

Solar Photovoltaic preventive maintenance



*Embassy of the United States of America
Nouakchott, Mauritania*

DATE: 06/25/2021

Dear Prospective Offerors
SOLICITATION NUMBER: 19MR6021Q0005

American Embassy, Nouakchott, has a requirement for a contractor to provide quotations for the Solar Maintenance Services at American Embassy, as specified in the attached statement. You are invited to submit quotes.

The request for quotations (RFQ) consists of the following sections:

Standard Form SF 18
Statement of Work (Solar Maintenance Services at American Embassy)
Clauses

The Embassy will award a purchase order for the work being assigned to contractor on a fixed price basis.

You are encouraged to make your quote competitive. The RFQ does not commit American Embassy Nouakchott to make any award. The Embassy may cancel this RFQ or any part of it.

Please read the RFQ carefully, and if you are interested, submit your quotation. Return the completed SF-18 to the address shown in Block 5a of the SF-18 by July 16, 2021 at 05:00pm.

Oral quotes will not be accepted.

Sincerely,

Ana Garrett
Contracting Officer

A handwritten signature in black ink is written over a circular official seal. The seal features the United States eagle and the text "EMBASSY OF THE UNITED STATES OF AMERICA" and "NOUAKCHOTT".

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**STATEMENT OF WORK FOR
PREVENTIVE MAINTANENCE SERVICE CONTRACT**

Solar Photovoltaic Preventive Maintenance

American Embassy at NOUAKCHOTT

06/23/2021

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SECTION 1 - THE SCHEDULE

RFQ NUMBER PRICES, BLOCK 23

I. PERFORMANCE WORK STATEMENT

- A. The purpose of this firm fixed price contract is for the preventive maintenance services of solar photovoltaic system at the NEC in accordance with the statement of work.
- B. The contract will be for a one-year period from the date of the contract award, with four option years.

QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

Performance Objective	Scope of Work	Performance Threshold
<u>Services.</u> Performs all preventive maintenance services of the of solar photovoltaic system set as stated in the scope of work.	Refer to the Statement of work	All required services are performed and no more than one (1) customer complaint is received per month.

MINIMUM AND MAXIMUM AMOUNTS

During this contract period, the Government shall place orders totaling a minimum of one service. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed 20 orders. This reflects the contract maximum for this period of performance.”

II. PRICING

Advance payments are not authorized under this contract. Instead, the Embassy shall issue Task Orders for the execution of works. Payment shall be made 30 days after the Contracting Officer Representative (COR) has confirmed that services were rendered in a satisfactory manner.

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III. VALUE ADDED TAX

Value Added Tax (VAT) is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices. Local law dictates the portion of the contract price that is subject to VAT. It is reflected for each performance period.

- (i) **Base Year.** The Contractor shall provide the services shown below for the base period of the contract and continuing for a period of 12 months.

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price/ service (\$)	Total per year (\$)
001	Maintenance and Service Works Solar Inverters	1	As detailed in the SOW See Exhibit A	As detailed in the SOW See Exhibit A		
002	Maintenance and Service Works Solar Inverters	8	As detailed in the SOW See Exhibit A	As detailed in the SOW See Exhibit A		
003	Maintenance and Service Works on Solar Panels	681	As detailed in the SOW See Exhibit A	As detailed in the SOW See Exhibit A		
004	Maintenance and Service Works on the smart meter, sensors, and the data manager	5	As detailed in the SOW See Exhibit A	As detailed in the SOW See Exhibit A		
005	Maintenance and Service Works on Disconnect combiner boxes	9	As detailed in the SOW See Exhibit A			
006	Maintenance and Service Works on DC fused disconnect 3P-60A	18	As detailed in the SOW See Exhibit A			
007	Tech. check reports & Permits	All	One report per visit	One report per visit		
008						
	Total base year					

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(ii) **First Option Year.** The Contractor shall provide the services shown below for the base period of the contract and continuing for a period of 12 months.

