



CONSULATE GENERAL OF THE  
UNITED STATES OF AMERICA

December 21, 2020

Dear Prospective Offeror/Quoter:

The American Consulate General Hyderabad - India, has a requirement for a contractor to provide **Landscape and Hardscape work at MSGR**. You are invited to submit a quotation. The Request for Quotations (RFQ) consists of the following sections:

1. Standard Form SF-18
2. Basic information, statement of work or specifications and technical qualifications.

**Site address: 8-2-293/82/548/A-3 Road No# 27, Jubilee Hills- Hyderabad- 500 033**

The American Consulate plans to award a purchase order. You are encouraged to make your quotation competitive. You are also cautioned against any collusion with other potential offerors with regard to price quotations to be submitted. The RFQ does not commit the American Consulate to make any award. The Consulate may cancel this RFQ or any part of it.

Please read the RFQ carefully, and if you are interested, submit your quotation along with the completed SF-18 via email only at [hyderabadgsoprocurement@state.gov](mailto:hyderabadgsoprocurement@state.gov) on or before **January 6, 2021 at 1700 hrs.** (India local time).

Offers submitted on any other email or oral quotes shall not be considered for further evaluation. Please review carefully below instructions while submitting the quote.

In case Offeror has any technical query or need more information on the requirement, kindly email at: [hyderabadgsoprocurement@state.gov](mailto:hyderabadgsoprocurement@state.gov) . Please note that your query should be received on or before December 28, 2020. The answer to the queries will be shared with all the prospective bidders. Any query received after given deadline will not be considered

Sincerely,

  
Audrey S. Moyer  
Contracting Officer

Enclosure:

As Stated,

<b>REQUEST FOR QUOTATIONS</b> <i>(THIS IS NOT AN ORDER)</i>	THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS- SMALL PURCHASE SET-ASIDE (52.219-4)	PAGE 1	OF 1	PAGES
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1. REQUEST NO. <b>191N4720Q0001</b>	2. DATE ISSUED <b>12/16/2020</b>	3. REQUISITION/PURCHASE REQUEST NO. <b>PR9610705</b>	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS, REG. 1	RATING:
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5A. ISSUED BY <b>General Services Office, American Consulate General – 1-8-323, Chiran Fort Lane, Begumpet-Hyderabad 500 003 - India.</b>	6. DELIVER BY (Date)
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5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls)		7. DELIVERY
NAME <b>Audrey F.S. Moyer</b>		FOB DESTINATION OTHER (See Schedule) <b>8-2-293/82/548/A-3 Road No# 27, Jubilee Hills- Hyderabad- 500 033</b>
TELEPHONE NUMBER		
AREA CODE <b>040</b>	NUMBER <b>40338300</b>	

8. TO:			9. DESTINATION	
a. NAME	b. COMPANY		a. NAME OF CONSIGNEE <b>American Consulate General Hyderabad.</b>	
c. STREET ADDRESS			b. STREET ADDRESS <b>1-8-323, Chiran Fort Lane,</b>	
d. CITY	e. STATE	f. ZIP CODE	c. CITY <b>Hyderabad</b>	
			d. STATE <b>TS</b>	e. ZIP CODE <b>500 003</b>

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) <b>January 1, 2021</b>	<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.
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11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	<b>The scope of this work is to repair the exiting Lawn area. Contractor shall be providing all the material and labor required for Civil, Electrical, Plumbing, and other associated repair and modification work</b>				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS NUMBER	%
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NOTE: Additional provisions and representations  are  are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER						
b. STREET ADDRESS			16. SIGNER			
c. COUNTY			a. NAME (Type or print)		b. TELEPHONE	
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		AREA CODE	
						NUMBER

Scope of Work for Landscape and Hardscape work at the property known as the MSGR.

The scope of this work is to repair the exiting lawn area. The Contractor shall be providing all the material and labor required for Civil, Electrical, Plumbing and other associated repair and modification work.

