U.S. EMBASSY in ANKARA, TURKEY

SOLICITATION DOCUMENT

Solicitation

for

Battery Powered Moving Mast Reach Truck

Solicitation No.: PR9926832, 19TU15-22-Q-3045
General Services Office: Acquisitions
Ataturk Bul, No: 110, Ankara, Turkey
## REQUEST FOR QUOTATIONS

**THIS RFQ [ ] IS [x] IS NOT A SMALL BUSINESS-SMALL PURCHASE SET-ASIDE (52.219-4)**

<table>
<thead>
<tr>
<th>1. REQUEST NO.</th>
<th>2. DATE ISSUED</th>
<th>3. REQUISITION/PURCHASE REQUEST NO.</th>
<th>4. CERT. FOR NAT. DEF. UNDER ROSA REG. 2 AND/OR DMS REG. 1</th>
<th>RATING</th>
</tr>
</thead>
<tbody>
<tr>
<td>19TU1522-Q-3045</td>
<td>11/03/2021</td>
<td>PR9926832</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**5A. ISSUED BY**


**5B. FOR INFORMATION CALL:**

Matthew Ferry ferryms@state.gov

Procurement Agent

<table>
<thead>
<tr>
<th>6. DELIVER GOODS BY (Date)</th>
</tr>
</thead>
<tbody>
<tr>
<td>WITHIN 4 MONTHS AFTER THE AWARD</td>
</tr>
</tbody>
</table>

**7. DELIVERY**

X FOB DESTINATION OTHER (See Schedule)

**8. TO:** ALL POTENTIAL OFFERORS

**9. DESTINATION**

<table>
<thead>
<tr>
<th>a. NAME</th>
<th>b. COMPANY</th>
<th>a. NAME OF CONSIGNEE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>American Embassy Ankara</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>c. STREET ADDRESS</th>
<th>b. STREET ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Ataturk Blv. No:110 Kavaklidere</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>d. CITY</th>
<th>e. STATE</th>
<th>f. ZIP CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>06100</td>
</tr>
</tbody>
</table>

**10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date)**

11/18/2021 at 15:00 hrs

**IMPORTANT:** This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter

**11. SCHEDULE (Include applicable Federal, State and local taxes)**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
<td>(d)</td>
<td>(e)</td>
<td>(f)</td>
</tr>
<tr>
<td>1</td>
<td>Battery powered moving mast reach truck. Lift height min. 12.00 meters and lift capacity min. 1,400 kg</td>
<td>1</td>
<td>each</td>
<td>USD or EUR</td>
<td>USD or EUR</td>
</tr>
</tbody>
</table>

**12. DISCOUNT FOR PROMPT PAYMENT**

a. 10 CALENDAR DAYS %
b. 20 CALENDAR DAYS %
c. 30 CALENDAR DAYS %
d. CALENDAR DAYS NUMBER %

**NOTE:** Additional provisions and representations [x] are [] are not attached.

**13 NAME AND ADDRESS OF QUOTER**

a. NAME OF QUOTER

b. STREET ADDRESS

c. COUNTY

d. CITY

e. STATE

**15 DATE OF QUOTATION**

<table>
<thead>
<tr>
<th>16 SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**16 SIGNER**

a. NAME (Type or print)
b. TELEPHONE

c. TITLE (Type or print)

**18 SIGNATURE**

| 19 AREA CODE NUMBER |
|---------------------|-------------------|
|                     |                   |

**SBU - CONTRACTING AND ACquisitions**
REQUEST for QUOTATION for BATTERY POWERED MOVING MAST REACH TRUCK

I. SCOPE OF PURCHASE REQUEST
The vendor shall deliver required battery powered moving mast reach truck for the U.S. Embassy in Ankara. This is a firm-fixed price type of purchase order. The price listed below shall include all labor, materials, insurance, overhead and profit (see FAR 52.228-4 and 52.228-5). If not a locally manufactured equipment is proposed, customs clearance and transportation is to be included in the prices. Delivery of the required equipment is to be made to the American Embassy located in Ankara. The battery powered moving mast reach truck requirements and specifications are in the attached SF-18 form and following item. All prices shall be in U.S. Dollars or Euros.

II. GENERAL CONDITIONS:
   a. Battery Powered Moving Mast Reach Truck: if not a locally manufactured equipment, it must be legally imported to Turkey and be ready for delivery to the Embassy address within 4 months after award. Offers of battery powered moving mast reach truck which stipulate a delivery time more than 4 (four) months cannot be considered.
   b. On the invoice, each tracked lift’s serial number must be clearly stipulated.
   c. Legal Entity: Offeror must either be a legal distributor of the battery powered moving mast reach truck or shall subcontract with one of the legal distributors. Documents on the offeror’s legal entity are to be provided in the submittals. These documents may be legal distributorship certificate or other documents, and where necessary, subcontracting agreement that clearly stipulates the authority and responsibilities of each of the contracting entities. Offeror shall assume full responsibility for the delivery and commissioning of the equipment in full working order.
   d. Battery powered moving mast reach truck must come with a minimum 2-year warranty. Commitment letter certifying warranty and availability of spare parts for the ensuing 10-year after equipment delivery shall be submitted.
   e. Partial delivery of battery powered moving mast reach truck is not accepted unless U.S. Government grants a written partial delivery acceptance.

