

## SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

<b>NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 &amp; 30</b>				1. REQUISITION NUMBER PR15714177		PAGE 1 OF 64	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE See Block 31c		4. ORDER NUMBER		5. SOLICITATION NUMBER 19AQQM26Q0271	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Eric R. Modrak				b. TELEPHONE NUMBER (No collect calls) 771-205-2154	
						8. OFFER DUE DATE / LOCAL TIME 07/10/2026 17:00	
9. ISSUED BY BUREAU OF GLOBAL ACQUISITIONS (GA) 1200 Wilson Blvd., SA-6B ATTN: GA ARLINGTON, VA 22209				CODE GAAM_		10. THE ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: % FOR	
				<input checked="" type="checkbox"/> SMALL BUSINESS		<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB)	
				<input type="checkbox"/> HUBZONE SMALL BUSINESS		<input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)	
				<input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)		NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 541519 SIZE STANDARD: \$34,000,000	
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 %		13a. THIS CONTRACT IS RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> REQUEST FOR QUOTE (RFQ) <input type="checkbox"/> INVITATION FOR BID (IFB) <input type="checkbox"/> REQUEST FOR PROPOSAL (RFP)	
15. DELIVER TO		CODE		16. ADMINISTERED BY Mexico City GA/AM Mexico City Bureau of Global Acquisitions Mexico		CODE GAAM	
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY IPP Invoices to be uploaded to Invoice Processing Platform at <a href="http://www.ipp.gov">http://www.ipp.gov</a> CHARLESTON, SC 29415	
Contact Telephone No.		UEI:					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES (Use Reverse and/or Attach Additional Sheets as Necessary)			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
See Line Information							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Government Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE OFFER DATED ____ . YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT) Eric R. Modrak		31c. DATE SIGNED 06/18/2026	

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 11/2021)  
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY <i>(Print)</i>		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT <i>(Location)</i>	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

**Section A - Solicitation/Contract Form**

Line Item Summary	Solicitation Number: 19AQMM26Q0271	Contract Number:	Title: Mexican Criminal Courts Telepresence		Date of Solicitation: 06/18/2026
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**Project ID: WHP.MX.0101 approved by INL Mexico Director on 01/20/2026.**

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
001	PSC: DG10 PSC Description: IT AND TELECOM - NETWORK AS A SERVICE Type of Contract Pricing: Firm Fixed Price	2.0	EA	\$0.00	\$0.00

**Period of Performance:** 09/01/2026 - 08/31/2027**Description:** INFRASTRUCTURE, HARDWARE, SOFTWARE, LICESNCS PER COMPLETED ATTACHMENT 2

Priced per state and must include all hardware and software as required in Attachment A and detailed in Attachment 2 plus any additional equipment deemed necessary by the contractor and included in their quotation to provide the required solution.

BASE YEAR

**Reference Line:** PR15714177 - 001**Pricing Options:** Base

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
002	PSC: DG10 PSC Description: IT AND TELECOM - NETWORK AS A SERVICE Type of Contract Pricing: Firm Fixed Price	2.0	EA	\$0.00	\$0.00

**Period of Performance:** 09/01/2026 - 08/31/2027**Description:** IMPLEMENTATION AND INSTALLATION SERVICES PER SITE

Priced per state site and will be billable once the Government inspects and accepts the solution confirming that it is fully functional and complies with all SOW requirements.

BASE YEAR

**Reference Line:** PR15714177 - 002**Pricing Options:** Base

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
003	PSC: R704 PSC Description: SUPPORT- MANAGEMENT: AUDITING Type of Contract Pricing: Firm Fixed Price	12.0	MO	\$0.00	\$0.00

**Description:** WARRANTY AND TECHNICAL SUPPORT: STATE 1

In accordance with Section 8.4 to be billed monthly in arrears, 12 months for each state site and periods of performance may differ based on when each state is installation is accepted

BASE YEAR

**Reference Line:** PR15714177 - 003**Pricing Options:** Base

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
004	PSC: R704 PSC Description: SUPPORT- MANAGEMENT: AUDITING Type of Contract Pricing: Firm Fixed Price	12.0	MO	\$0.00	\$0.00

**Description:** WARRANTY AND TECHNICAL SUPPORT: STATE 2

In accordance with Section 8.4 to be billed monthly in arrears, 12 months for each state site and periods of performance may differ based on when each state is installation is accepted.

BASE YEAR

	<b>Reference Line:</b> PR15714177 - 003				
	<b>Pricing Options:</b> Base				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
005	PSC: DG10 PSC Description: IT AND TELECOM - NETWORK AS A SERVICE Type of Contract Pricing: Firm Fixed Price	2.0	EA	\$0.00	\$0.00
	<b>Period of Performance:</b> 09/01/2026 - 08/31/2027				
	<b>Description:</b> TRAVEL, LODGING, & TRANSPORTATION COSTS Travel, lodging, and transportation costs priced per state site. Includes the full amount of travel required by the SOW and in alignment with the contractor's quoted technical approach. BASE YEAR				
	<b>Reference Line:</b> PR15714177 - 001				
	<b>Pricing Options:</b> Base				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
006	PSC: DG10 PSC Description: IT AND TELECOM - NETWORK AS A SERVICE Type of Contract Pricing: Firm Fixed Price	1.0	EA	\$0.00	\$0.00
	<b>Period of Performance:</b> 09/01/2027 - 08/31/2028				
	<b>Description:</b> DEFENSE BASE ACT (DBA) INSURANCE Defense Base Act (DBA) Insurance. FFP Direct Reimbursement, no loading applied, in accordance with the contractor's quotation and subject to documentation of payment. BASE YEAR				
	<b>Pricing Options:</b> Base				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
007	PSC: R704 PSC Description: SUPPORT- MANAGEMENT: AUDITING Type of Contract Pricing: Firm Fixed Price	4.0	EA	\$0.00	\$0.00
	<b>Period of Performance:</b> 09/01/2027 - 08/31/2028				
	<b>Description:</b> VALUE ADDED TAX (VAT) Value Added Tax (VAT) for purchases in Mexico in accordance with the contractor's quotation. VAT is priced as FFP as the billed amount shall not exceed the unit price on this CLIN. However, actual VAT payments under this CLIN remain contingent on the contractor complying with VAT requirements found in the SOW and providing the contractually required documentation. Therefore, actual VAT reimbursements may be less than the unit prices listed on this CLIN. BASE YEAR				
	<b>Pricing Options:</b> Base				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1001	PSC: DG10 PSC Description: IT AND TELECOM - NETWORK AS A SERVICE Type of Contract Pricing: Firm Fixed Price	2.0	EA	\$0.00	\$0.00
	<b>Period of Performance:</b> 09/01/2027 - 08/31/2028				
	<b>Description:</b> INFRASTRUCTURE, HARDWARE, SOFTWARE, LICESNCS PER COMPLETED ATTACHMENT 2 Priced per state and must include all hardware and software as required in Attachment A and detailed in Attachment 2 plus any additional equipment deemed necessary by the contractor and included in their quotation to provide the required solution. OPTION YEAR 1				
	<b>Reference Line:</b> PR15714177 - 001				
	<b>Pricing Options:</b> Unexercised Option 001				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1002	PSC: DG10 PSC Description: IT AND TELECOM - NETWORK AS A SERVICE Type of Contract Pricing: Firm Fixed Price	2.0	EA	\$0.00	\$0.00
	<b>Period of Performance:</b> 09/01/2027 - 08/31/2028				
	<b>Description:</b> IMPLEMENTATION AND INSTALLATION SERVICES PER SITE Priced per state site and will be billable once the Government inspects and accepts the solution confirming that it is fully functional and complies with all SOW requirements. OPTION YEAR 1				
	<b>Reference Line:</b> PR15714177 - 002				
	<b>Pricing Options:</b> Unexercised Option 002				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1003	PSC: R704 PSC Description: SUPPORT- MANAGEMENT: AUDITING Type of Contract Pricing: Firm Fixed Price	12.0	MO	\$0.00	\$0.00
	<b>Description:</b> WARRANTY AND TECHNICAL SUPPORT: STATE 3 In accordance with Section 8.4 to be billed monthly in arrears, 12 months for each state site and periods of performance may differ based on when each state is installation is accepted OPTION YEAR 1				
	<b>Reference Line:</b> PR15714177 - 003				
	<b>Pricing Options:</b> Unexercised Option 003				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1004	PSC: R704 PSC Description: SUPPORT- MANAGEMENT: AUDITING Type of Contract Pricing: Firm Fixed Price	12.0	MO	\$0.00	\$0.00
	<b>Description:</b> WARRANTY AND TECHNICAL SUPPORT: STATE 4 In accordance with Section 8.4 to be billed monthly in arrears, 12 months for each state site and periods of performance may differ based on when each state is installation is accepted. OPTION YEAR 1				
	<b>Reference Line:</b> PR15714177 - 003				
	<b>Pricing Options:</b> Unexercised Option 004				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1005	PSC: DG10 PSC Description: IT AND TELECOM - NETWORK AS A SERVICE Type of Contract Pricing: Firm Fixed Price	2.0	EA	\$0.00	\$0.00
	<b>Period of Performance:</b> 09/01/2027 - 08/31/2028				
	<b>Description:</b> TRAVEL, LODGING, & TRANSPORTATION COSTS Travel, lodging, and transportation costs priced per state site. Includes the full amount of travel required by the SOW and in alignment with the contractor's quoted technical approach. OPTION YEAR 1				
	<b>Reference Line:</b> PR15714177 - 001				
	<b>Pricing Options:</b> Unexercised Option 005				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1006	PSC: DG10 PSC Description: IT AND TELECOM - NETWORK AS A SERVICE Type of Contract Pricing: Firm Fixed Price	1.0	EA	\$0.00	\$0.00
	<b>Period of Performance:</b> 09/01/2027 - 08/31/2028				
	<b>Description:</b> DEFENSE BASE ACT (DBA) INSURANCE Defense Base Act (DBA) Insurance. FFP Direct Reimbursement, no loading applied, in accordance with the contractor's quotation and subject to documentation of payment. OPTION YEAR 1				
	<b>Pricing Options:</b> Unexercised Option 006				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1007	PSC: DG10 PSC Description: IT AND TELECOM - NETWORK AS A SERVICE Type of Contract Pricing: Firm Fixed Price	1.0	EA	\$0.00	\$0.00
	<b>Period of Performance:</b> 09/01/2027 - 08/31/2028				
	<b>Description:</b> VALUE ADDED TAX (VAT) Value Added Tax (VAT) for purchases in Mexico in accordance with the contractor's quotation. VAT is priced as FFP as the billed amount shall not exceed the unit price on this CLIN. However, actual VAT payments under this CLIN remain contingent on the contractor complying with VAT requirements found in the SOW and providing the contractually required documentation. Therefore, actual VAT reimbursements may be less than the unit prices listed on this CLIN. OPTION YEAR 1				
	<b>Pricing Options:</b> Unexercised Option 007				

