COMBINED SYNOPSIS & SOLICITATION

United States Embassy Pristina, Kosovo

Body Worn Cameras (BWCs), Server and Storage Systems

SOLICITATION NO. 19GE5022R0078

Issued by:
U.S. Consulate General
Regional Procurement Support Office
Giessener Strasse 30
60435 Frankfurt am Main
Germany
COMBINED SYNOPSIS AND SOLICITATION (BRAND-NAME or EQUAL)
SOLICITATION NUMBER 19GE5022R0078

SECTION I - THE SCHEDULE

1.1 BACKGROUND AND PURPOSE

The Bureau of International Narcotics and Law Enforcement Affairs (INL) is responsible for the development, supervision, coordination, and implementation of international narcotics control assistance activities and international criminal justice issues for the U.S. Department of State (DOS). INL is mandated to furnish assistance to countries and international organizations in stabilizing post-conflict societies and strengthening democracies through the institutional development of criminal justice systems. INL’s authorities are found in Chapter 8, Part I of the Foreign Assistance Act of 1961, as amended.

In furtherance of its mandates, INL, with its implementing partner the Department of Justice International Criminal Investigative Training Assistance Program (ICITAP), is working to support Kosovo officials as they pursue police reform. An assessment conducted by the ICITAP Police Advisor in conjunction with Kosovo Police (KP) officials identified a critical need for the procurement and program development of a Body Worn Camera (BWC) System for the Kosovo Police. To help the KP address this need, INL seeks to establish a pilot program to fully operationalize a BWC system for the Pristina Road Traffic Unit. The pilot project will include approximately 100 cameras to ensure body worn cameras are available for every on-duty officer on each shift, and one primary evidence server, and two upload servers. Future infrastructure will require seven additional upload servers located in the Gjilan, Ferizaj, Prizren, Gjakove/a, Peja/Pec, Mitrovica/e North and Mitrovice/a South region headquarters.
The donated BWC system will be comprised of three basic components: 1) body worn cameras with body mounts, cables, chargers, and related equipment. 2) infrastructure - one primary evidence server and 2 upload servers for primary and off-site locations. 3) evidence management software platform and licensing. Items provided must meet or exceed the Department of Justice Technical Specifications for Body Worn Camera Projects and be complaint with Trade Agreement Acts (TAA), Federal Information Processing Standard (FIPS) 140-2, and Criminal Justice Information Services (CJIS) regulations. All equipment must be new, and no end-of-life equipment will be accepted.

1.2 SCOPE OF WORK
The offeror shall supply body worn camera (BWC), server and storage systems (brand name or equal). The offered systems shall meet or exceed minimum requirements and specifications set forth in paragraph 4.2 of the solicitation.

The offeror shall also provide complete installation and training of body worn camera (BWC) systems for the Kosovo Police and Police Inspectorate of Kosovo.

The evaluation of offers will be based on the Lowest-Priced, Technically Acceptable (LPTA) approach. It is the offeror’s responsibility to prove that the equipment it is offering meets the requested specifications.

Vendor shall not offer items that require end user certificate by the country of origin (if not the United States). After award should the awarded items require end user certificate by the country of origin the purchase order shall be terminated for cause.

1.3 SYNOPSIS
This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; offers are being requested and a written solicitation will not be issued. The solicitation number is 19GE5022R0078 and is issued as a Request for Proposal (RFP), unless otherwise indicated herein.

The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular FAC 2022-06, effective May 1, 2022.

1.3 TYPE OF CONTRACT
The Government intends to award a single, firm fixed-price contract payable entirely in the currency indicated in Section I, sub-paragraph 2.2 Currency to the responsible offeror whose offer is
evaluated as the lowest-priced and technically acceptable. The total price shall include all labor, equipment, delivery charges, materials, overhead, profit, insurance, and all other expenses necessary to deliver the required body worn cameras and server and storage systems. No additional sums will be payable on account of any escalations in the cost of materials, equipment, or labor, or because of the Contractor’s failure to properly estimate or accurately predict the cost or difficulty of achieving the results required by this contract. Nor will the contract price be adjusted on account of fluctuations in currency exchange rates.

1.4 TERM OF CONTRACT:
This ensuing contract shall be effective from the date of the Contracting Officer’s signature and shall remain valid until all items are received and accepted by the U.S. Government.

2. SUPPLIES AND PRICES
The Contractor shall provide to the U.S. Government body worn cameras and server and storage systems including on-site implementation, installation, and training, in strict compliance with the specifications at the agreed upon firm-fixed price. In the event of non-compliance with the specifications, the U.S. Government reserves the right to demand correction(s) or reject this requirement in its entirety. The firm-fixed price shall include all ordered products, certificates of origin, operator’s manuals, warranties certificates, and any other documentation mandated by the destination country indicated in the offer from the vendor. Any costs not priced, will be considered to be included in the overhead and other indirect costs. All manuals shall be furnished in English.

2.1 PRICING DATA
The offeror shall insert his price for the line items no. 001-029 below of the required items specified in Section I, Paragraph 4. Description / Specifications of Body Worn Cameras, Server and Storage Systems.

NOTE: Cloud based solution products are not acceptable.

Contractor shall state in which currency the proposal is made in paragraph 2.2 below.

**BRAND NAME OR EQUAL**

**A. BASE REQUIREMENT**

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Short Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>Body Worn Camera (BWC) Only (Panasonic Arbitrator)</td>
<td>Each</td>
<td>100</td>
<td></td>
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</tr>
<tr>
<td>CLIN</td>
<td>Short Description</td>
<td>Unit</td>
<td>Quantity</td>
<td>Unit Price</td>
<td>Total Price</td>
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</tr>
<tr>
<td>006</td>
<td>BWC Single Docking Charger Station W/12 V Harness in accordance with the specifications sub-paragraph 4.2.2.1</td>
<td>Each</td>
<td>45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>007</td>
<td>Common Trigger Box in accordance with the specifications sub-paragraph 4.2.2.2.</td>
<td>Each</td>
<td>45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>008</td>
<td>Low Profile Blade Type Antenna in accordance with the specifications sub-paragraph 4.2.2.3.</td>
<td>Each</td>
<td>45</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 009 5 Port Industrial Fast Ethernet Switch in accordance with the specifications sub-paragraph 4.2.2.4.