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price/ service (\$)	Total per year (\$)
001	Maintenance and Service Works Solar Inverters	1	As detailed in the SOW See Exhibit A	As detailed in the SOW See Exhibit A		
002	Maintenance and Service Works Solar Inverters	8	As detailed in the SOW See Exhibit A	As detailed in the SOW See Exhibit A		
003	Maintenance and Service Works on Solar Panels	681	As detailed in the SOW See Exhibit A	As detailed in the SOW See Exhibit A		
004	Maintenance and Service Works on the smart meter, sensors, and the data manager	5	As detailed in the SOW See Exhibit A	As detailed in the SOW See Exhibit A		
005	Maintenance and Service Works on Disconnect combiner boxes	9	As detailed in the SOW See Exhibit A			
006	Maintenance and Service Works on DC fused disconnect 3P-60A	18	As detailed in the SOW See Exhibit A			
007	Tech. check reports & Permits	All	One report per visit	One report per visit		
008						
	Total base year					

(iii) **Second Option Year.** The Contractor shall provide the services shown below for the base period of the contract and continuing for a period of 12 months.

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price/ service (\$)	Total per year (\$)
001	Maintenance and Service Works Solar Inverters	1	As detailed in the SOW See Exhibit A	As detailed in the SOW See Exhibit A		
002	Maintenance and Service Works Solar Inverters	8	As detailed in the SOW See Exhibit A	As detailed in the SOW See Exhibit A		
003	Maintenance and Service Works on Solar Panels	681	As detailed in the SOW See Exhibit A	As detailed in the SOW See Exhibit A		
004	Maintenance and Service Works on the smart meter, sensors, and the data manager	5	As detailed in the SOW See Exhibit A	As detailed in the SOW See Exhibit A		

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005	Maintenance and Service Works on Disconnect combiner boxes	9	As detailed in the SOW See Exhibit A			
006	Maintenance and Service Works on DC fused disconnect 3P-60A	18	As detailed in the SOW See Exhibit A			
007	Tech. check reports & Permits	All	One report per visit	One report per visit		
008						
	Total base year					

(iv) **Third Option Year.** The Contractor shall provide the services shown below for the base period of the contract and continuing for a period of 12 months.

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price/ service (\$)	Total per year (\$)
001	Maintenance and Service Works Solar Inverters	1	As detailed in the SOW See Exhibit A	As detailed in the SOW See Exhibit A		
002	Maintenance and Service Works Solar Inverters	8	As detailed in the SOW See Exhibit A	As detailed in the SOW See Exhibit A		
003	Maintenance and Service Works on Solar Panels	681	As detailed in the SOW See Exhibit A	As detailed in the SOW See Exhibit A		
004	Maintenance and Service Works on the smart meter, sensors, and the data manager	5	As detailed in the SOW See Exhibit A	As detailed in the SOW See Exhibit A		
005	Maintenance and Service Works on Disconnect combiner boxes	9	As detailed in the SOW See Exhibit A			
006	Maintenance and Service Works on DC fused disconnect 3P-60A	18	As detailed in the SOW See Exhibit A			
007	Tech. check reports & Permits	All	One report per visit	One report per visit		
008						
	Total base year					

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(v) **Fourth Option Year.** The Contractor shall provide the services shown below for the base period of the contract and continuing for a period of 12 months.

CLIN	Description	Quantity of Equipment	Type of services	No. of service	Unit price/ service (\$)	Total per year (\$)
001	Maintenance and Service Works Solar Inverters	1	As detailed in the SOW See Exhibit A	As detailed in the SOW See Exhibit A		
002	Maintenance and Service Works Solar Inverters	8	As detailed in the SOW See Exhibit A	As detailed in the SOW See Exhibit A		
003	Maintenance and Service Works on Solar Panels	681	As detailed in the SOW See Exhibit A	As detailed in the SOW See Exhibit A		
004	Maintenance and Service Works on the smart meter, sensors, and the data manager	5	As detailed in the SOW See Exhibit A	As detailed in the SOW See Exhibit A		
005	Maintenance and Service Works on Disconnect combiner boxes	9	As detailed in the SOW See Exhibit A			
006	Maintenance and Service Works on DC fused disconnect 3P-60A	18	As detailed in the SOW See Exhibit A			
007	Tech. check reports & Permits	All	One report per visit	One report per visit		
008						
	Total base year					

TOTALS

Total for Base Year	
Total for Option Year 1	
Total for Option Year 2	
Total for Option Year 3	
Total for Option Year 4	
GRAND TOTAL	

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EXHIBIT A - STATEMENT OF WORK

SOLAR PHOTOVOLTAIC (PV) SYSTEM

I. GENERAL INFORMATION:

The United States Embassy in Harare requires professional services and contractor cost proposals to perform preventive maintenance services of the facilities solar photovoltaic system.