**INL SBO approval to sub-obligate received via PCN approval on 04/23/26 (ref. Project #E5 pg. 36).**

CLIN Funding:		Cost:
<b>Base Totals:</b>	\$0.00	\$0.00
<b>Exercised Options Totals:</b>	\$0.00	\$0.00
<b>Unexercised Options Totals:</b>	\$0.00	\$0.00
<b>Base and Options Totals:</b>	\$0.00	\$0.00

## Section A - Solicitation/Contract Form

Identifier	Title	Date	Number of Pages
1	Attachment 1 26Q0271 FINAL.pdf	06/18/2026	
2	Attachment_2_Price_Matrix26Q0271.xlsx	06/18/2026	
3	Attachment 3- PPR Information Form (26Q0271).docx	06/18/2026	
4	Attachment 4 PPIQ 19AQMM26Q0271.docx	06/18/2026	
5	Attachment 5 C-SCRM Questionnaire.xlsx	06/18/2026	
6	Attachmment 6 Self Attestation_Common_Form_FINAL_508c.pdf	06/18/2026	
7	Attachment A 26Q0271.pdf	06/18/2026	

Clause	Title	Fill-ins
52.203-6	Restrictions on Subcontractor Sales to the Government (Jun 2020)	
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)	
52.203-11	Certification And Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2024)	

Clause	Title	Fill-ins
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation (Jan 2017)	
52.204-7	System for Award Management - REGISTRATION (DEVIATION JAN 2026)	

### **B.1 - General Description**

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The contractor shall perform the effort required under this commercial definitive contract on a firm-fixed price (FFP) basis. The work shall be performed in accordance with the contract.

### **B.2 - Supplies & Services Required**

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The Government will provide points of contact at the relevant border state Government of Mexico (GOM) entities.

Firm-Fixed Price rates provided by the contractor shall be fully loaded and inclusive of all costs for which the contractor expects compensation. The contractor shall furnish all personnel, equipment, material, supplies, logistical support, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incidental to, the performance of work as described in Section C. Statement of Work and the contractor's own technical proposal. Any and all necessary travel costs for which the contract expects compensation shall be included in the firm-fixed price rate.

The contractor must separately price VAT and DBA insurance (if applicable) in accordance with the SOW and Schedule.

### **B.3 - Type of Contract**

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This solicitation and subsequent award will be for a purchase order and will follow FAR Part 12- Acquisition of Commercial Items utilizing policies and procedures from FAR 12.201

The government intends to award a single purchase order under NAICS code 541519.

### **B.4 - Pricing**

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The contractor shall provide fully loaded firm-fixed price rates for the complete scope of work as required in the Statement of Work.

CLIN X001: Hardware Infrastructure/ Software/Licenses: This will be priced per state and must include all hardware and software as required in Attachment 1 plus any additional equipment

deemed necessary by the contractor and included in their proposal to provide the required solution.

CLIN X002: Implementation and Installation Services: This will be priced per state and will be billable once the Government inspects and accepts the solution confirming that it is fully functional and complies with all SOW requirements.

CLIN X003 and CLIN X004: Warranty and Technical Support: In accordance with Section 8.4 to be billed monthly in arrears, 12 months for each state and periods of performance may differ based on when each state is completed

CLIN X005: Travel, lodging, and transportation costs should consider the full amount of travel required by the SOW and align with the contractor's technical approach to as described in the quotation.

CLIN X006 and CLIN X007: DBA Insurance and VAT are separately priced and will be treated as direct reimbursements. VAT reimbursements are subject to providing the required documentation as described in Section 13.

**NOTE: The scope of this contract includes a total of four (4) state implementations, with two (2) in the base year. Option Year 1 quantities envision a total of two (2) states with two (2) corresponding implementations. The government reserves the right to partially exercise OY1 for only one (1) state with one (1) corresponding implementation, if determined to be in the Government's best interest.**

#### **C.1 - Statement of Work**

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See Attachment 1. Attachment A contains the required hardware and software for each state.

#### **C.2 - Value Added Tax (VAT) in Mexico and Reimbursement Requirements**

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### **VAT RECLAMATION**

Value Added Tax (VAT) is 16% or the one stated in the Value Added Mexican Law Tax (VAT: <https://www.diputados.gob.mx/LeyesBiblio/pdf/LIVA.pdf>), for payments associated with the in-country purchases of goods, materials or services required to perform this contract.

The contractor shall follow the invoicing procedures established by INL to allow the U.S.

Embassy Mexico to reclaim the IVA/VAT taxes charged. VAT, or "IVA" as it is known in Mexico, shall be itemized in all invoices. In order for the contractor to claim VAT on its invoices, the Contractor is required to obtain an invoice, "Factura", from a Mexican Company that complies with all the requirements of Article 29 A of the Mexican Fiscal Code or obtain a VAT Registration Identification Number from the Secretaria de Hacienda y Crédito Público to emit its own facturas.



The contractor shall provide the necessary invoicing requirements to enable the USG to obtain reimbursement for VAT. This reimbursement benefit is extended only to the U.S. Government – not the Contractor – as a diplomatic privilege. The following/current Factura's requirements are outlined in the paragraphs below.

All Facturas, the Contractor delivers to the U.S. Government shall be in accordance with VAT Mexican Tax regulations:

(VAT: <http://www.diputados.gob.mx/LeyesBiblio/ref/liva.htm>) and Mexican Fiscal Code (MFC: <http://www.diputados.gob.mx/LeyesBiblio/ref/cff.htm>).

The Contractor's failure to follow these procedures shall result in the U.S. Government's inability to secure tax reimbursement on this contract, resulting in VAT payment in the Invoice being denied to the contractor. Facturas for the in-country purchases described above shall include only charges authorized in this contract. Such Facturas shall list separately or collectively the pre-tax price of any supplies or services provided in country.

As it is required by local authorities, the Contractor shall impose the appropriate tax rate against the pre-tax total of the purchases represented on the Factura. The Contractor shall submit the invoices associated with such purchases as supporting documentation for its in-country payment request. The USG shall only compensate the Contractor for the tax amount provided on such Facturas and in any case VAT reimburse won't exceed the amount authorized in the contract for this purpose.

VAT on items such as contractor personnel housing, personal vehicles, utilities, phone charges, per diem, etc. are excluded from reimbursement.

All Facturas shall be addressed to "Embajada de los Estados Unidos de Norteamerica" as stated in the below requirements.

The contractor's Factura shall provide at least the following in accordance with Article 29 A of the Fiscal Mexican Code:

- Issuer's name and address
- Issuer's Federal Tax Registry Number (RFC) (aka Certificate of Fiscal Identification)
- Photo image of Federal Tax Registry card (aka Certificate of Fiscal Identification) on the invoice
- Invoice number and complete transaction date (month, day, and year). Also needed is the date and place of issue (Lugar y fecha de expedición). The two dates shall be the same.
- Required legal wording that addresses the illegal reproduction of the document. The printing company information shall annex the date of printing and official authorization number

- Customer 's Name: **“Embajada de Estados Unidos de Norteamérica”**
- U.S. Embassy R.F.C. Number: **EEU930201289**
- U.S Embassy Address: PASEO DE LA REFORMA No. 305 COL. CUAUHTEMOC, CIUDAD DE MEXICO C.P. 06500.
- Régimen: Personas Morales con Fines no Lucrativos
- Quantity and description of acquired services or merchandise
- If applicable, the number and date of customs import documents associated with all sales of imported merchandise
- Invoice(s) received in Mexican pesos shall also include, in the legend, the date and exchange rate used when the invoice was emitted by the Mexican company. The exchange rate noted on the Mexican company's invoice will be used to reimburse VAT to contractors.
- Invoice shall say “FACTURA.” All digital invoices (“FACTURAS”) shall be presented to the Embassy/ Contracting Officer Representative (COR).
- The tax-relief invoice shall be written in English and Spanish versions.
- Invoice shall have a valid digital seal.
- Invoices must be provided in CFDI (.XML) and pdf format.

The requirements above apply to all supplies and services purchased in Mexico that are provided to the USG as part of this contract. All IVA/VAT documentation shall be submitted to the COR for approval and submission to Hacienda at the time of the invoice request for payment. All electronic invoices should be submitted via IPP.

The Contractor must also obtain and submit the “*Complemento de Pago*” in each factura as the primary proof of payment. According to the Fiscal Mexican Regulation, all vendors shall issue this Complement of Invoice Payment after receiving their pay from their facturas labeled as “*Pago en parcialidades*”.

this link contains additional information:

<https://www.matnp.sat.gob.mx/consultas/92764/comprobante-de-recepcion-de-pagos>

### **C.3 - Performance Metrics--Contractor Evaluation (CPAR)**

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The awarded contract will be closely monitored by the CO, COR(s)/ACOR(s) and GTM(s) throughout the entire period of performance and will be reported on at a minimum one time annually at the conclusion of the base year/each option year period.

The evaluation will be submitted via CPARS, the Contractor Performance Assessment Reporting System (CPARS). The information used to derive the evaluation will be considered in determining if an option year will be exercised. The performance metrics, by which the Contractor Company will be evaluated, including the Contractor Company's adherence to SOW requirements, are the evaluation areas described in CPARS.

### **E.1 - Inspection and Acceptance of Services and Deliverables**

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The Contracting Officer's Representative (or the ACOR in the COR's absence) shall make inspection and acceptance of the services to be provided hereunder. GTMs cannot accept services, but can advise the COR appropriately. The Government has the right to inspect and approve all services called for in orders issued under the contract.

If the Contractor fails to perform the required services at an acceptable level as determined by the COR, either from a performance or professionalism standpoint, the Government reserves the right to request reperformance pursuant to 52.212-4(a), place no additional orders and/or terminate the contract. The COR will also inspect required deliverables for compliance with SOW requirements and quality standards (see E.3).

### **E.2 - The Role of Government Personnel and Responsibility for Contract Administration**

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**\*Contracting Officer (CO):** The CO has the overall responsibility for administering this contract. He or she alone, without delegation, is authorized to take actions on behalf of the Government to: amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and delivery schedules; make final decisions on disputed deductions from contract payments for non-performance or unsatisfactory performance; terminate the contract for convenience or default; and issue final decisions regarding contract questions or matters under dispute. Additionally, he or she may delegate certain other responsibilities to authorized representatives.

