Embassy of the United States of America

June 30, 2022

Dear Prospective Quoter:

SUBJECT: Solicitation Number 19BH2022Q0023_Ford Transit Standard Prison Transport

The Embassy of the United States of America invites you to submit a quotation for Two (2) Ford Transit Standard Prison Transport.

Submit your quotation via email to Belmopanprocurement@state.gov with “Quotation for Solicitation No_19BH2022Q0023 Attached” on the subject line of the email, on or before 10:00 a.m. (local time), on July 15, 2022. No quotations will be accepted after this time.

In order for a quotation to be considered, you must also complete and submit the following:

1. SF-1449
2. Section 1, Pricing
3. Section 2, FAR Clauses (with applicable clauses completed)
4. Additional information as required in Section 1

Direct any questions regarding this solicitation to the Contracting Officer, Neva Shabazz by letter or by telephone 822-4011 during regular business hours.

Sincerely,

[Signature]

Neva Shabazz
Contracting Officer
**SOLICITATION/CONTRACT/ORDER FOR**

<table>
<thead>
<tr>
<th>Block</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>REQUISITION NUMBER</td>
</tr>
<tr>
<td>2.</td>
<td>CONTRACT NO.</td>
</tr>
<tr>
<td>3.</td>
<td>AWARD/EFFECTIVE DATE</td>
</tr>
<tr>
<td>4.</td>
<td>ORDER NUMBER</td>
</tr>
<tr>
<td>5.</td>
<td>SOLICITATION NUMBER</td>
</tr>
<tr>
<td>6.</td>
<td>SOLICITATION ISSUE DATE</td>
</tr>
<tr>
<td>7. a.</td>
<td>NAME</td>
</tr>
<tr>
<td>7. b.</td>
<td>TELEPHONE NUMBER</td>
</tr>
<tr>
<td>7. c.</td>
<td>OFFER DUE DATE/LOCAL TIME</td>
</tr>
<tr>
<td>8.</td>
<td>ISSUED BY</td>
</tr>
<tr>
<td>9.</td>
<td>CODE</td>
</tr>
<tr>
<td>10.</td>
<td>THIS ACQUISITION IS</td>
</tr>
<tr>
<td>11.</td>
<td>DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED</td>
</tr>
<tr>
<td>12.</td>
<td>DISCOUNT TERMS</td>
</tr>
<tr>
<td>13. a.</td>
<td>RATING</td>
</tr>
<tr>
<td>14.</td>
<td>METHOD OF SOLICITATION</td>
</tr>
<tr>
<td>15.</td>
<td>DELIVER TO</td>
</tr>
<tr>
<td>16.</td>
<td>ADMINISTERED BY</td>
</tr>
<tr>
<td>17. a.</td>
<td>CONTRACTOR/OFFERER</td>
</tr>
<tr>
<td>18. a.</td>
<td>PAYMENT WILL BE MADE BY</td>
</tr>
<tr>
<td>19.</td>
<td>ITEM NO.</td>
</tr>
<tr>
<td>20.</td>
<td>SCHEDULE OF SUPPLIES/SERVICES</td>
</tr>
<tr>
<td>21.</td>
<td>QUANTITY</td>
</tr>
<tr>
<td>22.</td>
<td>UNIT</td>
</tr>
<tr>
<td>23.</td>
<td>UNIT PRICE</td>
</tr>
<tr>
<td>24.</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>25.</td>
<td>ACCOUNTING AND APPROPRIATION DATA</td>
</tr>
<tr>
<td>26.</td>
<td>TOTAL AWARD AMOUNT</td>
</tr>
</tbody>
</table>

**Solicitation to provide Ford Transit Standard Prison Transport**

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

**SIGNATURE OF CONTRACTOR**

Neva Shabazz
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SCHEDULE OF SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _______________________________

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☑ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐

38. S/R ACCOUNT NO.

39. S/R VOUCHER NO.

40. PAID BY

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

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

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

42d. TOTAL CONTAINERS
SECTION 1

THE SCHEDULE

1. TYPE OF CONTRACT

This is a firm fixed price contract payable entirely in the currency indicated in Section 3, Sub-Section 3.2, of the purchase order. No additional sums will be payable on account of any escalation in the cost of materials, equipment or labor, or because of the Contractor’s failure to properly estimate or accurately predict the prices or difficulty of achieving the results required by this purchase order. Nor will the purchase order price be adjusted on account of fluctuations in the currency exchange rates.

