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SECTION A – PRICES

A.1 CONTRACT TYPE

The Contractor shall perform all work required in Section B for various projects required by New Delhi and its consulates in Mumbai, Chennai, Kolkata and Hyderabad. This is an indefinite delivery, indefinite quantity labor-hour purchase order with fixed hourly rates. The Contracting Officer shall order work on individual properties through task orders. The hourly rates stated in this purchase order shall include all direct and indirect costs, insurance, overhead, general and administrative expense (like communication, printing & stationery etc. but not limited to), and profit.

A.2 LEVEL OF EFFORT

(a) The Contractor shall provide the services for the base period of the contract at the rates stated below.
(b) The quantities of supplies and services specified in the Schedule are estimates only and are not guaranteed by this contract.
(c) The Contractor shall furnish to the Government, when and if ordered, the services as specified in the Schedule. The Government may issue orders requiring services on multiple pieces of property. Except as specified in the Delivery-Order Limitations clause or in the paragraph below, there is no limit on the number of orders that may be issued.

A.3 PRICING

A.3.1. Goods and Services Tax – (GST) - The Contractor shall include GST as a separate charge on the Invoice and as a separate line item in Section B.

A.3.2. The Government will issue task orders to the Contractor on a firm fixed price basis. In establishing the fixed price for individual task orders, the Government will use the fixed hourly labor rates listed below.

BASE PERIOD: Starting on date of award and continuing for a period of twelve months

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<th>CLIN 1</th>
<th>SENIOR PARTNER</th>
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<td>CLIN 5</td>
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FIRST OPTION PERIOD : Starting on end of Base Period and continuing for a period of twelve months
SECOND OPTION PERIOD: Starting on end of Base Period and continuing for a period of twelve months

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<td>ASSOCIATES</td>
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Attorney services Ceiling Price (not to exceed) Rs.15,600,000 (200,000). Payment shall be made in local currency. GST @ 18% is applicable to hourly rates.

A.4 MINIMUM AND MAXIMUM AMOUNTS

During this contract period, the Government shall place orders totaling a minimum of Rs.1,000. This reflects the contract minimum for the entire period of performance during each option period. The amount of all orders shall not exceed Rs.15,600,000. This reflects the contract maximum for the entire period of performance, including any options.
SECTION B – STATEMENT OF WORK

The United States Government has various functional properties in India with various property interests including fee simple, 999-year leases, perpetual leases and possibly other ownership-like interests. In conducting a country-wide real estate portfolio analysis, the USG is seeking confirmation of various property interests, rights and limitations related to these specific properties in New Delhi, India, including the determination of what rents (if any) are owed to the Government of India or other entities or persons, and what may be claimed upon the payment of said rents. This also covers USG properties in Mumbai, Kolkata, Chennai and Hyderabad. Note that this should not be interpreted that it is our intent to take any action on any or all of these properties in the immediate or near term. We are undertaking this work to improve our understanding of the entire portfolio and opportunities or limitations that may exist therein.

The Embassy seeks an attorney to perform a number of tasks relating to these properties, including resolution of any outstanding issues that might prevent the Embassy from converting its interest in the properties from leasehold to a freehold (if necessary) and/or to selling the properties and for the purpose of legal issue resolution regarding ground leases for as many as 14 properties in New Delhi and other properties in New Delhi, Mumbai, Kolkata, Chennai and Hyderabad. Accordingly, the contractor shall provide legal assistance necessary to:

B.01 Identify and describe what property interests are held by the USG by reviewing the terms of the lease agreements of all the requested properties and provide legal advice on converting the leasehold interests into freehold (if necessary)

- If other than fee simple ownership, describe the nature, terms and conditions of the interest held by the USG.
- If a leasehold interest exists, explain any renewal or extension rights that exist in the lease and/or by law.
- If a leasehold, define any annual rents that are payable and related implications if rents are not paid.
- If a leasehold, describe any hold-over rights available to the lessee. Due date for completion: no later than 21 days from receipt of task order.

B.02 Identify and describe any limitations or restrictions or other issues unique to the USG as owner of diplomatic property. Due date for completion: no later than 21 days from receipt of task order.

B.03 Identify the USG’s right to sell, assign, lease, sub-lease or otherwise dispose of the properties and address any change of use or reversion issues that may affect disposal of the properties. Due date for completion: no later than 21 days from receipt of task order.