1. Land scape and plantation work –

- Remove the existing weeds and gravel to three inches and refill the area with new topsoil and lay new lawn and carpet grass.
- Approximate area – 1500 Sq.ft
- Provide landscape plan for grounds, keeping turf, plants and pots. Supplement existing plants in ground, pots and planters. Provide seasonal ornamentals/flowering plants according to the plan. The areas for monentals will be identified on the landscape.
- Contractor to provide the samples and list of plants the use.
- Cost includes labor and material for both installation and annual grounds keeping, proposed.

2. Paver works –

- Remove the existing walkway paver stones to re-use and re-lay in the proposed design. Eliminate trip hazards and weeds.
- Scope includes removing the existing stones and earth to the required depth.
- Supply and lay for complete area of with CM 1:6 bed up to 50mm on the with compaction with pallet vibrating machine to level the area.
- Use removed stones, supply of compatible new stone (sadarahalli granite) for laying of interlock antiskid pavement (1” Thickness) Match the existing stones for line and required slope to avoid water stagnation on the floor. Seal the edges with for end finishing at same elevation as new turf soil. All the area to be thoroughly cleaned after completion of work.
- Approximate area – 1500 Sq.ft

3. Masonry –

- Construct U shaped cement platform using approved 4” hollow bricks / country made red brick with cement and sand in the ratio of 1:4. Provide 3" thick RCC slab on counter to fix Granite Top. The height of the platform to be constructed to accommodate equipment (ice machine, counter refrigerator etc.).
- Supply and install approved color 25 mm thickness polished granite top to the entire constructed platform with half Bullnose edging and same matching Granite cladding to external counter walls.
- Supply and install Glazed tiling to the internal walls.

- Supply and install under counter granite sink matching the countertop. The top granite to be overlapped at least 1" on all the four sides of the sink along with suitable provision to install sink faucet.

#### 4. Plumbing works –

- Supply and install 25 liters Racold or equivalent, 5-star rating hot water exterior use hot water geyser in the proposed location with hot and cold-water lines using Sudhakar or Prince make CPVC pipes and necessary fitting to the geyser and sink.
- Supply and install 3" PVC Sudhakar or Prince make drain line from the sink area. The drain line to be connected to the nearest common drain line.
- Install single lever hot and cold sink mixture Jaguar or equivalent make.
- Disconnect and relocate the existing water sprinkler into the new laid lawn area.

#### 5. Electrical works –

- Cost includes labor and material.
- Provide dedicated 4 sq.mm circuits Polycab or equivalent for outlets and 2.5 sq.mm for lighting with suitable conduits from the main distribution board to point of use. All branch circuits shall be single conductor with full neutral and separate grounding in conduits.
- Install 220 V /10 mA trip rating GFCI for each circuit.
- Install eight each 16 amps /220 Volts waterproof multi pin outlets with controls at required locations.
- Install suitable LED outdoor lightning with controls at required locations.

#### 6. Gas line with Cylinder cage-

- Provide and install the upgraded version of two each safety gas connections.
- Provide and install regulator, manifold, hoses, Tata C class MS piping or equivalent and high-pressure hose pipes of ISI make for gas fireplace and Barbeque grille as per drawing.
- SHUT OFF VALVE: One will be located at the gas bank and other will be in the kitchen near gas stove.
- Cost include supply and install with fabrication charges the LPG line including leak test. All the required tools are of vendor's scope.
- Provide MS lockable gas cage with MS mesh installed on all sides to accommodate four commercial gas cylinders.

#### 7. Appliances / Equipment –

- Supply and install LPG operated gas fireplace along with fireplace glass rocks. The design makes and other information to be provided by the Contractor.

- Supply and install under counter double door refrigerator. The design makes and other information to be provided by the Contractor.
- Supply and install under counter ice cube maker. The design makes and other information to be provided by the Contractor.

8. Cabinets –

- Supply and install PVC cabinets with all round framework with necessary hardware.

9. Painting –

- Painting to be done at all necessary areas using weatherproof ultimo or equivalent.

Note –

- I. Site visit will be arranged to explain the work and take actual measurements by the contractors if needed.
- II. All the materials used for construction to be approved prior usage.
- III. Billed on actual measurements and work done.