II. PROJECT REQUIREMENTS:

The Contractor shall perform preventive maintenance as described in this STATEMENT OF WORK. The objective of scheduled preventive maintenance is to eliminate system malfunction, breakdown, and deterioration when units are activated/running.

DESCRIPTION OF EQUIPMENT *:

**Please see the attachment at the end of this sheet for more details.*

III. GENERAL REQUIREMENTS:

The Contractor shall provide the labor, tools, and materials required to perform all preventive maintenance as outlined in this SOW. Embassy staff have service manuals for the Solar Photovoltaic system on-site. The contractor shall confirm government provided manuals are complete and current and provide the Contracting Officer's Representative (COR) a listing of any missing or out of date manuals.

IV. SCOPE OF WORK - - SOLAR PHOTOVOLTAIC SYSTEM PREVENTIVE MAINTENANCE

Contractor shall provide all materials, supervision, labor, tools, and equipment to perform preventive maintenance. All personnel working in the vicinity shall wear and /or use appropriate safety protection while all work is performed, Solar PV and inverter manufacturer preventive maintenance procedures. Any questions or injuries shall be brought to the attention of the Post COR and Occupation Safety and Health Officer (OSHO) **immediately**. Material Safety Data Sheets (MSDS) for all HAZMAT shall be submitted by the Contractor for all HAZMAT materials. Copies shall be provided to the COR for approval.

The systems and components to be maintained include PV inverters, solar PV panels, sensor box, data manager, as well as the smart meter. The attached equipment list provides details.

1. The contractor shall provide the COR with a list of necessary parts and materials.
2. The Government **will not** provide equipment for testing.
- 3.

If any discrepancies are found with the Solar PV system that are not covered under this scope of work, then the contractor shall provide the following:

1. Detailed report noting the discrepancy found.
2. Bill of Materials (BOM) to include component name, quantity, part #, and price for any repair material required and material lead time.
3. The contractor shall provide emergency assistance for Solar PV system support within **agreed time** of being contacted by the COR.
4. Price quote for repair labor.

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V. SAFETY & SPECIAL INSTRUCTIONS:

1. Maintenance on PV system to be carried out by an approved technician only.
2. Maintenance to be carried out by trained professional only.
3. Relevant PPE for 1000V DC and 600V AC to be worn.
4. 1000V DC (open circuit) is live as long as light incident on PV module surface (moonlight included).
5. Module cleaning during cool hours of day (late afternoon or early morning).
6. PPE to be worn for working at heights.
7. Do not make modifications to the PV components (diode, junction box, plug connectors).
8. Ensure that the circuit is disconnected before starting the cleaning procedure as contact with leakage of electrically active parts can result in injury or death.
9. Cleaning activities create risk of damaging the modules and array components, as well as increasing the potential electric shock hazard.
10. Cracked or broken modules represent an electric shock hazard due to leakage currents, and the risk of shock is increased when modules are wet. Before cleaning, thoroughly inspect modules for cracks, damage, and loose connections.
11. Ensure load side of AC cable is isolated AND DC (PV) is isolated before carrying out any work.

At a minimum, the contractor shall comply with the following:

Notes:

- Contractor shall submit to the COR for review, work sheet/checklist that will be used for performing maintenance service.
- A discrepancy report shall be submitted to the COR immediately upon discovery of any condition that could result in equipment failure.
- Test and inspection report shall be submitted to the COR within three days of completing work.
- Laboratory report for all chemicals (oil, coolant, or fuel analysis) shall be submitted to the COR within 30 days from date of service.

VI. MAINTENANCE INTERVAL SCHEDULE

The purpose of this Statement of Work is to ensure the solar photovoltaic system for this facility are maintained according to manufacturer's recommendations to ensure the readiness and proper operation of the system.

Photo Voltaic Array Annual Schedule:

1. Keep PV modules clear of any dirt. (bird droppings, dust, leaves etc.)
2. Do not use abrasive cleaners.
3. Do not scrape dirt away (abrasion will cause micro scratches).
4. Do not immerse the module, partially or totally, in water or any other cleaning solution.
5. Use near neutral PH water.
6. Recommended maximum water pressure is 3 bars (at this pressure use extra caution on aluminum seal between panels).
7. Take care during cleaning to not damage PV gap seal (aluminum tape).
8. Check PV yield against expected and historical yield.
9. Check PV open circuit voltages for each string (every 5 years).
10. Check torque on DC terminals (PPE Attention 1000Vdc).
11. Inspect wire ways and wires for damage or weathering or burn marks.