B.04 Describe the nature of any approvals or permissions required (and the approving parties) for the USG to dispose of the properties. Due date for completion: no later than 21 days from receipt of task order.
B.05 Prepare a written summary of the legal process for establishing the rents due on each of
the real properties and provide an estimate of how long the process usually takes for confirming
these amounts with the Indian governing authority. Due date for completion: **no later than 21
days from receipt of task order**

B.06 Prepare a written estimate of rents due on each of the real properties requested. Also
advise whether the USG will be entitled to any exemption from such payments. Due date for
completion: **no later than 21 days from receipt of task order.**

B.07 Assist in preparing, vetting and registering all appropriate documents. Due
date for completion: **no later than 21 days from receipt of task order.**

B.08 Perform a title search of the properties. Confirm whether any surveys
attached to the title deed are consistent with the description in the title deed and
whether the property is free and clear of any encumbrances, registered or not. Due
date for completion: **no later than 21 days from receipt of task order.**

B.09 Investigate any outstanding title defects, claims or encumbrances regarding
the USG’s title to the properties that might be discovered in the title search as above
or from any other source. Advise the USG in writing of the nature of any relevant
issues and describe the legal steps to be taken on behalf of the USG to resolve them.
At the subsequent direction of the USG, take appropriate action required to resolve or
settle any of these issues. Due date for completion: **no later than 21 days from receipt of task order.**

B.10 Explain the procedure to obtain replacement documents at Post in the event
the current USG documents and your research do not confirm to the description in the
title deed, and that the properties are free and clear of any encumbrances, whether or
not registered. Due date for completion: **no later than 21 days from receipt of task order**

B.11 Participate in related meetings and/or negotiations, as needed or requested.

B.12 To the extent necessary, retain and fully compensate a qualified, certified translator to
translate into English any pertinent documents including but not limited to surveys, approvals,
and registration materials, that are not originally drafted in English.

B.13 **PLEASE NOTE:** your firm is not being hired to represent the United States in
any diplomatic negotiations or for litigation purposes before any court or other
governmental entity. The Embassy is requesting guidance on the enumerated
inquiries above and related real estate transactional issues.

**MONTHLY BILLING STATEMENTS.** Contractor will send monthly billing statements for
costs, disbursements and expenses incurred in connection with this matter, regardless of how
small, rather than submit a single large invoice when services are completed.
THE CONTRACTOR SHALL ALSO:

B.14 Review the Department of State’s, Office of Overseas Building Operations’ (M/OBO) preliminary draft of the sales agreement (or lease) and recommend revisions if necessary to conform to local law and protect the United States Government’s (USG) interests.

B.15 Perform a title search of the property to be acquired. Confirm that the metes and bounds of the boundary survey conforms with the appropriate deeds and that the seller holds free, clear, and unencumbered title to the property. Due date for completion: no later than 21 days from receipt of task order.

B.16 Describe the local legal documentation process for acquiring property and how long the process normally takes. Due date for completion: no later than 21 days from receipt of task order.

B.17 Summarize the costs that are customarily paid by each of the parties in the transaction. Due date for completion: no later than 21 days from receipt of task order.

B.18 Provide details of any local currency laws that may affect the transaction. Due date for completion: no later than 21 days from receipt of task order.

B.19 Advise and assist post in applying for host country approval, if required, and waivers of registration taxes/expenses to which we are entitled based on our special status under the Vienna Convention. Due date for completion: no later than 21 days from receipt of task order

B.20 Assist in preparing and registering all appropriate documents required for the formal transfer of interests in the property. Due date for completion: no later than 21 days from receipt of task order.

B.21 Participate in related meetings and/or negotiations, as needed.

B.22 Prepare, execute, and submit pre- and post-acquisition certifications in accordance with Volume 6 of the Foreign Affairs Manual (6 FAM).

B.23 Submit the reports or documents to the Contracting Officer.
SALE OF REAL PROPERTY

B.24 Provide precise details of the local sale process, including procedures and expected time frames and related fees and expenses in closing a sale. Due date for completion: **no later than 21 days from receipt of task order.**

B.25 Review the bid package provided (if using the bid solicitation method of sale) and suggest modifications necessary to comply with local law and custom, and complete such changes if directed by the Contracting Officer. Due date for completion: **no later than 21 days from receipt of task order.**

B.26 Submit modified bid package for final review (if using bid solicitation). Due date for completion: **no later than 21 days from receipt of task order.**

