**U.S. EMBASSY FREETOWN REQUEST FOR POUCH DELIVERY SERVICE**

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

<table>
<thead>
<tr>
<th>1. REQUISITION NUMBER</th>
<th>PAGE 1 OF 22</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. CONTRACT NO.</td>
<td></td>
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<tr>
<td>3. AWARD/EFFECTIVE DATE</td>
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<td>4. ORDER NUMBER</td>
<td></td>
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<tr>
<td>5. SOLICITATION NUMBER</td>
<td></td>
</tr>
<tr>
<td>6. SOLICITATION ISSUE DATE</td>
<td>February 15, 2022</td>
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</tbody>
</table>

**SOLICITATION CODE**

<table>
<thead>
<tr>
<th>7. FOR SOLICITATION INFORMATION CALL:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martha J. Berry, +23299105500</td>
</tr>
</tbody>
</table>

**8. OFFER DUE DATE/LOCAL TIME**

February 28, 2022 @ 4:00pm

**9. ISSUED BY**

General Services Officer  
U.S. Embassy Freetown  
Southridge Hill Station  
Freetown, Sierra Leone

**10. THIS ACQUISITION IS**

- [ ] UNRESTRICTED  
- [ ] SMALL BUSINESS  
- [ ] WOMEN-OWNED SMALL BUSINESS  
- [ ] SERVICE-DISABLED  
- [ ] HUBZONE SMALL BUSINESS  
- [ ] (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:  
- [ ] EDWOSB  
- [ ] SIZE STANDARD:  

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

**12. DISCOUNT TERMS**

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

**13. METHOD OF SOLICITATION**

- [ ] RFQ  
- [ ] IFB  
- [ ] RFP

**14. ADMINISTERED BY**

General Services Officer  
U.S. Embassy Freetown  
Southridge Hill Station  
Freetown, Sierra Leone

**15. DELIVER TO**

**16. ACCOUNTING AND APPROPRIATION DATA**

<table>
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<tr>
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<tbody>
<tr>
<td>1</td>
<td>IRM-Pouch Delivery Services</td>
<td>1</td>
<td>Kg</td>
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<tr>
<th>25. TOTAL AWARD AMOUNT</th>
<th>(For Govt. Use Only)</th>
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</table>

**17a. CONTRACTOR/OFFERER**

**18a. PAYMENT WILL BE MADE BY**

**18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED**

**19a. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN**

**20. SCHEDULE OF SUPPLIES/SERVICES**

**21. QUANTITY**

**22. UNIT**

**23. UNIT PRICE**

**24. AMOUNT**

**26. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)**

<table>
<thead>
<tr>
<th>30a. SIGNATURE OF OFFEROR/CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>30b. NAME AND TITLE OF SIGNER (Type or print)</td>
</tr>
<tr>
<td>31a. NAME OF CONTRACTING OFFICER (Type or print)</td>
</tr>
<tr>
<td>31c. DATE SIGNED</td>
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</table>
Dear Prospective Offeror/Quoter:

The U.S. Embassy Freetown has a requirement for a firm fixed priced Blanket Purchase Agreement (BPA) for pouch delivery service. You are invited to submit a quotation including all documents as specified in the statement of work below. The Request for Quotation (RFQ) consists of the following sections:

1. Standard Form SF1449
2. Basic information, statement of work
3. NDAA compliance form

The Embassy plans to award a Blanket Purchase Agreement (BPA). You are encouraged to make your quotation competitive. You are also cautioned against any collusion with other potential offerors regarding price quotations to be submitted. The RFQ does not commit the U.S. Embassy to make any award. The Embassy may cancel this RFQ or any part of it at any time.

Your offer must include the following to be considered complete:

- Signed copy of the SF1449
- Active SAM.gov registration, or proof of registration process - [Entity Registration Quick Start Guides](https://www.sam.gov)
- Complete business registration documents including current domestic tax certificate
- Price list
- Service catalog
- Work plan (how packages will be handled, communication between the Embassy and offeror, delivery process and documentation etc.)
- Terms of payment
- Delivery time frame from date of request by the embassy for service upon receipt of purchase order/call
- Emergency plan on holidays
- Signed copy of the NDAA form
- Validity of offer

Please read the statement of work carefully, and if you are interested, submit your offer by completing the SF1449, NDAA compliance form and inclusion of the aforementioned documents to the address shown in block 15 of the SF1449 on or before 4:00pm February 28, 2022. Oral quotations will not be accepted. Questions related to this request shall be forwarded to FreetownGSOPProcurement@state.gov on or before February 12, 2022.

