**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

<table>
<thead>
<tr>
<th>1. REQUISITION NUMBER</th>
<th>PAGE 1 OF</th>
</tr>
</thead>
<tbody>
<tr>
<td>PR11000612</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. CONTRACT NO.</th>
<th>3. AWARD/EFFECTIVE DATE</th>
<th>4. ORDER NUMBER</th>
<th>5. SOLICITATION NUMBER</th>
<th>6. SOLICITATION ISSUE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>PR11000612</td>
<td>08/29/2022</td>
</tr>
</tbody>
</table>

**7. FOR SOLICITATION INFORMATION CALL:**

a. **NAME:** Dede Rusli  
   **Occupation:** Procurement Supervisor  
   **Telephone Number (No collect calls):** +6221-5083-1000

<table>
<thead>
<tr>
<th>7. FOR SOLICITATION INFORMATION CALL:</th>
<th>8. OFFER DUE DATE/ TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dede Rusli</td>
<td>09/16/2022 at 14:00 WIB</td>
</tr>
</tbody>
</table>

**9. ISSUED BY**

American Embassy Jakarta  
Jl. Medan Merdeka Selatan No. 5  
Jakarta 10110, INDONESIA  
Email: JakartaPCUBidding@State.gov

**11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED**

☐ SEE SCHEDULE

**12. DISCOUNT TERMS**

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

**13b. RATING**

☐ RFP

**14. METHOD OF SOLICITATION**

☐ RFQ  
☐ IFB  
☐ RFP

**16. ADMINISTERED BY**

Procurement Contracting Unit  
American Embassy Jakarta  
Jl. Medan Merdeka Selatan No. 5  
Jakarta 10110, INDONESIA

**19. SCHEDULE OF SUPPLIES/SERVICES**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Supply and Delivery of the ITCCB Approved System Haivision IPTV Equipment.**

Please refer to the attached pages of the Specification and Scope of Work of this requirement.

The attached FAR/DOSAR Clauses will be part of the order.

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

<table>
<thead>
<tr>
<th>25. ACCOUNTING AND APPROPRIATION DATA</th>
<th>26. TOTAL AWARD AMOUNT (For Govt. Use Only)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**27. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA**

☐ ARE  
☐ ARE NOT ATTACHED

**28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.**

**29. AWARD OF CONTRACT: REF. OFFER DATED:**

☐ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

**30. SIGNATURE OF OFFEROR/CONTRACTOR**

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

**31b. NAME OF CONTRACTING OFFICER (Type or print):**

**31c. DATE SIGNED**

<table>
<thead>
<tr>
<th>30a. NAME AND TITLE OF SIGNER (Type or print)</th>
<th>30b. DATE SIGNED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Authorized for Local Reproduction  
PREVIOUS EDITION IS NOT USABLE  
Computer Generated  
Prescribed by GSA - FAR (48 CFR) 53.212
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SCHEDULE OF SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NO.

39. S/R VOUCHER NO.

40. PAID BY

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

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

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

42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK
Request for Quotations (RFQ and FAR Clauses)
191D32-PR11000612 Haivision IPTV Equipment for Jakarta - Surabaya - Medan

Content:

Section 1 - The Schedule Page 1
• SF 1449 cover sheet
• Continuation To SF-1449, RFQ #191D32-PR11000612, Prices, Block 23
• Continuation To SF-1449, RFQ #191D32-PR11000612, Schedule Of Supplies/Services, Block 20 Description/Specifications/Work Statement

Section 2 - Clauses Page 8
• Contract Clauses

Section 3 - Solicitation Provisions Page 37
• Solicitation Provisions
• Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12

Section 4 - Evaluation Factors Page 40
• Evaluation Factors
• Addendum to Evaluation Factors - FAR and DOSAR Provisions not Prescribed in Part 12

