AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	RATING

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NUMBER	5. PROJECT NUMBER (If applicable)
0005	10/29/2025	3001245023	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
BUREAU OF GLOBAL ACQUISITIONS (GA) 1200 Wilson Blvd., SA-6B ATTN: GA ARLINGTON, VA 22209 US	GAAM_ NAME Kathleen J. Mejia TEL. (202) 812-8019 EMAIL mejiakj@state.gov		

8. NAME AND ADDRESS OF CONTRACTOR (Number, street, country, state and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NUMBER
		19AQMM24R0113
	X	9B. DATED (SEE ITEM 11) 08/01/2024
		10A. MODIFICATION OF CONTRACT/ORDER NUMBER
		10B. DATED (SEE ITEM 11)
CODE / FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers [ ] is extended, [X] is not extended,

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning ____copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is to incorporate FAR CLAUSE 52.222-90, Addressing DEI Discrimination by Federal Contractors (DEVIATION APR 2026).

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kathleen J. Mejia	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By (Signature of Contracting Officer)	16C. DATE SIGNED 05/08/2026

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

Line Item Summary	Solicitation Number: 19AQMM24R0113	Contract Number:	Title: 10.29.25 NGP Recompete ATTN K.Mejia ID46		Date of Solicitation: 05/08/2026

	CLIN Funding:	Cost:
Base Totals:	Original: $0.00 Change: $0.00 Current: $0.00	Original: $0.00 Change: $0.00 Current: $0.00
Exercised Options Totals:	Original: $0.00 Change: $0.00 Current: $0.00	Original: $0.00 Change: $0.00 Current: $0.00
Unexercised Options Totals:	Original: $0.00 Change: $0.00 Current: $0.00	Original: $0.00 Change: $0.00 Current: $0.00
Base and Options Totals:	Original: $0.00 Change: $0.00 Current: $0.00	Original: $0.00 Change: $0.00 Current: $0.00

Clause	Title	Fill-ins
652.237-802	Contractor identification	
652.239-800	Cybersecurity Supply Chain Risk Management Requirements (AUG 2024)	
52.202-1	Definitions (Jun 2020)	
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)	
52.203-12	Limitation On Payments to Influence Certain Federal Transactions (Jun 2020)	
52.203-13	Contractor Code of Business Ethics and Conduct (Nov 2021)	
52.203-17	Contractor Employee Whistleblower Rights (Nov 2023)	
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)	
52.204-2	Security Requirements (Mar 2021)	
52.204-4	[Reserved]	
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011) (DEVIATION)	
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (DEVIATION JAN 2026)	

Clause	Title	Fill-ins
52.204-13	System for Award Management-Maintenance (DEVIATION JAN 2026)	
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (DEVIATION JAN 2026)	
52.204-18	Commercial and Government Entity Code Maintenance (Aug 2020)	
52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)	
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (DEVIATION JAN 2026)	
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (DEVIATION JAN 2026)	
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (DEVIATION JAN 2026)	
52.215-2	Audit and Records-Negotiation (DEVIATION FEB 2026)	
52.215-8	Order of Precedence - Uniform Contract Format (DEVIATION FEB 2026)	
52.215-19	Notification of Ownership Changes (DEVIATION FEB 2026)	
52.219-8	Utilization of Small Business Concerns (DEVIATION FEB 2026)	
52.219-9	Small Business Subcontracting Plan (DEVIATION FEB 2026)	
52.219-16	Liquidated Damages-Subcontracting Plan (DEVIATION FEB 2026)	
52.222-1	Notice to the Government of Labor Disputes (DEVIATION FEB 2026)	
52.222-3	Convict Labor (DEVIATION FEB 2026)	
52.222-4	Contract Work Hours and Safety Standards--Overtime Compensation (DEVIATION FEB 2026)	
52.222-19	Child Labor-Cooperation with Authorities and Remedies (Mar 2026)	
52.222-21	Prohibition of Segregated Facilities (Apr 2015)	
52.222-26	Equal Opportunity (Sept 2016)	
52.222-35	Equal Opportunity for Veterans (DEVIATION FEB 2026)	
52.222-36	Equal Opportunity for Workers with Disabilities (DEVIATION FEB 2026)	
52.222-37	Employment Reports on Veterans (DEVIATION FEB 2026)	
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEVIATION FEB 2026)	