B.27 Recommend further modifications if necessary and provide a translation of the final package. Due date for completion: **no later than 21 days from receipt of task order.**

B.28 Explain who prepares the final sales documents and itemize typical related fees and expenses. Due date for completion: **no later than 21 days from receipt of task order.**

B.29 Summarize the costs that are customarily paid by each of the parties in the transaction. Due date for completion: **no later than 21 days from receipt of task order.**

B.30 Provide details of any local currency laws that may affect the transaction. Due date for completion: **no later than 21 days from receipt of task order.**

B.31 Provide details of any local requirements regarding the necessity to notify local governments of the sale or if the local government requires approvals. Due date for completion: **no later than 21 days from receipt of task order.**

B.32 Assist the USG in reviewing and completing the process and documents necessary to close the transaction.

B.33 Participate in related meetings and/or negotiations, as needed.
SECTION C - INSPECTION AND ACCEPTANCE

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. In addition, the full text of a clause may be accessed electronically at: http://acquisition.gov/far/index.html 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. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

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<th>CLAUSE</th>
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<tr>
<td>52.204-18</td>
<td>COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)</td>
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<td>52.204-19</td>
<td>INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)</td>
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<td>52.246-6</td>
<td>INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)</td>
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<tr>
<td>52.246-26</td>
<td>REPORTING NONFORMING ITEMS (JUN 2020)</td>
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</table>
SECTION D - DELIVERIES AND PERFORMANCE

D.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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. In addition, the full text of a clause may be accessed electronically at: http://acquisition.gov/far/index.html or http://farsite.hill.af.mil/vffara.htm. These addresses are subject to change.

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<td>52.204-9</td>
<td>PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)</td>
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<tr>
<td>52.242-15</td>
<td>STOP-WORK ORDER (AUG 1989)</td>
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D.2 PERIOD OF PERFORMANCE

The base contract period will be one year from the date of award. The Government may extend the purchase order by exercising a one-year option. The contract period, including a maximum of 4 years, may not exceed 5 years.
SECTION E-CONTRACT ADMINISTRATION DATA

E.1. CONTRACTING OFFICER’S REPRESENTATIVE

DOSAR 652.242-70

(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 GSO/Housing.

E.2 INVOICING AND PAYING INSTRUCTIONS

a. The Contractor shall submit the invoice in the original and three copies to the designated billing address indicated below. The COR will determine if the invoice is complete and proper as submitted. The COR also will determine if billed services have been satisfactorily performed. If the amount billed is incorrect, the COR will, within seven days, request the Contractor to submit a revised invoice.

b. The Contractor shall specifically identify the last invoice as "Final Invoice." The final invoice shall include the remaining payments due under the basic contract and any and all modifications issued. The final invoice should also attach a "Contractor's Release Certificate". The Contractor should keep one copy of the certificate for its files and include the others with each copy of the final invoice. If the Contractor has any questions regarding payment status, he shall contact the COR.

c. Contractor shall mail the invoices to:

Invoices should be submitted via email to MissionIndiaPayments@state.gov with the Purchase/Task Order number in the subject line. Invoices sent in

- physical copy or to other email addresses will delay payment. It is not necessary to send duplicate invoices.
- Invoices from Indian businesses must be a proper Tax Invoice. The US Embassy's GST number is 0717USA00138UNS.
- Partial payment is authorized
- Subject line while submitting invoice must mention; PO#, Invoice#, Amount.
- Electronic / scanned invoice must be labelled as “Tax Invoice”. The invoice must have GST number of the vendor and American Embassy’s UNI
- number 0717USA00138UNS.
- Electronic / scanned invoice must list GST rate percentage for each category of goods or services.
Electronic / scanned invoice EITHER typed or hand written, hand-writing on a typed invoice is not acceptable.

In case of scanned invoice, the invoice should be legible.

Vendor should only submit invoice after delivering goods or services.

Payment is processed within 30 days through EFT (electronic funds transfer) from the date of receipt services and receipt of correct invoice. For any queries regarding payment, please contact Ms. Shivani Nayyar at nayyars@state.gov

The Contractor shall show GST as a separate item on invoices submitted for payment.
SECTION F - SPECIAL CONTRACT REQUIREMENTS

F.1. **PERMITS**

Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for this contract.

F.2 **RELEASE OF INFORMATION**

All information furnished to the Contractor and developed by the Contractor in connection with this transaction shall be considered privileged. The Contractor shall make no public announcements, including news or press releases about this contract.

