

|   |   |                   |  |  |  |                                |  |
|---|---|-------------------|--|--|--|--------------------------------|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>   |   |                   |  | 1. CONTRACT ID CODE  |  | PAGE OF PAGES                  |  |
|   |   |                   |  | 1  |  | 2                              |  |
| 2. AMENDMENT/MODIFICATION NO.   |   | 3. EFFECTIVE DATE |  | 4. REQUISITION/PURCHASE REQ. NO.                           |  | 5. PROJECT NO. (If applicable) |  |
| 0001  |   | 10/03/2025        |  |  |  |                                |  |
| 6. ISSUED BY  |   | CODE              |  | 7. ADMINISTERED BY (If other than Item 6)                  |  | CODE                           |  |
|   |   | 70LGLY            |  |  |  |                                |  |
| DEPARTMENT OF HOMELAND SECURITY<br>FEDERAL LAW ENFORCEMENT TRAINING CENTERS<br>1131 CHAPEL CROSSING RD<br>GLYNCO GA 31524   |   |                   |  |  |  |                                |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)   |   |                   |  | (x) 9A. AMENDMENT OF SOLICITATION NO.                      |  |                                |  |
|   |   |                   |  | 70LGLY25QGLB00090  |  |                                |  |
|   |   |                   |  | x 9B. DATED (SEE ITEM 11)                                  |  |                                |  |
|   |   |                   |  | 09/26/2025   |  |                                |  |
|   |   |                   |  | 10A. MODIFICATION OF CONTRACT/ORDER NO.                    |  |                                |  |
|   |   |                   |  | 10B. DATED (SEE ITEM 13)                                   |  |                                |  |
| CODE  |   | FACILITY CODE     |  |  |  |                                |  |
| <b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>  |   |                   |  |  |  |                                |  |
| <input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended. <input type="checkbox"/> is not extended.<br>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |   |                   |  |  |  |                                |  |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required)   |   |                   |  |  |  |                                |  |
| <b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>  |   |                   |  |  |  |                                |  |
| CHECK ONE   | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |                   |  |  |  |                                |  |
|   | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |                   |  |  |  |                                |  |
|   | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |                   |  |  |  |                                |  |
|   | D. OTHER (Specify type of modification and authority)   |                   |  |  |  |                                |  |
| <b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.   |   |                   |  |  |  |                                |  |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)   |   |                   |  |  |  |                                |  |
| This amendment is being issued for the following reasons:   |   |                   |  |  |  |                                |  |
| 1. To add to Section C first paragraph: "Awards will be made per class. Schedules are received per month."  |   |                   |  |  |  |                                |  |
| 2. To change Section C, paragraph 2.1, subparagraph d concerning elevators.   |   |                   |  |  |  |                                |  |
| 3. To change Attachment 3 to Exhibit 3 in Section C, paragraph 5, subparagraph c.   |   |                   |  |  |  |                                |  |
| 4. To change Attachment 2 to Exhibit 2 in Section C, paragraph 5, subparagraph b.   |   |                   |  |  |  |                                |  |
| 5. To change Attachment 4 to Attachment 1 under note in Section C.  |   |                   |  |  |  |                                |  |
| 6. To change Category E to hotels with a physical address of Kingsland, GA or St. Marys, GA in Section F, paragraph F.2   |   |                   |  |  |  |                                |  |
| 7. To add Category F All other hotels in Section F, paragraph F.2.  |   |                   |  |  |  |                                |  |
| 8. As a result of the changes listed above and due to page numbering remove Section A   |   |                   |  |  |  |                                |  |
| Continued ...   |   |                   |  |  |  |                                |  |
| Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.   |   |                   |  |  |  |                                |  |
| 15A. NAME AND TITLE OF SIGNER (Type or print)   |   |                   |  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) |  |                                |  |
|   |   |                   |  | Erin Johnson   |  |                                |  |
| 15B. CONTRACTOR/OFFEROR   |   | 15C. DATE SIGNED  |  | 16B. UNITED STATES OF AMERICA                              |  | 16C. DATE SIGNED               |  |
|   |   |                   |  |  |  |                                |  |
| (Signature of person authorized to sign)  |   |                   |  | (Signature of Contracting Officer)                         |  |                                |  |