**PLACE OF PERFORMANCE:**
The Contractor shall provide pouch delivery service to the U.S. Embassy Freetown, Sierra Leone.
Responsible Offerors must be registered in SAM (http://www.sams.gov). SAM registration must be completed to receive a contract award. Offerors must respond to all criteria requested. This request is only available in English language. Please go to (http://www.sams.gov) to complete your registration.

**Primary Point of Contact**
Martha J. Berry  
Contracting Officer  
Phone: +232 99 105 500  
Email: FreetownGSOProcurement@state.gov

Sincerely,  
Martha J. Berry  
Contracting Officer

Enclosure: As Stated
STATEMENT OF WORK (SOW)

The offeror shall provide pouch delivery service of all inbound pouches from the U.S. Embassy Office in Lungi International Airport and deliver to the U.S. Embassy Freetown.

- The offeror will deliver all inbound pouches that arrive Sunday through Wednesday, immediately, no later than 24 hours (1 business day) from flight arrival at Lungi International Airport.
- The offeror will deliver all inbound pouches that arrive at Lungi Thursday through Saturday, on the next full day of business.
- All inbound pouches should be delivered within the required timeframe regardless of quantity of pouches.
- No deliveries will be made to the U.S. Embassy on Friday or holidays.
- Pouches should be delivered to U.S. Embassy Freetown between the hours of 0800 and 1700 Monday through Thursday.
**SAMPLE BPA**

1. **BPA Number [ ]**
   
The American Embassy Freetown invites you to enter into this BPA that establishes the terms and conditions applicable to future purchases of: Pouch delivery service

2. **Expiration Date:**
   
   BPA expires on [ ].

3. **Embassy Estimate:**
   
The Embassy estimates that the volume of purchases through this agreement will be [ ].

4. **Terms and Conditions:**
   
   • The Embassy is not obligated to purchase any definite amount under this agreement.
   
   • No single purchase will exceed SLL [ ].
   
   • The total amount ordered under this agreement will not exceed $250,000.
   
   • The prices to the Government shall be as low, or lower, than those charged your most favored customers for comparable quantities under similar terms and conditions, in addition to any discount for prompt payment.

5. **Authorized Employees**
   
The following employees are authorized to place orders:

<table>
<thead>
<tr>
<th>Name</th>
<th>Job Title</th>
<th>Leones Limitation</th>
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No other employee may place an order against this BPA unless authorized in writing by the contracting officer.
6. Delivery Tickets

All shipments/deliveries shall be accompanied by a delivery ticket or sales slip including the following information:

- Name of supplier
- BPA number
- Date of purchase
- Purchase number
- Itemized list of supplies or services furnished
- Quantity, unit price, and extension of each item, less applicable discounts
- Date of delivery or shipment
- Name of the authorized employee who placed the order

7. Invoices

The BPA holder shall submit a summary invoice at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period. The invoice shall identify the delivery tickets covered therein, stating the total dollar value, and supported by recent copies of the delivery tickets.

8. FAR and DOSAR Clauses:

The FAR and DOSAR clauses attached to this BPA shall apply to all purchases made under this BPA. In the event of an inconsistency between the provisions of this BPA and your invoice, the provisions of the BPA shall take precedence.

9. Acceptance:

You are requested to acknowledge acceptance of this BPA, including its terms, conditions, and clauses, by signing and returning a copy to American

Sincerely,

Contracting Officer

BPA Accepted:

_________________________  _________________________
Signature                      Date
Please indicate the remittance or check mailing address in the space provided below if different from the address to which this Agreement was addressed.
WORK REQUIREMENTS

General

The BPA Holder shall provide pouch delivery services from Lungi to the U.S. Embassy Freetown as described. This consists of provision of pouch delivery service for the U.S. Embassy within the geographic area(s) of Freetown

AUTHORIZED SERVICE REQUESTORS

The BPA setup will list the names and phone numbers of all authorized service requestor(s). Service requestors are only authorized to order service within the boundaries established in the BPA setup.