**\*Contracting Officer's Representative (COR):** The COR is the primary individual assigned to monitor and evaluate the contractor's performance. The COR is responsible for promptly notifying the Contracting Officer in writing of any noncompliance or deviation in performance or failure to make progress; knowing and understanding the terms and conditions of the contract; knowing the scope and limitations of their authority; using good judgment, skill and reasonable care in the exercise of authority; protecting privileged and sensitive procurement information. If questions arise which are not clearly answered in the contract or if disputes with the Contractor occur, prepare a written report to the Contracting Officer setting forth the problem(s) encountered. The COR will be responsible for technical direction, reviewing and approving contractor work plans, assessing contractor progress against work plans, receipt

and acceptance of contract deliverables, reviewing and approving invoices. The COR is also responsible for keeping the CO informed of any issues affecting contractor's performance under the contract. Alternate COR(s) may be delegated to assume the role of the COR in the absence of the delegated COR.

**\*Government Technical Monitor (GTM):Government Technical Monitor (GTM):**

The GTM will assist the COR in discharging responsibilities in monitoring and evaluating the contractor's performance. The responsibilities of the GTM may include: monitoring and inspecting the Contractor's progress and performance; evaluating contractor performance with the terms and conditions of this contract; acting as the Government's representative at the work site; advising the COR and CO of nonperformance or unsatisfactory performance; preparing receiving reports; and advising the COR and CO of any factors which may cause delay in work performance.

### **E.3 - Quality Standards**

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All services performed under this contract shall be of the highest quality standards consistent with best industry practices to assure timely provision of services, optimum Department of State customer satisfaction, and adequate protection of Government assets.

### **F.1 - Period of Performance**

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Contract award will be for a one-year base period and an additional one-year option period.

Tentative dates are as follows and will be updated based on actual award date:

Base Year: September 1, 2026 through August 31, 2027 (on or about)

Option Year 1: September 1, 2027 through August 31, 2028 (on or about)

### **F.2 - Place of Performance**

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Performance not occurring in the Contractor's facilities will occur in Government of Mexico courtroom and prison facilities in Mexican northern border states (i.e. Baja California Norte, Sonora, Chihuahua, Coahuila, Nuevo Leon, or Tamaulipas). Two actual states for the base year will be specified at the time of award. Two additional states for the option year will be specified if/when the option is exercised.

### **652.239-800 - Cybersecurity Supply Chain Risk Management Requirements (AUG 2024)**

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(a) Definitions. As used in this clause:

Covered article - The term "covered article" includes-

- (1) "Information and Communications technology" which is an industry term for information technology that is involved in integrating telecommunications (e.g., telephone lines and wireless signals) and computers to enable users to access, store, manipulate, transmit, and receive digital information. This includes software, software as a service, digital and data services, and hardware components that support information creation, storage, transfer, and management, like computers and smartphones.
- (2) "Telecommunications Equipment", which means equipment, other than customer premises equipment, used by a carrier to provide telecommunications services, and includes software integral to such equipment (including upgrades).
- (3) "Telecommunications Service", which means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- (4) "Cybersecurity Supply Chain Risk", which means the risk that a person may sabotage, maliciously introduce unwanted function, extract data, or otherwise manipulate the design, integrity, manufacturing, production, distribution, installation, operation, maintenance, disposition, or retirement of covered articles to surveil, deny, disrupt, or otherwise manipulate the function, use, or operation of the covered articles or information stored or transmitted on the covered articles.
- (5) "Incident," which means, per the Federal Information Security Modernization Act of 2014, "an occurrence that (A) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (B) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies."
- (6) "Vulnerability," means any weakness in an information system, system security procedures, internal controls, or implementation that could be exploited or triggered by a threat source.
- (b) *Contractor Cybersecurity Supply Chain Risk Management Responsibilities.* The Contractor must regularly identify, assess, monitor, and mitigate cybersecurity supply chain risks when providing covered articles or services to the Government. The Contractor shall maintain artifacts (i.e., any byproduct of hardware or software development that helps describe the architecture, design, and function of that hardware or software) that document its compliance with this paragraph and shall provide these artifacts to the Government within 48 hours of request, which may be redacted to remove sensitive proprietary information.
- (c) *Supporting Government Cybersecurity Supply Chain Risk Assessments.* No more than an estimated once per year, the Contractor must provide any requested information related to its supply chain within 10 business days except information that is protected by a non-disclosure agreement with its customers (e.g., another federal agency).
- (d) *Novation Agreement Notice.* FAR 42.1203 require Government approval of novation agreements. For proposed novation agreements for this contract, the Contractor shall provide any information requested by the Government regarding the proposed successor's identity and information regarding its supply chain.
- (e) *Notification procedures for cybersecurity supply chain incidents.* When an incident occurs, the Contractor must contact the CO or their designee within 72 hours of the incident.
- (f) *Subcontracts.* The Contractor shall insert the substance of this clause in all subcontracts and other contractual instruments in support of this contract.
- (g) *Attestation following Major Version Change.* For software provided under the contract that required an approved Secure Software Development Attestation Form, the responses on this form apply to the software's

major version changes (e.g., using a semantic versioning schema of Major.Minor.Patch, the software version number goes from 2.5 to 3.0) unless the Contractor otherwise notifies the Contracting Officer that the form is no longer valid. This notification to the Contracting Officer must be submitted within 15 days of the major version change and must include a new completed and signed Secure Software Development Attestation Form.

*(End of clause)*

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

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(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 Josue Calva. The GTM is Alejandro Martinez.

(End of clause)

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

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(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](http://www.ipp.gov). Information regarding IPP is available on the Internet at [www.ipp.gov](http://www.ipp.gov). Assistance with the IPP application can be obtained by contacting the IPP Production Helpdesk via email [IPPCustomerSupport@fiscal.treasury.gov](mailto: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 be obtained by e-mailing [CGFSIPPITSForm@state.gov](mailto: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]

### **G.1 - Technical Direction**

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Guidance and specific direction in carrying out the contract requirements will be provided by the COR, ACOR (to be identified when the contract is awarded), or GTM on an ongoing basis. Contractor personnel will be expected to carry out contractual instructions received from the COR, ACOR, or GTM in a professional and timely manner. The contractor shall not take direction from anyone who is not the Contracting Officer, or appropriately designated as COR, ACOR, or GTM. Only the Contracting Officer is authorized to modify the terms and conditions of the contract. If an individual provides technical direction that, in the contractor's view, does not conform with contract requirements, the contractor must defer action and refer the matter to the Contracting Officer.

### **G.2 - Non-Payment for Unauthorized Work**

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No services shall be provided by the contractor unless they are already authorized and funded via the contract issued by a DOS Contracting Officer prior to services being rendered. The U.S. government shall not be obligated to pay the contractor any amount in excess of the total contract funded amount. The contractor shall not perform any service(s) outside the period of performance of the contract unless a written modification is issued by a DOS Contracting Officer prior to services rendered.

No payments will be made for unauthorized services or for any unauthorized changes to the work specified in Section B, "Supplies or Services and Prices/Costs" or Section C, "Descriptions/Specifications/Statement of Work" (if applicable). This includes any services performed by the contractor of their own volition or at the request of an individual other than a duly appointed DOS Contracting Officer. Only a duly appointed Contracting Officer is authorized to modify the contract or change the specifications, terms, and/or conditions of this contract.

Failure to adhere to clause will result in non-payment for unauthorized services.

### **H.1 - Standards of Conduct**

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The Contractor shall ensure that personnel assigned to this contract observe the highest standards of personal and professional conduct, and that employees performing functions outside the United States observe the requirements of the local law and applicable US mission regulations, including but not limited to instructions or policies governing outside employment, commercial activities, currency exchange, and travel restrictions. The contractor is also responsible for complying with the requirements of the Mexican government entity/facility where services are being performed.

The Contractor is responsible for recruiting and hiring only those personnel who can maintain the standards of conduct required under this contract. Additionally, the Contractor is responsible for maintaining satisfactory standards of employee conduct and integrity and shall be held fully accountable for the conduct of its employees and its subcontractor's employees.

If the Contracting Officer determines that continued performance under this contract by any Contractor or subcontractor personnel is contrary to the public interest, the Contractor shall remove the employee from all work under this contract. Additionally, the Contractor shall adhere to the prohibition of specific activities including any unauthorized involvement in trafficking of person, unauthorized frequenting locations known to be involved with prostitution or trafficking persons, any involvement with the soliciting of persons for the purpose of engaging in sexual acts and any participation in sexual activity in exchange for any monetary or nonmonetary form of consideration as described in FAR 52.222-50.

## **H.2 - Contractor Self-Identification**

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All contractor personnel under this contract working in other situations where their contractor status is not obvious to third parties (i.e. Government of Mexico personnel) are required to identify themselves as such to avoid creating an impression in the minds of members of the public, of Mexican government personnel or Congress that they are United States Government officials. Contractor personnel must also ensure that all documents or reports produced by them are suitably marked as contractor products or that contractor participation is appropriately disclosed. This direction shall be adhered to unless otherwise waived, in writing, by the cognizant Contracting Officer.

At no time will any contractor utilize letterhead for any correspondence between the contractor and any other entity depicting or intimating that the Contractor is a member/employee of the U.S. Government, either as an individual or as a company/corporation.

Example: Using the Department of State Seal (or any other Government's agency seal) in their letterhead.

## **H.3 - Removal from Duty**

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The Government may direct that a contractor employee be removed immediately from performance under the contract should it be determined that the person is unfit for the job. A determination of unfitness may be made from, but not limited to, incidents involving the most immediate identifiable types of misconduct or delinquency as set forth below:

- \*Falsification or unlawful concealment, removal, mutilation or destruction of any official documents or records, or concealment of material facts by willful omissions from other documents or records;
- \*Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Also participation in disruptive activities which interfere with the



normal and efficient operations of the Government or the normal and efficient operations of the Government of Mexico training facility;

\*Theft, vandalism, or any other criminal actions;

\*Selling, consuming or being under the influence of intoxicants, drugs or substances which product

similar effects;

\*Improper use of communications equipment or government property;

\*Violations of security procedures or regulations;

\*Unacceptable performance

The Contractor shall be responsible for maintaining satisfactory standards of conduct and integrity. The Contracting Officer, acting on the advice of the COR, will make all determinations regarding the removal of any employee from performance under the contract.

#### **H.4 - Safeguarding of Information**

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The Contractor and its employees shall exercise the utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract which has not been made public, except in the necessary performance of their duties or upon written authorization of the Contracting Officer.