## GENERAL

### A. Site Preparation

Before work is initiated, the crew shall identify the limits of work, establish work zones, and install appropriate safety fencing, temporary chain link fencing, barricades, and signage, if needed. Work zones shall be clearly demarcated and areas for staging and stockpiling contaminated and non-contaminated soil shall be identified.

This being a green field project, there is no space for storage of any material or otherwise. Contractor has to make his own arrangements for storage of the material on site or for its security. USG, under no circumstances will be responsible for any misplacement or steeling of the material / tools from the site.

### B. Working Hours

Normal working hours at the site are 8 hours per day and or 48 hours a week between the hours of 08:30 – 17:30 hrs. Monday through Saturday. Actual construction work hours shall be coordinated with the COR. The COR may, upon request and if circumstances permit, approve other hours and/or work on weekends and holidays provided that it is not noisy work (being that this is a residential compound), and that no additional costs will arise to the U.S. Government as a result thereof. A minimum of 24 hours advance notice of intent to request other hours shall be given to the COR.

In addition to the recognized public holidays, the Department of State observes the following American holidays, and/or any other day designated by Federal law, Executive Order or Presidential Proclamation.

C. Quality Assurance and Quality Control

Introduction. A principal factor of performance on a project is the Contractor's control of the quality of workmanship. The Contractor shall establish and maintain a project-specific Quality Management Program (QMP) which defines and implements a quality system. The quality system is a documented organizational process which describes responsibilities, procedures, and resources for providing quality control and quality assurance on a project. Effectiveness of the QMP is achieved through adequate planning, forceful direction, and checking in the sense of measurement and evaluation. The QMP applies to the control of quality throughout all areas of contract performance.

Quality Management Program the Contractor's QMP shall be Facility Management Office (COR)-approved to provide employees, consultants, and/or joint-venture partners with established, uniform procedures for production of project data and documents throughout the construction process. Principal functions of the QMP are the following:

*The Contractor shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire work, except for any completed unit of work, which may have been accepted in writing under the contract.*

D. Final Completion and Acceptance

Definitions:

(a) "Final completion and acceptance" means the stage in the progress of the work as determined by the COR and confirmed in writing to the Contractor, on which all work required under the contract has been completed in a satisfactory manner in accordance with the requirements thereof, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

(b) The "date of final completion and acceptance" means the date determined by the COR as of which final completion of the work has been achieved, as indicated by written notice to the Contractor.

(c) Request for Final Inspection and Tests. The Contractor shall give the COR at least 15 days advance written notice of the date the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the aforesaid notice unless the COR determines that the work is not ready for final inspection and so informs the Contractor.

(d) Final Acceptance. Upon (a) satisfactory completion of all required tests, (b) verification by the COR on the basis of a final inspection that all items listed in the Schedule of Defects have

been completed or corrected and that the work is finally complete, subject to the discovery of defects after final completion, and (c) submittal by the Contractor of all documents including contractor close-out documents, and other items required upon completion of the work, including a final request for payment, and if the COR is satisfied that the work under the contract is complete and the contract has been fully performed, with the exception of continuing obligations there under, the COR shall issue to the Contractor a notice of final acceptance and process final payment as required by the contract.

#### E. General Notes

Contractor should follow the following specifications wherever required:

- a. Contractor shall provide warrantee certificate for at least 2 years against the material performance and work performance. In case of any such event contractor is liable to replace and install the same at his own cost.
- b. Contractor will arrange for a dedicated full-time engineer/supervisor for the entire duration of the project failing which leads to termination of the project.
- c. Contractor will inform the COR of the project regarding delivery of any material to the site for at least two days prior to delivery, so as to get security approval and inspection of the same can be arranged.
- d. Contractor should always keep the site clean from any kind of debris or malba. At the end of the day the site should be a completely protected/barricaded. Reflective signs shall be installed after end of each day around entire site.
- e. Contractor will transfer all guarantee cards provide by the manufacturer for the material installed in the name of American Consulate General, Hyderabad
- f. Contractor shall inform COR immediately in case some deviation is there from the actual scope or any time delay is there from the actual schedule submitted at the time of commencement of the project. In such case contractor shall submit in writing cause of delay to COR and after approval of the same revised schedule shall be submitted with COR.

