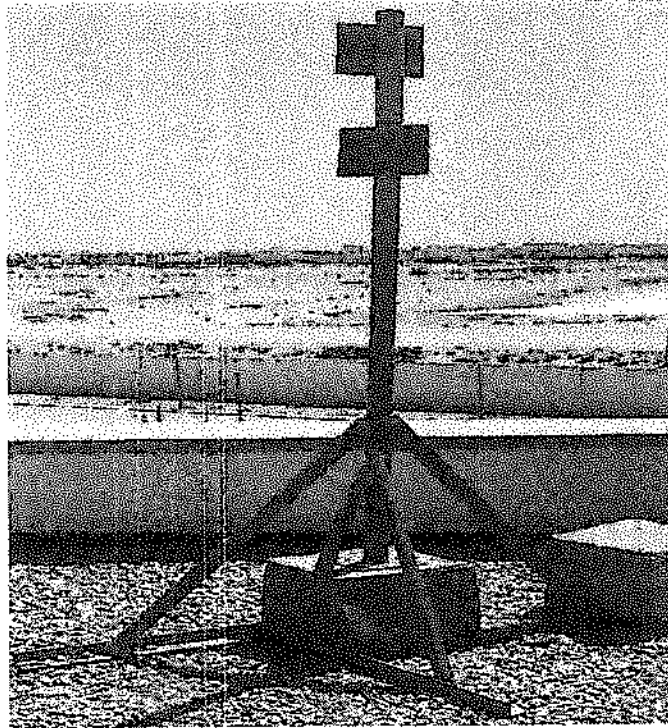


Figure 1

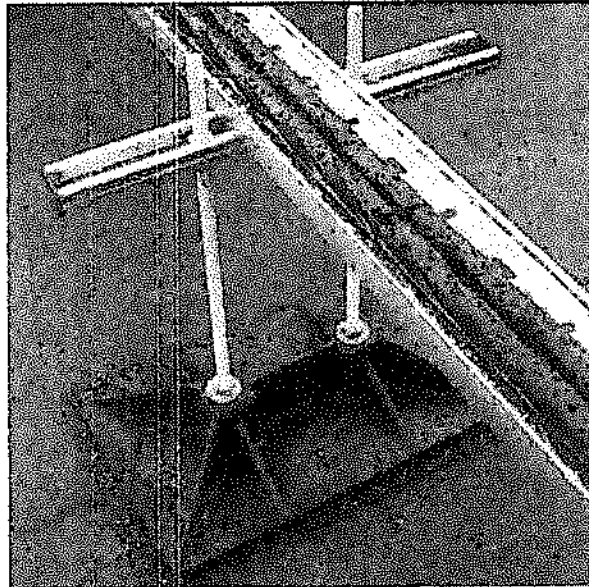


Figure 2

END OF SCOPE OF WORK

SECTION 2 - CONTRACT CLAUSES

CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS AWARDED BY OVERSEAS CONTRACTING ACTIVITIES

(Current thru FAC 2020-7 and FAC 2020-8, effective 08/13/2020)

COMMERCIAL ITEMS

FAR 52.252-2 Clauses Incorporated By Reference (FEB 1998)

This purchase order or BPA 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: Acquisition.gov this address is subject to change.

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

NUMBER	TITLE	DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system)	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.212-4	Contract Terms and Conditions – Commercial Items (Alternate I (MAY 2014) of 52.212-4 applies if the order is time-and-materials or labor-hour)	OCT 2018
52.225-19	Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only)	MAY 2020
52.227-19	Commercial Computer Software License (if order is for software)	DEC 2007
52.228-3	Workers' Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance)	JUL 2014
52.228-4	Workers' Compensation and War-Hazard Insurance (if order is for services and contractor employees are <u>not</u> covered by Defense Base Act insurance)	APR 1984
52.246-26	REPORTING NON CONFORMING ITEMS	JUN 2020

The following clause is provided in full text:

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:

X (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).

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

X (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].

X (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)).
- _X_ (27) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).

X (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).

 X (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).

___ (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. 2302Note).

___ (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)).

___ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT2018) (31 U.S.C. 3332).

X (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:

X (1) ~~52.222-41~~, Service Contract Labor Standards (AUG 2018) (~~41 U.S.C. chapter 67~~).

 (2) ~~52.222-42~~, Statement of Equivalent Rates for Federal Hires (MAY 2014) (~~29 U.S.C. 206 and 41 U.S.C. chapter 67~~).

X (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~~).

X (4) ~~52.222-44~~, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (~~29 U.S.C. 206 and 41 U.S.C. chapter 67~~).

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

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

 (7) ~~52.222-55~~, 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) ~~52.222-6~~, 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(j)(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)

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)

52.204-26 Covered Telecommunications Equipment or Services-Representation (DEC 2019)

(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.

(b) *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”.

(c) *Representation.* 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)

**DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6)
CLAUSES**

NUMBER	TITLE	DATE
652.225-71	Section 8(a) of the Export Administration Act of 1979, As Amended (if order exceeds simplified acquisition threshold)	AUG 1999
652.229-70	Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post)	JUL 1988
652.229-71	Personal Property Disposition at Posts Abroad	AUG 1999
652.237-72	Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility)	FEB 2015
652.239-71	Security Requirements for Unclassified Information Technology Resources (for orders that include information technology resources or services in which the contractor will have physical or electronic access to Department information that directly supports the mission of the Department)	SEP 2007
652.242-70	Contracting Officer's Representative (if a COR will be named for the order) Fill-in for paragraph b: "The COR is .."	AUG 1999
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999
652.247-71	Shipping Instruction	FEB 2015

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-3	WORKERS' COMPENSATION INSURANCE (Defense Base Act) (JUL 2014)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39 52.232-40	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013) PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

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

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

(b) Invoice Submission. The Contractor shall submit invoices by email to DhahranDBO2@state.gov. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

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

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

(End of clause)

652.237-72 Observance of Legal Holidays and Administrative Leave (FEB 2015)

(a) The Department of State observes the following days as holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; if it falls on Saturday the preceding Friday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractors accounting policy.

(End of clause)

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

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

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

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

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

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

SECTION 3 - SOLICITATION PROVISIONS

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

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUN 2020), is incorporated by reference (see SF-1449, Block 27A)

ADDENDUM TO 52.212-1

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

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

The Offeror shall include Defense Base Act (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 <http://www.dol.gov/owcp/dlhw/bscurrier.htm/>

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

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

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

PROVISION TITLE AND DATE

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING
(JUL 2016)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ **to include the technical information required by Section 3.**
- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - Adequate financial resources or the ability to obtain them;
 - Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - Satisfactory record of integrity and business ethics;
 - Necessary organization, experience, and skills or the ability to obtain them;
 - Necessary equipment and facilities or the ability to obtain them; and
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

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

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

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

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

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

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS
AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN
CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—
REPRESENTATION AND CERTIFICATIONS (JUN 2020)