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
|                 | through Section F; and replace with the attached Section A through Section F annotated with Revised by Amendment 0001 and annotated by black bar in the left hand margin.<br>9. To incorporate Federal Acquisition Regulation (FAR) clause 52.232-18 Availability of Funds in Section D, paragraph D.1.<br>10. To change the submission date from October 3, 2025, to October 7, 2025, 1:00 pm ET. |                 |             |                   |               |

## SECTION A – Notice to Offerors

The RFQ number is 70LGLY25QGLB00090 and must be referenced on any documentation submitted to the Government.

### **This acquisition is expected to result in multiple firm fixed price awards.**

This is a combined synopsis/solicitation for lodging of students as a Request for Quotes (RFQ) for commercial items prepared in accordance with the format in Subpart 12.6, using the procedures under FAR Part 13, Simplified Acquisition Procedures and FAR Part 13.5 Simplified Procedures for Certain Commercial Products and Commercial Services as applicable, and supplemented with additional information included in this notice. This announcement constitutes the only solicitation; offers are being requested and a written solicitation will not be issued. This RFQ documents and incorporated provisions and clauses are those in effect through Federal Acquisition Regulation (FAR) Circular (FAC): FAC 2025-05, effective 8/7/2025.

***System for Award Management.*** By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database at time of submission of quote, prior to award, during performance and through final payment of any contract resulting from this solicitation. If the is not fully registered in the SAM database by time of submission of quote, the Contracting Officer will consider the vendor ineligible and any offer will not be accepted. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.sam.gov>.

***Set Aside Requirement.*** This commercial item acquisition will be a competitive **100% set aside for small business**. **There is a geographical restriction on the hotel/motel rooms for an area within 60 driving miles from the Federal Law Enforcement Training Centers (FLETC) Front Gate.** The address for the front gate is 1131 Chapel Crossing Road, Glynco (Brunswick), Georgia. The associated North American Industry Classification System (NAICS) code is 721110 with size standard \$40M.

***Question Deadline.*** All questions concerning this acquisition must be submitted via email by **September 30, 2025, 1:00 pm ET**. Answers to all questions will be posted on sam.gov to this solicitation. Questions are to be submitted to [erin.johnson@fletc.dhs.gov](mailto:erin.johnson@fletc.dhs.gov). Questions received after this date and time will not be accepted.

***Service Contract Act.*** Any resultant awards will be subject to the Service Contract Act. Wage Determination 2015-4477, Revision 32, dated 7/8/2025 has been attached for your reference (**Exhibit 1**). Employees must be paid the rate listed on the attached Wage Determination when performing work under any resultant award. This applies only to the time the employee spends performing work under any resultant award. These rates must be incorporated into the nightly rate quoted. For questions on how to determine what an employee is to be paid, please contact Department of Labor.

***Basis for Award.*** The Government will award a contract(s) resulting from this solicitation to the responsible offeror(s) whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. Please note that an award may not be issue for this request for quote. See F.2 52.212-2 Evaluation-Commercial Items (NOV 2021)

***Special Requirement Notice.*** No hotel/motel will be considered for an award if the facility is not within 60 driving miles from the front gate of FLETC, Glynco, GA; does not have an active SAM registration; or do not meet the requirements listed below. Please see Set Aside Requirement for geographical restrictions. Services are for Off Center Lodging as detailed in the Requirements and Dates (Section C) listed below.

***Instruction to Offerors.*** Offerors are to submit quotes in accordance with 52.212-1 Instructions to Offerors listed below. Quotes that differ from the instructions listed in 52.212-1 will be considered non-responsive and will not be evaluated nor eligible for award. See F.1 52.212-1 Instructions to Offerors - Commercial Products and Commercial Services. (SEP 2023).

