Request number: (PR11013372)

1. **ITEM/SERVICE DESCRIPTION**
   The United States Embassy, Muscat, requires professional services and contractor cost proposals to perform Mechanical and potable water treatment system repair/replacement work at Chancery

   A site visit is scheduled for **10:00 am, August 30, 2022**. Kindly send an email to **MuscatProcurement@state.gov** with the attendees’ name if interested to join.

   Please submit your bid/proposal via email to **MuscatProcurement@state.gov** by **3:00 pm, September 6, 2022**.

2. **PRICING TABLE:**
   The rates below include all costs associated with providing preventive maintenance services in accordance with the attached scope of work, and the manufacturer’s warranty including materials, labor, insurance (see FAR 52.228-4 and 52.228-5), overhead, profit and GST (if applicable).

   The Contractor shall provide a firm fixed price in Omani Rials for RFQ # PR11013372.

   **Name of Company & logo:**
   **Unique Entity ID (SAM Registration):**
   **Address & Phone number:**
   **Contract Person:**
   **E-mail address:**

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Description</th>
<th>Price (OMR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>Supply and install a 3” digital water flow meter with accessories in the existing copper line.</td>
<td></td>
</tr>
<tr>
<td>002</td>
<td>Replace the auto chemical dosing controller with a free chlorine sensor.</td>
<td></td>
</tr>
<tr>
<td>003</td>
<td>Replace one digital dosing pump (DDA-AR, 7.51/hr, 16bar, PVDF, FKM) for the corrosion inhibitor dosing.</td>
<td></td>
</tr>
<tr>
<td>004</td>
<td>Supply Sodium hypo chlorite (12%) 25 kg /can 2 Nos for startup.</td>
<td></td>
</tr>
</tbody>
</table>
3. **STATEMENT OF WORK (SOW)**

The contractor shall complete all work, including furnishing all labor, material, equipment and services, unless otherwise specified herein, required under this contract. For the list of the Government furnished materials see section 8 of the statement of work.

All dimensions provided in this statement of work are approximate and must be verified by the Contractor at the work site. The contractor shall visit the work site at a time designated by the Contracting Officer and inspect the work area in order to understand the existing conditions and work requirements.

The contractor shall confine all operations (including storage of materials) on the premises to areas authorized or approved by Embassy FAC personnel.

Work areas, storage areas and office areas shall be kept clean and neat. Work areas shall be cleaned daily, and debris removed from site frequently.

The contractor is responsible for protection of building hardware, equipment, ceilings, floors, and walls adjacent to the work area. Drop cloths, protective coverings, and other appropriate methods shall be used to protect these items from damage.

The contractor shall take appropriate measures to make work safe for and unobtrusive to the public and building tenants. This includes, but is not limited to, signage (warnings, detours, etc.), physical separation (barricades, partitions, etc.) and moves to limit noise, odors and dust.

All work areas, laydown areas and office areas shall be brought back to the condition to which they were provided to the contractor. Any damage caused by work associated with this contract shall be repaired and material restored to its original condition or better.

The Contractor shall perform the following services:

1. Supply and install a 3” digital water flow meter with accessories in the existing copper line.

2. Replace the auto chemical dosing controller with a free chlorine sensor.

3. Replace one digital dosing pump (DDA-AR, 7.51/hr, 16bar, PVDF, FKM) for the corrosion inhibitor dosing.

4. Supply Sodium hypo chlorite (12%) 25 kg /can 2 Nos for startup.

5. Supply corrosion inhibitor chemical (Nalco PC 900 or similar) for copper pipelines 25kg/can 2 Nos for startup.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>005</td>
<td>Supply corrosion inhibitor chemical (Nalco PC 900 or similar) for copper pipelines 25kg/can 2 Nos for startup.</td>
</tr>
<tr>
<td>006</td>
<td>Testing and commissioning of the entire water treatment system.</td>
</tr>
<tr>
<td></td>
<td>Total Project Cost</td>
</tr>
<tr>
<td></td>
<td>DBA insurance</td>
</tr>
</tbody>
</table>
6. Embassy will provide a dosing pump (existing) and two tanks for chemical dosing purposes.