Section 5 - Representations and Certifications Page 40
• Offeror Representations and Certifications
• Addendum to Offeror Representations and Certifications - FAR and DOSAR Provisions not Prescribed in Part 12
SECTION I. THE SCHEDULE – CONTINUATION TO SF-1449
Request for Quotations (RFQ and FAR Clauses)
191D32-PR11000612 Haivision IPTV Equipment for Jakarta - Surabaya - Medan

I. General

The contractor shall provide Haivision IPTV Equipment for IRM, U.S. Mission Indonesia, in accordance with
the specifications and terms and conditions set forth herein. The contract type will be a firm fixed price
purchase order/contract. The total price includes all labor, materials, over-head, profit, and all other
expenses necessary to deliver required items within the time specified to the ship-to address.

The Haivision products offered must be U.S. Department of State Information Technology Configuration
Control Board (ITCCB) approved IPTV solution.

The specification of Works for details per section 1 paragraph IV and content of quotation per section 3.
The contract type will be a firm fixed price purchase order/contract.

II. Pricing

A. The Contractor shall provide a firm fixed price in US Dollar for this RFQ No. 191D32-PR11000612.
The total price includes all labor, materials, over-head, profit, and all other expenses necessary to
deliver required items within the time specified to the ship-to address. No additional sums will be
payable on account of any escalations in the cost of materials, equipment, or labor, or because of the
Contractor’s failure to properly estimate or accurately predict the cost or difficulty of achieving the
results required by this contract. Nor will the contract price be adjusted on account of fluctuations in
currency exchange rates.

B. Term of Contract: The contract shall be effective from the date of the Contracting Officer’s signature
and shall remain valid until all vehicles are received and accepted by the Government.

C. Pricing:

The Contractor shall provide a firm fixed price in US Dollar currency.

Name of provider & logo:  Address & Phone number:

Project Manager:  E-mail address:

(continued on next page)
The US Embassy Jakarta’s IRM Office has a requirement for the supply and delivery of the following Haivision IPTV Equipment in accordance with the Specifications below. The Contractor shall supply new products only; no gray market or refurbished items shall be allowed. The equipment must be in original packaging, never used and not altered in any way.