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12. Inspect mounting hardware for signs of corrosion. Remove corrosion and recoat.
13. Check continuity of grounding connections.
14. Review operational logs and evaluate the PV system for re-commissioning.

Photo Voltaic Array Semi-Annual Schedule:

1. Keep PV modules clear of any dirt. (bird droppings, dust, leaves etc.).
2. Do not use abrasive cleaners.
3. Do not scrape dirt away (abrasion will cause micro scratches).
4. Do not immerse the module, partially or totally, in water or any other cleaning solution.
5. Use near neutral PH water.
6. Recommended maximum water pressure is 3 bar (at this pressure use extra caution on aluminum seal between panels).
7. Take care during cleaning to not damage PV gap seal (aluminum tape).
8. If the module has become soiled, it shall be washed with water and a non-abrasive cleaning implement (sponge) during the cool part of the day.
9. Disconnect PV inverter from PV strings (shut down all PV inverters).
10. Wash PV modules with water and gentle sponge.
11. Dry excess water from each module using a rubber wiper.
12. Verify the integrity of all wiring and supports.

Photovoltaic Inverter Frequency – Annual Schedule

1. Use Fronius Solar Service on a live system for inverter and electrical maintenance checks.
2. Follow corrective procedures in the Solar Service software.
3. Check cabling on a live system using thermal imaging camera for irregular cable and inverter heating.
4. Check torque on AC terminals.
5. Inspect wire ways and wires for damage or weathering.
6. Visually inspect SPDs.
7. Check all screw joints of inverters are tight.
8. Check grounding.

Photovoltaic Inverter Frequency Semi Annual Schedule

1. Use Fronius Solar Service on a live system for inverter and electrical maintenance checks.
2. Follow corrective procedures in the Solar Service software.
3. Check cabling on a live system using thermal imaging camera for irregular cable and inverter heating.
4. Inspect wire ways and wires for damage or weathering
5. Visually inspect SPDs
6. Check grounding

Provide the following deliverables as listed below:

- a. Discrepancy reports and costs as described in paragraph IV
- b. Completed maintenance checklist for the PV system
- c. Applicable test and calibration reports, if any.
- d. Narrative summary of all check's findings, and conditions. Include all input and output voltage, amperage, and frequency readings.

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Tools, Material and Equipment

1. Voltage tester
2. Electrician toolset
3. Cleaning materials
4. Lift mechanism to access panels
5. Soft brush

Equipment List:

- _ (681) 270Watt Optima SUNIVA Photovoltaic Solar Panels (Peak voltage 31.2V & Peak amps 8.68Amp)
- _ (1) 15.3KW DC INVERTER SMA INVERTER SUNNY TRIPOWER 15000TL-US (min/max input 150V/600V w/freq. 50 to 60Hz)
- _ (8) 20.4KW DC INVERTER SMA INVERTER SUNNY TRIPOWER 20000TL-US (min/max input 150V/600V w/freq. 50 to 50Hz)
- _ (9) DISCONNECT COMBINER BOXES (SMA CONNETION UNIT 1000-US)
- _ (18) DC FUSED DISCONNECTS 3P-60A (45AF)
- _ 3 STRING ARRAY FEED (6#10 USE-2, #8G BARE CU WIRE)
- _ 2 STRING ARRAY FEED (4#10 USE-2, #8G BARE CU WIRE)
- _ DC FEED FOR UTL COMBINERS 2" C-2#1/2 RHW-2 + #6G/#8G WIRE
- _ DC FEED FOR WHE COMBINER 6A 2 1/2" C – 2#1/0 RHW-2 #6G WIRE
- _ THREE PHASE AC FEED 1" EMT – 4#10 THWN-2 + #10G WIRE
- _ DATA/DAS 3/4" C – SHIELDED 4 CONDUCTOR RS-485 WIRE
- _ NETWORK CABLE 3/4" C – (1) CAT 6E WIRE

HOURS OF PERFORMANCE

The Contractor shall maintain work schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. The Contractor shall deliver standard services between the hours of 8:00 AM and 17:30 PM Monday through Friday. No work shall be performed on US Government and local holidays. Below is a list of the holidays.