2. EFFECTIVE PERIOD OF PURCHASE ORDER

The purchase order shall be effective on the date of the Contracting Officer’s signature and shall remain valid until all vehicles has been received and accepted by the U.S. Government, and in accordance with Section 10 “Delivery Schedule” of this document.

3. SUPPLIES AND PRICES

The Contractor shall provide two (2) Ford Transit Standard Prison Vans for support to the Belize Police Department. Further, the Contractor shall properly perform pre-delivery inspection on the vehicles and deliver it to the location set forth in Section 11, Place of Delivery, of this purchase order. The firm fixed price shall include the vehicles, pre-delivery inspection, and transportation to the ultimate destination, certificate of origin, operator’s manual, warranty certificate, and any other documentation mandated by the destination country in accordance with Section 6, Other Specific Requirements, of this purchase order. All manuals shall be furnished in the English language.

Given the types of weather and difficult terrain, it is critical to have vehicles that are durable, easy to repair and service, and can handle the climate and terrain conditions in Belize.

3.1 PRICING DATA

<table>
<thead>
<tr>
<th>Line item No.</th>
<th>Short Description</th>
<th>Quantity</th>
<th>Total Price*</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>2022 Ford Transit Standard Prison Transport (Meet or Exceed)</td>
<td>2 each</td>
<td></td>
</tr>
</tbody>
</table>

*Price must be Duty Free

3.2 CURRENCY

All prices must be stated in Belize currency.
4. DESCRIPTION/SPECIFICATIONS OF VEHICLES

CLIN 001  2022 Ford Transit Standard Prison Transport (Meet or Exceed)

I. Two (2) Ford Transit Standard Prison Transport
   a. Van/bus
   b. 6 cylinders
   c. 3.5L engine
   d. Room for up to 12 transports
   e. At least 19 – 25 MPG highway and 20- 25 MPG City
   f. 10 speed automatic transmission
   g. Radio/USB/AUX/Bluetooth connectivity
   h. Reverse Camera
   i. Lockable Tailgate
   j. 3400 min payload
   k. Full size spare tire
   l. Hill descent control
   m. Emergency brake control
   n. Floor mats
   o. Jack kit
   p. Mirror with side indicator lamp
   q. Front and back mudguard
   r. At least 25-gallon fuel capacity
   s. 3 “Isolation cage
   t. Two Guards seating positions
   u. Engine driven Ac
   v. Security cameras, video
   w. Tamper proof interior LED Lightening
   x. Plexiglass side shields
   y. Running boards
   z. Color options: Dark colors
      aa. custom center wall dividing rear compartment into two separate areas using tube
          steel and expanded metal.
      bb. 2 60” long benches in the two rear compartments.
      cc. Front and middle partitions to have pull thru lockable doors for emergency access.
      dd. White powder coat finishes on all interior metal compartments.
      ee. All floors, benches and 6” up walls to be covered with spray liner for ease of wash
          out. LED interior lighting. Custom rear step with grip strut.
      ff. Delivery must be made by August 30th, 2022, unless agreed upon by Contracting
          Officer.
Two (2) 2022 Ford Transit Standard Prison Transport (Brand Name or Equal) Gas AWD