All documents and records (including photographs) generated during the performance of work under this contract shall be for the sole use of and become the exclusive property of the U.S. Government. Furthermore, no article, book, pamphlet, e-mail, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of work performed under this contract shall be published or disseminated through any media without the prior written authorization of the Contracting Officer. These obligations do not cease upon the expiration or termination of this contract. The Contractor shall include the substance of this provision in all contracts of employment and in all subcontracts hereunder.

#### **52.203-13 - Contractor Code of Business Ethics and Conduct (Nov 2021)**

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

"Agent" means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

"Full cooperation"--

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require--

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

"United States," means the 50 States, the District of Columbia, and outlying areas.

(b) *Code of business ethics and conduct.* (1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall--

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3) (i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act ( 31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial product or commercial service as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including--

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.* (1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

## **52.204-13 - System for Award Management-Maintenance (DEVIATION JAN 2026)**

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

*Commercial and Government Entity code* means—

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location (referred to as “CAGE code”); or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency to entities located outside the United States and its outlying areas that the DLA CAGE Branch records and maintains in the CAGE master file (referred to as “NCAGE code”).

*Unique Entity Identifier (UEI)* means an identifier used to identify a specific commercial, nonprofit, or Government entity.

(b) *Active registration.*

- (1) The Contractor shall maintain an active Federal Government contracts registration in the System for Award Management (SAM) at <https://www.sam.gov> during contract performance and through final payment under this contract. To maintain an active registration in SAM, the Contractor shall review at least annually its registration in SAM and validate that the information is current, accurate, and complete.
- (2) The Contractor is responsible for the currency, accuracy, and completeness of the information provided within SAM, and for any liability resulting from the Government’s reliance on inaccurate or incomplete information. Updating SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c) *Novation and change-of-name agreements.*

- (1) If the Contractor has legally changed its business name or “doing business as” name (whichever is shown on the contract), or has transferred the assets used to perform the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in part 42 of the Federal Acquisition Regulation (FAR), the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to —
  - (i) Change the legal business name in SAM;
  - (ii) Comply with the requirements of FAR part 42; and
  - (iii) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.
 The Contractor shall provide with its written notification sufficient documentation to support the legally changed name.
- (2) If the Contractor fails to comply with the requirements of paragraph (c)(1) of this clause, or fails to perform the agreement at paragraph (c)(1)(iii) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(d) *Assignees.*

- (1) The Contractor shall not change the legal business name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR part 32). Assignees shall be separately registered in SAM.
- (2) Information provided to the Contractor’s SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be incorrect information within the meaning of the “Suspension of Payment” paragraph of the EFT clause of this contract.

(e) Unique entity identifier (UEI). The Contractor shall ensure that its UEI is maintained throughout the life of the contract.

(f) Commercial and Government Entity (CAGE) code. The Contractor shall ensure that the CAGE code is maintained throughout the life of the contract. To update a CAGE code, the Contractor shall initiate the change by updating its SAM registration.

(g) Communicating changes. The Contractor shall communicate any change to its UEI or CAGE code to the Contracting Officer within 30 days after the change, so a modification can be issued to update the UEI or CAGE code on this contract. A change in the UEI does not necessarily require a novation.

(End of clause)

#### **52.204-14 - Service Contract Reporting Requirements (DEVIATION JAN 2026)**

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(a) *Definition.* As used in this clause—

*First-tier subcontract* means a subcontract awarded directly by the Contractor to acquire supplies or services (including construction) for performing a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a contractor's general and administrative expenses or indirect costs.

(b) *Requirement.* The Contractor shall report, according to paragraphs (c) and (d) of this clause, annually by October 31, for services performed under this contract during the preceding Government fiscal year (October 1-September 30).

(c) *Report elements.* The Contractor shall report the following information:

- (1) Contract number and, as applicable, order number.
- (2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the contract.
- (3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.
- (4) Data reported by subcontractors under paragraph (f) of this clause.

(d) *Remedies.* The Contractor shall submit the information required in paragraph (c) of this clause in the System for Award Management (SAM) at <https://www.sam.gov> (see SAM User Guide). If the Contractor fails to submit the report in a timely manner, the Contracting Officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under the Federal Acquisition Regulation part 42.

(e) *Review.* Agencies will review Contractor-reported information for reasonableness and consistency with available contract information. If the agency believes that revisions to the Contractor's reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or put its reason in writing for the agency.

(f) *First-tier subcontracts.*

- (1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.303(b), to provide the following detailed information to the Contractor in sufficient time to submit the report:
  - (i) Subcontract number (including subcontractor name and unique entity identifier); and
  - (ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.
- (2) The Contractor shall tell the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

(End of clause)

#### **52.209-6 - Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (DEVIATION JAN 2026)**

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(a) *Definition.* As used in this clause—

*Commercially available off-the-shelf (COTS) item*

- (1) Means any item of supply (including construction material) that is—
  - (i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” in Federal Acquisition Regulation (FAR) 2.101);
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

- (b) The Government suspends or debar Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of the thresholds specified in FAR 9.405-2(b) on the date of subcontract award, with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless a compelling reason exists to do so.
- (c) The Contractor shall require each proposed subcontractor whose subcontract will exceed the threshold specified in FAR 9.405-2(b) on the date of subcontract award, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, proposed for debarment, or voluntarily excluded by the Federal Government.
- (d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, proposed for debarment, or voluntarily excluded (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:
- (1) The name of the subcontractor.
  - (2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.
  - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.
  - (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, proposed debarment, or voluntary exclusion.
- (e) *Subcontracts*. Unless this is a contract for the acquisition of commercial products or commercial services, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—
- (1) Exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and
  - (2) Is not a subcontract for commercially available off-the-shelf items.

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#### 52.209-10 - Prohibition on Contracting with Inverted Domestic Corporations (DEVIATION JAN 2026)

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- (a) *Definitions*. As used in this clause—  
*Inverted domestic corporation* means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).  
*Subsidiary* means an entity in which more than 50 percent of the entity is owned—
- (1) Directly by a parent corporation; or
  - (2) Through another subsidiary of a parent corporation.
- (b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, applicable law may prohibit the Government from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.
- (c) Exceptions to this prohibition are located at 9.108-3.
- (d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

(End of clause)

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#### 52.212-4 - Terms and Conditions-Commercial Products and Commercial Services (DEVIATION JAN 2026)

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- (a) *Definitions*. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.
- (b) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—
- (1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

- (1) Notify the Contracting Officer in writing as soon as possible;
- (2) Remedy the delay as quickly as possible; and
- (3) Notify the Contracting Officer when the occurrence is over.

(g) *Invoice.* The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment—*

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* 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.

(3) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

- (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected line item or subline item, if applicable;
- (D) Contractor point of contact; and

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by FAR part 33 if—

- (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
- (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(i) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered under this contract are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) *Unauthorized obligations.*



(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) *Comptroller General examination of record.* This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

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

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(u) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

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

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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 14 days [*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)**

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(a) The Government may extend the term of this contract by written notice to the Contractor within 14 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 30 months (months) (years).

(End of clause)

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#### 52.219-6 - Notice of Total Small Business Set-Aside (DEVIATION FEB 2026)

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(a) *Definition. Small business concern*, as used in this clause—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(2) *Affiliates*, as used in paragraph (a)(1) of this clause, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) *Applicability*. This clause applies only to—

(1) Contracts that have been set aside for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.4 and 16.5.

(c) *General*. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(End of clause)

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#### 52.219-14 - Limitations on Subcontracting (DEVIATION FEB 2026)

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(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability*. This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors*. An independent contractor shall be considered a subcontractor.

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to

subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime

contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded;

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—[*Contracting Officer check as appropriate.*]

X By the end of the base term of the contract and then by the end of each subsequent option period; or

\_\_\_ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

## 52.222-50 - Combating Trafficking in Persons (DEVIATION FEB 2026)

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

*Agent* means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

*Coercion* means-

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

*Commercial sex act* means any sex act on account of which anything of value is given to or received by any person.

*Commercially available off-the-shelf (COTS) item* —

(1) Means any item of supply (including construction material) that is—

(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) 2.101;

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

*Debt bondage* means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed

is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

*Employee* means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

*Forced Labor* means knowingly providing or obtaining the labor or services of a person-

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

*Involuntary servitude* includes a condition of servitude induced by means of-

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

*Recruitment fees* means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

- (1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-
  - (i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;
  - (ii) Advertising;
  - (iii) Obtaining permanent or temporary labor certification, including any associated fees;
  - (iv) Processing applications and petitions;
  - (v) Acquiring visas, including any associated fees;
  - (vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;
  - (vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;
  - (viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;
  - (ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;
  - (x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;
  - (xi) Transportation and subsistence costs-
    - (A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and
    - (B) From the airport or disembarkation point to the worksite;
  - (xii) Security deposits, bonds, and insurance; and
  - (xiii) Equipment charges.
- (2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-
  - (i) Paid in property or money;
  - (ii) Deducted from wages;
  - (iii) Paid back in wage or benefit concessions;
  - (iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or
  - (v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-
    - (A) Agents;
    - (B) Labor brokers;
    - (C) Recruiters;
    - (D) Staffing firms (including private employment and placement firms);
    - (E) Subsidiaries/affiliates of the employer;
    - (F) Any agent or employee of such entities; and
    - (G) Subcontractors at all tiers.

*Severe forms of trafficking in persons* means-

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

*Sex trafficking* means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

*Subcontract* means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

*Subcontractor* means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

*United States* means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents must not—

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5) (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;
- (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees or potential employees recruitment fees;
- (7) (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-

- (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
- (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that—

(ii) The requirements of paragraphs (b)(7)(i) of this clause must not apply to an employee who is—

- (A) Legally permitted to remain in the country of employment and who chooses to do so; or
- (B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor must provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor must not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

- (8) Provide or arrange housing that fails to meet the host country housing and safety standards; or
- (9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document must be in a language the employee understands. If the employee must relocate to perform the work, the work document must be provided to the employee at least five days prior to the employee relocating. The employee's work document must include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements.* The Contractor must-

- (1) Notify its employees and agents of-
  - (A) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and
  - (B) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* (1) The Contractor must inform the Contracting Officer and the agency Inspector General immediately of

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a

Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor must inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors.* The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors.* The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation.* (1) The Contractor must, at a minimum—

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and must not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not—

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from—

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan.* (1) This paragraph (h) applies to any portion of the contract that—

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$550,000.

