<table>
<thead>
<tr>
<th>1. REQUISITION NUMBER</th>
<th>Page 1 of 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>PR10970908</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. CONTRACT NO.</th>
<th>3. AWARD/EFFECTIVE DATE</th>
<th>4. ORDER NUMBER</th>
<th>5. SOLICITATION NUMBER</th>
<th>6. SOLICITATION ISSUE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>19MK8022Q0025</td>
<td>August 3, 2022</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7. FOR SOLICITATION INFORMATION CALL</th>
<th>a. NAME</th>
<th>b. TELEPHONE NUMBER</th>
<th>8. OFFER DUE DATE/LOCAL TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</td>
<td>Aleksandar Gajdov (<a href="mailto:gajdova39@state.gov">gajdova39@state.gov</a>)</td>
<td>+38923102048</td>
<td>Aug 19, 2022/17:00h</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>9. ISSUED BY U.S. EMBASSY SKOPOJE SAMOLOVA 21 1000 SKOPOJE NORTH MACEDONIA ATTN: GSO/PROCUREMENT</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>10. THIS ACQUISITION IS</th>
<th>UNRESTRICTED</th>
<th>SET ASIDE: % FOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>_ SMALL BUSINESS</td>
<td>_ EMERGING SMALL</td>
<td></td>
</tr>
<tr>
<td>_ HUBZONE SMALL BUSINESS SMALL BUSINESS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>_ SERVICE-DISABLED VETERAN OWNED</td>
<td>_ 8(A)</td>
<td></td>
</tr>
<tr>
<td>NAICS: SIZE STD:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>11. DELIVERY FOR FOB</th>
<th>12. DISCOUNT TERMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>X SEE SCHEDULE</td>
<td></td>
</tr>
</tbody>
</table>

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

| 14. METHOD OF SOLICITATION |
| RFQ | IFB | RFP |

<table>
<thead>
<tr>
<th>15. DELIVER TO: U.S. EMBASSY SKOPOJE SAMOLOVA 21 1000 SKOPOJE NORTH MACEDONIA ATTN: MotorPool</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>16. ADMINISTERED BY U.S. EMBASSY SKOPOJE SAMOLOVA 21 1000 SKOPOJE NORTH MACEDONIA ATTN: GSO/PROCUREMENT</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>17a. CONTRACTOR/OFFEROR CODE</th>
<th>0</th>
<th>FACILITY CODE</th>
<th>18a. PAYMENT WILL BE MADE BY AMERICAN EMBASSY SKOPOJE SAMOLOVA 21 1000 SKOPOJE NORTH MACEDONIA ATTN: FMO</th>
</tr>
</thead>
</table>

| 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED |
| SEE ADDENDUM |

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SEE LINE ITEMS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>-----------</td>
<td>USD/MKD</td>
</tr>
</tbody>
</table>

| 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ___ ARE ___ ARE NOT ATTACHED. |
| 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ___ ARE ___ ARE NOT ATTACHED. |

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

| 29. AWARD OF CONTRACT: REF. OFFER DATED, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH IN HEREIN, IS ACCEPTED AS TO ITEMS: |

<table>
<thead>
<tr>
<th>30a. SIGNATURE OF OFFEROR/CONTRACTOR</th>
<th>30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>30c. DATE SIGNED</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)</th>
<th>31b. NAME OF CONTRACTING OFFICER (Type or Print)</th>
<th>31c. DATE SIGNED</th>
</tr>
</thead>
<tbody>
<tr>
<td>/Erin E. Concors</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE


Prescribed by GSA - FAR (48 CFR) 53.212

SBU - CONTRACTING AND ACQUISITIONS
## SCHEDULE OF SUPPLIES/SERVICES

<table>
<thead>
<tr>
<th>ITEM NO. (a)</th>
<th>SUPPLIES/SERVICES (b)</th>
<th>QTY (c)</th>
<th>UNIT (d)</th>
<th>UNIT PRICE (e) (MKD/USD)</th>
<th>VAT (f) (MKD/USD)</th>
<th>AMOUNT (g) (MKD/USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Passenger van, 1+8 passengers.</td>
<td>1</td>
<td>each</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Engine: Petrol/Diesel/Plug in-Hybrid/Full electric (Euro VI); Cubic capacity min 1,800 cm³.</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>- Power: min 140 HP.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Automatic transmission (optional)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Color: metallic</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- 3-point seat belts for all seats and air bags for driver and co-passenger (front +side)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- ABS + TCS (Anti-lock brake system + traction control),</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Electronic Stability Program (ESP) or equivalent,</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>- Tire pressure monitoring system (TPMS)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Cruise control, Air condition, electrical adjustable front windows, electrical adjustable and heated door mirrors, central locking with remote control, Front fog lights, Tinted rear windows, Rear additional heating and cooling, Radio with Bluetooth.</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>- Third row seats to be removable if needed</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Rear parking sensors + front (optional)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Alloy wheel rims (optional)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Warranty: minimum 2 years</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NOTE** Unit price is exempt from customs duties, excise tax and VAT. The U.S. Embassy Skopje will provide customs, excise tax and VAT exemption document from the Ministry of Foreign Affairs upon receiving a pro-forma invoice after contract award.

**NOTE** Please complete (by checking boxes) clause number (full clause further in the text):

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Aug 2020) from the clauses section further in the text and please submit it with your bid.

**NOTE** The successful offeror shall be registered in the SAM (System for Award Management) database https://www.sam.gov prior to contract award pursuant to FAR provision 5.207. Therefore, prospective offerors are encouraged to register prior to the submittal of their bid. Guidelines for registration in DUNS, NCAGE & SAM are also available at https://mk.usembassy.gov/embassy/skopje/contract-solicitations/.

---

**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: [Acquisition.gov](https://acquisition.gov) this address is subject to change.

DOSAR clauses may be accessed at: [https://acquisition.gov/dosar](https://acquisition.gov/dosar)

**FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES**

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.204-7</td>
<td>SYSTEM FOR AWARD MANAGEMENT</td>
<td>OCT 2018</td>
</tr>
<tr>
<td>52.204-9</td>
<td>Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system)</td>
<td>JAN 2011</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 (AUG 2020)

(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:


__ (5) [Reserved].


__ (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 (MAR 2020) of 52.219-6 (15 U.S.C. 644).
   __ (ii) Alternate I (MAR 2020) of 52.219-6.
   __ (15)

   __ (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)).
   __ (22)

(i) 52.219-28, Post Award Small Business Program Representation (MAY 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))*.


(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**.

(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)


(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 (MAY 2014) of 52.225-3.

(iii) Alternate II (MAY 2014) of 52.225-3.

(iv) Alternate III (MAY 2014) 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 (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).


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

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


(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:


(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).*


(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.

SBU - CONTRACTING AND ACQUISITIONS
(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).

(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).


(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 (Mar2015) 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 (DEC 2015).


(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.
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—

   a. 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:

   a. For covered equipment—

      i. 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);

      ii. 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

      iii. 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.

   b. For covered services—

      i. 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

      ii. 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 (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)
652.225-71  Section 8(a) of the Export Administration Act of 1979, As Amended (if order exceeds simplified acquisition threshold)  AUG 1999

652.229-70  Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post)  JUL 1988

652.229-71  Personal Property Disposition at Posts Abroad  AUG 1999

652.237-72  Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility)  FEB 2015

652.239-71  Security Requirements for Unclassified Information Technology Resources (for orders that include information technology resources or services in which the contractor will have physical or electronic access to Department information that directly supports the mission of the Department)  SEP 2007

652.242-70  Contracting Officer’s Representative (if a COR will be named for the order)  Fill-in for paragraph b: “The COR is ________________”  AUG 1999

652.242-73  Authorization and Performance  AUG 1999

652.243-70  Notices  AUG 1999

652.247-71  Shipping Instruction  FEB 2015

The following clause is provided in full text, and is applicable for orders for services that will require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems:

**652.204-70  DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD POLICY AND PROCEDURES (FEB 2015)**

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Policy and Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert the substance of this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Policy and Procedures may be accessed at: http://www.state.gov/m/ds/rls/rpt/c21664.htm.

(End of clause)