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Short Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>009</td>
<td>5 Port Industrial Fast Ethernet Switch in accordance with the specifications sub-paragraph 4.2.2.4.</td>
<td>Each</td>
<td>3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 010 BWC Single Battery Charger W/12V Harness in accordance with the specifications sub-paragraph 4.2.2.5.

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Short Description</th>
<th>Unit</th>
<th>Quantity</th>
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<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>010</td>
<td>BWC Single Battery Charger W/12V Harness in accordance with the specifications sub-paragraph 4.2.2.5.</td>
<td>Each</td>
<td>45</td>
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</tbody>
</table>

### EVIDENCE AND STORAGE SERVER

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Short Description</th>
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<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>011</td>
<td>Evidence Server and Storage System in accordance with the specifications, paragraph 4.2.3.</td>
<td>Each</td>
<td>1</td>
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</tbody>
</table>

### TRAINING AND SET UP

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Short Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>012</td>
<td>Training and Setup in accordance with paragraph 4.2.4.</td>
<td>Lot</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>013</td>
<td>Car Installation Training in accordance with sub-paragraph 4.2.4.2.</td>
<td>Lot</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>014</td>
<td>BWC Instructor Certification Course in accordance with sub-paragraph 4.2.4.3</td>
<td>Lot</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>015</td>
<td>BWC Operators Certification Course in accordance with sub-paragraph 4.2.4.4.</td>
<td>Lot</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>016</td>
<td>Delivery Charges F.O.B destination to U.S. Embassy</td>
<td>Lot</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### B. OPTIONAL ITEMS – BODY WORN CAMERAS & SERVERS

The Government reserves the right to unilaterally award the optional item(s) not awarded with the base requirement **within 365 days** from the issuing of the award of the order for the base requirement.

#### B.1 BODY WORN CAMERA (PANASONIC ARBITRATOR OR EQUAL)

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Description of Work or Service</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>018</td>
<td>Body Worn Camera (BWC) Only (Panasonic Arbitrator or Equal) in accordance with the specifications, paragraph 4.2.1.</td>
<td>Each</td>
<td>150</td>
<td></td>
<td></td>
</tr>
<tr>
<td>019</td>
<td>BWC Mount Kit in accordance with the specifications paragraph 4.2.1.1.</td>
<td>Each</td>
<td>150</td>
<td></td>
<td></td>
</tr>
<tr>
<td>020</td>
<td>BWC Replaceable Battery in accordance with the specifications paragraph 4.2.1.2.</td>
<td>Each</td>
<td>150</td>
<td></td>
<td></td>
</tr>
<tr>
<td>021</td>
<td>8 Bay BWC w/Battery attached Docking &amp; Charging Station in accordance with the specifications paragraph 4.2.1.3.</td>
<td>Each</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>022</td>
<td>BWC 8 Bay Battery Charger in accordance with the specifications paragraph 4.2.1.4.</td>
<td>Each</td>
<td>2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## VEHICLE TRIGGER SYSTEM

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Short Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
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</tr>
</thead>
<tbody>
<tr>
<td>023</td>
<td>BWC Single Docking Charger Station W/12 V Harness in accordance with the specifications sub-paragraph 4.2.2.1</td>
<td>Each</td>
<td>68</td>
<td></td>
<td></td>
</tr>
<tr>
<td>024</td>
<td>Common Trigger Box in accordance with the specifications sub-paragraph 4.2.2.2.</td>
<td>Each</td>
<td>68</td>
<td></td>
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</tr>
<tr>
<td>025</td>
<td>Low Profile Blade Type Antenna in accordance with the specifications sub-paragraph 4.2.2.3.</td>
<td>Each</td>
<td>68</td>
<td></td>
<td></td>
</tr>
<tr>
<td>026</td>
<td>5 Port Industrial Fast Ethernet Switch in accordance with the specifications sub-paragraph 4.2.2.4.</td>
<td>Each</td>
<td>1</td>
<td></td>
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</tr>
<tr>
<td>027</td>
<td>BWC Single Battery Charger W/12V Harness in accordance with the specifications sub-paragraph 4.2.2.5.</td>
<td>Each</td>
<td>68</td>
<td></td>
<td></td>
</tr>
<tr>
<td>028</td>
<td>Delivery Charges F.O.B destination to U.S. Embassy Pristina (see paragraph 8, Place of Delivery)</td>
<td>Lot</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>029</td>
<td>Value Added Taxes (VAT) (if applicable)</td>
<td>Lot</td>
<td>1</td>
<td></td>
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</tr>
<tr>
<td></td>
<td><strong>TOTAL FIRM-FIXED PRICE – OPTIONAL ITEMS, B.1: (CLIN 018 - 029)</strong></td>
<td></td>
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### B.2 BODY WORN CAMERA (PANASONIC ARBITRATOR OR EQUAL)

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<th>CLIN</th>
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</tr>
<tr>
<td>034</td>
<td>Common Trigger Box in accordance with the specifications sub-paragraph 4.2.2.2.</td>
<td>Each</td>
<td>68</td>
<td></td>
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</tr>
<tr>
<td>035</td>
<td>Low Profile Blade Type Antenna in accordance with</td>
<td>Each</td>
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<td></td>
<td>the specifications sub-paragraph 4.2.2.3.</td>
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</tr>
<tr>
<td>036</td>
<td>5 Port Industrial Fast Ethernet Switch in accordance with the specifications sub-paragraph 4.2.2.4.</td>
<td>Each</td>
<td>1</td>
<td></td>
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</tr>
<tr>
<td>037</td>
<td>BWC Single Battery Charger W/12V Harness in accordance with the specifications sub-paragraph 4.2.2.5.</td>
<td>Each</td>
<td>68</td>
<td></td>
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</tr>
<tr>
<td>038</td>
<td>Delivery Charges F.O.B destination to U.S. Embassy Pristina (see paragraph 8, Place of Delivery)</td>
<td>Lot</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>039</td>
<td>Value Added Taxes (VAT) (if applicable)</td>
<td>Lot</td>
<td>1</td>
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<td></td>
</tr>
</tbody>
</table>

**TOTAL FIRM-FIXED PRICE – OPTIONAL ITEMS, B.1: (CLIN 028 - 039)**

### B.3 EVIDENCE AND STORAGE SERVER

<table>
<thead>
<tr>
<th></th>
<th>Additional Upload Servers for Primary and Off-site locations, see paragraph 4.2, Item no. 4.</th>
</tr>
</thead>
<tbody>
<tr>
<td>040</td>
<td>Each</td>
</tr>
<tr>
<td>041</td>
<td>Delivery Charges F.O.B destination to U.S. Embassy Pristina (see paragraph 8, Place of Delivery)</td>
</tr>
<tr>
<td>042</td>
<td>Value Added Taxes (VAT) (if applicable)</td>
</tr>
</tbody>
</table>

**TOTAL FIRM-FIXED PRICE – OPTIONAL ITEMS: (CLIN 040 - 042)**
2.2 CURRENCY

The currency shall be fixed and cannot be changed by modification to the contract. The contract will be issued in the currency, the price proposal has been quoted in.

