SOLICITATION, OFFER, AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	19AQMM24R0113	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	07/08/2024	3001245023

7. ISSUED BY	CODE: AOPE_	8. ADDRESS OFFER TO (If other than Item 7)
OFC OF PROCUREMENT EXECUTIVE (A/OPE) 1701 NORTH FORT MYER DR ATTN: RM 500, US DEPT OF STATE ARLINGTON, VA 22209		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and ____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in ____ until ____ local time ____

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION E-MAIL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)	C. E-MAIL ADDRESS
	Kathleen J. Mejia	(202) 812-8019	mejiakj@state.gov

11. TABLE OF CONTENTS (See Table of Contents on page 2)

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - SCHEDULE				PART II - CONTRACT CLAUSES	
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	Contract
	B	SUPPLIES OR SERVICES AND PRICES/COSTS				PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS	
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE					
	G	CONTRACT ADMINISTRATION DATA			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days *(60 calendar days unless a different period is inserted by the offeror)* from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.232-8)*	10 CALENDAR DAYS(%)	20 CALENDAR DAYS(%)	30 CALENDAR DAYS(%)	0 CALENDER DAYS(%)
	0.00 %	0.00 %	0.00 %	0.00 %

14. ACKNOWLEDGEMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CONTACT:	UEI:	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or Print)*

15B. TELEPHONE NUMBER	☐ 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:	23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*	ITEM
☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 253(c) ( )		

24. ADMINISTERED BY *(if other than Item 7)* CODE:	25. PAYMENT WILL BE MADE BY CODE:

26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	28. DATE
Kathleen J. Mejia		

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Line Item No.	Description	Quantity	Unit	Unit Price	Total Cost
001	NEXT GENERATION PASSPORT PRINTER SUPPORT AND RELATED SUPPLIES AND EQUIPMENT In order to preserve RFP formatting, Sections B, F, H, J, L, and M are contained in the attached Appendix I. Section C is contained in the attached Appendix 2. Sections D, E, G, I, and K are procurement system generated and are included with this SF33. Type of Contract Pricing: Doc Ref No: 3001245023 **Delivery Date** **FOB:**	**1.00**	**EA**	**$0.00**	**$0.00**

Section D - Packaging and Marking

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*)

Section E - Inspection and Acceptance

Clause	Title	Fill-ins
52.246-2	Inspection of Supplies-Fixed-Price (Aug 1996)	
52.246-4	Inspection of Services-Fixed-Price (Aug 1996)	
52.246-6	Inspection-Time-and-Material and Labor-Hour (May 2001)	
52.246-16	Responsibility for Supplies (Apr 1984)	

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*)

E-007 - ACCEPTANCE AND ACCEPTANCE TESTING

The Contracting Officer and/or his/her representatives are responsible for inspection and acceptance of the Contractor’s effort under this contract. Acceptance testing occurs in three phases. First, when the Government places a printer order, factory acceptance testing (FAT) is required before each Personalization Printer leaves the factory. Second, after the contractor installs the equipment and adjusts it to specification at the Government Domestic Passport Sites, listed in Attachment B, the contractor shall conduct Government acceptance testing witnessed by Government-designated personnel according to Government-approved Installation Test Plans/Procedures. Third, prior to each printer being accepted for live production, the Government will also perform its own acceptance testing of each printer using its own personnel based on Government-determined criterion. At each phase, there will be an audit log produced for Government approval. The contractor should produce a running audit-log of these items and make it available on

a government approved system for retrieval. This includes the approved layout alignment, mechanical positions and operational of consistence productions per printer.

Section G - Contract Administration Data

Clause	Title	Fill-ins
652.237-802	Contractor identification	
652.239-800	Cybersecurity Supply Chain Risk Management Requirements	

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)

652.242-70 - CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name and position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR is Shirl D. Coley, ColeySD2@state.gov.