Jan 01 +	New Year's Day	
	Id El-Mawlud	
Jan 16	Birthday of Martin Luther King, Jr.	
Feb 20	President's Day	
	Fete du Travail	
	Journee de l'Afrique	
May 28	Memorial Day	
Jul 04	Independence Day	
	Id El-Fitr	
Sep 03	Labor Day	
	Id El-Adha or Tabaski	
Oct 08	Columbus Day	
	1er Muharram	
Nov 11 ++	Veterans Day	
Nov 22	Thanksgiving Day	
	Fete Nationale Mauritanienne	
Dec 25	Christmas	

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

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

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

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

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

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

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

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

(End of clause)

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SECTION 4 - EVALUATION FACTORS

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

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

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

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

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SECTION 2 - CONTRACT CLAUSES

xFAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018) and (deviation 2017-02) (June 2017), is incorporated by reference (see SF-1449, Block 27A)

x52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items (OCT 2018) and (Deviation 2017-02) (June 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

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

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

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

[Contracting Officer check as appropriate.]

(1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

(2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#))).

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

(4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

(5) [Reserved].

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

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

(8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) ([31 U.S.C. 6101 note](#)).

(9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) ([41 U.S.C. 2313](#)).

(10) [Reserved].

(11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

(ii) Alternate I (Nov 2011) of [52.219-3](#).

(12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

(ii) Alternate I (Jan 2011) of [52.219-4](#).

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- __ (13) [Reserved]
- __ (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- __ (ii) Alternate I (Nov 2011).
- __ (iii) Alternate II (Nov 2011).
- __ (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- __ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- __ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- __ (16) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#)) and (3)).
- __ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2017) ([15 U.S.C. 637\(d\)\(4\)](#)).
- __ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- __ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- __ (iv) Alternate III (Nov 2016) of [52.219-9](#).
- __ (v) Alternate IV (Nov 2016) of [52.219-9](#).
- __ (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).
- __ (19) [52.219-14](#), Limitations on Subcontracting (Jan 2017) ([15 U.S.C. 637\(a\)\(14\)](#)).
- __ (20) [52.219-16](#), Liquidated Damages.Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- __ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- __ (22) [52.219-28](#), Post Award Small Business Program Representation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- __ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- __ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- __ (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- _x_ (26) [52.222-19](#), Child Labor. Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- x__ (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- __ (28) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
- __ (29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).
- __ (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- __ (31) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#)).
- __ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- _X_ (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- __ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- __ (34) [52.222-54](#), Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- __ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA– Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to

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the acquisition of commercially available off-the-shelf items.)

__ (36) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

__ (37) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

__ (38)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Oct 2015) of [52.223-13](#).

__ (39)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of [52.223-14](#).

__ (40) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (Dec 2007) ([42 U.S.C. 8259b](#)).

__ (41)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of [52.223-16](#).

x (42) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

__ (43) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).

__ (44) [52.223-21](#), Foams (Jun 2016) (E.O. 13693).

__ (45)(i) [52.224-3](#), Privacy Training (JAN 2017) (5 U.S.C. 552a).

__ (ii) Alternate I (JAN 2017) of [52.224-3](#).

__ (46) [52.225-1](#), Buy American.Supplies (May 2014) ([41 U.S.C. chapter 83](#)).

__ (47)(i) [52.225-3](#), Buy American.Free Trade Agreements.Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

__ (ii) Alternate I (May 2014) of [52.225-3](#).

__ (iii) Alternate II (May 2014) of [52.225-3](#).

__ (iv) Alternate III (May 2014) of [52.225-3](#).

x (48) [52.225-5](#), Trade Agreements (Oct 2016) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).

x (49) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (50) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

x (51) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

__ (52) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

x (53) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

__ (54) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

x (55) [52.232-33](#), Payment by Electronic Funds Transfer.System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

x__ (56) [52.232-34](#), Payment by Electronic Funds Transfer.Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

__ (57) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

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- ___ (58) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- ___ (59) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(12)).
- ___ (60)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- ___ (ii) Alternate I (Apr 2003) of [52.247-64](#).
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- [Contracting Officer check as appropriate.]
- ___ (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- ___ (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
- ___ (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ___ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ___x___ (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards.Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- X___ (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment.Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- ___ (7) [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](#)).
- ___ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
- ___ (9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- ___ (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).
- ___ (11) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).
- (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, 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.

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(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause.

x(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).

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

(iii) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iv) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

x(v) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)

x(vi) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).

(viii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

(ix) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#))

(x) [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](#).

(xi) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

(xii)

__x__(A) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([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).

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

(xiv) [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](#)).