**Currency:** __________ (Please insert currency of the offer)

2.3 VALUE ADDED TAX (VAT)

The U.S. Embassy Pristina, Kosovo is exempted from VAT on both importation of goods and domestic purchase of goods and services and can provide a VAT exemption letter to the Contractor upon award.

2.4 BASIS OF PRICE

The Contractor shall provide a copy in English of the applicable manufacturer’s commercial warranty for the requested items covered by such a warranty at no additional cost to the Government.

The price of the body worn cameras, server and storage systems shall include their transportation F.O.B. Destination basis in accordance with, Section II FAR 52.247-34, F.O.B Destination (NOV 1991), of this solicitation.

3. DELIVERY PLACE

Delivery shall be made F.O.B. Destination in accordance with FAR 52.247-34 F.O.B. Destination (NOV 1991) to the following address:

U.S. Embassy Pristina

**ATTN.: Gazmend H. Musa / Dea Bektashi Zhubi**

**INL/Section Pristina, Kosovo**

4 Korriku no 25

Pristina, 10000

Kosovo

Contract telephone: +38349958840 / +383385959366

Email: MusaGH@state.gov / BektashiDH@state.gov
Purchase Order No. ___________ (to be determined upon award)

All Boxes and AWB must be marked “Diplomatic Cargo” in accordance with sub-paragraph 3.1 and paragraph 7.

3.1 DELIVERY SCHEDULE

All items (consolidated shipment) shall be delivered to the location set forth in Delivery Place above no later than ninety (90) calendar days from receipt of the contract.

The offeror shall state their proposed delivery time, shipping mode under the detailed matrix (see paragraph 5. Compliance with specifications) in their responses to this RFQ.

3.2 DELIVERY COORDINATION:

The Contractor shall coordinate delivery with the Point of Contact (POC) Mr. Gasmend H. Musa INL/Program Specialist, email: MusaGH@state.gov and Ms. Dea Bektashi Zhubi INL/Program Assistant, email: BektashiDH@state.gov.

3.3 ADDITIONAL DELIVERY INFORMATION

The Contractor shall consolidate the entire shipment to prevent loss and misdirection. The contractor upon notification shall replace any lost or damaged items during shipment.

The items being acquired will be donated to the government of the ultimate destination INL/Kosovo. The contractor shall ensure that all items are prepared for safe shipment and include all necessary export approvals, required material data safety sheet, licenses, and paperwork. One copy of the packing list and commercial invoice must accompany the shipment, attached to the outside of the “lead” or number one box/carton/package, or individually attached to the outside of each box/carton/package.

All shipping documents for the items being shipped (BOL, packing list, non-commercial invoice, certificate of origin, etc.) shall be emailed to MusaGH@state.gov and BektashiDH@state.gov prior to delivery, in accordance with Marking and Packing of this contract.

3.4 MARKING AND PACKING

Packaging and preservation shall be IAW best commercial practices to enable shipment to final destination in Kosovo to the address specified under Delivery Place of the contract, without repacking or incurring damage during shipment and handling.

All boxes shall be labeled and marked as followed (i.e., please see below) with clear visibility.

ATTN: Gazmend H. Musa / Dea Bektashi Zhubi
INL/Section Pristina, Kosovo
Kosovo Police and Police Inspectorate of Kosovo Drones

To avoid rejection, please contact the POC for this order prior to shipping.
SHIPPING ADDRESS
U.S. Embassy Pristina
ATTN.: Gazmend H. Musa / Dea Bektashi Zhubi
INL/Section Pristina, Kosovo
4 Korriku no 25
Pristina, 10000
Kosovo
Contract telephone: +38349958840 / +3833859593366
Email: MusaGH@state.gov / BektashiDH@state.gov

3.5 CUSTOMS CLEARANCE AND TAX EXEMPTION
The U.S. Government will assist the Contractor in obtaining customs clearance and tax exemption certificates from the Government of Kosovo in accordance with Marking and Submission of Documentation requirements for this contract.

The Contractor shall estimate a reasonable number of days for custom clearances and delivery. Should the contractor fail to provide any required paperwork for the custom clearance process to the U.S. Embassy Kosovo shipping office and the custom clearances procedure is delayed, the contractor shall be required to pay any additional costs occurred (storage fees). When the goods are imported to Kosovo, the U.S. Embassy Pristina can provide a letter for Customs clearance and exemption of Customs import taxes.

TAX-EXEMPT NUMBER:
Department of State Tax Identification Number: DOS 54-1352940

3.6 EXPORT LICENSE
The Contractor shall comply with Sections 38-40 of the Arms Export Control Act (AECA) (22 U.S.C. 2778-2780) and the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130) as required, for the prosecution of work under this contract at no additional cost to the Government. Failure to be in compliance with AECA and ITAR by date planned for commencement of contract performance as well as during the entire performance of work under this contract may result in contract termination. Any penalties rendered to the Contractor, as a direct result of being found non-compliance with AECA and ITAR, will be the responsibility of the Contractor. For additional information on AECA and ITAR, see http://www.pmddtc.state.gov/.

The Contractor shall comply with license requirements of the Commerce Control List and any Export Administrative Regulations (EAR), which may apply.
4. DESCRIPTION / SPECIFICATIONS OF BODY WORN CAMERA, SERVER AND STORAGE SYSTEMS

4.1 The offeror shall supply body worn camera (BWC), server and storage systems (brand name or equal). The offered systems shall meet or exceed the minimum requirements and specifications set forth in paragraph 4.2 below.

Offerors shall prepare and submit with their offer, for the proposed products, a detailed matrix including specific details (see paragraph 5. Compliance with specifications) and delivery dates in their responses to this RFQ.