<table>
<thead>
<tr>
<th>Item</th>
<th>Minimum Requirements</th>
<th>Rationale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year</td>
<td>2020-2022</td>
<td></td>
</tr>
<tr>
<td>Vehicles Type and Traction</td>
<td>Passenger Van AWD</td>
<td></td>
</tr>
<tr>
<td>TRANSMISSION</td>
<td>Automatic Transmission</td>
<td></td>
</tr>
<tr>
<td>Fuel Type</td>
<td>Gas Engine</td>
<td></td>
</tr>
<tr>
<td>FUEL CAPACITY (gl./L)</td>
<td>Minimum 20 gallons/75 liters</td>
<td>Provides for longer driving autonomy, a necessity in rural areas where there are only a few services available.</td>
</tr>
<tr>
<td>Engine</td>
<td>2.5L – 3.5L, Diesel</td>
<td>The unit has a tight fuel budget by using the less expensive diesel fuel and small cylinder diesel engines.</td>
</tr>
<tr>
<td>BRAKES</td>
<td>Front brakes: Anti-lock Brake System (disc) / Rear brakes: disc or drum</td>
<td>Anti-skid brakes (ABS) or Pre-Collision Assist with Automatic Emergency Braking (AEB) help to provided vehicles stability when braking on wet, slippery roads common during the wet season in Belize</td>
</tr>
<tr>
<td>SUSPENSION</td>
<td>All terrain heavy-duty suspension in front and rear</td>
<td>Easier maintenance and rigidity required to maneuver difficult driving conditions in Belize.</td>
</tr>
<tr>
<td>AIR CONDITIONING</td>
<td>Yes</td>
<td>For passenger comfort. Belize has a year-round hot tropical climate.</td>
</tr>
<tr>
<td>RADIO</td>
<td>Yes</td>
<td>For news, traffic conditions, travel, etc.</td>
</tr>
<tr>
<td>WINDOWS</td>
<td>Power operated side windows.</td>
<td>Allows driver to control all windows while operating vehicles.</td>
</tr>
<tr>
<td>SEATING</td>
<td>Driver and four passengers</td>
<td>Necessary for transporting victims, witnesses, mobile teams and suspects.</td>
</tr>
<tr>
<td>DESIRED PAYLOAD</td>
<td>At least 850 Kg in any combination of passengers and or cargo</td>
<td>Allows for fulfillment of standard tactical mission, in mix between personnel and equipment</td>
</tr>
<tr>
<td>TIRES</td>
<td>Recommended 5, including spare, all-terrain type, with tire jack and accessories</td>
<td>For all-terrain requirements of mission, and better for rough type of roads common to Belize</td>
</tr>
<tr>
<td>DIMENSIONS</td>
<td>Maximum width of 90 inches and maximum length of 270 inches.</td>
<td>Necessary for the narrow streets/roads of Belize.</td>
</tr>
<tr>
<td>WARRANTY</td>
<td>Minimum 3 years or 100,000km</td>
<td>Standard warranty in Belize.</td>
</tr>
<tr>
<td>COLOR</td>
<td>Dark color shade (black, blue)</td>
<td>Dark color shades to avoid Belize Police Department Uniformity and conspicuity at night in remote areas.</td>
</tr>
</tbody>
</table>


Each vehicle with owner manuals, and service manuals

For driving and maintenance purposes

Floor mats; door locks; etc. custom center wall dividing rear compartment into two separate areas using tube steel and expanded metal. 2 60" long benches in the two rear compartments. Front and middle partitions to have pull thru lockable doors for emergency access. White powder coat finishes on all interior metal compartments. All floors, benches and 6" up walls to be covered with spray liner for ease of wash out. LED interior lighting. Custom rear step with grip strut.

Features needed on vehicles for this purpose

Capable of being maintained commercially in Belize with effective costs

Availability to get parts and service from local vendors (in Belize)

Proven durability, reliability, safety

A very reliable vehicles to avoid break downs and excessive maintenance cost

Rear view Camera

AC Power Outlet

NOTE: The offerors shall quote prices for the subject vehicle s without the customs duties and/or taxes normally charged by the Government of Belize. The American Embassy in Belize will assist the Contractor in obtaining the necessary customs and tax exemption documentation and arranging for duty free clearance of the vehicles imported into Belize, in accordance with Section 12, Customs Clearance and Tax Exemptions, of this order.

5. COMPLIANCE WITH SPECIFICATIONS

The offerors shall submit with their offer, for the proposed vehicle model, a detailed matrix indicating that the specifications of the offered vehicles are in compliance with the required minimum specifications set forth in Section 4, Description/Specifications of Vehicles, of this RFQ. Any deviations to the required minimum specifications shall be clearly stated in the remark’s column of the matrix. Product literature and/or catalog shall be provided as supplement to the specification data of the proposed vehicle model.