<table>
<thead>
<tr>
<th>CLIN#</th>
<th>ITEM</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>HMP Enterprise Appliance (1 Portal server, 1 Gateway server); includes 5 recording ports, unicast &amp; multicast delivery, multicast encryption, 500 endpoints (browsers/STBs), 200 sources, EPG guide with Subscription or active Premium Maintenance; multi-site requires eCDN license (not included); requires a Haivision Support Program and Professional Services Part No. S-HMP2-ENT</td>
<td>1</td>
<td>each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Enables support for multi-site with location aware Gateways; and adds 2,000 endpoints (browsers/STBs); requires HMP and Gateway(s) Part No. SWO-HMP2-ECDN</td>
<td>1</td>
<td>each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Haivision Media Gateway System - Transport Stream protocol to/from SRT protocol. Unicast &amp; Multicast support. Up to 200Mbps aggregated output streaming. Half depth, 1U Server. Part No. S-MG-200-V2</td>
<td>1</td>
<td>each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Haivision Media Gateway - Transport Stream and SRT In / Transport Stream, SRT and HLS Out. Unicast &amp; Multicast. Up to 100Mbps aggregated output streaming. Small Form-Factor appliance (desktop/shelf-mountable) with 1x500Gb hard drive for OS and Application Software and approximately 250Gb of storage. Part No. S-MG-100</td>
<td>1</td>
<td>each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>MB21X - Makito X 21 Slot Chassis - Rackmount 4U Chassis - Up to 21 Makito X +12V mini-blades only, removable fans, station alarm interface, dual redundant AC power supply, 100-240 V; 47-63Hz AC, 600 Watt max. (<strong>Makito Classic and Torpedo Not Supported</strong>)</td>
<td>1</td>
<td>each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Makito X4 SDI Encoder Appliance - H.264/AVC &amp; H.265/HEVC IP Video Encoder – Quad channel 3G/HD/SD-SDI Part No. S-MX4E-SDI4</td>
<td>5</td>
<td>each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Haivision Play 2000 - Set-Top Box for Haivision Media Platform or as Stand-alone device. - Playback up to UHD/4K with single HDMI output. Supports H.264 &amp; HEVC Decode. Supports HMP P2P Peer to Peer technology. 1Gbps NIC with PoE+, IR remote control, IR extender cable. Use with Haivision Media Platform requires HMP v3.6 or greater. Part No. S-PLAY-2000-B</td>
<td>13</td>
<td>each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Premium configuration, commissioning, integration, and consultative services; targeted at advanced projects that require video delivery expertise throughout project duration. Quoted price pursuant to agreed upon statement of work. Part No. SV-INSTR-PREM</td>
<td>1</td>
<td>each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Haivision Premium Support Program - 1 year Part No. M-PREM-SUPP-1</td>
<td>1</td>
<td>each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Blackmagic Design Micro Converter HDMI to SDI 3G (with Power Supply) Part No. B08P9V7X7S</td>
<td>20</td>
<td>each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Makito X Single DVI Encoder Appliance - H.264 High Profile Single Channel IP Video Encoder with SRT - Single DVI-I input; up to 1920x1200 Video; 32 kbps to 25 Mbps; 2 channel DVI digital / 2 channel analog audio input, 1 channel audio output; 10/100/1000 Ethernet; 12 VDC w/ 90-240 VAC External Power with Locking Connector. Part No. S-292E-DVI</td>
<td>4</td>
<td>each</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Other Specific Requirements:
- The Contractor shall be the authorized distributor of the products offered.
- The Haivision products offered must be U.S. Department of State Information Technology Configuration Control Board (ITCCB) approved IPTV solution.
- All offerors to ensure to quote only for the products which provide manufacturer’s standard warranty.

**Delivery location and time:**

Delivery of the item is expected as soon as possible - within 2-4 weeks after vendor received the PO.

Items to be delivered to the U.S. Department of State’s Unclassified Pouch Receiving point address, to:
- American Embassy Jakarta
  - 8200 Jakarta Place
  - Washington, D.C. 20521-8200

**Advance Payment:**

Advance payment is not authorized. Payment shall be made for accepted items and in accordance with the Prompt Payment Act pursuant to subparts (g)(2) and (i) of the clause at FAR 52.212-4.

### III. NDAA Compliance Requirement

For this procurement requirement, please confirm compliance with the NDAA Policy in accordance with the federal acquisition regulation (FAR) Clauses below:

- **52.204-24** REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- **52.204-25** PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- **52.204-26** COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT)

### IV. SAM Registrations for Procurement of $30,000 or above

As required by U.S. Government’s federal acquisition regulation (FAR), for Procurement of $30,000 or above, prospective offerors shall be registered in the System for Award Management (SAM) database prior to award of a contract. Please check the SAM.gov website for vendor registration information.
III. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

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

<table>
<thead>
<tr>
<th>Performance Objective</th>
<th>Performance Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performs all furnish and delivery services set forth in the scope of work.</td>
<td>All required items are delivered on time and of very good/acceptable quality and in new and unused condition.</td>
</tr>
</tbody>
</table>
SECTION II. CLAUSES

CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS AWARDED BY OVERSEAS CONTRACTING ACTIVITIES

(Current thru FAC 2022-05, effective 03/2022)

COMMERCIAL ITEMS

52.2522 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

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

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

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services — Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision—

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representation. The Offeror represents that—

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

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

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

(e) Disclosures.

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment —

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

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

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

(ii) For covered services —

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

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

(End of provision)

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

(a) Definitions. As used in this clause —

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

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

Covered telecommunications equipment or services means —

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

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

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

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

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

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

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

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

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

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


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

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

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

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

(b) Prohibition.