(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*)

G-002 - CONTRACT ADMINISTRATION DATA

Contracting Officer: Kathleen J. Mejia
Telephone Number: (202) 812-8019 - cell, (771) 205-1837 - (Teams)
First Class Mailing:
U.S. Department of State
Office of Acquisition Management
P.O. Box 9115, Rosslyn Station
Arlington, Virginia 22219
Contracting Officer's Representative (COR): Refer to DOSAR clause 652.242-70

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]

Section I - Contract Clauses

52.252-2 - Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more 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/these address(es):

https://www.acquisition.gov/browse/index/far
https://www.acquisition.gov/dosar

_____
[Insert one or more Internet addresses]
(End of clause)

Clause	Title	Fill-ins
52.202-1	Definitions (Jun 2020)	
52.203-3	Gratuities (Apr 1984)	
52.203-5	Covenant Against Contingent Fees (May 2014)	
52.203-6	Restrictions on Subcontractor Sales to the Government (Jun 2020)	
52.203-7	Anti-Kickback Procedures (Jun 2020)	
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)	
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)	

Clause	Title	Fill-ins
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)	
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)	
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52.215-2	Audit and Records-Negotiation (Jun 2020)	
52.215-8	Order of Precedence - Uniform Contract Format (Oct 1997)	
52.215-19	Notification of Ownership Changes (Oct 1997)	
52.219-8	Utilization of Small Business Concerns (Feb 2024)	
52.219-9	Small Business Subcontracting Plan (Sep 2023)	
52.219-16	Liquidated Damages-Subcontracting Plan (Sep 2021)	
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	
52.222-3	Convict Labor (June 2003)	
52.222-4	Contract Work Hours and Safety Standards--Overtime Compensation (May 2018)	

Clause	Title	Fill-ins
52.222-19	Child Labor-Cooperation with Authorities and Remedies (Feb 2024)	
52.222-21	Prohibition of Segregated Facilities (Apr 2015)	
52.222-26	Equal Opportunity (Sept 2016)	
52.222-35	Equal Opportunity for Veterans (Jun 2020)	
52.222-36	Equal Opportunity for Workers with Disabilities (Jun 2020)	
52.222-37	Employment Reports on Veterans (Jun 2020)	
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)	
52.222-41	Service Contract Labor Standards (Aug 2018)	
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018)	
52.222-50	Combating Trafficking in Persons (Nov 2021)	
52.222-54	Employment Eligibility Verification (May 2022)	
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022)	
52.222-62	Paid Sick Leave Under Executive Order 13706 (Jan 2022)	
52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)	
52.223-6	Drug-Free Workplace (May 2001)	
52.223-10	Waste Reduction Program (Jun 2011)	
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020)	
52.224-1	Privacy Act Notification (Apr 1984)	
52.224-2	Privacy Act (Apr 1984)	
52.224-3	Privacy Training (Jan 2017)	
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)	

Clause	Title	Fill-ins
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 (Apr 1984)	
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 (May 2014)	
52.233-3	Protest after Award (Aug 1996)	
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	
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 (Aug 1987) - Alternate II (Apr 1984)	
52.243-3	Changes-Time-and-Material or Labor-Hours (Sept 2000)	
52.244-6	Subcontracts for Commercial Products and Commercial Services (Feb 2024)	
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)	

Clause	Title	Fill-ins
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 (Jan 1991)	
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)	
652.232-70	Payment Schedule and Invoice Submission (Fixed-Price)(Aug 1999)	
652.237-72	OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (FEB 2015)	
652.239-71	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (SEP 2007)	

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)

52.216-18 - Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through expiration date [*insert dates*].
(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
(c) A delivery order or task order is considered "issued" when--
(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
(3) If sent electronically, the Government either--
(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
(ii) Distributes the delivery order or task order via email to the Contractor's email address.
(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 - Order Limitations (Oct 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than $100 [*insert dollar figure or quantity*], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
(b) *Maximum order*. The Contractor is not obligated to honor--
(1) Any order for a single item in excess of to be determined after award [*insert dollar figure or quantity*];
(2) Any order for a combination of items in excess of to be determined after awar [*insert dollar figure or quantity*]; or
(3) A series of orders from the same ordering office within thirty days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 365 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
(End of clause)

52.216-22 - Indefinite Quantity (Oct 1995)

(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 effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective 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)

52.217-8 - Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty days prior to contract expiration [*insert the period of time within which the Contracting Officer may exercise the option*].
(End of clause)

52.217-9 - Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days [*insert the period of time within which the Contracting Officer may exercise the option*]; provided that the Government gives the Contractor a preliminary

written notice of its intent to extend at least 30 days [*60 days unless a different number of days is inserted*] before the contract expires. The preliminary notice does not commit the Government to an extension.
(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years (months) (years).
(End of clause)

52.223-3 - Hazardous Material Identification and Material Safety Data (Feb 2021)

(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 Material 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 Material 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 Material 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 paragraph (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 and High Global Warming Potential Hydrofluorocarbons (Jun 2016)