(xv) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvi) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xviii)(A) [52.224-3](#), Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of [52.224-3](#).

(xix) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xx) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxi) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

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(End of clause)

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/>, to access the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-9 PERSONNEL (JAN 2011)	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR
52.204-12 MAINTENANCE (DEC 2012)	DATA UNIVERSAL NUMBERING SYSTEM NUMBER
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18 (OCT 2018)	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-3	Workers' Compensation Insurance (Defense Base Act). (JUL 2014)
52.228-5 1997)	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE

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2013)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)

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

52.216-18 ORDERING (OCT 1995)*

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

*Applies to temporary additional services.

(d) [52.236-13 Accident Prevention.](#)

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)*

This clause is not applicable. No minimum and maximum

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995)*

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within

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that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

*Applies to temporary additional services.

(End of clause)

x52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

(End of clause)

x52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(a) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

x52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

The following DOSAR clause(s) is/are provided in full text:

x652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE (MAY 2011)

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

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frequent and continuing access to DOS facilities, or information systems.

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

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. “John Smith, Office of Human Resources, ACME Corporation Support Contractor”);
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

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

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

(b) Invoice Submission. The Contractor shall submit invoices in an original to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e)

Invoices should be e-mailed to Nouakchottinvoices@state.gov

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

652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) *High Risk Activities*. If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

(1) Scaffolding;

(2) Work at heights above 1.8 meters;

(3) Trenching or other excavation greater than one (1) meter in depth;

(4) Earth-moving equipment and other large vehicles;

(5) Cranes and rigging;

(6) Welding or cutting and other hot work;

(7) Partial or total demolition of a structure;

(8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

(9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or

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combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) *Safety and Health Requirements.* The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.

(c) *Mishap Reporting.* The contractor is required to report **immediately** all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) *Records.* The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(e) *Subcontracts.* The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) *Written program.* The plan required by paragraph (f)(1) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

- (1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.
- (2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance

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prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

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

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

New Year's Day

- Id el-Mawlud
- Martin Luther King's Birthday
- President's Day
- Fete du Travail
- Journee de L'Afrique
- Memorial Day
- Independence Day
- Id el-Fitr
- Labor Day
- Id el-Adha or Tabaski
- Columbus Day
- 1er Muharram
- Veterans Day
- Thanksgiving Day
- Fete Nationale Mauritanienne
- Christmas Day

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

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

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

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

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

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

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

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

(End of clause)

x652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

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

(b) The COR for this contract is Compound Maintenance Supervisor

(End of clause)

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, as amended (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State

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of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden “compliance with the boycott,” and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her

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activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

(End of clause)

652.236-70 Additional Safety Measures

ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) High Risk Activities. If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

(1) Scaffolding;

(2) Work at heights above 1.8 meters;

(3) Trenching or other excavation greater than one (1) meter in depth;

(4) Earth-moving equipment and other large vehicles;

(5) Cranes and rigging;

(6) Welding or cutting and other hot work;

(7) Partial or total demolition of a structure;

(8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

(9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as

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dust from demolition activities, paints, solvents, etc.; or

(11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) Safety and Health Requirements. The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.

(c) Mishap Reporting. The contractor is required to report immediately all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) Records. The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(e) Subcontracts. The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) Written program. The plan required by paragraph (f)(1) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

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652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The Contractor warrants the following:
- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
 - (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
 - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.
- (End of clause)

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

(End of clause)

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SECTION 3 – SOLICITATION PROVISIONS

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (AUG 2018)
is incorporated by reference (see SF-1449, Block 27A)

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering their employees working on the contract to include American citizens, Individuals hired in the United States or its possessions, regardless of citizenship, Host Country Nationals (HCNs) and Third Country Nationals (TCNs) working overseas. The offeror shall obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>

ADDENDUM TO 52.212-1

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

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

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

(1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;

(2) Evidence that the offeror/quoter operates an established business with a permanent address, telephone listing and necessary licenses and permits for operating in Mauritania;

(3) List of clients over the past 2 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 Mauritania 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 proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

(4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and

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financial resources needed to perform the work;

(5) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.

(6) The offeror's strategic plan for Janitorial services to include but not limited to:

(a) A work plan taking into account all work elements in Section 1, Performance Work Statement.

(b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;

(c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and

(d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

(7) Provide a written quality assurance plan describing steps the company will take to ensure the quality of service required by the contract is provided.

