To: Prospective Quoters

Subject: Request for Quotations Number 19KU2020Q0009

Enclosed is a Request for Quotations (RFQ) for purchase of 45 Desktop Computers. If you would like to submit a quotation, follow the instructions in the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

The U.S. Government intends to award a Firm Fixed Price purchase order to the responsible company submitting an acceptable quotation 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.

Note: You must have an active registration in SAM to do business with the Federal Government and be eligible for awards that exceeds the US$30,000 threshold. To register in SAM, at a minimum, you will need the following information:

International Registrants:

   - If you don’t already have one, you can request a NCAGE Code online for FREE [https://eportal.nspa.nato.ins/AC135Public/CageTool/home](https://eportal.nspa.nato.ins/AC135Public/CageTool/home)

2. Your DUNS Number, Legal Business Name, and Physical Address from your D&B record. Make sure your DUNS information and NCAGE information match.
   - If you don’t already have one, you can request a DUNS Number for FREE from D&B.
   - [http://fedgov.dnb.com/webform](http://fedgov.dnb.com/webform)

   “To ensure NDAA compliance, interested offerors (Quoters, Service providers and/or Suppliers) are required to read the full text of FAR 52.204-24, 52.504-25 and complete FAR 52.204-26 (c). Quotes/offers/proposals received without completing FAR 52.204-26(c) will be considered as not acceptable, and therefore, won’t be considered in the evaluation process and hence for the award”.

Submit your quote electronically by e-mail to Ms. Gloria Vasquez at vasquezg@omcku.centcom.mil or Mr. Houmayed Hassan at houmayedh@omcku.centcom.mil. Quotations are due by August 26, 2020 at 2:00pm Kuwait local time. No quotes will be accepted after this time.

Sincerely,

Patrick R. Murphy
Contracting Officer
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Section 1 – The Schedule

- SF 1449 cover sheet
- Continuation To SF-1449, RFQ Number 19KU2020Q0009, Intentionally Blank Page
- Continuation To SF-1449, RFQ Number 19KU2020Q0009 - Schedule of Supplies/Services, Qty., Unit, Unit Price, and Amount

Section 2 – Contract Clauses

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

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

Section 4 – Evaluation of Factors

- Evaluation Factors
**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

**OFFER TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. **REQUISITION NUMBER**
   - PR9256162

2. **CONTRACT NO.**
3. **AWARD/EFFECTIVE DATE**
4. **ORDER NUMBER**

5. **SOLICITATION NUMBER**
   - 19KU2020Q0009

6. **SOLICITATION ISSUE DATE**
   - Aug 12, 2020

7. **FOR SOLICITATION INFORMATION CALL:**
   - a. NAME
     - Gloria Vasquez
   - b. TELEPHONE NUMBER (No collect calls)
     - 965-9979-9468

8. **OFFER DUE DATE/LOCAL TIME**
   - 08/26/2020 @ 14:00

9. **ISSUED BY**
   - General Services Office
   - American Embassy, Kuwait

10. **THIS ACQUISITION IS**
    - UNRESTRICTED OR
    - SET ASIDE:
      - SMALL BUSINESS
      - WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:
      - SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
      - EDWOSB
    - SIZE STANDARD:

11. **DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED**
    - SEE SCHEDULE

12. **DISCOUNT TERMS**
    - 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
    - 13b. RATING

13. **METHOD OF SOLICITATION**
    - RFQ

14. **ADMINISTERED BY**
   - General Services Office
   - American Embassy, Kuwait

15. **DELIVER TO**
   - Office of Military Cooperation - Kuwait
   - American Embassy, Kuwait

16. **PAYMENT WILL BE MADE BY**
   - Financial Management Office
   - American Embassy, Kuwait
   - Email: KuwaitDBO@state.gov

17a. **CONTRACTOR/OFFEROR**
   - CODE

17b. **CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER**

18. **SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED**
   - SEE ADDENDUM

19. **ITEM NO.**

20. **SCHEDULE OF SUPPLIES/SERVICES**

21. **QUANTITY**

22. **UNIT**

23. **UNIT PRICE**

24. **AMOUNT**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SCHEDULE OF SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Purchase of 45 Desktop Computers in Accordance with Salient Characteristics</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Use Reverse and/or Attach Additional Sheets as Necessary)

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. ADDENDA ARE NOT ATTACHED**

27b. **CONTRACT/ PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE NOT ATTACHED**