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

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

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

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

(d) Reporting requirement.

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

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

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

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

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

(End of clause)
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)

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

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

(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.

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

Forced or indentured child labor means all work or service—

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

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

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

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

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

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

(1) PSC 5510, Lumber and Related Basic Wood Materials;
(2) Product or Service Group (PSG) 87, Agricultural Supplies;
(3) PSG 88, Live Animals;
(4) PSG 89, Subsistence;
(5) PSC 9410, Crude Grades of Plant Materials;
(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) PSC 9610, Ores;
(9) PSC 9620, Minerals, Natural and Synthetic; and
(10) PSC 9630, Additive Metal Materials.

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

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

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

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended.

Sensitive technology—

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

(i) To restrict the free flow of unbiased information in Iran; or
(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

Service-disabled veteran-owned small business concern —

(1) Means a small business concern —

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

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

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

Small business concern —

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

(2) The management and daily business operations of which are controlled by one or more
veterans.

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

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

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b)

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

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

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

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

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

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

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

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

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

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it □ is, □ is not a small disadvantaged business concern as defined in 13 CFR124.1002.

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

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that-
(i) It □ is, □ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

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

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

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

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

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold .

(8) Women-owned business concern (other than small business concern ). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it □ is a women-owned business concern.

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

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

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

(ii) It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: __________.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.
(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-
   (i) It □ has, □ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
   (ii) It □ has, □ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-
   (i) It □ has developed and has on file, □ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
   (ii) It □ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

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

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

   (1)
      (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.
      (ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.
      (iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

   (2) Foreign End Products:

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   [List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of
Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i)

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

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

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

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

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[List as necessary]

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

Other Foreign End Products:

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(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

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

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

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[List as necessary]

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

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

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[List as necessary]

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

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

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[List as necessary]
Omani, Panamanian, or Peruvian End Products or Israeli End Products:

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[List as necessary]

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

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

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

Other End Products:

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[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

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

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

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

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

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

(2) □ Outside the United States.

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

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

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

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

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

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

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to
the general public in substantial quantities in the course of normal business operations;
    (ii) The contract services will be furnished at prices that are, or are based on, established
catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
    (iii) Each service employee who will perform the services under the contract will spend
only a small portion of his or her time (a monthly average of less than 20 percent of the available
hours on an annualized basis, or less than 20 percent of available hours during the contract period if
the contract period is less than a month) servicing the Government contract; and
    (iv) The compensation (wage and fringe benefits) plan for all service employees
performing work under the contract is the same as that used for these employees and equivalent
employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—
    (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and
the Contracting Officer did not attach a Service Contract Labor Standards wage determination to
the solicitation , the offeror shall notify the Contracting Officer as soon as possible; and
    (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to
execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting
Officer as required in paragraph (k)(3)(i) of this clause.

the offeror is required to provide this information to the SAM to be eligible for award.)
    (1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this
provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting
requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the
Internal Revenue Service (IRS).
    (2) The TIN may be used by the Government to collect and report on any delinquent amounts
arising out of the offeror ’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the
resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN
provided hereunder may be matched with IRS records to verify the accuracy of the offeror ’s TIN.

(3) Taxpayer Identification Number (TIN).
    TIN: __________________________.
    TIN has been applied for.
    TIN is not required because:
    Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have
income effectively connected with the conduct of a trade or business in the United States and does
not have an office or place of business or a fiscal paying agent in the United States ;
    Offeror is an agency or instrumentality of a foreign government;
    Offeror is an agency or instrumentality of the Federal Government.

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

(5) Common parent .
Offeror is not owned or controlled by a common parent;
Name and TIN of common parent:
Name ________________________________.
TIN ________________________________.
(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.
(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

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

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

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

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

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

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

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

Immediate owner CAGE code: ____________________.
Immediate owner legal name: ____________________.
(Do not use a "doing business as" name)
Is the immediate owner owned or controlled by another entity: □ Yes or □ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: ____________________.
Highest-level owner legal name: ____________________.
(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

(s) [Reserved].

solicitations that require offerors to register in SAM (12.301(d)(1)).