#### F. Inspection of Construction

Definition: "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

- a. The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all

reasonable times before acceptance to ensure strict compliance with the terms of the contract.

- b. Government inspections and tests are for the sole benefit of the Government and do not
  - o Relieve the Contractor of responsibility for providing adequate quality control measures.
  - o Relieve the Contractor of responsibility for damage to or loss of the material before acceptance.
  - o Constitute or imply acceptance; or
  - o Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.
- c. The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- d. The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- e. The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- f. If the Contractor does not promptly replace or correct rejected work, the Government may -  
By contract or otherwise, replace or correct the work and charge the cost to the Contractor;  
Or Terminate for default the Contractor's right to proceed.
- g. If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or non-conforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- h. Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that

portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

G. Accident Prevention

- (a) General - The Contractor shall provide and maintain work environments and procedures which will (1) safeguard the public, Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operation and delays in project completion dates; and (3) control costs in the performance of this contract. For these purposes, the Contractor shall -
- Provide appropriate safety barricades, signs and signal lights.
  - Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and
  - Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.
- (b) Safety Manager - (1) The Contractor shall designate a safety manager for this contract. The safety manager shall be responsible for coordination of safety procedures, and monitoring of those aspects of the work that pose the greatest safety risks. (2) If, during the performance of this contract, the contractor encounters hazardous materials (including asbestos-containing materials, etc.), the contractor shall immediately report the situation to the COR.
- (c) Records - The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft or loss of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the COR.
- (d) Subcontracts - The Contractor shall be responsible for its subcontractors' compliance with this clause.
- (e) Written Program - Before commencing work, the Contractor shall --
- (1) Submit a written proposal for implementing this clause; and
  - (2) Meet with the COR to discuss and develop a mutual understanding relative to administration of the overall safety program.
- (f) Notification - The COR will notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the Contractor's representative at site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work issued under this clause.

## H. Substitutions

Contractor is supposed to confirm the availability of all the material required in the project initially and get them approved by COR.

Any material which is not available or discontinued by the manufacturer shall be brought in to notice of the COR ASAP.

The Contractor must receive approval in writing from the COR. Any substitution request shall be accompanied by sufficient information to permit evaluation by the Government, including but not limited to the reasons for the proposed substitution and data concerning the design, appearance, performance, composition, and relative cost of the proposed substitute.

Contractor shall not bring or use any product without prior approval from COR on the site.

Requests for substitutions shall be made in a timely manner to permit adequate evaluation by the Government. If, in the COR's opinion, the use of such substitute items is not in the best interests of the Government, the Contractor shall obtain the items originally specified with no adjustment in the contract price or completion date.

Final approval on delivery - Acceptance or approval of proposed substitutions under the contract is conditioned upon approval of items delivered at the site or approval by sample. Approval by sample shall not limit the Government's right to reject material after delivery to the site if the material does not conform to the approved sample in all material respects.

## I. "Or-Equal Clause"

References in the specifications and drawings, to materials, products or equipment by trade name, make, or catalog number, or to specific processes, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may propose for approval or rejection by the COR the substitution of any material, product, equipment or process that the Contractor believes to be equal to or better than that named in the specifications and drawings, unless otherwise specifically provided in this contract.

Warranty: The entire installation work will be warranted for the defect liability for a minimum period of 2 year from the date of final commissioning.

### Commercials:

Offer Validity: The offer should be valid for minimum 30 days. The Embassy reserves the right to reject any or all offers and to delete any portion/or items of the solicitation.

Payment terms: American Embassy/Consulate does not make advance payment. Payment shall be made through EFT within 30 days of receipt of goods & services and proper invoice at American Consulate General, Hyderabad.

**CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS  
AWARDED BY OVERSEAS CONTRACTING ACTIVITIES**  
(Current thru FAC 2020-7 and FAC 2020-8, effective 08/13/2020)

**COMMERCIAL ITEMS**

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

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

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

**FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES**

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

The following clause is provided in full text:

52.212- 5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (AUG 2020)

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ( 19 U.S.C. 3805 note)).