It is the contractor's responsibility to monitor sam.gov for any amendments or changes to this RFQ. As stated in 52.212-1 below, all amendments must be acknowledged and submitted with your quote. Acknowledging an amendment is reviewing the amendment and filling in Block 8; signing the first page; and submitting JUST the first page of the Amendment Standard Form 30 (SF30) with your quote. If an Amendment is issued and not acknowledged; then the quote will be considered unacceptable and will not be evaluated nor eligible for an award. See F.1 52.212-1 Instructions to Offerors – Commercial Products and Commercial Services.

If you are quoting for multiple hotels; then a separate Hotel Services and Prices Form must be submitted for each hotel. **All forms can be submitted in the same email. If you are submitting separate Hotel Services and Prices forms in separate emails; then each email should be for one or more hotel with all required documents for the submitted Hotel Services and Prices included in that email.**

Acceptance of an award certifies that the firm will comply with FAR 52.222-50, Combating Trafficking in Persons, by notifying all employees and subcontractors at all levels.

The Government reserves the right to cancel this RFQ in its entirety at any time.

## SECTION B – HOTEL SERVICES AND PRICES FORM

Solicitation #: 70LGLY25QGLB00090

Due: **October 7, 2025; 1:00 pm ET.**

Terms of Express Warranty : N/A

- A. CONTRACTOR **LEGAL BUSINESS NAME:**
- B. CONTRACTOR DOING BUSINESS AS (OR FOR) This would be the hotel's name:
- C. COMPLETE PHYSICAL ADDRESS OF HOTEL (and include remit address if different):
- D. SAM Unique Entity Identifier (UEI) NOTE: this is not your DUNS #:
- E. POINT OF CONTACT:
- Alt. POC NOTE: This person will be cc on all correspondence:
- F. TELEPHONE:
- G. POINT OF CONTACT'S EMAIL ADDRESS:
- H. Designated Manager (paragraph 1.2.1 below) Name, Phone, and Email address if different from Point of contact above:
- I. Representation and Certifications are registered in SAM: **(Yes/No) If yes, fill out the following paragraph b of 52.212-3. If no; then submit a complete copy of 52.212-3.**
- (b)
- (1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.
- (2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated

in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

**J. Acknowledgment of Solicitation Amendments. Acknowledging an amendment is reviewing the amendment and filling in Block 8; signing the first page; and submitting JUST the first page of the Amendment Standard Form 30 (SF30) with your quote.**

**K. Offeror agrees prices and terms are effective for any purchase order awarded during the time period of October 28, 2025, through March 31, 2026. Yes/No If No; then include exceptions.**

| LINE ITEM | DESCRIPTION  | HOTEL RATE Per Night | ROOMS AVAILABLE | DATES AVAILABLE |
|-----------|--|----------------------|-----------------|-----------------|
| 0001      | SINGLE OCCUPANCY   |                      |                 |                 |
| 0002      | DOUBLE OCCUPANCY<br>must have 2 beds<br><b><u>If quoting this is separate from the rooms listed in 0001.</u></b>   |                      |                 |                 |
| 0003      | VIP Suites -Single Occupancy.<br>A suites is two (2) separate rooms that are separated by a wall. One (1) room has to be the bedroom and the other rooms is a sitting room/living room.<br>Restrooms do not count as a room. |                      |                 |                 |

**NOTE: You must quote for VIP suites, double and single occupancy separately to be considered for all line items. If you quote only for single; then you will only be considered for classes that will be single occupancy. If you only quote for double occupancy; then you will only be considered for classes that will be double occupancy. Most awards are for single occupancy. If you only quote for VIP suites; then you will only be considered for VIP classes and there may not be any VIP classes for that month.**