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

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>.

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet "search engine" (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

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

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JULY 2016)
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS (MAR 2015)

52.237-1 SITE VISIT (APR 1984)

This clause did not apply.

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

652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

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

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

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(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Larry Dagenais, Management Officer, at +222 4525 2660 x20217. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

SECTION 4 – EVALUATION FACTORS

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor. The evaluation process shall include the following:

- a) Compliance Review. The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations which do not conform to the solicitation.
- b) Technical Acceptability. Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation.
- c) Price Evaluation. The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices – Continuation of SF-1449, Block 23", and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.
- d) Responsibility Determination. The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR Subpart 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,

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including proof licenses and permits necessary for performing the scope of work under this contract for U.S. Embassy Nouakchott.

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

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

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of clause)

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures—

(1) On the date specified for receipt of offers, if award is based on initial offers;
otherwise

(2) On the date specified for receipt of proposal revisions.

(End of clause)

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SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 Offeror Representations and Certifications—Commercial Items (Oct 2018)

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

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

“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.

“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 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets

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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”—

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

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

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

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

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“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

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more veterans.

“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.

“Women-owned business concern” means a concern which 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“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.

“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.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code 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 (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

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

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

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

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

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

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

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

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(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

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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 \$250,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

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

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

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“domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

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

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

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

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Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the

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submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product

Listed Countries of Origin

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

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

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision

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

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

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

(2) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

(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

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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 SAM to be eligible for award.)

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

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

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

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—

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(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 \$3,500 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 (50 U.S.C. 1701 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

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action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name: _____

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

(s) [Reserved].

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

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

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

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

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

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

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

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

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

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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).

(End of provision)

ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following DOSAR provision is provided in full text:

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

(a) Definitions. As used in this provision:

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

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

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

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

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.

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

REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that

it does not provide covered telecommunications equipment or services as a part of its offered products or services to the

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Government in the performance of any contract, subcontract, or other contractual instrument in the provision at 52.204-26,

Covered Telecommunications Equipment or Services Representation, or in paragraph (v) of the provision at 52.212-3,

Offeror Representations and Certifications-Commercial Items.

(a) Definitions. As used in this provision

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements,

reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25,

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

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal

Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or

obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered

telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as

part of any system. Nothing in the prohibition shall be construed to

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the

facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii)

Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility

into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L.

115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending

or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications

equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in

performance of work under a Federal contract. Nothing in the prohibition shall be construed to

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the

facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility

into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) ([https://](https://www.sam.gov)

www.sam.gov) for entities excluded from receiving federal awards for covered telecommunications equipment or services.

(d) Representation. The Offeror represents that

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(1) It ? will, ? will not provide covered telecommunications equipment or services to the Government in the

performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall

provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds will in

paragraph (d)(1) of this section; and

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

It ? does, ? does not use covered telecommunications equipment or services, or use any equipment, system, or service

that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information

required at paragraph (e)(2) of this section if the Offeror responds does in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded

will in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part

of the offer:

(i) For covered equipment

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity

identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as

OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to

determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services

(A) If the service is related to item maintenance: A description of all covered telecommunications services

offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or

wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and

explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use

would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded does in the

representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity

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- 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.

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

PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) Definitions. As used in this clause

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network).

Backhaul can be wireless (e.g.,

microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

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

Covered telecommunications equipment or services means-

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

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical

infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by

Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company

(or any subsidiary or affiliate of such entities);

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

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(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the

Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of

Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means -

(1) Defense articles or defense services included on the United States Munitions List set forth in the International

Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export

Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological

weapons proliferation, nuclear nonproliferation, or missile technology; or

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

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology

covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

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

export and import of nuclear equipment and material);

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

Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of

2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow

the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone

provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of

the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to

include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable

to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

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

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

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

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

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

or

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

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

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Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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

(i) Within one business day from the date of such identification or notification: the contract number; the order

number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government

Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number,

or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available

information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it

undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that

will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding

paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of provision)

52.204-26 Covered Telecommunications Equipment or Services-Representation.

As prescribed in 4.2105(c), insert the following provision: COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, 'covered telecommunications equipment or services' has the meaning provided

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

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>)

for entities excluded from receiving federal awards for 'covered telecommunications equipment or services'.

(c) Representation. The Offeror represents that it does, does not provide covered telecommunications equipment or

services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)