(2) The Contractor must maintain a compliance plan during the performance of the contract that is appropriate—

- (i) To the size and complexity of the contract; and
  - (ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.
- (3) *Minimum requirements.* The compliance plan must include, at a minimum, the following:
- (i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at [http:// www.state.gov/j/tip/](http://www.state.gov/j/tip/).
  - (ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at [help@befree.org](mailto:help@befree.org).
  - (iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
  - (iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.
  - (v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.
- (4) *Posting.* (i) The Contractor must post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor must provide the relevant contents of the compliance plan to each worker in writing.
- (ii) The Contractor must provide the compliance plan to the Contracting Officer upon request.
- (5) *Certification.* Annually after receiving an award, the Contractor must submit a certification to the Contracting Officer that—
- (i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and
  - (ii) After having conducted due diligence, either—
    - (A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or
    - (B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.
- (i) *Subcontracts.* (1) The Contractor must include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that—
- (i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
  - (ii) Has an estimated value that exceeds \$550,000.
- (2) If any subcontractor is required by this clause to submit a certification, the Contractor must require submission prior to the award of the subcontract and annually thereafter. The certification must cover the items in paragraph (h)(5) of this clause.

(End of clause)

### 52.224-3 - Privacy Training (JAN 2017)(DEVIATION)

(a) *Definition.* As used in this clause, "personally identifiable information" means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (See Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource).

(b) The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by contractor employees who--

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or

(3) Design, develop, maintain, or operate a system of records (see also FAR subpart 24).

(c)(1) Privacy training shall address the key elements necessary for ensuring the safeguarding of personally identifiable information or a system of records. The training shall be role-based, provide foundational as well as more advanced levels of training, and have measures in place to test the knowledge level of users. At a minimum, the privacy training shall cover--

(i) The provisions of the Privacy Act of 1974 (5 U.S.C. 552a), including penalties for violations of the Act;

(ii) The appropriate handling and safeguarding of personally identifiable information;

(iii) The authorized and official use of a system of records or any other personally identifiable information;

(iv) The restriction on the use of unauthorized equipment to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise access personally identifiable information;

(v) The prohibition against the unauthorized use of a system of records or unauthorized disclosure, access, handling, or use of personally identifiable information; and

(vi) The procedures to be followed in the event of a suspected or confirmed breach of a system of records or the unauthorized disclosure, access, handling, or use of personally identifiable information (see OMB guidance for Preparing for and Responding to a Breach of Personally Identifiable Information).

(2) Completion of an agency-developed or agency-conducted training course shall be deemed to satisfy these elements.

(d) The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.

(e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.

(f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will--

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or

(3) Design, develop, maintain, or operate a system of records.

(End of clause)

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**52.225-19 - Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (May 2020)**

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

"Chief of mission" means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.



"Combatant commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

"Designated operational area" means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

"Supporting a diplomatic or consular mission" means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) *General.* (1) This clause applies when Contractor personnel are required to perform outside the United States--

(i) In a designated operational area during--

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission--

(A) That has been designated by the Department of State as a danger pay post (see <https://aoprals.state.gov/>); or

(B) That the Contracting Officer has indicated is subject to this clause.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable--

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.* (1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received--

(A) A country clearance or special area clearance, if required by the chief of mission; and

(B) Theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.

(3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that--

(i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 *et seq.*);

- (ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and
- (iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C. 7(9)).
- (f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to--
  - (1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;
  - (2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and
  - (3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.
- (g) *Personnel data.* (1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.
  - (2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.
- (h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Governments discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.
- (i) *Weapons.* (1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons--
  - (i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or
  - (ii) The RSO in consultation with Contracting Officer [*Contracting Officer to specify individual, e.g., Contracting Officer Representative, Regional Security Officer, etc.,*] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.
- (2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.
- (3) The Contractor shall ensure that its personnel who are authorized to carry weapons--
  - (i) Are adequately trained to carry and use them--
    - (A) Safely;
    - (B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and
    - (C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;
  - (ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and
  - (iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.
- (4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.
- (5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.
- (j) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.
- (k) *Military clothing and protective equipment.* (1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.
  - (2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.
- (l) *Evacuation.* (1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.
  - (2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.
- (m) *Personnel recovery.* (1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.
  - (2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.
  - (3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

- (n) *Notification and return of personal effects.* (1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee--
- (i) Dies;
  - (ii) Requires evacuation due to an injury; or
  - (iii) Is isolated, missing, detained, captured, or abducted.
- (2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.
- (o) *Mortuary affairs.* Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:
- (1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.
  - (2)(i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.
  - (ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.
- (p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.
- (q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States--
- (1) In a designated operational area during--
    - (i) Contingency operations;
    - (ii) Humanitarian or peacekeeping operations; or
    - (iii) Other military operations; or military exercises, when designated by the Combatant Commander; or
  - (2) When supporting a diplomatic or consular mission--
    - (i) That has been designated by the Department of State as a danger pay post (see <https://aoprals.state.gov/>); or
    - (ii) That the Contracting Officer has indicated is subject to this clause.
- (End of clause)

## **52.226-8 - Encouraging Contractor Policies To Ban Text Messaging While Driving (May 2024)**

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

"Driving"--

- (1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.
- (2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

*Text messaging* means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

- (b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.
- (c) The Contractor is encouraged to--
  - (1) Adopt and enforce policies that ban text messaging while driving--
    - (i) Company-owned or rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as--

(i) Establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

(End of clause)

## **52.229-12 - Tax on Certain Foreign Procurements (Feb 2021)**

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

*Foreign person* means any person other than a United States person.

*United States person*, as defined in 26 U.S.C. 7701(a)(30), means--

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 7701(a)(31)); and

(5) Any trust if--

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) This clause applies only to foreign persons. It implements 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at [www.irs.gov/w14](http://www.irs.gov/w14).

(2) If the Contractor is a foreign person and has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements--Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall--

(i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and

(ii) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue.

(f) Taxes imposed under 26 U.S.C. 5000C may not be--

(1) Included in the contract price; nor

(2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of clause)

#### **52.232-33 - Payment by Electronic Funds Transfer-System for Award Management (Oct 2018)**

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(a) *Method of payment.*

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to SAM.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the SAM is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) *Liability for uncompleted or erroneous transfers.*

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in SAM and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in SAM.

(End of clause)

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#### **52.232-40 - Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)**

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(a)(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of clause)

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#### **52.233-3 - Protest after Award (DEVIATION JAN 2026)**

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(a) Upon receipt of a stop-work order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the order during the period of work stoppage. After receiving the final decision in the protest, the Contracting Officer must either—

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor must resume work. The Contracting Officer must make an equitable adjustment in the delivery schedule or contract price, or both, and the contract must be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer must allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer must allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- (e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.
- (f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

#### **52.233-4 - Applicable Law for Breach of Contract Claim (DEVIATION JAN 2026)**

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United States law will apply to resolve any claim of breach of this contract.

(End of clause)

#### **52.240-91 - Security Prohibitions and Exclusions (DEVIATION JAN 2026)**

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

*American Security Drone Act-covered foreign entity* means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at <https://www.sam.gov> (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered application* means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

*Covered article*, as defined in 41 U.S.C. 4713(k), means:

- (1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

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

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

- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
- (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*FASC-prohibited unmanned aircraft system* means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

*FASCSA order* means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

- (1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
- (2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
- (3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

*Information technology*, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

- (i) Of that equipment; or
- (ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

*Intelligence community*, as defined by 50 U.S.C. 3003(4), means the following—

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or



(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

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

*Kaspersky Lab-covered article* means any hardware, software, or service that—

- (1) Is developed or provided by a Kaspersky Lab-covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

*Kaspersky Lab-covered entity* means—

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

*National security system*, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

- (1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
- (2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

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

*Sensitive compartmented information* means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

*Sensitive compartmented information system* means a national security system authorized to process or store sensitive compartmented information.

*Source* means a non-Federal supplier, or potential supplier, of products or services, at any tier.

*Subsidiary* means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

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

*Unmanned aircraft* means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

*Unmanned aircraft system* means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract.* Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

- (1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));
- (2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));
- (3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—
  - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

- (ii) 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) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

- (i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);
- (ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and
- (iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures.* The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers.* The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

- (d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract.*

(1) *Certain telecommunications and video surveillance equipment, systems, or services.*

- (i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services 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 (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).
- (ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—
  - (A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or
  - (B) 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) *Office of Foreign Assets Control Restrictions.*

- (i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
- (ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.
  - (A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>.
  - (B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>.
  - (C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at <https://www.trade.gov/consolidated-screening-list>, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition.* The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions.*

- (i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).
- (ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).
- (iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).
- (iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over \$15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders.*

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at [https:// www.sam.gov](https://www.sam.gov) to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) *Reasonable inquiry.* The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) *General report.*

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

- (i) Contract number and order number, if applicable;
- (ii) The specific prohibition the product or service is not complying with;
- (iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
- (iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
- (v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
- (vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);
- (vii) Whether alternative products or services are available that would comply with the prohibition;
- (viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
  - (A) Brand;
  - (B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

(i) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report.*

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

(i) Contract number and order number, if applicable;

(ii) Name of the covered article or source subject to a FASCSA order;

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

End of clause)

#### 52.244-6 - Subcontracts for Commercial Products and Commercial Services (DEVIATION JAN 2026)

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

*Commercial product, commercial service and nondevelopmental item* have the meanings contained in Federal Acquisition Regulation (FAR) 2.101.

*Subcontract* has the meaning at FAR 44.401

(b) *Requirements.*

(1) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.

(2) If a clause in the following table is included in the contract, the Contractor shall insert the clause in subcontracts for commercial products or commercial services and must flow down the requirements of the clause to subcontracts as indicated in the specific clause:

Number	Title	Date
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
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.219-8 *	Utilization of Small Business Concerns	JAN 2025
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
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-50 with Alt I	Combating Trafficking in Persons, with its Alternate I	MAR 2015
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements	MAY 2014
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements	MAY 2014
52.222-54	Employment Eligibility Verification	JAN 2025
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.224-3	Privacy Training	JAN 2017
52.224-3 with Alt I	Privacy Training, with Alternate I	JAN 2017
52.225-26	Contractors Performing Private Security Functions Outside the United States	OCT 2016
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.240-91	Security Prohibitions and Exclusions	DATE
52.240-91 with Alt I	Security Prohibitions and Exclusions, with its Alternate I	DATE
52.240-92	Security Requirements	DATE
52.240-92 with Alt II	Security Requirements, with its Alternate II	DATE
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	NOV 2021

\* Include only if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.109(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(c) *Subcontracts*. The Contractor shall include the terms of this clause, including this paragraph (c), in subcontracts awarded under this contract.