Clause	Title	Fill-ins
52.222-41	Service Contract Labor Standards (DEVIATION FEB 2026)	
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (DEVIATION FEB 2026)	
52.222-50	Combating Trafficking in Persons (DEVIATION FEB 2026)	
52.222-54	Employment Eligibility Verification (DEVIATION FEB 2026)	
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026 (DEVIATION FEB 2026)	
52.222-62	Paid Sick Leave Under Executive Order 13706 (DEVIATION FEB 2026)	
52.223-5	Pollution Prevention and Right-to-Know Information (May 2024)	
52.223-6	[Reserved]	
52.223-10	Waste Reduction Program (May 2024)	
52.223-18	[Reserved]	
52.224-1	Privacy Act Notification (Apr 1984)	
52.224-2	Privacy Act (Apr 1984)	
52.224-3	Privacy Training (JAN 2017)(DEVIATION)	
52.225-5	Trade Agreements (Nov 2023)	
52.225-13	Restrictions on Certain Foreign Purchases (Feb 2021)	
52.227-1	Authorization and Consent (Jun 2020)	
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Jun 2020)	
52.227-14	Rights in Data-General (May 2014)	
52.228-5	Insurance-Work on a Government Installation (Jan 1997)	
52.229-3	Federal, State and Local Taxes (Feb 2013)	
52.232-1	Payments (Apr 1984)	
52.232-8	Discounts For Prompt Payment (Feb 2002)	
52.232-9	Limitation on Withholding of Payments (Apr 1984)	
52.232-11	Extras (Apr 1984)	
52.232-17	Interest (May 2014)	
52.232-18	Availability of Funds (Apr 1984)	
52.232-22	Limitation of Funds (DEVIATION FEB 2026)	

Clause	Title	Fill-ins
52.232-23	Assignment of Claims (May 2014)	
52.232-25	Prompt Payment (Jan 2017)	
52.232-33	Payment by Electronic Funds Transfer-System for Award Management (Oct 2018)	
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)	
52.233-1	Disputes (DEVIATION JAN 2026)	
52.233-3	Protest after Award (DEVIATION JAN 2026)	
52.233-4	Applicable Law for Breach of Contract Claim (DEVIATION JAN 2026)	
52.237-3	Continuity of Services (Jan 1991)	
52.239-1	Privacy or Security Safeguards (Aug 1996)	
52.242-13	Bankruptcy (July 1995)	
52.243-1 Alt II	Changes-Fixed-Price (DEVIATION JUN 2025) - Alternate II (JUN 2025)	
52.243-3	Changes-Time-and-Material or Labor-Hours (DEVIATION JUL 2025)	
52.244-6	Subcontracts for Commercial Products and Commercial Services (DEVIATION JAN 2026)	
52.245-1	Government Property (Sep 2021)	
52.245-9	Use and Charges (Apr 2012)	
52.246-23	Limitation of Liability (Feb 1997)	
52.246-25	Limitation of Liability-Services (Feb 1997)	
52.249-2	Termination for Convenience of the Government (Fixed-Price) (Apr 2012)	
52.249-6 Alt V	Termination (Cost-Reimbursement) (May 2004) - Alternate V (Sept 1996)	
52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984)	
52.249-14	Excusable Delays (Apr 1984)	
52.253-1	Computer Generated Forms (DEVIATION FEB 2026)	
652.215-70	EXAMINATION OF RECORDS (JAN 2022)	
652.216-70	ORDERING INDEFINITE-DELIVERY CONTRACTS (APR 2004)	
652.225-71	SECTION 8(a) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)	