4.2 TECHNICAL SPECIFICATIONS OF ITEMS

4.2.1 PANASONIC ARBITRATOR - BRAND NAME OF EQUAL

BWC CAMERA ONLY (INCLUDES CLICKING STYLE MOUNTING STUD) Battery, 64GB Memory Card, 3 Year Standard Warranty

Quantity-100 units

Body-Worn Camera - HARDWARE SPECS

Dimensions (H x W x D) 3.37 x 2.75 x 0.94 Inches / 86 x 70 x 24 mm

Weight 6.0 oz

Drop Test 6’ Rating

Waterproof Rating IP67 (IEC60529) Type 4X (UL50), NEMA 4X Compliant

Field of View / Aspect Ratio [16:9 Mode] Horizontal: 137 °* Vertical: 79 ° (Diagonal: 157°*)

[4:3 Mode] Horizontal: 115 ° Vertical: 87 ° (Diagonal: 143°*)

Video Storage 128GB Internal SD, Media Lock on SD Storage Card

Image Stabilization 6-Axis Gyro, Selectable on Playback

Battery / Battery Life Li-ion Detachable / 12 Hours Standard Runtime

Warranty Main Unit: 3 Years, Battery: 1 Year

Operating Temperature -20°C to +50°C {-4°F to +122°F}

VIDEO / CAMERA / AUDIO

Video Resolutions Available [16:9] 1080P / 720P / 360P

[4:3] 1200P / 960P / 480P
Video Format MP4
IP Rating IP66 / IP67
Robustness MIL-STD-810H Salt Fog, Vibration, Shock, Temperature
Frame Rate (FPS) 30 fps
Low Light Sensitivity 0.08lx Color
Audio Format AAC
Pre-Record Video Configurable up to 3 Minutes

**FEATURES –**
One Touch Record
LCD Screen
Time/Date Stamp
File Tagging Menu
Media Password Protection / 256AES
Recharge Time 4 Hours
GPS
GPS Location Tagging
GPS Time Sync
Wireless LAN IEEE 802.11 a/b/g/n/ac
Embedded Bluetooth LE V4.1
In-Car Video Integration
FIPS 140-2 Security Standard

**Docking Station** Single/8 Bay

**RUGGED IP67 AND MIL-STD-810H ARCHITECTURE**

Body-Worn Camera feature rugged build quality with an IP67 rating and MIL-STD-810H architecture, so evidence capture continues uninterrupted, even in the most challenging outdoor environments. Utilizes a versatile clicking style mounting system.

**VIDEO/RESOLUTIONS AVAILABLE:**

[16:9] 1080P / 720P / 360P
[4:3] 1200P / 960P / 480P

Recording evidence in 1080p, 720p and 360p, the BWC provides crystal-clear video clarity that accelerates convictions in court.

**HANDS-FREE RECORDING ACTIVATION**
The BWC is activated via Wireless LAN or Bluetooth from a variety of triggers. Options include light bar, siren, G-force sensor, and others. Integration with a-HD in-car system allows the recording to start simultaneously on the vehicle and body-worn systems.

4.2.1.1 BWC Mount Kit Including Belt Clip, Magnet, Molle Vest Mounted Stud
Quantity: 100

4.2.1.2 BWC Replaceable Battery
Protection Plus - BWC Kit 5 Years - Accidental Coverage and Standard Warranty 12 Hour Charge
Quantity: 100

4.2.1.3 8 BAY BWC with Battery Attached Docking and Charging Station W AC Adapter
Quantity: 8

4.2.1.4 BWC 8 Bay Battery Charger W/100W AC Adapter
Quantity: 3

4.2.2 VEHICLE TRIGGER SYSTEM

4.2.2.1 BWC Single Docking Charger Station W/12V Harness
Quantity: 45

4.2.2.2 Common Trigger Box (CTB) with power cable. (No Antenna)
Quantity: 45

4.2.2.3 Low profile Blade Type Antenna. High gain combination Wi-Fi and Bluetooth antenna connecting via Reverse Polarity, Right Angled male SMA, Threaded Bolt mount, 15 feet coax cable, color: Black
Quantity: 45

4.2.2.4 5 Port Industrial Fast Ethernet DIN-Rail Switch
5Ports – 2 Layer Supported - Twisted Pair - DIN Rail Mountable - Lifetime Limited Warranty
Quantity: 45

4.2.2.5 BWC Single Battery Charger W/12 Harness
Quantity 45

4.2.3 EVIDENCE SERVERS
Evidence Server and Storage System
Quantity: 1

Primary Evidence Server, 2 Upload Servers. Pre- configured for seven (7) additional upload servers for Primary and Off-site Locations.

Furthermore, in order that the system is capable for future scalability by addition of cameras in additional regions, it would be preferable for servers to have the maximum capacity of storage space (primary server and upload servers).

SERVERS Min. preferred SPECIFICATIONS

- **PROCESSOR** 2x Intel Xeon Silver Octa Core / Sixteen Threads
- **MEMORY** 64GB ECC
  I/O SLOTS Up to 8 x Gen3 Slots
- **DRIVE BAY** 60 x 3.5” Drive
- **RAID LEVEL RAID5 x 4 (4 x 15 Port Controller)**
  It is preferred that Operating System be installed on two SSD drives configured on RAID1 (mirror).
- **IPMI Dedicated IPMI PORT**
  EMBEDDED NIC 10GBE Dual Port + 1x 10GBE Fiber Port + 1 OPEN SFP+
- **POWER SUPPLY** 2x 1100 Power Supply Hot Swap
- **OPERATING SYSTEM** Windows Server Standard
- **ACCESSORIES** Keyboard and Mouse
- **GRAPHICS CARD** Intel Onboard Graphics
- **VIDEO OUTPUT** 1x VGA WEIGHT 180 lbs.
- **DIMENSIONS** 4U Rack Mount: (H) 7”, (W) 17.13”, (D)37.5”
- **HDD BAYS USED VS OPEN Listed** OS on (2 x 120GB SSD) 2.5” Drive
- **WARRANTY** min 3-Year Hardware Warranty Service RAILS Included
- Primary evidence server/ primary upload servers - TOTAL STORAGE - minimum 960 TB

4.2.4 **ON-SITE INSTALLATION, TESTING AND TRAINING REQUIREMENTS**

Quantity: 1
The contractor shall provide a maximum of ten (10) days of services for deployment, and travel included for equipment setup for all the delivered equipment as prescribed in paragraph 4.0 within one (1) month after delivery of the required equipment and upon agreement with the end user. Delays caused by non-functioning connecting components not supplied by the contractor will not be the fault of the vendor.