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**

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**

30b. **NAME AND TITLE OF SIGNER (Type or print)**

30c. **DATE SIGNED**

31a. **UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)**

31b. **NAME OF CONTRACTING OFFICER (Type or print)**

31c. **DATE SIGNED**

**STANDARD FORM 1449 (REV. 2/2012)**

Prescribed by GSA - FAR (48 CFR) 53.212

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SCHEDULE OF SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>

32a. QUANTITY IN COLUMN 21 HAS BEEN
☐ RECEIVED  ☐ INSPECTED  ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

<table>
<thead>
<tr>
<th>SHIP NUMBER</th>
<th>VOUCHER NUMBER</th>
<th>AMOUNT VERIFIED CORRECT FOR</th>
<th>PAYMENT</th>
<th>CHECK NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>☐ COMPLETE  ☐ PARTIAL  ☐ FINAL</td>
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</table>

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK
SECTION 1 – THE SCHEDULE
CONTINUATION TO SF-1449
RFQ NUMBER 19KU2020Q0009

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SCHEDULE OF SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Desktop Computer: Standard. Desktop SFF Base Configuration 1 (entry CPU); Small Form Factor; AMD Ryzen 3 PRO 2200G APU 3.7 GHz Max boost, 3.5 GHz base frequency, 6MB, 65W, Quad Core (or equivalent); 16 GB DDR4-2666 SODIMM; 500GB SATA SSD; Embedded Radeon Vega 8 Graphics (or equivalent); Will support dual Display Port monitors; Windows 10 Professional, 64 bit; Primary/Onboard RJ45 10/100/1000BaseT Embedded Ethernet NIC; Front: 1x headphone; 1x headset connector; 1x USB 3.1 Gen 1; 1x USB 3.1 Type-C Gen 2 Rear: 1x power connector; 1x RJ-45; 2x DisplayPort 1.2; 4x USB 3.0; (1) M.2 2230/2280; (1) PCIe 3x16; (1) PCIe 3x1; USB keyboard (US, 100% ANSI Layout), USB optical mouse USB card reader, external speakers; 100Vac-240Vac, 50HZ-60HZ, NEMA 5-15 power cord; 2-4 years “Hardware Warranty”</td>
<td>45</td>
<td>EA</td>
<td>__________</td>
<td>____</td>
</tr>
</tbody>
</table>

Vendor shall deliver the above items to:

Office of Military Cooperation – Kuwait (OMC-K)
Bldg. 46, House No. 1, Blk. 13, Bayan, Kuwait
Attn: Mr. Richard Puahala at 9751-9759 or
Mr. Reda Haissam at 9966-0971

Delivery Schedule: within forty five (45) days from the date of the Award.

Invoices Submission & Payment Terms Instructions to Vendors:

1. Embassy payment terms are 30 days NET CREDIT. Payment is due within 30 days after the receipt of a proper invoice, (as defined by 5CFR 1315.9-b).

2. “Invoice will be processed for payment after delivery and acceptable inspection of the subject Desktop computers”. Please note, Embassy does not make any ADVANCE payments.

3. Proper invoice to include PR#, Purchase Order #, clear description of items/services ordered as per Government purchase order. (All the details should in in English language).

4. Banking information to include: Account name, Bank name, Branch and address, Account number, IBAN number, Swift Code to be provided separately.

5. Invoice is required to be sent electronically to Office of Military Cooperation, Kuwait (OMC-K) Procurement Office emails: Vasquezg@omcku.centcom.mil or houmayedh@omcku.centcom.mil to process for payment.

6. Payment inquiries: For better tracking and response time on payment inquiries, all payment related inquiries to be forwarded directly to Vasquezg@omcku.centcom.mil.
52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items.

As prescribed in 12.301(b)(4), insert the following clause:

Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Jul 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).


4. 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).


(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:

[Contracting Officer Check as appropriate.]

5. [Reserved].
10. [Reserved].
(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.


   (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)).


(22) (i) 52.219-28, Post Award Small Business Program Representation (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 (Mar 2020) (15 U.S.C. 637(m)).


(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 (Jan 2020) (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.

(ii) Alternate I (Jul 2014) of 52.222-35.


(ii) Alternate I (Jul 2014) of 52.222-36.


(34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).


(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.)


(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).


(41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-14.


(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 (Jun 2016) (E.O. 13693).


(ii) Alternate I (Jan 2017) of 52.224-3.