\_\_\_\_\_  
SIGNATURE, TITLE, DATE

## SECTION C - REQUIREMENTS AND DATES

The Government has a requirement for an estimated 2754 rooms for the time period of October 28, 2025, through March 31, 2026, for lodging students. This number is subject to change based on needs of the Government due to class changes, including but not limited to cancellations; additions; etc. The number is total rooms and will be broken down by class. At this time the Government does not know the specific arrival dates or departure dates because classes are still registering. Specific classes with number of students, arrival dates, and departure dates has not been finalized. Classes will arrive at different dates throughout the months of October 28, 2025, through March 31, 2026. Rooms will be ordered for the number of students in one (1) class. Awards will be made per class. Schedules are received per month. Thus, multiple awards are expected.

Typically, classes range from 24 students to 48 students; however, may be smaller or larger than 24 or 48. The classes will be arriving and departing at different times. **For example:** there may be two (2) classes of 24 students arriving on 4/1/2024 and departing on 4/14/2024; four classes of 24 to 48 students arriving on 4/1/2024 and departing on 4/10/2024; and then six classes of 24 to 48 students arriving on 4/15/2024 and departing on 4/28/2024 and the same for each month following.

The Government understands that availability will change due to changes and public use. Due to this, the Government will check with the offeror to see if the number of rooms quoted for a certain time period are still available before any resultant award(s). **Hotels/motels will have four (4) hours to respond to this email request for availability. The four (4) hours starts from the time the Government sends the email and is in Eastern Time. If a response is not received within four (4) hours; then the next hotel will be considered. The only exception is if the four (4) hour response would be after 5:00 pm ET. Then the response will be due the following weekday by 8:00 am ET unless otherwise noted on the request. NOTE: if responses are needed before the four (4) hours due to an emergency; then the request will list a time frame and if required imminently; then the point of contact listed on the HOTEL SERVICES AND PRICES form will be contacted via phone for availability. Note: changes to classes happen throughout the month (i.e. class cancellation; early arrivals, late departures; class reduction in size; class increase in size, etc). The Government will not accept any responses after the four (4) hours.**

Please submit a completed HOTEL SERVICES AND PRICES form along with additional documentation required under 52.212-1, 52.212-2, and 52.212-3 below to [Erin.Johnson@fletc.dhs.gov](mailto:Erin.Johnson@fletc.dhs.gov) no later than 1:00 pm, ET, October 7, 2025.

A separate HOTEL SERVICES AND PRICES form can be submitted for each month. **A different format from the Hotel Services and Prices form CANNOT be used to provide a quote. If you are quoting for different hotels; then a separate Hotel Services and Prices form is to be submitted for each hotel. It is acceptable to submit hotel availability dates on a separate document; however, the Hotel Service and Prices form must be attached with all information filled in, but under the line items “see attached,” and the dates are to be clearly**

**listed for each of the line items (0001, 0002, 003). See 52.212-1. If information required in the Hotel Service and Price form and the required documentation under 52.212-1, 52.212-2, and 52.212-3 is not submitted with your quote; then your quote will not be considered for an award.**

Note: If you are quoting for a hotel that requires a toll or parking pass to get to the hotel location (i.e. Jekyll Island); then the hotel is responsible for reimbursing the students on the day of arrival and then supplying passes that will cover the remaining dates of the students stay. This fee must be included in your quoted per night rate.

Note: If you are quoting for a hotel that has additional fees other than hotel room (i.e. parking etc); then this fee must be included in your quoted per night rate.