4.2.4.1 Training Requirements

Training shall be planned for Kosovo Police key staff involved in the system including system administrators, at a minimum covering installation, configuration, managing and use of devices and the system, specifically the Evidence Management System. A separate training on the Evidence Management System shall be provided to the Police Inspectorate of Kosovo.

4.2.4.2 Car Installation Training

Train Kosovo Police installers on up to three (3) police vehicles, includes travel expenses.

**Quantity: 1**

4.2.4.3 Body Worn Camera Instructor Certification Course

Provide train the trainer instruction to one 10 persons cohort of Kosovo Police instructors in Kosovo.

**Quantity: 5 (50 Officers total)**

4.2.4.4 Body Worn Camera Operators Certification Course

Provide applied learning and hands-on training on body worn camera usage to ensure technological acumen for all officers assigned to the pilot program. Training shall include policy and procedures, relevant laws, operating procedures, and scenario-based programming. Minimum of eight (8) hours of instruction in Kosovo for five cohorts of 20 officers.

**Quantity: 1**

5. **COMPLIANCE WITH SPECIFICATIONS:**

The offerors shall prepare and submit with their offer, for the proposed products, a detailed matrix indicating that the specifications of the products offered are in compliance with the brand-name or equal specifications set forth in Paragraph 4 Description/Specifications of the requested body worn cameras and server and storage systems of this solicitation. Any deviations to the required minimum specifications shall be clearly stated in the remarks column.

As supplement to the specification data of the body worn cameras and server and storage systems, Offerors shall also provide with their offer Product literature and/or catalog; from the manufacturer or a third party (i.e., clearly identifying the source)
Failure to provide this information will result in a ‘non-responsive’ offer and removal from award consideration.

5.1 DESCRIPTIVE LITERATURE

Definition: (a) "Descriptive literature" means information (e.g., cuts, illustrations, drawings and original manufacturers' brochures) that is submitted as part of an offer. Descriptive literature is required to establish, for the purpose of evaluation and award, details of the product offered that are specified elsewhere in the solicitation and pertain to significant elements such as (1) design; (2) materials; (3) components; (4) performance characteristics; and (5) methods of manufacture, assembly, construction, or operation. The term includes only information required to determine the technical acceptability of the offered product. It does not include other information such as that used in determining the responsibility of a prospective contractor or for operating or maintaining equipment. (b) Descriptive literature shall be (1) identified to show the item(s) of the offer to which it applies and (2) received by the time specified in this solicitation for receipt of offers. (c) Data displaying more than one model or size shall be clearly marked so as to indicate the specific item being offered. (d) Offers which do not present sufficient information to permit complete technical evaluation by the Government may be rejected. It is the offeror’s responsibility to prove that their proposed solution meets the requested specifications, subject to any limitations elsewhere in this solicitation.

5.2 OTHER SPECIFIC REQUIREMENTS:

- If applicable, the Contractor shall comply with all import requirements mandated by the Government of Kosovo. Further, the Contractor shall provide all the necessary documentation required at destination for importation of the proposed items.

- All manuals and literature shall be in the English language. If available, manuals shall be furnished in Albanian and Serbian language as well.

- All equipment must have a warranty at minimum three years.

- Chargers must operate in 220v–240v with EU plug without the need for adapter or transformer.

- U.S. Embassy Pristina is exempt from VAT both on importation of goods and domestic purchase of goods and services.

6. WARRANTY

The offeror shall provide with its offer the detailed warranty provisions that will be applicable for the subject.

The Contractor agrees that the items furnished under this contract shall be covered by the most favorable manufacturer’s commercial warranty the Contractor gives to any customer for such
vehicles and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

The Contractor shall provide a copy in English of the applicable manufacturer’s commercial warranty with each item covered by such a warranty at no additional cost to the Government.

a) Warranty terms: __________ months (to be inserted by the offeror).

6.1 MINIMUM WARRANTY AND SERVICE

The body worn camera, server and storage systems shall have a warranty that is valid for three-year (3) minimum. For all other parts and supplies shall come with at least a one-year (1) warranty and guarantee of quality.

Warranty shall be in accordance with best commercial practices and shall commence after all items are received and accepted at the location set forth in sub-paragraph 3, Delivery Place.

The Contractor shall provide a copy of standard warranty information unless indicated otherwise. The warranty applies as of the date the items are received and accepted at the delivery location. The price for warranty shall be included in the price for the items.

7. PLACE OF PERFORMANCE

Pristina, Kosovo

8. SHIPPING COSTS

Shipping and delivery schedule of the items shall be made in accordance with the paragraph 3 & 3.1.

All shipping costs and shipping mode to U.S. Embassy, Pristina, Kosovo (address: 4 Korriku no 25, Pristina, 10000, Kosovo.) shall be included into the quote and under sub-paragraph 2. Pricing.

The Contractor shall consolidate the entire shipment to prevent loss and misdirection. The contractor upon notification shall replace any lost or damaged items during shipment.

Please Note:

All orders are ultimately intended for an overseas destination. If the shipment will involve wood packaging material, then the packing and palletizing must conform to the standards in the International Standards for Phytosanitary Measures Publication No. 15: “Guidelines for Regulating Wood Packaging Material in International Trade” (ISPM 15) and have the appropriate markings indicating that the materials meet this standard. Any deliveries arriving at our indicated domestic delivery address that do not meet these standards will be rejected and must be corrected at the contractor’s expense.
9. **INSPECTION & ACCEPTANCE**

The final inspection and acceptance of ALL items shall be performed by the U.S. Government upon their arrival in the U.S. Embassy Pristina, Kosovo to determine the quality and acceptability. Any substandard products and work shall be notified to contractor.

The payment to the Contractor shall be made following satisfactory inspection and acceptance of products by the Office of INL in Kosovo in accordance with Payment below.

10. **INSTALLATION**

The Contractor shall provide on-site implementation and installation of the body worn cameras, server and storage systems. The Contractor shall complete installation of all items under the base requirement (CLINs 001 – 0016) at the following police jurisdictions: Kosovo Police Headquarters.

Future infrastructure option sites (B.3 Optional Item – CLINs 040-042, Seven additional upload servers) are Gjilan, Ferizaj, Prizren, Gjakove/a, Peja/Pec, Mitrovica/e North and Mitrovice/a South region headquarters.

The Contractor shall complete installation one each site prior to commencing on-site implementation installation at subsequent site (s).