(End of clause)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
- (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
- (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
- (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
- (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
- (6) Paying, honoring, confirming, or otherwise implementing letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden compliance with the boycott, and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1) through (6) above:

- (1) Complying or agreeing to comply with requirements:
  - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
  - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
- (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
- (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
- (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
- (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
- (6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

(End of clause)

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#### **652.228-71 - WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) - SERVICES (FEB 2015)**

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(a) This clause supplements FAR 52.228-3. For the purposes of this clause, "covered contractor employees" includes the following individuals:

- (1) United States citizens or residents;
- (2) Individuals hired in the United States or its possessions, regardless of citizenship; and
- (3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers compensation laws.

(b) The Contractor shall procure Defense Base Act (DBA) insurance directly from a Department of Labor (DOL) approved insurance provider. Approved providers can be found at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrrier.htm>.

(c)(1) Section 16 of the State Basic Authorities Act (22 U.S.C. 2680a), as amended, provides that the Defense Base Act shall not apply with respect to such contracts as the Secretary of State determines are contracts with persons employed to perform work for the Department of State on an intermittent basis for not more than 90 days in a calendar year. "Persons" includes individuals hired by companies under contract with the Department. The Procurement Executive has the authority to issue the waivers for Contractor employees who work on an intermittent or short-term basis.

(2) The Contractor shall submit waiver requests to the contracting officer. The request shall contain the following information:

- (i) Contract number;
  - (ii) Name of Contractor;
  - (iii) Brief description of the services to be provided under the contract and country of performance;
  - (iv) Name and position title of individual(s);
  - (v) Nationality of individual(s) (must be U.S. citizen or U.S. resident);
  - (vi) Dates (or timeframe) of performance at the overseas location; and,
  - (vii) Evidence of alternative worker's compensation coverage for these employees (e.g., evidence that the State worker's compensation program covers workers on short-term foreign assignments).
- (3) The contracting officer shall provide to the Contractor the original of the approved or disapproved document and maintain a copy in the contract file.

(End of clause)

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#### **652.229-71 - PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)**

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Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

(End of clause)

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#### **652.232-72 - LIMITATION OF FUNDS (AUG 1999)**

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(a) Of the total price in Section B (or the 'Prices' section), only the amount stated on the contract award document or subsequent modifications is now available for payment and obligated under this contract. It is anticipated that from time to time, additional funds will be obligated under the contract until the total price of the contract is obligated.

(b) The Government is not obligated to pay or reimburse the contractor more than the amount obligated pursuant to this clause. The contractor agrees to perform the contract up to the point at which the total amount paid and payable by the Government (including amounts payable for subcontracts and settlement costs if this contract is terminated for convenience) approximates but does not exceed the total amount obligated.

(c)

(1) It is contemplated that funds now obligated under this contract will cover the work to be performed until [ contracting officer insert date ].

(2) If the contractor considers the funds obligated under this contract to be insufficient to cover the work to be performed until that date, or another date agreed to by the parties, the contractor shall notify the contracting officer in writing and indicate the date on which it expects expended funds to approximate 75 percent of the total amount obligated. The notice shall state the estimated amount of additional funds required to continue performance through the date specified in paragraph (c)(1) of this clause or another date agreed to by the parties.

(3) If, after notification is provided pursuant to paragraph (c)(2) of this clause, additional funds are not obligated, or an earlier date than the date in paragraph (c)(1) of this clause is not agreed to, the contractor shall not be obligated to continue performance under this contract (including actions under the termination clause of this contract) beyond the funds obligated for contract performance.

(d) When additional funds are obligated from time to time for continued performance of this contract, the contract shall be modified to increase the funds obligated and to indicate the period of performance for which funds are applicable. The contractor may notify the contracting officer as provided in paragraph (c)(2) of this clause regarding any additional funds obligated.

(e) If the contractor incurs additional costs or is delayed in the performance of work under this contract, solely by reason of the Government's failure to obligate additional funds in amounts sufficient for the timely performance of this contract, an equitable adjustment may be made to the price, or time of delivery, or both.

(f) This clause shall become inoperative upon obligation of funds sufficient to cover the full price stated in the contract, except for rights and obligations then existing under this clause.

(g) Nothing in this clause shall affect the Government's right to terminate the contract for convenience or default.

(End of clause)

#### **652.242-73 - AUTHORIZATION AND PERFORMANCE (AUG 1999)**

(a) The contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

#### **652.243-70 - NOTICES (AUG 1999)**

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

(End of clause)

#### **52.222-18 - Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021)**

(a) *Definition.*

*Forced or indentured child labor* means all work or service --

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) *Listed end products.* The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed end product	Listed countries of origin
_____	_____
_____	_____
_____	_____

(c) *Certification.* The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

\_\_\_ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.



\_\_ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

## **52.229-11 - Tax on Certain Foreign Procurements--Notice and Representation (Jun 2020)**

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

*Foreign person* means any person other than a United States person.

*Specified Federal procurement payment* means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

*United States person* as defined in 26 U.S.C. 7701(a)(30) means--

- (1) A citizen or resident of the United States;
  - (2) A domestic partnership;
  - (3) A domestic corporation;
  - (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
  - (5) Any trust if--
    - (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
    - (ii) One or more United States persons have the authority to control all substantial decisions of the trust.
- (b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.
- (c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at [www.irs.gov/w14](http://www.irs.gov/w14). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.
- (d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that--
- (1) It \_\_ is \_\_ is not a foreign person; and
  - (2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that--I am claiming on the IRS Form W-14 \_\_ a full exemption, or \_\_ partial or no exemption [*Offeror shall select one*] from the excise tax.
- (e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then--
- (1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and
  - (2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of provision)

## **52.240-90 - Security Prohibitions and Exclusions Representations and Certifications (DEVIATION JAN 2026)**

(a) *Definitions.* As used in this provision—

*Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component* have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

*Business operations* means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

*Marginalized populations of Sudan* means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

*Restricted business operations* means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

*Sensitive technology*—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) *Procedures.*

(1) *Covered telecommunications and video surveillance.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(2) *FASCSA Orders.*

- (i) The Offeror shall search in SAM for the phrase “FASCSA order” for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.

(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) *Covered telecommunications equipment or services representations.* By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—

(1) It 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, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) *FASCSA Representation.* By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

(e) *Sudan certification.* By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) *Iran Representation and Certifications.*

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(g) *Disclosure.*

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(i) Contract number and order number, if applicable;

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

- (iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
  - (v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
  - (vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);
  - (vii) Whether alternative products or services are available that would be compliant with the prohibition;
  - (viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
    - (A) Brand;
    - (B) Model number, OEM number, manufacturer part number, or wholesaler number; and
    - (C) Item description, as applicable.
  - (ix) Any readily available information about mitigation actions undertaken or recommended.
- (2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:
- (i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at [https:// dibnet.dod.mil](https://dibnet.dod.mil).
  - (ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.
- (3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.
- (h) *Executive agency review of disclosures.* The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(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)

#### 652.228-70 - DEFENSE BASE ACT - COVERED CONTRACTOR EMPLOYEES (FEB 2015)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		

(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local worker's compensation laws		Local Nationals: Third Country Nationals:
(4) Local nationals or third country nationals where performance takes place in a country where there are local worker's compensation laws		Local Nationals: Third Country Nationals:

(b) The contracting officer has determined that for performance in the country of [contracting officer insert country of performance and check the appropriate block below] -

\_\_\_\_ Worker's compensation laws exist that will cover local nationals and third country nationals.

\_\_\_\_ Worker's compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(End of provision)

#### **52.212-1 - Instructions to Offerors-Commercial Products and Commercial Services (DEVIATION JAN 2026)**

(a) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

- (1) The solicitation number;
- (2) The name, address, telephone number of the Offeror;
- (3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;
- (4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;
- (5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and
- (6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers.* The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) *Late submissions, modifications, revisions, and withdrawals of offers.*

- (1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.
- (2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- (3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings.* If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

- (3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award.
- (5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

## 652.206-70 - ADVOCATE FOR COMPETITION/OMBUDSMAN (JUN 2025)

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(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

- (1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.
- (2) For all others, the Department of State Advocate for Competition at cat@state.gov.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, [insert name], at [insert telephone and fax numbers]. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1680, by fax at (703) 875-6155 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

(End of provision)

## Addendum 1 - 52.212-1 Addendum

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Provision 52.212-1 is tailored in accordance with FAR 12.306 as follows:

- References to "offerors" and "offers" are replaced with "quoting firms" and "quotes" as appropriate for a commercial acquisition conducted via RFQ in accordance with FAR Part 13 procedures.
- 52.212-1(b) *Period for acceptance of quotes* . The quoting firm agrees to hold the prices in its quote firm for **90 calendar days** from the date specified for receipt of quotes.

## L.1 - Quotation Preparation Instructions

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### Quote Preparation Instructions

#### L.1 PROPOSAL PREPARATION INSTRUCTIONS

(a) *Offeror.*

**The term "offeror," as used in this Section L and in Section M, refers to the single entity submitting the quote. This is a request for quotations, not a request for proposals, and quotations are not offers.** The offeror may be a single corporation or a "contractor team arrangement" as defined in FAR 9.601, for example, a limited liability company, limited liability partnership, joint venture, or similar entity or arrangement. The offeror may be an existing or newly-formed business entity for the purposes of competing for any contract resulting from this solicitation. If the offeror is a newly formed entity, it must be legally established on or before the date for submission of quotations.

*(b) Submission of Electronic Quotations.*

Receipt of electronic quotations shall only be accepted at the Contracting Officer's email address listed below and must be received on July 10, 2026 by 5:00 p.m. CST (local time in Mexico City). Quotations will only be accepted via email and quotations sent via other mediums (orally, on paper, other electronic medium) will be considered noncompliant and will not receive further consideration. **Quotations must be submitted as Adobe .pdf files except for the price quotation which should be submitted in Excel.**

See FAR 52.212-1(f) "Late submissions, modifications, revisions, and withdrawal of offers." for treatment of late quotations. Offerors must submit its quotation in accordance with the Quotation Preparation Instructions contained herein.

Files submitted in response to the solicitation shall be identified as follows:

Volume I – 19AQMM26Q0271 Business

Volume II - 19AQMM26Q0271 Technical A (Phase A)

Volume III - 19AQMM26Q0271 Pricing

Volume IV -19AQMM26Q0271 Technical B (Phase B)

Quotes are to be submitted to the Contracting Officer, Eric Modrak, at: ModrakER@state.gov by the closing date and time of this solicitation. **Only Volumes I, II, and III are to be submitted at the time of RFQ closing.**

Quotes are to include the following information:

\*Name of company.

