

U.S. EMBASSY in ANKARA, TÜRKİYE

SOLICITATION DOCUMENT



Solicitation
for
Cell Phones and Accessories

Solicitation No.: PR11703767, 19TU-1523-Q-4006
General Services Office: Acquisitions
Çukurambar, 1480 Sokak No 1, Çankaya, Ankara

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| | | | | | | | |
|---|-------------------------------------|---|--|--|-----------|---|-------------|
| REQUEST FOR QUOTATIONS <i>(THIS IS NOT AN ORDER)</i> | | THIS RFQ [] IS [x] IS NOT A SMALL BUSINESS-SMALL PURCHASE SET-ASIDE (52.219-4) | | | PAGE 1 | OF 1 | PAGES 22 |
| 1. REQUEST NO. 19TU1523-Q-4006 | 2. DATE ISSUED 06/01/2023 | 3. REQUISITION/PURCHASE REQUEST NO. PR11703767 | 4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1 | | RATING | | |
| 5A. ISSUED BY General Services Office, American Embassy Ankara, Cukurambar, 1480 Sokak No 1, Cankaya, Ankara | | | | 6. DELIVER GOODS BY (Date) 07/10/2023 | | | |
| 5B. FOR INFORMATION CALL: | | | | 7. DELIVERY | | | |
| NAME Eric Parker Procurement Agent | | TELEPHONE NUMBER AREA CODE 312 312 | | NUMBER 294 00 00 294 00 00 | | <input checked="" type="checkbox"/> FOB DESTINATION OTHER (See Schedule) | |
| 8. TO: ALL POTENTIAL OFFERORS | | | | 9. DESTINATION | | | |
| a. NAME | | b. COMPANY | | a. NAME OF CONSIGNEE American Embassy Ankara | | | |
| c. STREET ADDRESS | | | | b. STREET ADDRESS Cukurambar, 1480 Sokak No 1, Cankaya | | | |
| d. CITY | | e. STATE | | f. ZIP CODE | | c. CITY Ankara | |
| | | | | d. STATE n/a | | e. ZIP CODE 06530 | |
| 10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) 06/09/2023 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)

| ITEM NO. (a) | SUPPLIES/SERVICES (b) | QUANTITY (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) |
|-----------------|--------------------------------------|-----------------|-------------|-------------------|---------------|
| 1 | iPhone 14 128GB, Midnight/Blue | 35 | each | TRY | TRY |
| 2 | iPhone USB-C Power Adapter 20W-White | 35 | each | TRY | TRY |
| | | | | | |

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

REQUEST for QUOTATION

for CELL PHONES and ACCESSORIES

I. SCOPE OF PURCHASE REQUEST

The American Embassy in **Ankara, Türkiye** requires **iPhone 14 cell phones with 128GB storage capacity**. The equipment needed for this requirement involves cell phones imported and distributed by Apple Türkiye. Offerors must be authorized reseller agent of Apple Türkiye and have ability to facilitate the purchase per the conditions set forth in this solicitation document.

The proposal must include delivery to the Embassy warehouse in Kirkkonaklar, Ankara. The cell phone requirements and specifications are in the attached SF-18 form and following item.

II. TYPE OF CONTRACT

This is a firm-fixed price type of purchase order payable entirely in Turkish Liras. The offered prices shall include all labor, materials overhead, profit, and transportation necessary to deliver the required items to the American Embassy located in Ankara unless otherwise specified (see FAR 52.228-4 and 52.228-5).

No additional sums will be payable for any escalation 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. All prices shall be in Turkish Liras.

III. GENERAL CONDITIONS

- a. All cell phones offered must already be legal imported into Türkiye at the time of offer. **Offers of cellphones not already in Türkiye cannot be considered.**
- b. Each cell phone's IMEI number condition must be certified with a printout of BTK (Bilgi Teknolojileri Kurumu) database accessible via <https://www.turkiye.gov.tr/>
- c. On the invoice, each cell phone's IMEI and serial number must be clearly stipulated. Above mentioned IMEI certification must be attached to the invoice(s).
- d. Cellular and wireless capabilities: all cell phones must support LTE bandwidths of the local service providers: Turk Telekom (Avea), Turkcell, Vodafone, etc. and must not be locked to a specific service provider.
- e. Offeror must be a legal distributor or re-seller of Apple products.
- f. Phones must come with a minimum 2-year warranty. Warranty certificates must be delivered along with the cell phones.
- g. Cell phones must be delivered in sealed, unopened original boxes.
- h. Apple Authorized Reseller or the carrier must submit Embassy orders to Apple through their portal for Apple Business Manager records. Embassy's organization ID will be provided to the awardee.
- i. Partial delivery of phones is not accepted unless U.S. Government grants a written partial delivery acceptance.