Clause	Title	Fill-ins
652.232-70	Payment Schedule and Invoice Submission (Fixed-Price)(Aug 1999)	
652.239-71	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION AND COMMUNICATION TECHNOLOGY RESOURCES (DEVIATION JUL 2025)	

D-001 - DATA PACKAGING REQUIREMENTS

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practices.
(b) Classified reports, data, and documentation shall be prepared for shipment in accordance with the National Industrial Security Program Operating Manual (DOD 5220.22-M).
(*end of clause*)

D-002 - MARKING OF REPORTS

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:
(a) Name and business address of the Contractor;
(b) Contract number and delivery order number, if applicable;
(c) Date of report; and
(d) Program office(s).
(e) All reports become the property of the Department. Reports shall not contain any markings or legends which restrict the Department's use of such reports in any way.
(*end of clause*)

D-003 - PACKING OF SUPPLIES FOR DOMESTIC SHIPMENT

Supplies shall be packed for shipment in a manner that will ensure acceptance by common carriers and safe delivery at destination.
(*end of clause*)

D-004 - PACKING LIST(S)

A packing list or other suitable shipping document shall accompany each shipment and shall include the following information:
(a) Name and address of consignor;
(b) Name and address of consignee;
(c) Government contract number (and delivery order number, if used);
(d) Government bill of lading number covering the shipment, if any; and
(e) Description of the items shipped, including item number, quantity, number of containers, and package number, if any.
(*end of clause*)

D-007 - PACKAGING AND PALLETIZING

VENDOR NOTE: The packing and palletizing - if palletizing is required for this order - must conform to the standards in the International Standards for Phytosanitary Measures Publication No. 15: "Guidelines for Regulating Wood Packaging Material in International Trade" (ISPM 15) and have the appropriate markings indicating that the materials meet this standard. Any deliveries arriving at our indicated delivery address that do not meet these standards will be rejected at the vendor's expense. For any additional information concerning these requirements, please refer to the following www.cbp.gov/xp/cgov/import/commercial_enforcement/wpm OR www.aphis.usda.gov/ppq/wpm/import.html.

(*end of clause*)

D-008 - PACKAGING INSTRUCTIONS

All items must be domestic boxed. Vendor - Mark all crates and boxes with the Order No. referenced in Block 3.
(*end of clause*)

D-009 - PACKAGE MARKING

Each and every box or package containing materials shipped pursuant hereto, shall be marked with the following: the consignee address as shown in Block 6, the name and address of the contractor in Block 7, the order number in Block 3, and the requisition/ reference number in Block 4. Packing lists will be attached to the outside of the box. Palletized stacked material will not exceed the height of 52 inches. Vendor will not ship partials without the proper approval of the consignee. Vendor will supply a copy of the purchase order with the packing list.
(*end of clause*)

E-004 - INSPECTION AND ACCEPTANCE (Services)

Inspection and acceptance of the services to be provided hereunder shall be made by the Contracting Officer's Representative.
(*end of clause*)

652.237-800 - Contractor Registration in Safety and Accountability for Everyone (SAFE)

CONTRACTOR REGISTRATION IN SAFETY AND ACCOUNTABILITY FOR EVERYONE (SAFE) (MAR 2023)

All contractor employees, including subcontractor employees, that are required to possess a PIV badge and support the activities of a Department of State bureau or office on a regular basis (i.e., daily or weekly), whether onsite or remotely, shall participate in the “Safety and Accountability for Everyone” (SAFE) system. Such contractor employees shall provide their work and personal contact information in the SAFE system within 30 calendar days after the contract start date or the effective date of incorporation of this requirement into the contract, whichever is applicable, and maintain its accuracy at all times. The contractor shall include SAFE enrollment/removal as an essential task in its onboarding and out-processing procedures as employees arrive/ depart and promptly submit a SAFE service request via the IT Service Center or email AskSAFE@state.gov to request SAFE profile creation/removal. Contractors shall confirm their personnel acknowledge/respond to all notifications. The contractor shall provide a semi-annual statement that affected contractor and/or subcontractor employees have registered or been removed from SAFE and are responsive to notifications. The statement may be made via email to the Contracting Officer’s Representative (COR), or to the contracting officer if a COR is not assigned. The statement is due within 30 days of the effective date of this award, and every 6 months thereafter.