\*Company point of contact name(s), a telephone number(s) and an email address(es).

Please Note: This individual should be duly authorized by the offering firm to represent the offeror to the Government in all manners during the solicitation competition. Up to two individuals may be listed, and the government will include both email addresses in any written correspondence.

\*Unique Entity Identifier (UEI)

*(c) Solicitation instructions and quotation information.*

(1) Quotations are expected to conform to all solicitation requirements and the instructions contained in this Section L. The Government will evaluate quotations on the basis of the information provided in the quotation. The Government will not assume that an offeror possesses any capability unless set forth in the quotation.

(2) These instructions are not evaluation factors. Evaluation factors are set out in Section M, Evaluation Factors for Award, of this solicitation. However, failure to provide the requested information may make an offeror ineligible for award or adversely affect the government's evaluation of an offeror's quotation. In addition, a quotation may be eliminated from further consideration before the initial rating if the quotation is so grossly and obviously deficient as to be totally unacceptable on its face. For example, a quotation may be deemed unacceptable if it does not represent a reasonable initial effort to address the essential requirements of the solicitation, or if it clearly demonstrates that the offeror does not understand the requirements of the solicitation. Additionally, a quotation that merely parrots the solicitation requirements may be deemed unacceptable on its face.

*(d) Quotation volumes and page limitations.*

(1) The overall quotation shall consist of separate volumes, organized, and individually entitled as stated below, with the following page limitations:

(i) Volume I, Business Quote and Other Documents - No page limit.

(ii) Volume II, Technical Quote A 5 pages (including resumes, however resumes (if provided) are limited to no more than 1 pages each) but not including Past Performance Information Forms. Past Performance Information Forms are not included in the 5 page limit.

(iii) Volume III Price Quote. Offerors are to complete Vol III Vendor Price Matrix. Any price assumptions or exceptions from the requirements must be included in this Volume as a .pdf that accompanies the Excel file. No page limit.

(iv) Volume IV Technical Quote B 15 pages not including specification sheets

(2) Volume cover sheets, table of contents, glossary of abbreviations and acronyms, and resumes do not count towards the 5 page limitation for Volume II.

(3) Quotations and resumes that do not adhere to the prescribed page limitations will not receive full evaluation

For example:

(i) Evaluation of 2 page resume would cease after page 1. Any information on page 3 would not be considered in the technical evaluation.

(ii) Evaluation of an 18-page technical proposal (excluding cover sheet, table of contents, and glossary) would cease after page 15. Any information found on pages 16-18 would not be considered in the technical evaluation.

*(e) Quotation specifications.*

(1) Table of contents. Each volume (except for the Vol III Vendor Price Matrix) shall contain a table of contents and a glossary of abbreviations and acronyms. The table of contents in each volume shall identify the section, subsection, paragraph titles, and page numbers, as well as all spreadsheets, charts, tables, figures, diagrams, design drawings, and graphs.

(2) Page size. Page size shall be 8½ x 11 inches for text pages.

(3) Print type. Text shall be 11 point or larger, using Times New Roman or Calibri font type. Headers and footers, spreadsheets, charts, tables, diagrams or design drawings, and graphs must be 10 point or larger using Times New Roman or Calibri font type.

(4) Page margins. Page margins for text pages and foldouts shall be a minimum of one inch at the top, bottom, and each side. Each page shall, within the one inch top or bottom margins, set forth the solicitation number and name of the offeror. In addition to the page number, this is the



only information that can be displayed within the margins. Two columns of text per page and use of boldface type for paragraph headings are acceptable.

(5) Page numbering. All pages shall be sequentially numbered by volume, in the bottom margin. Page numbering can begin after the Volume Cover sheet, table of contents, and glossary of abbreviations and acronyms.

(6) This solicitation is considered complete and adequately describes the Government's requirements. If an offeror believes that there is an error in the solicitation, or an omission, the offeror shall submit a question to the Contracting Officer.

*(f) False Statements.*

Quotations must set forth full, accurate, and complete information as required by this solicitation (including attachments).

The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

*(g) Commitment of Public Funds.*

The Contracting Officer is the only individual who can legally award a contract and commit the Government to the expenditure of public funds in connection with the proposed acquisition. Any other commitment, either explicit or implied, is invalid.

PHASE A:

L.2 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME I

*(a) General.*

Volume I - Business The signed original(s) of all documents requiring signature by offerors shall be contained in the original Volume I. Offerors shall include the information listed in the following paragraphs in Volume I, assembled in the order listed. In cases where the offeror is required to fill-in information in a contract clause, the offeror shall submit only those pages that require input of information or a signature.

*(b) Cover letter.* The offeror may provide a brief cover letter. The cover letter will not be considered in the evaluation.

*(c) Administrative information.* Offerors shall provide the following information: Negotiators. Name(s), title(s), telephone and email addresses of persons authorized to negotiate on the offeror's behalf (up to two).

*(d) Representations and certifications.*

(1) If the offeror has completed the annual representations and certifications electronically via the System for Award Management website in accordance with the provision at FAR 52.204-8, Annual Representations and Certifications and those representations and certifications are current, accurate, complete, and applicable to this solicitation, the offeror does not need to resubmit such representations and certifications in response to this solicitation. However, if any of these annual representations and certifications requires a change, the offeror shall submit those changes in accordance with FAR 52.204-8.

(2) If the offeror has not completed the annual representations and certifications electronically via the System for Award Management, or the current electronic representations and certifications are inaccurate or incomplete for purposes of this solicitation, the offeror shall complete and provide all of the representations, certifications, and other statements of the offeror as required in this solicitation's provision 52.212-3 Offeror Representations and Certification—Commercial Items.

## L.3 QUOTATION PREPARATION INSTRUCTIONS - TECHNICAL QUOTE- VOLUME II (TECHNICAL A)

### (a) General

(1) Volume II - Technical quotation consists of the Offeror's Relevant Corporate Experience and Past Performance.

(2) In order that your technical quotation may be evaluated strictly on the merit of the material submitted, no contractual cost or price information is to be included in your technical quotation.

### (b) Format and Content.

Volume II, Technical quotation, shall include the following components:

(1) Table of Contents. A suitable table of contents shall be provided for ready reference.

No materials shall be incorporated by reference which is not included in the technical proposal. Each volume/part of the proposal should stand alone.

(2) Exceptions and Deviations. This component shall identify any exceptions or deviations taken, or conditional assumptions made, with respect to the technical requirements of the solicitation.

Any exceptions taken must contain sufficient justification to permit evaluation. All benefits to the Government shall be explained for each exception taken. Such exceptions will not, of themselves, automatically cause a proposal to be termed unacceptable. However, a large number of exceptions or one or more significant exceptions not providing benefit to the Government may result in rejection of the proposal(s) as unacceptable.

### L-3.1 FACTOR 1 Relevant Corporate Experience

Quoting firms must first demonstrate that they or their subcontractor/teaming partner are already licensed and incorporated to do business in Mexico in order to receive further technical evaluation. The Government will consider the collective relevant corporate experience of the proposed contractor team. the proposed contractor team includes the prime, joint venture partner (if applicable), major subcontractor(s), corporate affiliates, and key personnel or corporate leadership who will be supporting the effort, if it's noted in the quotation that they will be committed to supporting the project.

(a) The Offeror shall specifically describe relevant corporate experience with the full scope of activities relevant to performing the work described in the SOW. Offeror shall include relevant corporate experience within the past five years. Offeror shall describe and demonstrate its relevant corporate experience working in the following areas:

- Experience as a prime contractor for the U.S. Government
- Experience designing and deploying hybrid telepresence systems
- Experience and demonstrated knowledge of the Mexican judicial system, Mexican correctional facilities, and State specific judicial requirements
- Experience deploying Advanced Analytics Modules that extra actionable Key Performance Indicators (KPIs)

For experience acquired as a subcontractor or teaming partner, identify the prime contractor and describe the depth and extent of the work performed, to include the percentage of the total contract dollar value performed by the Offeror's company.

**Offeror Experience:** The Offeror shall describe its relevant experience in the disciplines described in the preceding paragraphs in performing work of a similar size, scope, and complexity. Size is defined as dollar value and contract duration; scope is defined as type of work; and complexity is defined as performance challenges and risk.

**Subcontractor and Other Performing Entities Experience:** In addition to the Offeror's relevant experience, then Offeror shall provide the relevant experience of any proposed subcontractors and any other entities that are proposed to perform work under the contract. The Offeror shall describe the relevant experience, similar in size, scope, and complexity, in relation to that portion of the SOW proposed to be performed by the subcontractor or other entity. Other entities may include members of a joint venture, LLC or other similar entity.

**Relevant Contracts:** The Offeror shall provide experience information on up to three (3) contracts performed by the Offeror and up to three (3) contracts performed by each proposed subcontractor or other performing entity.

(3) Contracts described in the Relevant Corporate Experience Section shall also be included in the Past Performance Section of the proposal and described in the Past Performance Information Forms. The information on the Past Performance Information Forms may be used during the evaluation of the Relevant Corporate Experience, in addition to the narrative description.

If the Offeror is a newly formed entity, the Offeror shall provide experience information on up to three (3) contracts for each parent organization(s) or each member organization if the Offeror is a joint venture, LLC, or similar entity. These contracts shall have been completed within the last five (5) years or currently ongoing. In addition, the Offeror shall provide the contract number; issuing entity; contract price; contract type; contact name, address, and phone number; and duration of the contract. Contracts may be with Federal, state, and local Governments and/or with commercial customers. The experience information shall identify the portion of the work (as both a percentage and the types of work activities) under each of the referenced contracts performed by the Offeror, subcontractor, or other entity. For example, if the Offeror was a partner company in an LLC or a subcontractor during the performance of the referenced contract, the Offeror shall identify that portion of the work (as both a percentage and the types of work activities) the Offeror/subcontractor/other entity performed during the referenced contract.

Experience of corporate affiliates may be counted as relevant for purposes of this evaluation factor. Experience of corporate personnel from previous employment with other firms may be counted as relevant experience, however, referenced individuals must be committed to working on this requirement if awarded.

### L-3.2 FACTOR 2 Past Performance

(a) Contracts information. The offeror will provide documented successful past performance that is no older than 60 months. The offeror will provide and describe at least three but not more than five examples of successful past performance. For each example, the offeror will provide names and contact information of references that can describe and document offeror's successful past performance providing this type of course delivery work.