IV. SPECIFICATION

The required specifications are listed below:

1. Cell Phone Make Model: Apple iPhone 14

- a. **Finish: Midnight or Blue color** (assorted colors not allowed, whole quantity shall be of the same color)
- b. **Capacity: 128GB**
- c. **Display: 6.1"** Super Retina XDR, 2532-by-1170-pixel resolution at 460 ppi
- d. **Camera:** Dual-camera system 12MP Main: $f/1.5$ aperture | Ultra-Wide: $f/2.4$ aperture
- e. **Chip:** A15 Bionic chip 6-core CPU with 2 performance and 4 efficiency cores, 5-core GPU, 16-core Neural Engine
- f. **Cellular and Wireless:** 5G (sub-6 GHz and mmWave) with 4x4 MIMO9
Gigabit LTE with 4x4 MIMO and LAA9
Wi-Fi 6 (802.11ax) with 2x2 MIMO
Bluetooth 5.3
Ultra Wideband chip for spatial awareness10
NFC with reader mode
Express Cards with power reserve
5G NR (Bands n1, n2, n3, n5, n7, n8, n12, n14, n20, n25, n26, n28, n29, n30, n38, n40, n41, n48, n53, n66, n70, n71, n77, n78, n79)
5G NR mmWave (Bands n258, n260, n261)
FDD-LTE (Bands 1, 2, 3, 4, 5, 7, 8, 12, 13, 14, 17, 18, 19, 20, 25, 26, 28, 29, 30, 32, 66, 71)
TD-LTE (Bands 34, 38, 39, 40, 41, 42, 46, 48, 53)
UMTS/HSPA+/DC-HSDPA (850, 900, 1700/2100, 1900, 2100 MHz)
GSM/EDGE (850, 900, 1800, 1900 MHz)
- g. **Location:** GPS, GLONASS, Galileo, QZSS, and BeiDou, Digital compass, Wi-Fi, Cellular, iBeacon microlocation.
- h. **Operating System:** iOS 16
- i. **SIM Card:** Dual eSIM (two active eSIMs, stores eight or more eSIMs)
- j. **Size and Weight:** Height 5.78 inches (146.7 mm), Width 2.82 inches (71.5 mm), Depth 0.31 inch (7.80 mm), Weight 6.07 ounces (172 grams)
- k. **In the Box:** iPhone with iOS 16, USB-C to Lightning Cable, Documentation

2. Power Adapter: Apple 20W USB-C, European Plug

V. SUBMISSION OF QUOTATIONS

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

1. SF-18 including VI 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, Unique Entity Identification Number (UEI) and NCAGE numbers were completed.
4. Datasheets and catalogues of the proposed cell phones and accessories.
5. Certification that it is an authorized re-seller of the product and services proposed to the Department of State, and that it has the certification/specialization level required by the local distributor to fully support the product sale, pricing, and servicing.
6. Identification of warranty period.
7. Filled, signed and company sealed NDAA 889 Compliance document in Exhibit A.

Submit the complete quotation via email on or before 1500 hours, June 9th, 2023, Friday to Ankara-GSO-Procurement-DL@state.gov. No quotation will be accepted after this date and time.

VI. PRICING

The contractor shall deliver the equipment required under this contract for the following firm fixed price and within the time specified. The rates below shall include all costs associated with the equipment, and delivery to Embassy warehouse in Kirkkonaklar, Ankara in accordance with the requirements set forth in this solicitation document, and the manufacturer's warranty including materials, labor, insurance (see FAR 52.228-4 and 52.228-5), overhead and profit. This price shall include all labor, materials, overhead, and profit. All prices shall be in Turkish Liras and valid for 30 days.

OFFERED BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS

| | DESCRIPTION | Qty. | Unit Price (TRY) | Unit | Total Price (TRY) |
|---|--------------------------------------|-------------|-----------------------------|-------------|------------------------------|
| 1 | iPhone 14 128GB, Midnight or Blue | 35 | TRY | ea. | TRY |
| 2 | iPhone USB-C Power Adapter 20W-White | 35 | TRY | ea. | TRY |
| | TOTAL | | | | TRY |

We hereby agree and commit to deliver the above specified cell phones and accessories for Embassy Ankara with the terms and conditions stipulated in the solicitation document.

Offeror's Co.

Legal Title: _____ **Date:** __/__/__

Legal representative's signature

VII. INVOICING and PAYMENT

The contractor shall submit the invoice after all the equipment listed under this solicitation document has been delivered. The invoice must also be accompanied by documentation for the equipment delivered.

The contractor should expect payment in Turkish Liras 30 days after delivery of the equipment or 30 days after receipt of ordered commodity and proper invoice at the Embassy's payment office, whichever is later. Invoices shall be sent to the POC at the Embassy and the following email:

US Embassy ANKARA [ankara-fmc-dbo-mb@state.gov]

All invoices should be VAT exempted. Government will provide VAT exemption card.

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.

VIII. DELIVERY AND RECEIPT CONDITIONS

Cell phones shall be delivered to the US Embassy warehouse in brand new, good usable order.

Delivery place is the Embassy's warehouse address in Ankara.

The physical examination of the cell phones and accessories according to the defined specifications will be carried out by Embassy designated personnel prior to payment.