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

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

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

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

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

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

(u)

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

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

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

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

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

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

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

(End of Provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2022)

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

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

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

[Contracting Officer check as appropriate.]

(5) [Reserved].
(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery
  __ (10) [Reserved].
  __ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021) (15 U.S.C. 657a).
  __ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Sep 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
  __ (13) [Reserved].
  __ (ii) Alternate I (Mar 2020) of 52.219-6.
  __ (ii) Alternate I (Mar 2020) of 52.219-7.
  __ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
  __ (17) (i) 52.219-9, Small Business Subcontracting Plan (Nov 2021) (15 U.S.C. 637(d)(4)).
  __ (ii) Alternate I (Nov 2016) of 52.219-9.
  __ (iii) Alternate II (Nov 2016) of 52.219-9.
  __ (iv) Alternate III (Jun 2020) of 52.219-9.
  __ (v) Alternate IV (Sep 2021) of 52.219-9.
  __ (18) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
  __ (ii) Alternate I (Mar 2020) of 52.219-13.
  __ (19) 52.219-14, Limitations on Subcontracting (Sep 2021) (15 U.S.C. 637s).
  __ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
  __ (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Sep 2021) (15 U.S.C. 632(a)(2)).
  __ (ii) Alternate I (Mar 2020) of 52.219-28.
  __ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Sep 2021) (15 U.S.C. 637(m)).
  __ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Sep 2021) (15 U.S.C. 637(m)).
  __ (26) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.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 (Jan 2022) (E.O.13126).
(29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
(30) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
  (i) Alternate I (Feb 1999) of 52.222-26.
  (i) Alternate I (Jul 2014) of 52.222-35.
  (iii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
  (i) Alternate I (Jul 2014) of 52.222-36.
(34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
  (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(c)(3)(A)(ii)).
(36) 52.222-54, Employment Eligibility Verification (Nov 2021) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
  (i) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
(40) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
(41) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
  (ii) Alternate I (Jun2014) of 52.223-14.
(43) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
  (ii) Alternate I (Jun 2014) of 52.223-16.
(44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While
Driving (Jun 2020) (E.O. 13513).

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

[Contracting Officer check as appropriate.]

___ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
___ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 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 products or commercial services. Unless otherwise indicated below,
the extent of the flow down shall be as required by the clause-
(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702 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).
(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.
(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627). 
(xvi) 52.222-54, Employment Eligibility Verification (Nov 2021) (E.O. 12989).
(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
(B) Alternate I (Jan 2017) of 52.224-3.
(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

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

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
<th>DATE</th>
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<tbody>
<tr>
<td>652.225-71</td>
<td>SECTION 8(a) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED</td>
<td>AUG 1999</td>
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<td></td>
<td>(if order exceeds simplified acquisition threshold)</td>
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<tr>
<td>652.229-70</td>
<td>EXCISE TAX EXEPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES. (for supplies to be delivered to an overseas post)</td>
<td>JUL 1988</td>
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<tr>
<td>652.229-71</td>
<td>PERSONAL PROPERTY DISPOSITION A POSTS ABROAD</td>
<td>AUG 1999</td>
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<tr>
<td>652.237-72</td>
<td>OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE</td>
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</tr>
<tr>
<td>652.239-71</td>
<td>SECURITY REQUIREMENTS FOR UNCLASSIFIED RESOURCES</td>
<td>SEP 2007</td>
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<tr>
<td>652.242-70</td>
<td>CONTRACTING OFFICER’S REPRESENTATIVE (COR) Fill-in for paragraph b: “The COR is ”</td>
<td>AUG 1999</td>
</tr>
<tr>
<td>652.242-73</td>
<td>AUTHORIZATION AND PERFORMANCE</td>
<td>AUG 1999</td>
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<td>652.243-70</td>
<td>NOTICES</td>
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</tr>
<tr>
<td>652.247-71</td>
<td>SHIPPING INSTRUCTIONS</td>
<td>FEB 2015</td>
</tr>
</tbody>
</table>