**Note: If you are a third party submitting an offer on behalf of a Hotel Owner, General Manager, or Director of Sales; offeror must include an authorization letter. This authorization letter must be the same format as Attachment 1 for the hotel quoted; dated and signed by the Owner, General Manager, or the Director of Sales of the hotel; not the Corporation. If the letter is signed by anyone other than one of these three (3) individuals (Hotel Owner, General Manager, or the Director of Sales), then the authorization letter cannot be considered. The authorization letter must be dated no earlier than the issuance date of this RFQ and must be for the length of this RFQ. This authorization letter must also include a point of contact (POC) at the hotel who is authorized to make changes in the event of emergencies and the third party cannot be reached; along with a statement that the POC is aware and knowledgeable of the terms and conditions of this RFQ; and the POC understands that only a Contracting Officer can make changes to any order.**

**If more than one (1) authorization letter and quote is received on a hotel from different third party companies and the letters are signed by the person(s) listed above; then the Government will take the lowest price quote. No matter what agreement is between the hotel and the third party or what is listed in the authorization letter. In the case of third parties, the hotel is a subcontractor. If a subcontractor does not follow an agreement that is in place between the subcontractor and the prime contractor; then that is between the Prime contractor and the subcontractor. The Government does not have privity of contract with any subcontractor.**

## PERFORMANCE WORK STATEMENT

### 1. Requirements/Specifications

#### 1.1 Scope of Work

- a. Contractor shall furnish all labor, materials, equipment, management, and supervision, for the length of stay indicated on orders. **Hotels/Motels must be within 60 driving miles from the front gate of FLETC, Glynco, GA.**
- b. These services shall be performed in support of the training programs at the DHS, FLETC located in Glynco, GA as described herein:
  - (1) This performance-based, firm-fixed price (FFP) contract describes the services to be performed and provides to the contractor both a standard for acceptable performance and quantities, limits, or areas that the service covers. The Contractor shall be responsible for achieving the stated results.
  - (2) The Contracting Officer (CO) shall appoint the Contracting Officer's Representative (COR) for this contract at time of award. During the terms of this contract any changes of the COR will be made in writing and provided to the Contractor.

#### 1.2 Contractor Personnel

- a. The Contractor shall manage the total work effort associated with the requirements of this PWS to assure adequate and timely completion of services. All employees assigned by the Contractor to the performance of work under this contract shall be capable and experienced in the type of work assigned or be given on the job training by the Contractor. All Contractor employees must be physically and mentally capable to perform the essential functions and demands of their assigned work in a safe and effective manner. Contractor shall ensure that all Contractor personnel have, as a minimum, a thorough knowledge of the contract specifications that pertain to their work skills. Prior to commencing work, the Contractor shall ensure employees are not under the influence of alcohol, drugs, or any other incapacitating agent(s). The Contractor shall ensure each employee is alert and capable of exercising good judgement and following instructions.
- b. The Contractor shall not employ any person who is an employee of the United States Government without the consent of the CO. The CO will determine if the employment of that person would create a conflict of interest. The Contractor shall ensure employees always conduct themselves in a courteous and businesslike manner. The Contractor shall ensure that no Contractor personnel accept gratuities of any kind. The Contractor shall ensure employees always practice acceptable personal hygiene and shall present a neat appearance.

##### 1.2.1. Manager/Alternates

Contractor shall:

Designate in writing at time of proposal, the name of the Program/Hotel manager and alternate. The designees shall be assigned to the facility and available to meet with the CO and/or COR at the facility between the hours of 8:00 am and 4:00 pm ET Monday through Friday, weekends, and federal holidays. The designees must be able to act on all contract matters. The employee's designation shall include at the minimum, the name, business email, and office phone number. If the designated point of contact leaves employment, the contractor must provide the Government with the new point of contact within four (4) hours of notification of employment termination.

### **1.2.2. Front Desk Clerk**

- a. Contractor shall ensure Front Desk Clerk is available on a 24-hour basis to include Federal holidays and weekends in order to assist in resolving student issues regarding the quality of assigned rooms.
- b. Contractor shall ensure that the Front Desk Clerk maintains a daily log of FLETC student complaints. Upon request, the Contractor will provide the student complaint log to the CO/COR.

### **1.3. Other Requirements**

The Contractor shall conduct the hotel/motel operation in strict compliance with all Federal, State and Local requirements and with all applicable provisions of the Department of Labor Wage Determination (Exhibit 1).