Points of Contacts:

S/GSO Eric Parker will make all of the arrangements in support of contractual work associated with this instruction and telecommunications specialist will handle acceptance of deliverable items. Contact information for the S/GSO is as follows:

S/GSO Eric Parker parkerew2@state.gov

Financial Information:

FMC in Ankara, Türkiye 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 20 (twenty) calendar days following the purchase order being e-mailed to the awardee.

Delivery location:

U.S. Embassy Warehouse
314. Cadde (Eski 22), Celik Apt. No: 11,
(Mal kabul: 313. Sokak tarafindadir)
Kirkkonaklar, Cankaya, Ankara

IX. WARRANTY

The contractor shall clearly identify and state the warranty period which shall be minimum 2 years. The vendor shall be responsible and liable of providing the necessary compensation in case of any finding defective, faulted or shortages in the cell phone(s) and accessories after delivery to the Embassy.

X. EVALUATION CRITERIA

Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price. The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments.
- satisfactory record of integrity and business ethics.
- necessary organization, experience, and skills or the ability to obtain them.
- necessary equipment and facilities or the ability to obtain them; and
- otherwise, qualified and eligible to receive an award under applicable laws and regulations.

XI. LIST OF ATTACHMENTS

| ATTACHMENT NUMBER | DESCRIPTION OF ATTACHMENT | NUMBER OF PAGES |
|-------------------|---------------------------|-----------------|
| Attachment 1 | NDAA 889 Compliance | 4 |

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

(Current thru FAC 2005-55)

COMMERCIAL ITEMS

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

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

DOSAR clauses may be accessed at: <http://www.statebuy.state.gov/dosar/dosartoc.htm>

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

| NUMBER | TITLE | DATE |
|---------------|---|-------------|
| 52.204-9 | Personal Identity Verification of Contractor Personnel | JAN 2011 |
| 52.212-4 | Contract Terms and Conditions – Commercial Items (Alternate I (OCT 2008) of 52.212-4 applies if the order is time-and-materials or labor-hour) | OCT 2018 |
| 52.225-19 | Contractor Personnel in a Diplomatic or Consular Mission Outside the United States | MAY 2020 |
| 52.225-25 | Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran – Representation and Certification | JUN 2020 |
| 52.227-19 | Commercial Computer Software License | DEC 2007 |
| 52.228-3 | Workers' Compensation Insurance (Defense Base Act) | JUL 2014 |
| 52.228-4 | Workers' Compensation and War-Hazard Insurance | APR 1984 |

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).

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

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

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

[Contracting Officer check as appropriate.]

__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (June 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

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

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

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

__ (5) [Reserved].

- __ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- __ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- __ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (31 U.S.C. 6101 note).
- __ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- __ (10) [Reserved].
- __ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C. 657a).
- __ (ii) Alternate I (Mar 2020) of 52.219-3.
- __ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- __ (ii) Alternate I (Mar 2020) of 52.219-4.
- __ (13) [Reserved]
- __ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- __ (ii) Alternate I (Mar 2020) of 52.219-6.
- __ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- __ (ii) Alternate I (Mar 2020) of 52.219-7.
- __ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- __ (17) (i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4)).
- __ (ii) Alternate I (Nov 2016) of 52.219-9.
- __ (iii) Alternate II (Nov 2016) of 52.219-9.
- __ (iv) Alternate III (Jun 2020) of 52.219-9.
- __ (v) Alternate IV (Jun 2020) of 52.219-9
- __ (18) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- __ (ii) Alternate I (Mar 2020) of 52.219-13.
- __ (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C. 637(a)(14)).

-
- __ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
 - __ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).
 - __ (22) (i) 52.219-28, Post Award Small Business Program 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 (Mar2020) (15 U.S.C. 637(m)).
 - __ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
 - __ (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15U.S.C. 637(a)(17)).
 - __ (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
 - __ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan2020) (E.O.13126).
 - __ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
 - __ (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
 - __ (ii) Alternate I (Feb 1999) of 52.222-26.
 - __ (31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
 - __ (ii) Alternate I (Jul 2014) of 52.222-35.
 - __ (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
 - __ (ii) Alternate I (Jul 2014) of 52.222-36.
 - __ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
 - __ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
 - __ (35) (i) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. chapter 78 and E.O. 13627).
 - __ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
 - __ (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

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

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

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

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

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

__ (ii) Alternate I (Jun2014) of 52.223-14.

__ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).

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

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

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

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

__ (46) 52.223-21, Foams (Jun2016) (E.O. 13693).

__ (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

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

__ (48) 52.225-1, Buy American-Supplies (Jan2021) (41 U.S.C. chapter 83).

__ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Jan 2021)(41 U.S.C.chapter83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

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

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

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

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

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

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

__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42 U.S.C. 5150).

__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

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

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

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

__ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

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

__ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

__ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

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

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

__ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).

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

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

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

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

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

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

__ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

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

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

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

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

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

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

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

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015

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

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

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

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

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

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

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

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

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

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

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii) (A) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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, of
(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 my best 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

represents that—

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

(e) *Disclosures.*

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of provision)

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