(End of clause)

G-001 - ORDERING PROCEDURES

(a) In accordance with FAR 52.216-18 "ORDERING," the following individuals and activities are authorized to issue delivery orders or task orders hereunder:
Department of State Contracting Officer
(b) Orders placed under this contract shall contain the following information:
(1) Date of order;
(2) Contract number and order number;
(3) Item number and description, quantity, and unit price;
(4) Delivery or performance date;
(5) Place of delivery or performance (including consignee);
(6) Packaging, packing, and shipping instructions, if any;
(7) Accounting and appropriation data;
(8) Security clearance level(s), applicable to the order, if any; and
(9) Any other pertinent information.
(c) Issuance of orders by facsimile is authorized in accordance with FAR 52.216-18 "ORDERING."
(*end of clause*)

INV-IPP - ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS AND INSTRUCTIONS TO IMPLEMENT USAGE OF THE INVOICE PROCESSING PLATFORM (IPP).

(a) *Definitions.* As used in these instructions

(1)"Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Payment clause included in this contract.

(b) Except as provided in paragraph (c) of these instructions, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP) at www.ipp.gov. Information regarding IPP is available on the Internet at www.ipp.gov. Assistance with the IPP application can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866)973-3131. The Contractor shall ensure that its supporting documentation conforms to IPP requirements. IPP accommodates up to **25 supporting attachments per invoice**, individual attachment file size may not exceed **ten megabytes (10mb)**. If the Contractor assesses that their supporting documentation will not reasonably conform to IPP requirements, the Contractor shall contact the Contracting Officer to explore possible alternatives. In addition, the IPP only allows certain characters to be used as the invoice number. The invoice number shall conform to the IPP convention and the attachments (if used) shall match exactly the invoice number allowed. The allowed characters in the IPP are "abcdefghijklmnopqrstuvwxyzABCDEFGHIJKLMNOPQRSTUVWXYZ0123456789-_"

(c) If the Contractor wishes to be paid via a foreign bank account, the contractor must properly fill out form GFS-FO-CLM-089 and attach it to each invoice in the IPP where payment to a foreign bank account is requested. The form can obtained by e-mailing CGFSIPPITSForm@state.gov.

(d) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing.

(e) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

[End of instructions]

52.204-21 - Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)

(a) *Definitions*. As used in this clause--

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements*. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

52.216-22 - Indefinite Quantity (DEVIATION FEB 2026)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year after contract expiration *[insert date]*.

(End of clause)

Clause 52.222-90 Addressing DEI Discrimination by Federal Contractors (DEVIATION APR 2026) was added or modified.

52.222-90 - Addressing DEI Discrimination by Federal Contractors (DEVIATION APR 2026)

(a) Definitions. As used in this clause—

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:
(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

52.223-3 - Hazardous Material Identification and Material Safety Data (DEVIATION FEB 2026)

(a) *Hazardous material*, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
(b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Safety Data Sheet submitted under this contract.

Material (if none, insert *None*)	**Identification No.**
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.
(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
(h) The Government’s rights in data furnished under this contract with respect to hazardous material are as follows:
(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—
(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
(ii) Obtain medical treatment for those affected by the material; and
(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h (1) of this clause, in precedence over any other clause of this contract providing for rights in data.
(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.223-11 - Ozone-Depleting Substances (DEVIATION FEB 2026)

(a) *Definition*. As used in this clause–
Ozone-depleting substance means any substance the Environmental Protection Agency designates in 40 CFR part 82 as—
(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
(2) Class II, including, but not limited to, hydrochlorofluorocarbons.
(b) Requirement. In accordance with 40 CFR 82.84(a)(5), the Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:
Warning: Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.
* The Contractor shall insert the name of the substance(s).