(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.

(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).


(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (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)).


(59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).


(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.]


(7) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).


(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-


(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).


(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) 52.222-10, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).


(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.


(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).


(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).


(xix) (A) **52.224-3**, Privacy Training (Jan 2017) (**5 U.S.C. 552a**).

(B) Alternate I (Jan 2017) of **52.224-3**.


(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)

**Alternate I** (Feb 2000). As prescribed in **12.301(b)(4)(i)**, delete paragraph (d) from the basic clause, re-designate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the re-designated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause”.

**Alternate II.** (Jun 2020) As prescribed in **12.301(b)(4)(ii)**, substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 (**5 U.S.C. App**.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor’s or any subcontractors’ records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) **Paragraph (d) of this clause.** This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) **Those clauses listed in this paragraph (e)(1).** Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(A) **52.203-13**, Contractor Code of Business Ethics and Conduct (Jun 2020) (**41 U.S.C. 3509**).


(C) **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).


(E) **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.

(F) **52.222-21**, Prohibition of Segregated Facilities (Apr 2015).

(G) **52.222-26**, Equal Opportunity (Sep 2016) (E.O. 11246).

(H) **52.222-35**, Equal Opportunity for Veterans (Jun 2020) (**38 U.S.C. 4212**).

(J) 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 (I) of FAR clause 52.222-40.


(O) 52.222-54, Employment Eligibility Verification (Oct 2015) (Executive Order 12989).

(P) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(Q) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).


(2) Alternate I (Jan 2017) of 52.224-3.


(T) 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.

(U) 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.

(End of clause)
SECTION 3 – SOLICITATION PROVISIONS
ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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


These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl 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

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(End of clause)

The following DOSAR clauses are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

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

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

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

(End of clause)

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

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:
These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an Internet “search engine” (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR provisions. The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

PROVISION |
TITLE AND DATE
--- |
| 52.204-7 |
SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

| 52.204-16 |
COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)

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

The following DOSAR provision is provided in full text:

652.206-70  Advocate for Competition/Ombudsman (FEB 2015)

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

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

(2) For all others, the Department of State Advocate for Competition at cat@state.gov.

(b) The Department of State’s Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Management Counsellor, telephone: 2259-1514, fax: 2259-1938. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of clause)

652.209-79 REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW (SEPT 2014) (DEVIATION per PIB 2014-21)

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

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

(2) Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government. For the purposes of section 7073, it is the Department of State’s policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror represents that—

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

(2) It [ ] 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.
52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in 4.2105(a), insert the following provision:

**REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEC 2019)**

The Offeror shall not complete the representation in 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—

“Covered telecommunications equipment or services”, “critical technology”, and “substantial or essential component” have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. 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. Contractors are not prohibited 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.

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

(d) Representation. The Offeror represents that 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.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it “will” provide covered telecommunications equipment or services”, the Offeror shall provide the following information as part of the offer—

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

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

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, 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).

(End of clause)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in 4.2105(b), insert the following clause:

**PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)**

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

   (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


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

(b) Prohibition. 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 Federal Acquisition Regulation 4.2104.

(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...
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), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

52.204-26 Covered Telecommunications Equipment or Services-Representation.

As prescribed in 4.2105(c), insert the following provision:

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)
SECTION 4 – EVALUATION OF FACTORS

Evaluation Factors

- Award will be made based on the lowest-priced technically acceptable quote submitted by a responsible source.

- The following factors will be used to evaluate quotes:

  (i) Technically capability of the items quoted to meet the Government’s requirement
  (ii) Price
  (iii) Delivery Schedule: within forty five (45) days from the date of the Award

- The Quoter shall provide the following Technical Specifications in their quote:

  (i) Vendor shall provide technical specification data that describe all minimum salient characteristics and full specifications of products in accordance with the Description of the Items.

- Technical Evaluation – The Government will evaluate the quoter’s Technical Submittals to determine technical acceptability.

- Price Evaluation: Contractors shall insert the unit (“Unit Price”) for each item and complete extended prices (“Amount”) in the Pricing Schedule

  (i) Please note that partial quotes will not be accepted.
  (ii) All prices shall be submitted in Kuwaiti Dinar (KWD).
  (iii) The total price of all CLINs will be the evaluated price.

- Quotes/offers/proposals received without completing FAR 52.204-26(c) will be considered as not acceptable, and therefore, won’t be considered in the evaluation process and hence for the award.