7. Testing and commissioning of the entire water treatment system.

4. MATERIALS
Contractor is responsible for taking accurate field measurements for all required materials.
Demolished materials, unless specified herein, shall be removed from site by the contractor and disposed of in approved disposal sites per all applicable local and federal rules and regulations.

5. UTILITIES
The Embassy will provide to the Contractor cold water and 220V single phase electrical power at the work site. Electrical power and water will be provided at no cost to the Contractor during the work period. Both shall be utilized solely for the contracted work.

6. QUALITY CONTROL
a. A site supervisor that has a minimal knowledge of English must always be present during work on site.
   b. Materials shall be stored in such a way that they are not damaged.
   c. The Site supervisor shall ensure all materials and equipment are not damaged prior to or during installation.
   d. A joint final inspection will be held with the contractor and COR to inspect the quality of the finished works.

7. SAFETY
   a. The contractor is responsible for taking all necessary safety measures to protect the public including providing/installing protective screens, safety barriers, and signs to redirect vehicle or pedestrian traffic, etc. during the work performance.
   b. The contractor is responsible to ensure that his/her personnel wear the correct Personal Protective Equipment (PPE) for the work performed. The contractor is also responsible to provide workers who have been trained to safely use/operate all tools and equipment used in the work.
   c. Activity Hazard Analyses (AHA) shall be completed for all potentially hazardous works. Such works include, but are not limited to, the work requiring special emphasis on safety planning. All construction safety hazards associated with this project so all construction safety measures shall be strictly followed.
   d. The contractor assumes absolute responsibility and liability for all personal injuries or death and/or property damage or losses suffered due to negligence of the contractor’s personnel in the performance of the services required under this contract. The contractor’s assumption of absolute liability is independent of any insurance policies.

8. GOVERNMENT FURNISHED MATERIALS (GFM)
   None
9. **SCHEDULE**  
   a. Normal U.S Embassy business hours are 0800 to 1630, Sunday through Thursday. The contractor shall work only within normal business hours unless approval is given by the COR (work required to be done out of hours in the SOW does not require approval). The contractor may request to work out of normal business hours, but that request must be made to the COR at least 3 working days prior to the requested date.
   b. Work Required to be done Out of Normal Business Hours: None
   c. Phasing: None.
   d. The Contractor shall submit a work schedule, setting forth date, time, contents of work, personnel and timeline to completion for approval by the Contracting Officer’s Representative (COR). Schedule shall include time for shop drawings preparation and 2 weeks for review/approval by the COR. No work on site shall commence without the COR’s approval.
   e. The Contractor shall start work on site when all materials are on site and shall work diligently to complete the work once it has started (i.e., no large breaks in work).

10. **SECURITY**  
   a. A list of all personnel working on the project along with national ID shall be submitted to the embassy at least 5 working days prior to the actual starting date of the project.
   b. While on Embassy property, all personnel must always be escorted. Any personnel found unescorted will be removed from the project.
   c. Job site personnel will be issued a visitors’ badge by the Security staff and this badge must always be worn.

11. **NDAA COMPLIANCE**  
   The 2019 National Defense Authorization Act (NDAA) Sec 889 prohibits the procurement of certain technologies and services with companies or entities 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.

   As defined in statute, covered telecommunications equipment or services means:

   - Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities.
   - 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).
   - 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.
12. **OFFER REQUIREMENTS:**

Please submit your quote on or before **September 6, 2022, at 3:00 pm.** to Contracting Officer, U.S. Embassy, via **email to following email address:**

MuscatProcurement@state.gov

Please prepare a quotation on your company letterhead in accordance with the requested details of this RFQ.