F.3 **TASK ORDERS**

Task Orders under this Purchase Order shall be issued on OF 347 and shall include, but not be limited to the following information:

(a) Name of contractor  
(b) Purchase Order number and date  
(c) Task order number  
(d) Description of services to be performed  
(e) Estimated number of hours  
(f) Hourly rate and ceiling price  
(g) Specific property under consideration

The Contracting Officer may place orders orally, telephonically, by facsimile, or in writing. The Contracting Officer will confirm oral orders in writing within three calendar days.
### SECTION G - CONTRACT CLAUSES

G.1 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. In addition, the full text of a clause may be accessed electronically at: [http://acquisition.gov/far/index.html](http://acquisition.gov/far/index.html) or [http://farsite.hill.af.mil/vffara.htm](http://farsite.hill.af.mil/vffara.htm). These addresses are subject to change.

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<td>52.204-10</td>
<td>REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020))</td>
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<td>52.204-13</td>
<td>SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)</td>
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<td>52.204-25</td>
<td>PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)</td>
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<td>52.209-6</td>
<td>PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)</td>
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<td>52.213-4</td>
<td>TERMS AND CONDITIONS – SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2022)</td>
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<td>52.222-19</td>
<td>CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)</td>
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<td>52.222-50</td>
<td>COMBATTING TRAFFICKING IN PERSONS (OCT 2020)</td>
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<td>52.223-18</td>
<td>ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)</td>
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52.225-13  RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)
52.225-14  INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.227-17  RIGHTS IN DATA - SPECIAL WORKS (DEC 2007)
52.232-7   PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2012)
52.232-24  PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25  PROMPT PAYMENT (JULY 2013)
52.232-33  PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.233-1   DISPUTES (JULY 2002)
52.243-3   CHANGES – TIME-AND-MATERIALS OR LABOR HOURS (SEPT 2000)
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52.249-4   TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)
52.249-6   TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
52.249-14  EXCUSABLE DELAYS (APR 1984)

G.2  FEDERAL ACQUISITION REGULATION CLAUSES PROVIDED IN FULL TEXT

The following Federal Acquisition Regulation (FAR) clauses is/are provided in full text:

52.216-18  ORDERING (AUG 2020)
   (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.

   (a) A delivery order or task order is considered “issued” when –
If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

If sent by fax, the Government transmits the order to the Contractor’s fax number; or

If sent electronically, the Government either –

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor’s email address.

Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

**ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **Rs. 1,000**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

1. Any order for a single item in excess of **Rs. 8,000,000**;
2. Any order for a combination of items in excess of Rs. 15,600,000; or
3. A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**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 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.

(End of clause)

52.217-8 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)

52.217-9 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 provision.

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

(End of clause)

52.232-19 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)

G.3 DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (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 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.

(End of clause)

652.216-70 ORDERING - INDEFINITE - DELIVERY CONTRACT (DEC 1994)

The Government shall use one of the following forms to issue orders under this contract:

(a) Optional Form (OF) 347, Order for Supplies or Service; OR
(b) Optional Form (OF) 206, Purchase Order, Receiving Report and Voucher.

(End of clause)

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

(End of clause)

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)

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.
SECTION H - LIST OF ATTACHMENTS

“RESERVED”
SECTION I - INSTRUCTION ON HOW TO SUBMIT A QUOTATION

I.1 SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the services described in Section B.

Summary of Instructions

Each quotation must consist of the following physically separate volumes:

<table>
<thead>
<tr>
<th>Volume</th>
<th>Title</th>
<th># of Copies</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Executed Standard Form 18 and Completed Section A</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Management Information</td>
<td>1</td>
</tr>
</tbody>
</table>

Submit the complete quotation at newdelhibids@state.gov.

The quoter shall state any deviations, exceptions, or conditional assumptions taken regarding this solicitation and explain/justify them in the appropriate volume of the offer.

1. Volume 1 shall contain complete pricing schedules as identified in Section A, including an hourly rate of professional hours, travel expenses, overhead, G&A, profit, subcontractor costs, reproduction costs and all other costs related to the services required to perform the work described in Section B of this request for quotations.

2. Volume 2 shall include information demonstrating the quoter’s ability to perform including:

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

1. List of clients over the past three 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 India 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.

2. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

3. 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.

4. The offeror’s strategic plan for above mentioned 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

I.2 Submit the complete quotation at newdelhibids@state.gov

Quotations submitted after the due date and time indicated on the SF-1449 cover sheet may not be considered.