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)
SECTION III. SOLICITATION PROVISIONS

FAR 52.212-1  INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (OCT 2015), is incorporated by reference (see SF-1449, Block 27A)

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at http://www.dol.gov/owcp/dlhwc/lscarr.htm]

ADDENDUM TO 52.212-1

A. SUMMARY OF INSTRUCTIONS. Each offer must consist of the following:

A.1. A completed solicitation, in which:

   a. the Standard Form – 1449 (or SF-1449) cover page (blocks 12, 17, 19-24, 26, and 30 as appropriate),

   b. Section 1 (Pricing) has been filled out. Please quote each CLIN per package per unit.

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

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

   (2) Evidence that the offeror/quoter operates an established business with permanent address telephone listing, and drawing/map of proximity requested;

   (3) List of at least 5 clients, from commercial or government side demonstrating prior experience with relevant past performance information and references (including phone number, point of contact name, email address);

   (4) Evidence that the offeror/quoter has adequate financial resources, equipment, supplies (and list of supplier), and labor for this project.

   (5) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2 above);

A.3. If required by the solicitation, provide either: reserved

A.4. Section 5 – Representation and Certifications (check in Section 5, page 16)

A.5. Quoters must register in the System for Award Management (SAM) prior to submission.

B. Quotes should be sent to the above address (SF-1449 block 9) with the mark “Quotation enclosed” on the envelope or via email maximum 10MB to jakContractingOffice-RFP@state.gov.

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

52.252-2  CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
This contract 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. Go to the internet at:


These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at http://www.statebuy.state.gov to see the link to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<table>
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<tr>
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<td>52.204-7</td>
<td>SYSTEM FOR AWARD MANAGEMENT (JUL 2013)</td>
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<tr>
<td>52.204-16</td>
<td>COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)</td>
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<td>52.214-34</td>
<td>SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)</td>
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<tr>
<td>52.225-25</td>
<td>PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)</td>
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<tr>
<td>52.237-1</td>
<td>SITE VISIT (APR 1984)</td>
</tr>
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</table>

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

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

652.206-70 Advocate for Competition/Ombudsman (FEB 2015)

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

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

(2) For all others, the Department of State Advocate for Competition at cat@state.gov.

(b) The Department of State’s Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not
participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Management Counselor at 3435-9000. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)
SECTION IV. EVALUATION FACTORS

Award will be made to the lowest priced, acceptable, responsible offeror. Proposals shall include a completed solicitation. The Government reserves the right to reject proposals that are unreasonably low or high in price.

The lowest price will be determined by multiplying the offered prices in “Prices - Continuation of SF-1449, Block 23”, and including all options. Acceptability will be determined by assessing the offeror's compliance with the terms of the RFP. Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR Subpart 9.1, including:

1. Adequate financial resources or the ability to obtain them;
2. Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
3. Satisfactory record of integrity and business ethics;
4. Necessary organization, experience, and skills or the ability to obtain them;
5. Necessary equipment and facilities or the ability to obtain them; and
6. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

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

52.217-5 EVALUATION OF OPTIONS (JUL 1990)
The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

SECTION V. REPRESENTATION AND CERTIFICATION

This section can be downloaded from website. Actual link https://id.usembassy.gov/embassy-consulates/jakarta/invitation-for-bidding/ on the right part, tab name: Section 5 – Representation and Certifications.

GENERAL
Term of payment is 30 days upon receipt of the goods/services and valid invoice/s.

Quote must reach us on or before September 16, 2022, 14.00noon WIB, via email or hand delivered to the address on SF-1449 block 9.