Please provide reference of our Request Number: **PR11013372** in all your correspondence regarding this request for price quotation.

13. **TERMS & CONDITIONS**

   a. **INSPECTION & ACCEPTANCE:**

      A Government representative will inspect the products delivered to determine the quality and acceptability. Substandard products/services shall be returned at vendor’s expense.

   b. **MODE OF PAYMENT:**

      Through EFT within 30 days upon satisfactory completion of work/delivery of acceptable items and submission of legitimate invoice to FMO.

   c. **SUBMISSION OF INVOICE:**

      **Invoice Routing Instructions:**

      - One original invoice in pdf format to the Financial Management Center to
        MuscatInvoices@state.gov
      - Although email is the preferred method, invoices may also be submitted by mail (do not also send electronically if you mail the invoice to the following address):
        Financial Management Officer
        (FMO) US Embassy, Muscat
      - For payment related queries please contact
        MuscatInvoices@state.gov Contracting Officer takes no responsibility for payment and/or associated queries.

14. **CONTRACT CLAUSES**

   **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
52.204-9 Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system) JAN 2011

52.212-4 Contract Terms and Conditions – Commercial Items (Alternate I (MAY 2014) of 52.212-4 applies if the order is time-and-materials or labor-hour) JAN 2017

52.225-19 Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only) MAR 2008

52.227-19 Commercial Computer Software License (if order is for software) DEC 2007

52.228-3 Workers’ Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance) JUL 2014

52.228-4 Workers’ Compensation and War-Hazard Insurance (if order is for services and contractor employees are not covered by Defense Base Act insurance) APR 1984


52.249-8 Default (Fixed price Supplies and Services) APR 1984

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 2018)
(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)).
(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.]
(5) [Reserved].
*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.


(43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

(44) 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.


*(49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).


(51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).


(54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

(56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).


(59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(12)).

(60)(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.

(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:

[Contracting Officer check as appropriate.]

(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).


(8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
(11) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).
(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, and does not contain the clause at 52.215-2, Audit and Records—
Negotiation.

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

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

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

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

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

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (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 $700,000 ($1.5 million for construction of any public facility), the
subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down
required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
(x) 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.

(xi) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C.,
chapter 67). (xii)
(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to
Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May
(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017)
(B) Alternate I (Jan 2017) of 52.224-3.
(xix) 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
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 Issuance Procedures (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert 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 Issuance Procedures may be accessed at http://www.state.gov/m/ds/rls/rpt/c21664.htm.

(End of clause)
(a) The Contractor shall

(1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing workers’ compensation insurance or qualifying as a self-insurer under the Longshore and Harbor Workers’ Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act (42 U.S.C. 1651, et seq.), and continue to maintain provisions to provide such Defense Base Act benefits until contract performance is completed;

(2) Within ten days of an employee’s injury or death or from the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee’s First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers’ Compensation Act (33 U.S.C. 930(a), 20 CFR 702.201 to 702.203);

(3) Pay all compensation due for disability or death within the time frames required by the Longshore and Harbor Workers’ Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232);

(4) Provide for medical care as required by the Longshore and Harbor Workers’ Compensation Act (33 U.S.C. 907, 20 CFR 702.402 and 702.419);

(5) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers’ Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251);

(6) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment Of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers’ Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234);

(7) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers’ Compensation Act (33 U.S.C. 914(c) and (g), 20 CFR 702.234 and 702.235); and

(8) Adhere to all other provisions of the Longshore and Harbor Workers’ Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.

(b) For additional information on the Longshore and Harbor Workers’ Compensation Act requirements see http://www.dol.gov/owcp/dlhwc/lsdba.htm.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts to which the Defense Base Act applies.

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

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

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

(e) Disclosures.

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of provision)

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

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

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

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

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

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

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

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


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

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

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

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

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

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

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

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

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

(d) Reporting requirement.

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

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

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

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

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