I.3 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at: http://acquisition.gov/far/index.html/ 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 of an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

<table>
<thead>
<tr>
<th>PROVISION</th>
<th>TITLE AND DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.204-7</td>
<td>SYSTEM FOR AWARD MANAGEMENT (OCT 2018)</td>
</tr>
</tbody>
</table>
I-3 SOLICITATION PROVISIONS INCORPORATED BY FULL TEXT

The following Federal Acquisition Regulation provisions are incorporated by full text:

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Labor-Hour purchase order resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Management Officer.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

I-4 FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party, that includes:

Income (profit-loss) Statement that shows profitability for the past three years;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm’s sources and uses of cash during the most recent accounting period. This will help the Government assess a firm’s ability to pay its obligations.

The Government will use this information to determine the offeror’s financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.
SECTION J – EVALUATION CRITERIA

J.1 Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The lowest price will be determined by evaluating the hourly rate given in Section A of this solicitation. Acceptability will be determined by assessing the quoter’s compliance with the terms of the RFQ. Responsibility will be determined by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- 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
- otherwise qualified and eligible to receive an award under applicable laws and regulations.

J.2 The following FAR provision is provided in full text:

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 provision)

J.3 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, any charges for failure to exercise an option are unacceptable.
SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K.1 52.204-3  TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.
"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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 USC 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.

(d) 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 U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
  ☐ Offeror is an agency or instrumentality of a foreign government;
  ☐ Offeror is an agency or instrumentality of the Federal Government.

(e) 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 ________________________________.

(f) Common Parent.
□ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
□ Name and TIN of common parent:
   Name _______________________________
   TIN ________________________________

   (End of provision)

K2. FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (SEP 2021)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541199.

(2) The small business size standard is $11 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

   (i) Is set aside for small business and has a value above the simplified acquisition threshold;

   (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

   (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

   (i) □ Paragraph (d) applies.
(ii) □ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) **52.203-2.** Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) **52.203-11.** Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) **52.203-18.** Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) **52.204-3.** Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) **52.204-5.** Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) **52.204-26.** Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) **52.209-2.** Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) **52.209-5.** Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
(ix) **52.209-11**, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) **52.214-14**, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) **52.215-6**, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) **52.219-1**, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) **52.219-2**, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiv) **52.222-22**, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at **52.222-26**, Equal Opportunity.

(xv) **52.222-25**, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at **52.222-26**, Equal Opportunity.

(xvi) **52.223-38**, Compliance with Veterans’ Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvii) **52.223-1**, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at **52.223-2**, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) **52.223-4**, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
(xix) **52.223-22**, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at **52.204-7**.

(xx) **52.225-2**, Buy American Certificate. This provision applies to solicitations containing the clause at **52.225-1**.

(xxi) **52.225-4**, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at **52.225-3**.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $83,099, the provision with its Alternate II applies.

(D) If the acquisition value is $83,099 or more but is less than $100,000, the provision with its Alternate III applies.

(xxii) **52.225-6**, Trade Agreements Certificate. This provision applies to solicitations containing the clause at **52.225-5**.

(xxiii) **52.225-20**, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) **52.225-25**, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) **52.226-2**, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

> [Contracting Officer check as appropriate.]

   -- (i) **52.204-17**, Ownership or Control of Offeror.

   -- (ii) **52.204-20**, Predecessor of Offeror.

   -- (iii) **52.222-18**, Certification Regarding Knowledge of Child Labor for Listed End Products.
__ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Certification.

__ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Certification.

__ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

__ (vii) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

__ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through https://www.sam.gov. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within 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), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. 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.

<table>
<thead>
<tr>
<th>FAR Clause #</th>
<th>Title</th>
<th>Date</th>
<th>Change</th>
</tr>
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<tbody>
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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 on SAM.

(End of provision)

K.3.  AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.
K.4 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS
REPRESENTATION (NOV 2015)

(a) Definitions. “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) 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.

(c) Representation. The Offeror represents that.

(1) □ is, □ is not an inverted domestic corporation; and
(2) □ is, □ is not a subsidiary of an inverted domestic corporation.

K.5 52.204–24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 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 paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

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

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

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

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

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

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

(d) Representation. The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—
It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) Disclosures.

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

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

(ii) For covered services—

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

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

(End of provision)

K.6. 52.204-26 Covered Telecommunications Equipment or Services—Representation (OCT 2020)

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

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

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

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it [ ] does, [ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)