11. **PAYMENT**

Payment of 80% of the total firm-fixed amount will be made after delivery and satisfactory inspection and acceptance of all items to the location set forth in paragraph 3, Delivery Place. The remaining 20% of the payment will be made after installation of all systems has demonstrated operational performance without corrective action required and final acceptance.

Payment will be made through Electronic Funds Transfer (EFT) into Company’s bank account within thirty days as stated above and upon submission of legitimate invoice.

11.1 **INVOICE SUBMISSION**

(a) Invoice(s) shall be emailed to the following address for payment:

U.S. Embassy Pristina  
Attn: Financial Management Office (FMO)  
E-Mail: PristinaFMO@state.gov and cc: PristinaINL@state.gov

(b) Invoices shall include the items listed in FAR 52.212-4g.1 and copy of the contract. Copies of all invoices shall be submitted to the Contracting Officer via email to CatsamakiJ@state.gov and FrankfurtRPSO@state.gov.
NOTE: Advance Payment shall not be authorized under this contract.

11.2 ERRONEOUS PAYMENT
If the USG becomes eligible for a refund of payment because of erroneous overpayment or other cause, the contractor shall refund the amounts or use them to offset future payments owed by the USG, whichever the USG prefers. The contractor shall refund any refunds not complete or discovered after the completion date of this contract.

12. PLACE OF PERFORMANCE
The Contractor’s place of performance for this contract is:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

(To be inserted by the offeror)

13. AUTHORIZED POINT OF CONTACT
Provide a contact person(s) who has the authority to obligate the offeror’s company, with telephone number(s) and e-mail address:

________________________________________________________________________

14. PAST PERFORMANCE
The offerors shall list a minimum of three contracts and/or subcontracts that they have held over the past two years to demonstrate their prior experience in supplying the requested items in the required category to companies, organizations and other Government entities, etc. Any additional information, such as letters, associations and standards to substantiate the past performance shall be furnished by the offerors. The offerors shall provide the following information for each contract and/or subcontract and limited to no more than five (5) references:

(A) Customer's name, address, and telephone numbers
(B) Type(s) and category(ies) of systems;
(C) Contract number;
(D) Contract dollar value; and
(E) Any terminations (partial or complete) and the reason (convenience or default).
15. PHYSICAL AND INFORMATION SECURITY REQUIREMENTS

The contractor shall be responsible for safeguarding all government information provided for contractor use. All material / documentation produced for the USG will be the sole property of the USG.

All documents shall be controlled and disseminated on a need-to-know basis. Reproduction and distribution are prohibited without express approval of the USG.

All documents shall be marked and handled in strict accordance with all applicable requirements and regulations. Proposed and actual contract documents shall only be disseminated on a strict need-to-know basis and shall not be further disseminated without prior authorization from the USG.

Those receiving any type of proposed and / or actual contract documents shall be responsible for these materials while in their possession, or that of any of their subcontractors. They shall return all documents, including all copies, promptly upon demand by the USG.

16. CONTRACT ADMINISTRATION DATA

16.1 AUTHORITY OF THE CONTRACTING OFFICER

All work shall be performed under the general direction of the Contracting Officer, who alone shall have the power to bind the Government and to exercise the rights, responsibilities, authorities and functions vested by the contract, except that the Contracting Officer and the Procurement Executive shall have the right to designate authorized representatives to act for the Contracting Officer, as specifically provided in the designation of that individual, such as the COR.

16.2 GOVERNMENT PERSONNEL

Contracting Officer: Eric N. Moore

Contract Administrator: Joanna Catsamaki

E-mail address: CatsamakiJ@state.gov

Contracting Officer’s Representative (COR): To be named at time of Award

17. MISCELLANEOUS CONTRACTOR REQUIREMENTS

A contract with the U.S. Government conveys no special privileges or immunities to the contractor. The contractor is an independent commercial concern and not a part of the U.S. mission. The contractor's employees are not U.S. Government employees. Registration of this contract with the host country, if required by law, will be the sole responsibility of the contractor, and any fees, taxes, or other duties shall be payable by the contractor without recourse to the Government of the amounts thereof.
18.    **CHOICE OF LAW**

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Civilian Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

19.    **PERIOD FOR ACCEPTANCE OF OFFERS**

The offeror agrees to hold the prices in its offer firm for ninety (90) calendar days from the date specified for receipt of offers.

**Note:** This is an addendum to Section III Sub-Section, FAR 52.212-1 “Instructions to Offerors - Commercial Items (NOV 2021)”, Paragraph (c) “Period for acceptance of offers”, of this solicitation.

*The remainder of this page is left intentionally in blank*
SECTION II – CONTRACT CLAUSES

**FAR 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 these address (es):

Referenced FAR provisions and clauses can be obtained from:  
http://www.acquisition.gov/comp/far/current/html/FARTOCP52.html#wp340130

Referenced DOSAR provisions and clauses can be obtained from:  
http://www.statebuy.state.gov/dosar/fullscreen.asp?menu_id=40  
(note: click on 652 – 653 sub-chapter, Click on 652 and then scroll down)

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**THE FOLLOWING CLAUSES ARE PROVIDED IN FULL TEXT:**
Addendum to FAR 52.212-4 Contract Terms and Conditions – Commercial Items (Deviation 2017-02)

The whistleblower protection of 41 U.S.C 4712 has been removed from paragraph (r) of FAR clause 52.212-4. The following revised paragraph applies:


(End of Clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (MAY 2022)

(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 products and commercial services:

(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 (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(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 products and commercial services:

[Contracting Officer check as appropriate.]


__ (5) [Reserved].


__ (10) [Reserved].


__ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (13) [Reserved]

__ (14)


__ (ii) Alternate I (MAR 2020) of 52.219-6.
(15)  
   __ (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 (NOV 2021) (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 (SEP 2021) 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.

(22)

(i) 52.219-28, Post Award Small Business Program Rerepresentation (SEP 2021) (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 (SEP 2021) (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 (SEP 2021) (15 U.S.C. 637(m)).


(26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15U.S.C. 637(a)(17)).


(28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JUN 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.

(31)


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

(32)


(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).

(35)


(36) 52.222-54, Employment Eligibility Verification (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

(37) 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) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).


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

(ii) Alternate I (Jun2014) of 52.223-14.


(43) 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.

_X_ (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)


____ (ii) Alternate I (JAN 2017) of 52.224-3.


____ (49)


____ (ii) Alternate I (JAN 2021) of 52.225-3.

____ (iii) Alternate II (JAN 2021) of 52.225-3.

____ (iv) Alternate III (JAN 2021) of 52.225-3.


_X_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (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 (Nov2007) (42 U.S.C. 5150).