6. OTHER SPECIFIC REQUIREMENTS

The Contractor shall comply with any specific vehicles import requirements mandated by the destination country. Further, the Contractor shall provide all the necessary documentation required by the destination country for import of the proposed vehicle model.

7. WARRANTY
Minimum of 3 Years full manufactures warranty. The contractor shall have local representative or dealer in Belize.

The Contractor agrees that the vehicles 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 the vehicles covered by such a warranty, at no additional cost to the Government.

The Contractor shall further provide, at the time of delivery of the vehicles, a list of the manufacturer’s authorized workshop(s) in Belize which is/are capable of providing local maintenance and supplying spare parts for the proposed vehicle models.

8. PREPARATION FOR DELIVERY OF VEHICLES

The vehicles shall be supplied in drive-away condition, to include all fluid levels in normal operating ranges.

9. MARKING AND SUBMISSION OF DOCUMENTS

All vehicle and associated documents shall be labeled and marked for, and the shipping documents, including original bill of lading, the certificate of origin or vehicle title, and a copy of the commercial invoice, shall be submitted to the following address:

- Customs and Shipping Expediter
- US Embassy Belmopan
- 4 Floral Park Road
- Belmopan, Belize
- For the attention of GSO-Customs and Shipping
- E-Mail: AugustineJP@state.gov

9.1 For Imported Vehicles: RESERVED

10. DELIVERY SCHEDULE

The vehicles shall be delivered to the U.S. Embassy Belmopan, no later than August 30, 2022.

11. PLACE OF DELIVERY

The vehicles shall be delivered to:

- U.S. Embassy Belmopan
- #4 Floral Park Road
- Belmopan, Belize

The Contractor shall coordinate delivery of the vehicles with the following office:

- U.S. Embassy Belmopan
12. CUSTOMS CLEARANCE AND TAX EXEMPTIONS

The U.S. Government will assist the Contractor in obtaining customs clearance and tax exemption documentation, from the Government of Belize, in accordance with Section 9, Marking and Submission of Documents, of this order.

13. INSPECTION AND ACCEPTANCE OF VEHICLES

The inspection and acceptance of the vehicles shall be performed by the U.S. Government upon arrival at the U.S. Embassy in Belmopan. The payment to the Contractor shall be made following satisfactory inspection and acceptance of the vehicles, and upon presentation of the certificates of origin or vehicle titles to the American Embassy in Belmopan.

14. SUBMISSION OF INVOICES

The scanned invoice along with a copy of the applicable bill of lading, shall be submitted to the following email for payment:

Designated Billing Office (DBO) Email: Belmopaninvoices@state.gov

15. PERIOD FOR ACCEPTANCE OF OFFERS

The offeror agrees to hold the prices in its offer firm for thirty (30) calendar days from the date specified for receipt of offers.

16. ACQUISITION METHOD

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

17. PLACE OF PERFORMANCE

The Contractor’s place of performance for this contract is:

_____________________________________________________

_____________________________________________________

(to be inserted by the offeror)

18. EVALUATION FACTORS

Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price. The Government will determine quoter acceptability will be determined by assessing the quoter's compliance with the terms of the RFQ.
The Government will determine quoter responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- adequate financial resources or the ability to obtain them;
- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- The he quoter must be able to demonstrate that it has the necessary resources to provide on-time delivery at a high level of quality
- The Offeror must have vehicles readily available in country for immediate delivery

19. INSTRUCTIONS TO OFFERORS

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

1. A completed solicitation, in which the SF-1449 cover page and Section 1 has been filled out.

2. List of clients over the past 3 years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Belize, then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client’s contact person. In addition, the client’s contact person may be asked to comment on the offeror’s:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror’s capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror’s work experience. The Government may also use this data to evaluate the credibility of the offeror’s quotation. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.
3 Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

4 The offeror shall address its plan to obtain all licenses and permits required by local law. If offeror already possesses the locally required licenses and permits, a copy shall be provided.
SECTION 2 – FAR CLAUSES

CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS
AWARDED BY OVERSEAS CONTRACTING ACTIVITIES
(Current thru FAC 2022-05, effective 03/2022)