#### **1.3.1. Safety**

The Contractor shall conduct the operation in strict compliance with:

- (1) The Occupational Safety and Health Act of 1970 ([OSH Act of 1970 | Occupational Safety and Health Administration](#)).
- (2) The Hotel and Motel Fire Safety Act of 1990 ([H.R.94 - 101st Congress \(1989-1990\): Hotel and Motel Fire Safety Act of 1990 | Congress.gov | Library of Congress](#)).
- (3) The Fire Administration Authorization Act of 1992 ([H.R.2042 - 102nd Congress \(1991-1992\): Fire Administration Authorization Act of 1992 | Congress.gov | Library of Congress](#)).

#### **1.3.2. Handicap Accessibility**

Contractor shall conduct the operation in strict conformance with all Federal, State, and Local requirements and with all applicable provisions of the Americans with Disabilities Act (ADA).

#### **1.3.3. Advertisement/Signage**

- a. The Contractor shall not place any signage in public view, on internet websites, or social media platforms making reference to FLETC or FLETC's students housed on the premise. Contractor shall place any informational signage specific to FLETC students in the rooms utilized by the students.

- b. The Contractor shall always maintain the anonymity of FLETC students. Contractors who knowingly display signage or share information concerning FLETC students with individuals who do not have a need to know may incur penalties in the form of a Contract Discrepancy Report (CDR) and/or risk the termination of their contract. Area hotels/motels shall not refer to FLETC or its students in any form of advertisement (e.g., print media, internet, television, radio, etc...). Contractor shall only respond to inquiries for student information submitted by the CO and/or COR. Any other FLETC personnel requesting student information, either by phone or in person, shall be referred to the CO and/or COR.

#### **1.3.4. Security**

Contractor shall:

- (1) Ensure at all times the personal security and safety of FLETC students.
- (2) The Contractor shall ensure that the premises are free of loud noises (e.g. loud music, TV or guest), public drunkenness, illicit drug use, drug sales, prostitution; and transients.
- (3) Prior to students' arrival and during students' stay, the Contractor shall ensure that measures have been taken to prohibit the unauthorized entry into FLETC assigned rooms (e.g. re-coding/re-keying and or changing locks). These actions shall be taken for situations where room keys or access cards have been reported missing, lost or stolen.
- (4) With the exception of cleaning staff, hotel managers, hotel maintenance staff, and Emergency Responders, the Contractor shall not allow entry to rooms occupied by FLETC students to any persons unless authorized by the CO/COR.
- (5) The Contractor shall maintain the security of FLETC occupied rooms during cleaning and maintenance services by ensuring staff maintain room doors locked at all times when housekeeping and maintenance personnel are not in the rooms. The Contractor shall ensure that staff secure all room doors upon completion of housekeeping and maintenance services.

#### **1.3.5. Do Not Disturb Signs**

- a. If "Do Not Disturb" signs are on the room doors of FLETC students, the Contractor shall notify the CO/COR via email, during normal duty hours from 7:00 AM to 4:30 PM ET, Monday through Friday, with the exclusion of Federal Holidays. The email shall identify the class, room and name of the student utilizing the do not disturb sign during normal training hours.
- b. The hotel/motel management shall not address the use of the do not disturb signs directly with FLETC students.

#### **1.3.6. Service Animal**

- a. **Under ADA guidelines, hotel guests are not allowed to leave their service animal in their hotel room when they leave the hotel. A service animal must be under the control of**

**its handler and must be harnessed, leashed, or tethered, unless the individual's disability prevents using these devices or these devices interfere with the service animal's safe, effective performance of tasks.** In that case, the individual must maintain control of the animal through voice, signal, or other effective controls.

b. Students with service animals are protected, by law, under Title III (public accommodations and commercial facilities) of the ADA ([Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities \(ada.gov\)](https://www.ada.gov/)). The Government will inform the hotel/motel manager of a student checking into the hotel/motel with a registered service animal. The student and service animal shall be accommodated unless the animal poses a disruption or direct threat to hotel/motel staff or its patrons.

c. The Contractor shall immediately notify the CO/COR, if a service animal poses a threat to hotel/motel staff or other patrons.