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

*[Contracting Officer check as appropriate.]*

\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUNE 2020), with *Alternate I* (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

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

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

\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved].

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (31 U.S.C. 6101 note).

\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved].

\_\_\_ (11)

(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-3.

\_\_\_ (12)

(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-4.

\_\_\_ (13) [Reserved]

\_\_\_ (14)

(i) 52.219-6, Notice of Total Small Business Set-Aside (MAR 2020) of 52.219-6 (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-6.

\_\_\_ (15)

(i) 52.219-7, Notice of Partial Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).

\_\_ (ii) Alternate I (MAR 2020) of 52.219-7.

\_\_ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

\_\_ (17)

(i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4)).

\_\_ (ii) Alternate I (NOV 2016) of 52.219-9.

\_\_ (iii) Alternate II (NOV 2016) of 52.219-9.

\_\_ (iv) Alternate III (JUN 2020) of 52.219-9.

\_\_ (v) Alternate IV (JUN 2020) of 52.219-9

\_\_ (18)

(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

(ii) Alternate I (MAR 2020) of 52.219-13.

\_\_ (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).

\_\_ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).

\_\_ (22)

(i) 52.219-28, Post Award Small Business Program Rerepresentation (MAY 2020) (15 U.S.C. 632(a)(2)).

(ii) Alternate I (MAR 2020) of 52.219-28.

\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (MAR 2020) (15 U.S.C. 637(m)).

\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar2020) (15 U.S.C. 637(m)).

\_\_\_ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

\_\_\_ (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15U.S.C. 637(a)(17)).

\_\_\_ (27) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).

\_\_\_ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN2020) (E.O.13126).

\_\_\_ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

\_\_\_ (30)

(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O.11246).

\_\_\_ (ii) Alternate I (FEB 1999) of 52.222-26.

\_\_\_ (31)

(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

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

\_\_\_ (32)

(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

\_\_\_ (ii) Alternate I (JUL 2014) of 52.222-36.

\_\_\_ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

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

\_\_\_ (35)

(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_ (36) 52.222-54, Employment Eligibility Verification (OCT 2015), (Executive Order 12989) (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_ (37)

(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) ( 42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

\_\_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

\_\_ (40)

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

\_\_ (ii) Alternate I (OCT 2015) of 52.223-13.

\_\_ (41)

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

\_\_ (ii) Alternate I (JUN 2014) of 52.223-14.

\_\_ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

\_\_ (43)

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

\_\_ (ii) Alternate I (JUN 2014) of 52.223-16.

\_\_ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

\_\_ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

\_\_ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

\_\_ (47)

(i) 52.224-3 Privacy Training (JAN 2017) (5 U.S.C. 552 a).

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

\_\_ (48) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_ (49)

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

\_\_ (ii) Alternate I (MAY 2014) of 52.225-3.

\_\_ (iii) Alternate II (MAY 2014) of 52.225-3.

\_\_ (iv) Alternate III (MAY 2014) of 52.225-3.

\_\_ (50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_ (55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).

\_\_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

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

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

\_\_ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).

\_\_ (63)

(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

\_\_ (iii) Alternate II (FEB 2006) of 52.247-64.

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

*[Contracting Officer check as appropriate.]*

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

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

\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

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

\_\_\_ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

\_\_\_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

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

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

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further

Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

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

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

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

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

(xii) 52.222-41, Service Contract Labor Standards (Aug2018) (41 U.S.C. chapter 67).

(xiii)

(A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY2014) (41 U.S.C. chapter 67).

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

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

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

(xix)

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

(B) Alternate I (JAN 2017) of 52.224-3.

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

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of clause)

#### 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Aug 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

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

*Backhaul, covered telecommunications equipment or services, critical technology,*

*interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

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

(d) *Representation.* The Offeror represents that—

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

Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

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

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

*(e) Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

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

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

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

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

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

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

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

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

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

(End of provision)

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

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

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

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

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

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

(End of clause)