_ X_ (55) **52.229-12**, Tax on Certain Foreign Procurements (Feb 2021).


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


(63)


(64)

(ii) Alternate I (APR 2003) of 52.247-64.

(iii) Alternate II (Nov 2021) 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 products and commercial services:

[Contracting Officer check as appropriate.]


__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-
Price Adjustment (Multiple Year and Option Contracts) (Aug

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-

__ (5) 52.222-51, Exemption from Application of the Service Contract Labor
Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-

__ (6) 52.222-53, Exemption from Application of the Service Contract Labor

__ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order
14026 (Jan 2022).

__ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O.
13706).

__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun

(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 products or commercial services. 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 (Nov 2021) (Section 1634 of Pub. L. 115-91).

   (iv) **52.204-25**, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

   (v) **52.219-8**, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR **19.702**(a) on the date of subcontract award, the subcontractor must include **52.219-8** in lower tier subcontracts that offer subcontracting opportunities.

   (vi) **52.222-21**, Prohibition of Segregated Facilities (APR 2015).


   (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**.

(xiii)


(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 (MAY 2022) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).


(xix)


(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 (Nov 2021) (46 U.S.C. 55305 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

(a) Definitions. As used in this clause—

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

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means—

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

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

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

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

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

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

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

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

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

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


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

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

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

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

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

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

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

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

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

(d) Reporting requirement.

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

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

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

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

(End of clause)

52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS (FEB 2021)

(a) Definitions. As used in this clause—

*Foreign person* means any person other than a United States person.

*United States person*, as defined in 26 U.S.C. 7701(a)(30), means—

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 7701(a)(31)); and

(5) Any trust if-
(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) This clause applies only to foreign persons. It implements 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)

(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at www.irs.gov/w14.

(2) If the Contractor is a foreign person and has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall—

(i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and

(ii) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to
audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue.

(f) Taxes imposed under 26 U.S.C. 5000C may not be—

   (1) Included in the contract price; nor
   
   (2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of clause)

52.247-34  F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means-

   (1) Free of expense to the Government, on board the carrier’s conveyance, at a specified delivery point where the consignee’s facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

   (2) Supplies shall be delivered to the destination consignee’s wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall-
(1) 
  
  (i) Pack and mark the shipment to comply with contract specifications; or
  
  (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
  
(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(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.

b. The COR for this contract is: to be name after contract award

COR Duties – The COR is responsible for inspection and acceptance of services and review of contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

(End of clause)

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SENTION III – SOLICITATION PROVISIONS

Addendum to FAR 52.212-1 Instruction to Offerors – Commercial Items (NOV 2021)

Pursuant to FAR 12.302(d), the provision at FAR 52.212-1, Instruction to Offerors – Commercial Items (NOV 2021) is augmented as follows: Preparation of Offers - Offerors shall prepare and submit its offer in two (2) volumes as set forth below.

DETAILED INSTRUCTIONS

(a) Each offer shall consist of the following electronic separate volumes:

<table>
<thead>
<tr>
<th>Volume</th>
<th>Description / Tittle</th>
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<tbody>
<tr>
<td>1</td>
<td>PRICE PROPOSAL:</td>
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<tr>
<td></td>
<td>o Section I, Sub Paragraph 2.1 through 2.2 - Supplies and Prices</td>
</tr>
<tr>
<td></td>
<td>o Section I, Paragraph 6 – Complete Warranty provisions</td>
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<td></td>
<td>o Section I, Paragraph 12 - Place of Performance</td>
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<tr>
<td></td>
<td>o Section V – Completed Section Representations, Certifications and Other Statements of Offerors</td>
</tr>
<tr>
<td>2</td>
<td>TECHNICAL CAPABILITY</td>
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The offered body worn cameras, servers and storages systems shall be Brand-Name or Equal and shall meet or exceed the minimum technical specifications set forth in paragraph 4, and the delivery terms contained herein. In addition, the offeror shall provide:

<p>| | |</p>
<table>
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<tbody>
<tr>
<td>o Section I, Paragraph 5- Compliance with Specifications and Descriptive Literature</td>
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<tr>
<td>o Confirmation providing that offered Items meet or exceed the Department of Justice Technical Specifications for Body Worn Camera Projects and be complaint with Trade Agreement Acts (TAA), Federal Information Processing Standard (FIPS) 140-2, and Criminal Justice Information Services (CJIS) regulations.</td>
<td></td>
</tr>
<tr>
<td>o Section I, Sub-Paragraph 3.1 - Delivery Schedule:</td>
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<td>o A delivery confirmation providing delivery within 90 calendar days of award to final destination.</td>
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<tr>
<td>o Section I - Paragraph 6 Warranty:</td>
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<tr>
<td>o The offerors shall submit for the offered items details of warranty provision available including the minimum requirements set forth in paragraph 6.1 Minimum Warranty and Service.</td>
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</tbody>
</table>
PROPOSAL DUE DATE

The complete offer package (Volume 1 & Volume 2) shall be submitted electronically to Ms. Joanna Catsamaki at e-mail: CatsamakiJ@state.gov no later than **15:00 hours Central European Time (CET) Friday, June 24 2022**, in a format readable by MS Word, Excel 2007/2010 and Adobe PDF as applicable, and shall be named / numbered to appear in the e-mail(s) in the correct sequence. Individual emails shall be limited to **50MB**. Zipped files (.zip or .rar) are not permitted.

Due to size constraints of our e-mail system, the Government shall not be responsible for contractor’s being unable to transmit emails due to excessive volume of material. Offerors shall ensure that emails have been transmitted and that messages have not been returned “undeliverable”.

**USE OF ELECTRONIC DEPOSITORIES IS NOT PERMITTED.**

**NOTE:** No proposals will be accepted after the time specified above. Delay due internet connection issues/failure, delay on electronic correspondence transmission or processing will not be an acceptable excuse for late delivery of a proposal.

**SUBMISSION OF QUESTIONS / REQUEST FOR CLARIFICATION**

The offeror shall identify / explain / justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation.

The offeror shall immediately report to the Contracting Officer any ambiguity in the solicitation. Any prospective offeror who requires a clarification, explanation or interpretation of the requirements shall make a written request to the Contracting Officer no later than **15:00 German time on June 8, 2021.** All questions received will be compiled and a set of questions and answers will be furnished to all prospective offerors in a form of an amendment to the solicitation signed by the CO. Offerors may rely ONLY upon written interpretations by the contracting officer.