III. SPECIFICATION
The required specifications are listed below:

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>a</td>
<td>Lift capacity, min.</td>
<td>1,400 kg</td>
</tr>
<tr>
<td>b</td>
<td>Roller tilting carriage (mast extended), min.</td>
<td>12.00 m</td>
</tr>
<tr>
<td>c</td>
<td>Power</td>
<td>Electric-Battery</td>
</tr>
<tr>
<td>d</td>
<td>Overall width (front/rear), max.</td>
<td>1,600 mm</td>
</tr>
<tr>
<td>e</td>
<td>Fork length, min.</td>
<td>1,000 mm</td>
</tr>
<tr>
<td>f</td>
<td>Fork carriage width, min.</td>
<td>700 mm</td>
</tr>
<tr>
<td>g</td>
<td>Turning radius, max.</td>
<td>2,000 mm</td>
</tr>
<tr>
<td>h</td>
<td>Travel speed w.w/o. load, min.</td>
<td>10.0 km/h</td>
</tr>
<tr>
<td>i</td>
<td>Ground clearance, min.</td>
<td>70 mm</td>
</tr>
<tr>
<td>j</td>
<td>Noise level, max.</td>
<td>70 dB(A)</td>
</tr>
<tr>
<td>k</td>
<td>Battery voltage, min.</td>
<td>48V</td>
</tr>
<tr>
<td>l</td>
<td>Battery capacity, min.</td>
<td>400 Ah</td>
</tr>
<tr>
<td>m</td>
<td>Battery discharge indicator</td>
<td>Required</td>
</tr>
<tr>
<td>n</td>
<td>Selectable performance levels</td>
<td>Desirable</td>
</tr>
<tr>
<td>o</td>
<td>Speed reduction on turns</td>
<td>Desirable</td>
</tr>
</tbody>
</table>
IV. SUBMISSION OF QUOTATIONS

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

1. Standard Form 18 including V. Pricing Section.
2. Signed copy of solicitation amendments (if any).
3. For the proposals above $30,000.00, proof showing that Systems Award Management Registry, DUNS and NCAGE numbers were completed.
4. Depending on offeror’s legal entity, legal distributorship certificate and/or sub-contracting agreement.
5. Datasheets and catalogues of the proposed self-propelled tracked lifts.
6. Identification of 2-year warranty for equipment and 10-year spare parts availability.
7. Filled, signed and company sealed NDAA 889 Compliance document in Attachment 1.

Submit the complete quotation via email on or before 1500 hours, November 18th, 2021 to Ankara-GSO-Procurement-DL@state.gov. No quotation will be accepted after this date and time.

V. PRICING

The contractor shall deliver the equipment required under this contract for the following firm fixed price and within 4 months after award. This price shall include all labor, materials, overhead, profit (see FAR 52.228-4 and 52.228-5). If not a locally manufactured equipment is proposed, customs clearance and transportation is to be included in the prices. Delivery of the required equipment is to be made to the American Embassy located in Ankara. All prices shall be in U.S. Dollars or Euros and valid for 30 days.

OFFERED BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>Unit Price (USD or EUR)</th>
<th>Total Price (USD or EUR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Battery Powered Moving Mast Reach Truck. Lift height min. 12.00 meters</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

We hereby agree and commit to deliver the battery powered moving mast reach truck within ...... (say ............) weeks after the award.

Offeror’s Co.

Legal Title:______________________________ Date: __/__/___

Legal representative’s signature
VI. INVOICING and PAYMENT

1. The Contractor shall submit the invoice to the POC at the Embassy. All invoices should be VAT exempted. Government will provide VAT exemption card.

2. Payment will be made by EFT in U.S. Dollars or Euros 30 days after receipt of ordered equipment, services and proper invoice. The following information must be printed on the invoice to be considered as a proper invoice:
   a. Purchase Order Number.
   b. Description, device serial number, quantity and total.
   c. VAT Exemption.
   d. Bank Information; Bank Name, Branch name, Account no., IBAN number.

US Government has 7 calendar days to review an invoice and either return it to the contractor as improper or process the invoice for payment.

VII. DELIVERY AND RECEIPT CONDITIONS:

Battery Powered Moving Mast Reach Truck shall be delivered to the US Embassy address or designated location in Ankara in brand new, good usable order.

Delivery place is the Embassy’s address in Ankara.

The physical examination of the battery-operated moving mast reach truck according to the defined specifications will be carried out by Embassy designated personnel prior to payment.

Points of Contacts:

A/GSO Matthew Ferry will make all of the arrangements in support of contractual work associated with this instruction and facilities manager will handle the acceptance of deliverable items. Contact information for the A/GSO is as follows:

Matthew Ferry ferryms@state.gov

Financial Information:

FMC in Ankara, Turkey will arrange all payments for this service via State Department issued fund cite.