COMMERCIAL ITEMS

52.2522 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.204-7</td>
<td>SYSTEM FOR AWARD MANAGEMENT</td>
<td>OCT 2018</td>
</tr>
<tr>
<td>52.204-9</td>
<td>PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL</td>
<td>JAN 2011</td>
</tr>
<tr>
<td>52.204-13</td>
<td>SYSTEM FOR AWARD MANAGEMENT MAINTENANCE</td>
<td>OCT 2018</td>
</tr>
<tr>
<td>52.204-16</td>
<td>COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING</td>
<td>AUG 2020</td>
</tr>
<tr>
<td>52.204-18</td>
<td>COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE</td>
<td>AUG 2020</td>
</tr>
<tr>
<td>52.212-4</td>
<td>CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS</td>
<td>NOV 2021</td>
</tr>
<tr>
<td>52.223-17</td>
<td>AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS</td>
<td>AUG 2018</td>
</tr>
<tr>
<td>52.225-19</td>
<td>CONTRACTOR PERSONNEL IN A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES</td>
<td>MAY 2020</td>
</tr>
<tr>
<td>52.227-19</td>
<td>COMMERCIAL COMPUTER SOFTWARE LICENSE</td>
<td>DEC 2007</td>
</tr>
<tr>
<td>52.228-3</td>
<td>WORKERS’ COMPENSATION INSURANCE</td>
<td>JUL 2014</td>
</tr>
<tr>
<td>52.228-4</td>
<td>WORKERS’ COMPENSATION AND WAR-HAZARD INSURANCE</td>
<td>APR 1984</td>
</tr>
<tr>
<td>52.244-6</td>
<td>SUBCONTRACTS FOR COMMERCIAL ITEMS</td>
<td>JAN 2022</td>
</tr>
<tr>
<td>52.246-26</td>
<td>REPORTING NONCONFORMING ITEMS</td>
<td>NOV 2021</td>
</tr>
</tbody>
</table>

The following clauses are provided in full text:
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 that provides 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 that provides 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 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 not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:
(i) For covered equipment —
   (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
   (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
   (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
(ii) For covered services—
   (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
   (B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:
   (i) For covered equipment —
      (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
      (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
      (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.
   (ii) For covered services—
      (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
      (B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-25 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 telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

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

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

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

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

(d) Reporting requirement.
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.

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

(1) 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.

(2) 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)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c) Representations. (1) The Offeror represents that it [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(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 any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

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.
Definitions. As used in this provision—

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

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

Foreclosed or indentured child labor means all work or service—

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

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

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

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

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

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

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 89, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

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

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

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

Reasonable inquiry has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended. "Sensitive technology"—

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

Service-disabled veteran-owned small business concern —

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

Small business concern —

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.
(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
   (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
   (ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

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

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

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

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

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

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

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
(2) Whose management and daily business operations are controlled by one or more women.
(b) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through http://www.sam.gov. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ___________. [Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

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

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

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

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

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

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

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it □ is, □ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

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

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

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

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

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

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.
(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a
women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this
provision.] The offeror represents that it □ is a women-owned business concern.

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

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

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

(ii) It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and
the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business
concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of
the HUBZone small business concerns participating in the HUBZone joint venture: __________.] Each HUBZone
small business concern participating in the HUBZone joint venture shall submit a separate signed copy of
the HUBZone representation.

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies
to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to
any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress,
an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with
the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a
lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with
its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants.
The offeror need not report regularly employed officers or employees of the offeror to whom payments
of reasonable compensation were made.

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

(1)

(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic
end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United
States that do not qualify as domestic end products.

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are
defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:
The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.  

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

The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.  

The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "domestic end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."  

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

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

<table>
<thead>
<tr>
<th>Line Item No.</th>
<th>Country of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

List as necessary  

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.  

Other Foreign End Products:  

<table>
<thead>
<tr>
<th>Line Item No.</th>
<th>Country of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.  

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

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

<table>
<thead>
<tr>
<th>Line Item No.</th>
<th>Country of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[List as necessary]

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

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

<table>
<thead>
<tr>
<th>Line Item No.</th>
<th>Country of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[List as necessary]

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

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

<table>
<thead>
<tr>
<th>Line Item No.</th>
<th>Country of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

Other End Products:

<table>
<thead>
<tr>
<th>Line Item No.</th>
<th>Country of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[List as necessary]

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

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

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

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

(4) □ Have, □ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

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

<table>
<thead>
<tr>
<th>Line Item No.</th>
<th>Country of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

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

(ii) Examples.