(End of clause)

52.225-8 - Duty-Free Entry (Oct 2025)

(a) *Definition*. "Customs territory of the United States" means the States, the District of Columbia, and Puerto Rico.

(b) Except as otherwise approved by the Contracting Officer, the Contractor shall not include in the contract price any amount for duties on supplies specifically identified in the Schedule to be accorded duty-free entry.

(c) Except as provided in paragraph (d) of this clause or elsewhere in this contract, the following procedures apply to supplies not identified in the Schedule to be accorded duty-free entry:

(1) The Contractor shall notify the Contracting Officer in writing of any purchase of foreign supplies (including, without limitation, raw materials, components, and intermediate assemblies) in excess of $20,000 that are to be imported into the customs territory of the United States for delivery to the Government under this contract, either as end products or for incorporation into end products. The Contractor shall furnish the notice to the Contracting Officer at least 20 calendar days before the importation. The notice shall identify the--

(i) Foreign supplies;

(ii) Estimated amount of duty; and

(iii) Country of origin.

(2) The Contracting Officer will determine whether any of these supplies should be accorded duty-free entry and will notify the Contractor within 10 calendar days after receipt of the Contractor's notification.

(3) Except as otherwise approved by the Contracting Officer, the contract price shall be reduced by (or the allowable cost shall not include) the amount of duty that would be payable if the supplies were not entered duty-free.

(d) The Contractor is not required to provide the notification under paragraph (c) of this clause for purchases of foreign supplies if--

(1) The supplies are identical in nature to items purchased by the Contractor or any subcontractor in connection with its commercial business; and

(2) Segregation of these supplies to ensure use only on Government contracts containing duty-free entry provisions is not economical or feasible.

(e) The Contractor shall claim duty-free entry only for supplies to be delivered to the Government under this contract, either as end products or incorporated into end products, and shall pay duty on supplies, or any portion of them, other than scrap, salvage, or competitive sale authorized by the Contracting Officer, diverted to nongovernmental use.

(f) The Government will execute any required duty-free entry certificates for supplies to be accorded duty-free entry and will assist the Contractor in obtaining duty-free entry for these supplies.

(g) Shipping documents for supplies to be accorded duty-free entry shall consign the shipments to the contracting agency in care of the Contractor and shall include the--

(1) Delivery address of the Contractor (or contracting agency, if appropriate);

(2) Government prime contract number;

(3) Identification of carrier;

(4) Notation "UNITED STATES GOVERNMENT, Department of State [*agency*] _____, Duty-free entry to be claimed pursuant to Item No(s) _____O [*from Tariff Schedules*] _____, Harmonized Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR Part 142 and notify A/OPE/AQM/WWD/TCA [*cognizant contract administration office*] for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates.";

(5) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight); and

(6) Estimated value in United States dollars.

(h) The Contractor shall instruct the foreign supplier to--

(1) Consign the shipment as specified in paragraph (g) of this clause;

(2) Mark all packages with the words "UNITED STATES GOVERNMENT" and the title of the contracting agency; and

(3) Include with the shipment at least two copies of the bill of lading (or other shipping document) for use by the District Director of Customs at the port of entry.

(i) The Contractor shall provide written notice to the cognizant contract administration office immediately after notification by the Contracting Officer that duty-free entry will be accorded foreign supplies or, for duty-free supplies identified in the Schedule, upon award by the Contractor to the overseas supplier. The notice shall identify the--

(1) Foreign supplies;

(2) Country of origin;

(3) Contract number; and

(4) Scheduled delivery date(s).

(j) The Contractor shall include the substance of this clause in any subcontract if--

(1) Supplies identified in the Schedule to be accorded duty-free entry will be imported into the customs territory of the United States; or

(2) Other foreign supplies in excess of $20,000 may be imported into the customs territory of the United States.