(a) *Definitions*. As used in this clause--
"Global warming potential" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.
"High global warming potential hydrofluorocarbons" means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR Part 82 subpart G with supplemental tables of alternatives available at (*http://www.epa.gov/snap/*).
"Hydrofluorocarbons" means compounds that only contain hydrogen, fluorine, and carbon.
"Ozone-depleting substance," means any substance the Environmental Protection Agency designates in 40 CFR part82 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) 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).
(c) *Reporting*. For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall--
(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by--
(i) Type of hydrofluorocarbon (*e.g.*, HFC-134 a, HFC-125, R-410 A, R-404 A, etc.);
(ii) Contract number; and
(iii) Equipment/appliance;
(2) Report that information to the Contracting Officer for FY16 and to *www.sam.gov*, for FY17 and after--
(i) Annually by November 30 of each year during contract performance; and
(ii) At the end of contract performance.
(d) The Contractor shall refer to EPA's SNAP program (available at *http://www.epa.gov/snap*) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables available at *http://www.epa.gov/snap*.
(End of clause)

52.227-23 - Rights to Proposal Data (Technical) (June 1987)

Except for data contained on pages _____, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data-General" clause contained in this contract) in and to the technical data contained in the proposal dated _____, upon which this contract is based.
(End of clause)

52.232-7 - Payments under Time-and-Materials and Labor Hour Contracts (Nov 2021)

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) *Hourly rate*. (1) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

(iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted not more than once every two weeks, to the Contracting Officer or authorized representative. A small business concern may receive more frequent payments than every two weeks. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by--

(i) Individual daily job timekeeping records;

(ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or

(iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed $50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) *Materials*. (1) For the purpose of this clause--

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Materials means*--

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial product or commercial service in Federal Acquisition Regulation (FAR) 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(i) Quantities being acquired; and

(ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor--

(i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with FAR subpart 31.2 in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are--

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractor's written or established accounting practices; and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

(6) To the extent able, the Contractor shall--

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) *Ceiling price*. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) *Audit.* At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 120 days (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) *Assignment and Release of Claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) *Interim payments on contracts for other than services*. (1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(i) *Interim payments on contracts for services*. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(End of clause)

52.244-2 - Subcontracts (Jun 2020)

(a) *Definitions.* As used in this clause--
"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).
"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.
"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.
(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--
(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or
(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.
(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:
TO BE COMPLETED AFTER AWARD
(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:
(i) A description of the supplies or services to be subcontracted.
(ii) Identification of the type of subcontract to be used.
(iii) Identification of the proposed subcontractor.
(iv) The proposed subcontract price.
(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
(vii) A negotiation memorandum reflecting--
(A) The principal elements of the subcontract price negotiations;
(B) The most significant considerations controlling establishment of initial or revised prices;
(C) The reason certified cost or pricing data were or were not required;
(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--
(1) Of the acceptability of any subcontract terms or conditions;
(2) Of the allowability of any cost under this contract; or
(3) To relieve the Contractor of any responsibility for performing this contract.
(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:
TO BE COMPLETED AFTER AWARD
(End of clause)

52.246-20 - Warranty of Services (May 2001)

(a) *Definition*. "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.
(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date of acceptance by the Government [*Contracting Officer shall insert*

the specific period of time in which notice shall be given to the Contractor; e.g.,"within 30 days from the date of acceptance by the Government,"; within 1000 hours of use by the Government;" or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time].
This notice shall state either--
(1) That the Contractor shall correct or reperform any defective or nonconforming services; or
(2) That the Government does not require correction or reperformance.
(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.
(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.
(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 (FEB 2015)

a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Policy and Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert the substance of this clause in all subcontracts when the subcontractor’s employees will require frequent and continuing access to DOS facilities, or information systems.
(b) The DOS Personal Identification Card Policy and Procedures may be accessed at at https://usdos.sharepoint.com/sites/DS-In/C/ST/SSI/NSM/IDM/OneBadge/SitePages/OneBadge.aspx.

(End of clause)

Section K - Representations, Certifications, and Other Statements of Offerors or Respondents

52.204-8 - Annual Representations and Certifications (Feb 2024)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541519 [insert NAICS code].

(2) The small business size standard is $34.0 million [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:

X (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 $150,000.

(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 USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement 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 clause 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 $102,280, 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.*]

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

X (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) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

__ (vii) 52.227-6, Royalty Information.

__ (A) Basic.

__ (B) Alternate I.

__ (viii) 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*)