Delivery Dates and Locations:

Delivery Period: Partial deliveries are not allowed. Delivery of ordered items must be completed within 15 weeks following the purchase order being e-mailed to the awardee.

Delivery location:
Embassy’s address in Ankara. Complete delivery address will be provided to the awardee.

VIII. WARRANTY

The contractor shall clearly identify and state the warranty period which shall be minimum 2 years for the Battery Powered Moving Mast Reach Truck and 10 years for spare parts availability. The vendor shall be responsible and liable of providing the necessary compensation in case of any finding defective, faulted or shortages in the battery-operated moving mast reach truck after delivery to the Embassy.
The following DOSAR provision(s) is/are provided in full text:

Subpart 4.11—System for Award Management
4.1102 Policy.

(a) Prospective contractors shall be registered in the SAM database prior to award of a contract or agreement, except for—http://aoprals.state.gov/Web920/danger_pay_all.asp

(ii) Contracting officers located outside the United States and its outlying areas, as defined in 2.101, for work to be performed in support of diplomatic or developmental operations, including those performed in support of foreign assistance programs overseas, in an area that has been designated by the Department of State as a danger pay post (see http://aoprals.state.gov/Web920/danger_pay_all.asp)

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

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

DOSAR clauses may be accessed at: [http://www.statebuy.state.gov/dosar/dosartoc.htm](http://www.statebuy.state.gov/dosar/dosartoc.htm)

**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>52.204-9</td>
<td>Personal Identity Verification of Contractor Personnel</td>
<td>JAN 2011</td>
</tr>
<tr>
<td>52.212-4</td>
<td>Contract Terms and Conditions – Commercial Items&lt;br&gt;(Alternate I (OCT 2008) of 52.212-4 applies if the order is time-and-materials or labor-hour)</td>
<td>OCT 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>52.225-25</td>
<td>Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran – Representation and Certification</td>
<td>JUN 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 (Defense Base Act)</td>
<td>JUL 2014</td>
</tr>
<tr>
<td>52.228-4</td>
<td>Workers’ Compensation and War-Hazard Insurance</td>
<td>APR 1984</td>
</tr>
</tbody>
</table>

The following clause is provided in full text:
52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items.

As prescribed in 12.301(b)(4), insert the following clause:

Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Jan 2021)

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

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

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

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

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


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


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


__ (5) [Reserved].

RFQ for Battery Powered Moving Mast Reach Truck for Embassy, Ankara
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__ (10) [Reserved].

   __ (ii) Alternate I (Mar 2020) of 52.219-3.

__ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
   __ (ii) Alternate I (Mar 2020) of 52.219-4.

__ (13) [Reserved]

   __ (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 (Jun 2020) (15 U.S.C. 637(d)(4)).
   __ (ii) Alternate I (Nov 2016) of 52.219-9.
   __ (iii) Alternate II (Nov 2016) of 52.219-9.
   __ (iv) Alternate III (Jun 2020) of 52.219-9.
   __ (v) Alternate IV (Jun 2020) of 52.219-9.

__ (18) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
   __ (ii) Alternate I (Mar 2020) of 52.219-13.

__ (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C. 637(a)(14)).

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

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

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

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

(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) (15 U.S.C. 637(m)).


(26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (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 2020) (E.O.13126).

(29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

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

(ii) Alternate I (Feb 1999) of 52.222-26.


(ii) Alternate I (Jul 2014) of 52.222-35.


(ii) 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).


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

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

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

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

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


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

(ii) Alternate I (Jun 2014) of 52.223-14.


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

(ii) Alternate I (Jun 2014) of 52.223-16.

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

(45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

(46) 52.223-21, Foams (Jun 2016) (E.O. 13693).


(ii) Alternate I (Jan 2017) of 52.224-3.


(ii) Alternate I (Jan 2021) of 52.225-3.

(iii) Alternate II (Jan 2021) of 52.225-3.

(iv) Alternate III (Jan 2021) of 52.225-3.


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

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

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

(55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020).

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


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


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

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

(ii) Alternate I (Apr 2003) of 52.247-64.

(iii) Alternate II (Feb 2006) of 52.247-64.

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


(7) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).


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

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

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

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

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


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

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

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

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

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


(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 (Oct 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).


(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.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)
Attachment 1

CONTRACTOR’S CERTIFICATION ON COMPLIANCE WITH NATIONAL DEFENSE AUTHORIZATION ACT (NDAA)

I, certify that

(First and Last name, type or print)

I am the

(Official Title, type or print)

Company:

(Company Legal Name, Address, City, Postal Code, Country, type or print)

I completed enclosed representations and certifications related to NDAA Act accurately up to the best of my knowledge.

By signing this form, I certify that misleading or inaccurate information represents violation of False Claims Act and may result to immediate cancellation or termination of current or future contract with the U.S. Government.

(Company Seal)  Signature  Date (MM/DD/YYYY)

52.204–24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020).

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

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.

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

(e) Disclosures.

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

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

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

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

(End of provision)

52.204-26 Covered Telecommunications Equipment or Services—Representation (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)