PROJECT MANAGER

The BPA holder shall designate a Project Manager who shall be the BPA Holder’s point of contact. The Project Manager shall be responsible for managing the BPA holder’s work under this agreement, including delegating requests to drivers with any instruction required and ensuring a smooth and effective operation. The BPA Holder’s Project Manager and telephone number are:

[Offeror: insert information]

Project Manager: __________________________
Telephone Manager: __________________________

DOCUMENTATION OF USAGE

Any purchase made pursuant to this agreement will be based on fixed priced quotation received by the Government from the offeror. The authorized caller who places the order, will provide full information of the time and location where the pouch must be delivered. The vendor shall provide all information of the delivery process. After the service has been provided, the BPA holder shall fill out the pouch receipt book which must indicate the date and time of service, quantity delivered, airway bill number, weight etc. The pouch receipt book must be signed by the Embassy Employee and BPA holder. The employee in turn submits their copy of the verified receipt to the authorized caller and/or BPA Administrator and finance office.
REPLACEMENT/SERVICING

The BPA Holder shall provide a replacement vehicle/boat equivalent to the type that requires replacement, due to accident, breakdown, or any other reason within one (1) hour notice by the embassy. Due to the nature of the information provided by the BPA holder regarding problems that will obstruct operations, the U.S. Embassy Freetown will use that information to determine whether the BPA holder should suffer the consequences or given a time period to address the issue (Should the BPA Holder refuse to deliver on time as described in the Statement of Work).

COMMUNICATION EQUIPMENT

The BPA Holder shall provide two-way communication equipment (such as radios or cellular phones) which will be available for use by the driver/captain at all times during the transportation process.

DISPATCH POINTS

The dispatch points will be Lungi International Airport.

LEVEL OF SERVICE – RESPONSE TIME

Vehicles/boat shall be available to pick up pouch at the above dispatch points as stated in the statement of work.

PERSONNEL

The BPA Holder shall provide qualified drivers/captain for work to be performed under this BPA. Drivers/captain employed to perform services shall be experienced and competent in the performance of such services and shall possess the appropriate license and insurance. The BPA Holder shall provide the Government all information required for drivers/captain with any security clearance, accreditation, vehicle/boat access and licenses required to provide services under this BPA. All personnel assigned for the performance of the respective services shall be regular employees of the BPA Holder. The BPA Holder shall be responsible for any corrective action, within the scope of this BPA, which may be required by the Government as a result of ascertained poor services. The Embassy Mail Room will furnish the BPA holder a “POUCH RECEIPT BOOK” on which the BPA holder will fill in the required information such as: quantity of pouch delivered, airwaybill number, date and time received, name of receiver (Embassy Staff), name and office of the BPA holder personnel delivering the pouch. The receipt book must be signed by both the BPA holder and the Embassy staff. Originals will be kept by the driver/captain, delivered to the Contractor (BPA Holder), and attached to the monthly invoice to the Embassy. Copies will be kept by the Embassy and returned to the Embassy Mail Room.

LANGUAGE STANDARDS

English Skills – Each driver/captain must be able to speak English at least a level 2. This level is defined as follows:
Speaking Level 2 (Limited Working Proficiency)

LOCAL KNOWLEDGE
Be completely familiar with the country’s (Sierra Leone) geographical area so as to know alternate routes should primary routes be impassable or otherwise not the best alternative at any given time.

LIABILITY
The BPA Holder assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the BPA Holder’s personnel in the performance of the services required under this agreement.

INSURANCE
The BPA Holder, at its own expense, shall provide and maintain during the entire period of performance of this Agreement, whatever insurance is legally necessary. The BPA Holder shall procure and maintain insurance during the entire period of performance under this BPA.

SUPPLIES AND EQUIPMENT
The BPA holder shall provide all services, vehicles/boat, fuel, gasoline, materials, supplies, labor, trade tools, equipment, maintenance services and supervision required for performance under this contract.