(End of clause)

52.246-24 Alt I - Limitation of Liability-High-Value Items (Feb 1997) - Alternate I (Apr 1984)

(This clause shall apply only to those items identified in this contract as being subject to this clause.)
(a) Except as provided in paragraphs (b) through (e) of this clause, and notwithstanding any other provision of this contract, the Contractor shall not be liable for loss of or damage to property of the Government (including the supplies delivered under this contract) that--
(1) Occurs after Government acceptance of the supplies delivered under this contract; and
(2) Results from any defects or deficiencies in the supplies.
(b) The limitation of liability under paragraph (a) of this clause shall not apply when a defect or deficiency in, or the Government's acceptance of, the supplies results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--
(1) All or substantially all of the Contractor's business;
(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or
(3) A separate and complete major industrial operation connected with the performance of this contract.
(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through purchase or use of the supplies required to be delivered under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects or deficiencies in, the supplies delivered under this contract.
(d)(1) This clause does not diminish the Contractor's obligations, to the extent that they arise otherwise under this contract, relating to correction, repair, replacement, or other relief for any defect or deficiency in supplies delivered under this contract.
(2) Unless this is a cost-reimbursement contract, if loss or damage occurs and correction, repair, or replacement is not feasible or desired by the Government, the Contractor shall, as determined by the Contracting Officer--
(i) Pay the Government the amount it would have cost the Contractor to make correction, repair, or replacement before the loss or damage occurred;
(ii) Provide other equitable relief.
(e) This clause shall not limit or otherwise affect the Government's rights under clauses, if included in this contract, that cover--
(1) Warranty of technical data;
(2) Ground and flight risks or aircraft flight risks; or
(3) Government property.
(End of clause)

652.204-70 - DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD POLICY AND PROCEDURES (JAN 2026)

(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)

52.204-8 - Annual Representations and Certifications (Mar 2026)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [insert NAICS code].

(2) The small business size standard is _____ [insert size standard].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

__ (i) Paragraph (d) applies.

__ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $200,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the provision at 52.204-7.

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $50,000, the basic provision applies.

(B) If the acquisition value is $50,000 or more but is less than $100,000, the provision with its Alternate II applies.

(C) If the acquisition value is $100,000 or more but is less than $105,767, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:
[*Contracting Officer check as appropriate.*]

__ (i) 52.204-17, Ownership or Control of Offeror.

__ (ii) 52.204-20, Predecessor of Offeror.

__ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

__ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

__ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

__ (vi) 52.227-6, Royalty Information.

__ (A) Basic.

__ (B) Alternate I.

__ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through *https://www.sam.gov*. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.204-24 - Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

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

(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) *Representations*. The Offeror represents that--

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

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

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

(e) *Disclosures*.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

652.225-70 - ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions.
As used in this provision:
'Foreign person' means any person other than a United States person as defined below.
'United States person' means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.
(b) Certification.
By submitting this offer, the offeror certifies that it is not:
(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
(2) Discriminating in the award of subcontracts on the basis of religion.
(End of provision)

K-005 - ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION AND DISCLOSURE

(a) The offeror certifies, to the best of its knowledge and belief, that it is / is not aware of any information bearing on the existence of any potential organizational conflict of interest, as defined in FAR 9.501, which relates to the work to be performed pursuant to this solicitation. As used herein, "offeror" means the proposer or any of its affiliates or proposed consultants or subcontractors of any tier.
(b) If the offeror is aware of any such information, the offeror shall provide a disclosure statement as part of its proposal which describes in a concise manner all relevant facts concerning any past, present, or planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder and bearing on whether the offeror may have a potential organizational conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage. The offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict.
(c) The Government will review the statement submitted and may require additional relevant information from the offeror. All such information, and any other relevant information known to the Government, will be used to determine whether an award to the offeror may create an organizational conflict of interest. If an organizational conflict of interest is found to exist, the Government may

(1) impose appropriate conditions which avoid such conflict,

(2) disqualify the offeror, or

(3) determine that it is otherwise in the best interest of the United States to contract with the offeror by including appropriate conditions mitigating such conflict in the resultant contract.

(d) Offerors should refer to FAR Subpart 9.5 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.
(e) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.
(*End of provision*)