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

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

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

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

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1508(b).]

(1) Listed end products.

<table>
<thead>
<tr>
<th>Listed End Product</th>
<th>Listed Countries of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

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

(2) □ Outside the United States.

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

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1).

The offeror □ does □ does not certify that—

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

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

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

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

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

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

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

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

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

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

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

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

(2) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(3) Taxpayer Identification Number (TIN).

TIN: _____________________________.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;
Partnership;
Corporate entity (not tax-exempt);
Corporate entity (tax-exempt);
Government entity (Federal, State, or local);
Foreign government;
International organization per 26 CFR1.6049-4;
Other ________________________________.

(5) Common parent .
Offeror is not owned or controlled by a common parent ;
Name and TIN of common parent :
Name ________________________________.
TIN ________________________________.

(m) Restricted business operations in Sudan. By submission of its offer , the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

(2) Representation. The Offeror represents that--
(i) It □ is, □ is not an inverted domestic corporation ; and
(ii) It □ is, □ is not a subsidiary of an inverted domestic corporation .

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer , the offeror -
(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
(ii) Certifies that the offeror , or any person owned or controlled by the offeror , does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
(iii) Certifies that the offeror , and any person owned or controlled by the offeror , does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates , the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-
(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

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

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

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information :
Immediate owner CAGE code: ________________________________.
Immediate owner legal name: ________________________________.
(Do not use a "doing business as" name)

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

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information :
Highest-level owner CAGE code: ________________________________.
Highest-level owner legal name: ________________________________.
(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.
(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

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

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

(2) The Offeror represents that—

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

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

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

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

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

Predecessor CAGE code: (or mark "Unknown").  
Predecessor legal name: _____.  
(Do not use a "doing business as" name).

(Reserved).

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

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

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

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

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

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

(u) (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigatory or law enforcement representative of a Federal department or agency authorized to receive such information.
(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

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

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

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

(2) The Offeror represents that—

   (i) It does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

   (ii) After conducting a reasonable inquiry for purposes of this representation, that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 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:


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


(ii) **52.222-54**, Employment Eligibility Verification (Nov 2021). (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.)

(iii) **52.222-9**, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(iii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(iv) **52.222-9**, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) of 52.222-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)


(vi) **52.223-12**, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

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


(ix) **52.223-16**, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

(x) **52.223-18**, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

(xi) **52.223-19**, Foams (Jun 2016) (E.O. 13693).

(xii) **52.223-21**, Aerosols (Jun 2016) (E.O. 13693).


(i) **52.224-3**, Privacy Training (Jan 2017) of 52.224-3.


(iii) **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).
(62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
      (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:

(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).

(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).

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


(x) **52.222-37**, Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212].

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


(xiii) 52.222-50, Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78 and E.O 13627].

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

(xiv) **52.222-51**, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment -Requirements (May2014) ([41 U.S.C. chapter 67].

(xv) **52.222-53**, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67].

(xvi) **52.222-54**, Employment Eligibility Verification (Nov 2021) (E.O. 12989).


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

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


(xxii) **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)

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

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>652.225-71</td>
<td>SECTION 8(a) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (if order exceeds simplified acquisition threshold)</td>
</tr>
<tr>
<td>652.229-70</td>
<td>EXCISE TAX EXEPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES. (for supplies to be delivered to an overseas post)</td>
</tr>
<tr>
<td>652.229-71</td>
<td>PERSONAL PROPERTY DISPOSITION A POSTS ABROAD</td>
</tr>
</tbody>
</table>

AUG 1999

AUG 1999

AUG 1999
The following clause is provided in full text, and is applicable for orders for services that will require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems:

652.204-70  DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD POLICY AND PROCEDURES (FEB 2015)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Policy and Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert the substance of this clause in all subcontracts when the subcontractor’s employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Policy and Procedures may be accessed at: http://www.state.gov/m/ds/rls/rpt/c21664.htm.

(End of clause)