(1) Past performance information form. The offeror will submit its past performance information on the Past Performance Information Form contained in Attachment 3. One form will be provided for each past performance reference (contract).

(2) Contracts may be, but are not limited to, contracts with federal, state, local and foreign governments and/or with commercial customers.

(b) Performance information. The offeror will identify problems encountered in performance of these contracts and corrective actions taken by the offeror to resolve those problems. In addition, the offeror may describe any recognized accomplishments the offeror has received on the identified contracts.

(c) Terminated contracts. The offeror will provide a listing of any contracts of the offeror, subcontractors, or other performing entities that were terminated, including the reasons therefore, within the last 60 months. This listing of terminated contracts is not limited to only those contracts contained in the Past Performance Information Form.

(d) Past Performance Questionnaire. The offeror will provide the Past Performance Questionnaire contained in Attachment 4 to each of the contract references.

The offeror will request that clients return the Past Performance Questionnaire directly to DOS by electronic means to the address identified below no later than the date and time of solicitation closing.

(1) DOS address and contact information: E-mail: [ModrakER@state.gov](mailto:ModrakER@state.gov).

(2) Receipt of the questionnaires by the Government is not subject to the provisions at FAR 52.212-1 (f) related to late submissions.

(i) Sources of past performance information. The government may contact any or all of the references provided in the Past Performance Information Form. The government may also obtain past performance information from sources other than those provided by the offeror. This may include, but not be limited to, commercial and government clients, government records, regulatory agencies, and government databases such as the government's Contractor Performance Assessment Reporting System.

#### QUOTATION PREPARATION INSTRUCTIONS PHASE B- TECHNICAL QUOTE- VOLUME IV (TECHNICAL B)

Volume IV will be only required from quoting firms after the government evaluates technical quotes in Phase A (Volume II). Volume IV will only be requested from the quoting firms that are determined to have sufficient Relevant Corporate Experience and favorable (PASS) Past Performance.

#### L-3.3 FACTOR 3 Hardware, Software, and Related Equipment

Offeror proposes the products detailed in Attachment A and as referred to in the SOW. Any additional equipment quoted as necessary to perform the work is explained, justified, and compatible with the overall solution.

### L-3.4 FACTOR 4 In-Country Warranty

Quote clearly describes how warranty will be provided in-country. Quote clearly explains how the warranty process will be handled in Spanish directly with GoM personnel with minimal involved with INL Mexico personnel. The quote will also provide a clear explanation of specifically will be covered to return the solution to normal operational status. Quote shall describe what warranty cover is derived from OEM warranties and what warranty coverage is supplemental and provided by the contractor.

### L.3.5 FACTOR 5 Overall Technical Approach

The quotation clearly describes all major tasks to be performed and provides associated milestones. The tasks and milestones address solicitation requirements. In addition, the overall technical approach demonstrates a clear understanding of the tasks to be performed for successful execution of the project and in meeting objectives/requirements. The proposal identifies sound and implementable risk mitigation strategies.

## PHASE C: C-SCRM

### L-3.6 FACTOR 7 C-SCRM Go/No-Go Evaluation Factors

C-SCRM Proposal/Quote Instructions: (corresponding instructions to the factor below)

#### Cybersecurity C-SCRM Questionnaire

The offeror shall include in its offer Attachment 5, C- SCRM Questionnaire, and Attachment 6, C-SCRM Software Producer Attestation Form. Both documents must be completed in accordance with each attachment's instructions. Failure to follow the attachment's instructions may result in rejection of the offer. Instead of submitting the C-SCRM Software Producer Attestation Form, the offeror may provide a link in its offer to a public website and the attestation information on that website will be evaluated for this solicitation (except offerors shall not publicly post attestation information regarding Plan of Action and Milestones Model (POA&M)).

This factor is evaluated on a go/no-go basis. The Government will evaluate whether the submitted C-SCRM Questionnaire and C-SCRM Software Producer Attestation Form meet the definition for the "Go" or "No-Go" ratings for this factor. The "Go" and "No-Go" ratings and their definitions are as follows:

Rating: GO

Rating Definition: The quote **meets** the criteria in the following two (2) paragraphs

The C-SCRM Questionnaire contains both of the following:

- (1) C-SCRM Questionnaire instructions are completed; and
- (2) contains *Yes* answers for all questions in Sections 2 and 3 of the questionnaire.

For suppliers offering critical software (see <https://www.nist.gov/itl/executive-order-improving-nations-cybersecurity/critical-software-definition>), the C-SCRM Software Producer Attestation Form is completed for each software producer and meets the following: (1) name of software producer is provided; and (2) description of which product or products the statement refers to is provided; and (3) contains a statement attesting that the software products listed in Item

Number 1.3 of this form follow the Secure Software Development Framework (SSDF) as identified in NIST SP 800-218 (<https://csrc.nist.gov/pubs/sp/800/218/final>)

Rating: NO-GO

Rating Definition: The quote **does not meet** one (1) or more of the criteria in the following two (2) paragraphs.

The C-SCRM Questionnaire contains both of the following: (1) C-SCRM Questionnaire instructions are completed; and (2) contains *Yes* answers for all questions in Sections 2 and 3 of the questionnaire.

For supplier offering critical software (see <https://www.nist.gov/itl/executive-order-improving-nations-cybersecurity/critical-software-definition>), the C-SCRM Software Producer Attestation Form is completed for each software producers and meets the following: (1) name of software producer is provided; (2) description of which product or products the statement refers to is provided; and (3) contains a statement attesting that the software products listed in the Number 1.3 of this form follow the Secure Software Development Framework (SSDF) as identified in NIST SP 800-218 (<https://csrc.nist.gov/pubs/sp/800/218/final>)

#### L-004 Price Quote - Volume III

(a) General. The offeror shall prepare its price quote in accordance with the instructions in Tab 1 on the Attachment 2 Vol III Vendor Price Matrix. The offeror's quote should contain the offeror's price to perform the work set forth in the SOW; therefore, it must be current, accurate, complete and well documented. Price information is not to be included in other proposal volumes.

(b) Per the Instructions & Information Tab, all required cells must be completed in order to be considered compliant and receive evaluation. Proposals with improper or incomplete price matrices are considered materially noncompliant quotes and will not receive further evaluation.

(c) VAT: Value-Added Tax (VAT) will not be included in the overall evaluated price.

However, the Contracting Officer will review VAT to ensure that the proposed amount is rational and reasonable in the context of the proposed non-VAT priced line item. Quoting firms are encouraged to maximize use of the VAT to minimize their evaluated price and maximize overall savings to the USG. VAT reimbursements require the contractor to provide the specific documentation as detailed in the solicitation. Missing or incomplete documentation will result in non-payment of VAT invoices.

#### L-005 COMMUNICATIONS CONCERNING SOLICITATION

Only the Contracting Officer or his/her designated point-of-contact, may be contacted regarding this solicitation. Communication concerning this solicitation with any other Government personnel, including contractor support personnel, is prohibited unless specifically authorized elsewhere herein. If such contact occurs, the Offeror making such contact may be excluded from award consideration.

#### L-006 QUESTIONS REGARDING SOLICITATION

(a) Prospective offerors should submit any questions regarding this solicitation in writing to the Contracting Officer. Questions should be received by June 24, at 5:00 p.m. CST to ensure a timely response. Questions received after that date may not be answered prior to the date established for the receipt of proposals. Questions should be addressed

to: ModrakER@state.gov with the subject line: "19AQMM26Q0271: Mexican Courts Telepresence"

(b) The Department of State does not plan to hold a pre-proposal conference for prospective offerors. If, after a review of questions submitted by offerors, the Department of State believes a pre-proposal conference is necessary, one will be scheduled, and all prospective Offerors will be advised.

#### **52.217-5 - Evaluation of Options (DEVIATION JAN 2026)**

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Except when it is determined in accordance with FAR 17.202(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

#### **52.212-2 - Evaluation-Commercial Products and Commercial Services (DEVIATION JAN 2026)**

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**This provision has been tailored for use in Simplified Acquisition Procedures outlined in FAR Part 12.201-1**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

**To increase efficiencies for contractors and the Government as authorized under FAR 12.201-1, quotes will be evaluated in three phases. Phase A will include an evaluation of Factors 1 and 2, and will also consider price.**

*Relevant Corporate Experience (FACTOR 1)*

*Past Performance (FACTOR 2) PASS/FAIL (Note: Firms without Past Performance will be evaluated as Neutral and Treated as "Pass")*

**Phase B: After evaluating quotes submitted under FACTOR 1 and FACTOR 2, the government will request completed quotes covering Factors 3 and 4 from one or more quoting firm. Firms invited to participate in Phase B will be able to provide a revised Price Quote.**

*Hardware, Software, and Related Equipment (FACTOR 3)*

*In -Country Warranty (FACTOR 4)*

*Overall Technical Approach (FACTOR 5)*

**The Government will evaluate the extent to which the offeror demonstrates an understanding of the requirements and its ability to successfully perform the work described in the Statement of Work. The evaluation will consider the relevance, feasibility, and completeness of the proposed technical approach.**

**Phase C: The apparent successful quote will be evaluated against Factor 6 C-SCRM**

*C-SCRM Go/No-Go (FACTOR 6)*

The Offeror will be evaluated on the success of its past performance in both the Government and private sector over the past five years on a pass/fail basis.

The Technical Evaluation Factors and Past Performance, when combined, are more important than Price

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified

expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

### **M.1 - Price Evaluation**

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All quotes must be submitted in U.S. dollars only. All price quotes must utilize the Attachment 2 Price Matrix submitting as an Excel file (.xlsx format). A price realism analysis will not be conducted. Option prices will be analyzed and included in the overall price. VAT will not be considered in the overall evaluated price.

The initial price quote will be considered in determining firms for participation in Phase B. A revised price quote can be submitted with the other Volumes requested for Phase B.

Price will not be pointed scored or adjectively rated but will be evaluated on price reasonableness in accordance with FAR 12.204. The price quotes will also be used as an aid to determine best value and the Offeror's understanding of the requirements of the solicitation and price reasonableness.

**The evaluation factors for the Technical Quote, when combined, are more important than the evaluated price.**

### **M.2 - Basis for Award**

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The government will make award to the responsible offeror(s) whose offer conforms to the requirements of the solicitation and is evaluated as being the most advantageous to the government, cost or price and other factors considered. For this solicitation, technical merit is more important than price. Award will not be automatically determined by numerical calculation or formula relationship between price and technical merit. As price of the offerors' proposals becomes more equal, the technical evaluation may become the determining factor. The source selection authority shall determine what trade-off between technical merit and price promises the greatest value to the government, price and other factors considered.