COMPLIANCE REQUIRED
The BPA Holder shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Unless otherwise directed by the Government, the BPA Holder shall comply with the more stringent of the requirements of such laws, regulations and orders. In the event of a conflict among the contract and such laws, regulations and orders, the BPA Holder shall promptly advise the Government of the conflict and of the BPA Holder’s proposed course of action for resolution by the Government. The BPA Holder shall be responsible for all damages to persons or property that occur as a result of the BPA Holders’ fault or negligence and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

COMMUNICATION OF DELAYS
Should the BPA holder find out that there will be delays from his/her company side to deliver pouches to the Embassy within the timeframe described in the SOW, they should notify the Embassy mailroom immediately.
**CONSEQUENCES FOR LATE OR INCOMPLETE DELIVERY**

The BPA holder shall pay to the U.S. Embassy Freetown for every hour of delay a penalty amounting to Le30,000.00. The total number of hours of delay shall not exceed 10 hours in a month. Should the number of hours of delay exceed the stated hours, the U.S. Embassy Freetown is entitled to terminate the agreement.

In the case of incomplete delivery, the BPA holder shall be responsible to trace the missing pouch and have them delivered to the U.S. Embassy Freetown within 24 hours. If the BPA holder fail to present the missing pouch or pouches at the above stated period, the BPA holder will pay for the missing pouch or pouches as per value of goods in the missing pouch or pouches; and a penalty fee of Le50,000.00 for every hour that the BPA holder fail to present the missing pouch or pouches after the 24 hours grace period.
A. SUMMARY OF INSTRUCTIONS. EACH QUOTATION MUST CONSIST OF 
THE FOLLOWING:

A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, 
and 30 as appropriate).

A.2. Information demonstrating the 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 quoter operates an established business with a permanent 
address and telephone listing;

(3) List of clients, demonstrating prior experience with relevant past 
performance information and references;

(4) Evidence that the quoter can provide the necessary personnel, equipment, 
and financial resources needed to perform the work;

(5) Evidence that the quoter has all licenses and permits required by local law 
(see DOSAR 652.242-73).

(6) Description of vehicles/boat to be used for the transport of pouch.

(7) Description of warehouse including safety features where shipments may be 
stored in the case of emergencies or uncontrollable factors.

(8) Provide a written quality assurance plan describing steps the company will 
take to ensure the quality of service required by the contract is provided.

(9) Signed copy of the SF1449

(10) Active [SAM.gov](https://www.sam.gov) registration, or proof of registration process

(11) Complete business registration documents including current domestic tax 
clearing certificate

(12) Price list

(13) Service catalog

(14) Work plan (how packages will be handled, communication between the 
Embassy and offeror, delivery process and documentation etc.)

(15) Terms of payment

(16) Delivery time frame from date of request by the Embassy for service upon 
receipt of purchase order
(18) Signed copy of the NDAA form
(18) Validity of offer
ADDENDUM TO SOLICITATION PROVISIONS

FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation solicitation provision(s) is/are incorporated by reference:

<table>
<thead>
<tr>
<th>PROVISION</th>
<th>Title and Date</th>
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<tbody>
<tr>
<td>52.203-17</td>
<td>CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)</td>
</tr>
<tr>
<td>52.204-7</td>
<td>SYSTEM FOR AWARD MANAGEMENT (OCT 2018)</td>
</tr>
<tr>
<td>52.204-16</td>
<td>COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)</td>
</tr>
<tr>
<td>52.204-18</td>
<td>COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)</td>
</tr>
<tr>
<td>52.214-34</td>
<td>Submission of Offers in the English Language (APR 1991)</td>
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</table>

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

652.206-70 Advocate for Competition/Ombudsman.

As prescribed in 606.570, insert the following provision:
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, JoEllen Gorg at +23299105500. 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)
EVALUATION FACTORS

The Government intends to award Blanket Purchase Agreement(s) (BPA) resulting from this solicitation. Specifically, the following will be reviewed:

Technical Acceptability.

Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the quoter with its quotation.

Responsibility Determination.

Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

* adequate financial resources or the ability to obtain them;
* 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
* be otherwise qualified and eligible to receive an award under applicable laws and regulations.
52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)
The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications—Commercial Items.

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

(b) Prohibition.
(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—
(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether
that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—
(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

(d) Representation. The Offeror represents that—
(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and
(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

□ 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 (AUG 2020)

(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—
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 items.

(End of clause)
52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (DEC 2019)

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

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

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

(End of provision)