**COMMUNICATION CONCERNING SOLICITATION**

Only the Contract Administrator shown in Sub-Paragraph 17.2 or the Contracting Officer, may be contacted regarding this solicitation. Communication concerning this solicitation with any other Government personnel, including contractor support personnel, is prohibited unless specifically
authorized elsewhere herein. If such contact occurs, the Offeror making such contact may be excluded from award consideration.

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

This contract incorporates one or more 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 address (es):

Referenced FAR provisions and clauses can be obtained from:
https://www.acquisition.gov/browse/index/far

Referenced DOSAR provisions and clauses can be obtained from:
http://www.statebuy.state.gov/dosar/fullscreen.asp?menu_id=40

(note: click on 652 – 653 sub-chapter, Click on 652 and then scroll down)

The following FAR solicitation provisions are incorporated by reference:

<table>
<thead>
<tr>
<th>PROVISION</th>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.209-7</td>
<td>Information Regarding Responsibility Matters</td>
<td>OCT 2018</td>
</tr>
<tr>
<td>52.214-34</td>
<td>Submission of Offers in the English Language</td>
<td>APR 1991</td>
</tr>
<tr>
<td>52.225-25</td>
<td>Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran – Representation and Certification</td>
<td>(JUN 2020)</td>
</tr>
</tbody>
</table>

The following DOSAR provisions are 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 officer 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, Ms. Sharon D. James, Email JamesSD@state.gov. 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), Suite1060, SA-15, Washington, DC 20520.

(End of Provision)

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SECTION IV – EVALUATION FACTORS

ADDENDUM TO 52.212-2 EVALUATION – COMMERCIAL ITEMS (NOV 2021)

The Government intends to award a contract resulting from this solicitation to the responsible offeror (as determined within the meaning of FAR Part 9, paragraph 9.104), whose offer conforms to the solicitation and is determined to be the most advantageous solution to the Government, price and other factors considered. Evaluation will be based on offeror’s submission and the provision at FAR 52.212-2, as provided in this solicitation.

BASIS FOR AWARD

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is determined to be a responsible contractor within the meaning of FAR Part 9, paragraph 9.104

Compliance: The Government will perform an initial review of proposals received to determine compliance with the terms of the solicitation, i.e. if the proposals submitted are complete, including Sections 1 and 5. The USG may reject as unacceptable proposals that do not conform to the solicitation terms and do not include all items stipulated for submission.

The evaluation will be conducted in accordance with the procedures set forth below:

EVALUATION FACTORS, PROCEDURES AND CRITERIA

1. **Price:** The price will be evaluated by the lowest aggregate sum of the items including optional items, any delivery charges, custom clearance, handling charge, Value Added Tax (if applicable) etc.

2. **Technical Capability/Acceptability:** The determination of technical acceptability will be based on the review of:
   a) Descriptive Literature of the proposed products demonstrating compliance with all required features.
   b) Confirmation providing offered items meet or exceed the Department of Justice Technical Specifications for Body Worn Camera Projects and be complaint with Trade Agreement Acts (TAA), Federal Information Processing Standard (FIPS) 140-2, and Criminal Justice Information Services (CJIS) regulations.
c) A delivery confirmation stating delivery of the products will be made latest within ninety (90) calendar days of award to the location stated in Paragraph 3, Delivery Place or advise of a shorter delivery period.

d) Warranty provisions: Standard warranty is implied and shall be included in the contract price.

e) Detail of previous contracts/past performance: The offerors shall list a minimum of three contracts and/or subcontracts that they have held over the past two years for the provision of comparable body worn cameras, server and storage systems, installation and training services to federal or commercial customers. Any additional information, such as letters, associations and standards to substantiate the past performance shall be furnished by the offerors. The offerors shall provide the following information for each contract and/or subcontract and limited to no more than five (5) references:

(A) Customer's name, address, and telephone numbers
(B) Type(s) and category(ies) of vehicles;
(C) Contract number;
(D) Contract dollar value; and
(E) Any terminations (partial or complete) and the reason (convenience or default).

Note: There will be no ranking or percentages. The result of the technical evaluation is the determination of each proposal to be:

- Acceptable (no questions),
- Unacceptable (will be excluded from further processing because of serious mistakes / lack of understanding).

Technical capability and past performance, when combined, are equal to price.

AWARD WITHOUT DISCUSSIONS: In accordance with FAR provision 52.215-1 and pursuant to FAR 15.601 9a, the USG may award these contracts based on initial proposals and without holding discussions. Therefore, it’s in your best interest to offer your best price and technical terms in your initial proposal

(a) A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offeror’s specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.
52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using [http://ice.cgfs.state.sbu/](http://ice.cgfs.state.sbu/) in effect as follows:

1. On the date specified for receipt of offers, if award is based on initial offers; otherwise
2. On the date specified for receipt of proposal revisions.

(End of provision)

FAR 52.217-4 EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD (JUNE 1988)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government’s best interests, the Government will evaluate the total price for the basic requirement together with any option(s) exercised at the time of award.

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SECTION V – REPRESENTATIONS AND CERTIFICATIONS

ADDENDUM TO 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-
COMMERCIAL ITEMS (NOV 2021)

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

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS
AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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 paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications—Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(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)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

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

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

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

b. The Offeror represents that—

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.225-6 TRADE AGREEMENTS CERTIFICATE (FEB 2021)

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

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

  Other End Products:

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[List as necessary]

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

(End of provision)

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS – NOTICE AND REPRESENTATION (JUN 2020)

  (a) Definitions. As used in this provision—
Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if–

   (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

   (ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It [_] is [_] is not a foreign person; and
(2) If the Offeror indicates “is” in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 [___] a full exemption, or [___] partial or no exemption [Offeror shall select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects “is” in paragraph (d)(1) and “partial or no exemption” in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (OCT 2020)

(a) The term "commercially available off-the-shelf (COTS) item," is defined in the clause of this solicitation entitled "Combating Trafficking in Persons" (FAR clause 52.222-50).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that-

(1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and

(2) Has an estimated value that exceeds $550,000.

(c) The certification shall state that-

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect,
and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and

(2) After having conducted due diligence, either-

(i) To the best of the Offeror’s knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or

(ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

(End of provision)

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

a. Definitions. As used in this provision:

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

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

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

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

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

(End of provision)

(END OF SOLICITATION)