### **1.3.7. Pest Control**

a. The Contractor shall provide pest control services for all rooms occupied by FLETC students at least bi-weekly and when requested by the Government during the duration of the student's stay. Notification shall be provided to occupant(s) prior to scheduled spraying, and after Government request(s) for special spraying, has been accomplished. Contractor shall provide a copy of the Pest Control Record to the CO/COR upon request.

b. Upon notification of a bed bug complaint, the Contractor shall immediately reassign the occupant to another room at no cost to the Government and shall have the room inspected by the Contractor's servicing pest control company. Once the inspection has been completed, the contractor will forward the pest control report to the CO/COR upon receipt, but no later than 24 hours after completion of the bed bug inspection.

c. All pest control companies, and their employees shall be licensed and certified in accordance with the "Georgia Structural Pest Control Act," Chapter 620-3. The Contractor shall ensure pest control companies use only those pesticides that comply with the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C.135 et seq.) The Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C.135 et seq.) can be found at the following web address:  
<https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=&cad=rja&uact=8&ved=2ahUKEwj8p5O9qZTvAhXvRt8KHYmzAl4QFjAKegQIBRAD&url=https%3A%2F%2Fwww.epa.gov%2Fenforcement%2Ffederal-insecticide-fungicide-and-rodenticide-act-fifra-and-federal-facilities&usg=AOvVawluxPrnEXmZJXdjLlOgWxA> as amended by the Federal Environmental Pesticide Control Act of 1972, Public Law 92-526 (86 Stat. 973).

### **1.3.8. Air Conditioner (A/C) and or Packaged Terminal Air Conditioner (PTAC)**

a. AC/PTAC units shall be free of dust, rust, mildew, and mold. The contractor shall ensure that unit cleanings occur in accordance with manufacturer's maintenance and cleaning instructions in rooms occupied by FLETC students.

### **1.3.9. Quiet Hours**

- a. FLETC students assigned lodging at hotels/motels shall follow the quiet hour policy of the assigned hotel. The Contractor shall notify the student(s) of quiet hour restrictions upon check-in.
- b. If FLETC students fail to comply with established quiet hours and interfere with the peace and quiet of other guests, the hotel may notify local law enforcement to assist with the student disturbance. The Contractor shall inform the CO/COR via email, by 9:00 AM ET on the next business day of the action taken and provide the student's name, class, and room number. The Government will take action to inform the student's employer/agency and will respond to the Contractor on the next business day.

### **1.4. Services**

- a. Hotel/motel support service shall include, but is not limited to, 24-hour-a-day message service, wake up calls, ice machine, and vending machines for beverages and snacks.
- b. The Government shall not be responsible for student(s) use of the hotel/motel FAX or other amenities.

## **2. Contractor Furnished Facilities, Property, and Services**

### **2.1. Hotel/Motel facilities and rooms shall include the following at a minimum:**

- a. Bedroom
  - (1) King, Queen or double sized bed, with the same sized bed linens, blankets, comforter/bedspreads, and mattress pad or a bedbug cover
  - (2) Dresser or chest of drawers
  - (3) Bedside table with working lamp
  - (4) Working color TV with remote control and basic cable/satellite package
  - (5) Closet or cubical space for hanging clothes
  - (6) Working micro fridge or refrigerator
  - (7) Working microwave. Common area microwaves are acceptable
  - (8) Table or desk, with lamp and chair. Table/desk shall have sufficient space to hold a laptop and shall be suitable for studying purposes.
  - (9) Working safe or safety deposit boxes in a secure location of hotel that is accessible to the students
  - (10) Working stain-free iron and ironing board/with cover
  - (11) Windows equipped with window dressing (drapes with blackout lining, drapes with window shades, or drapes with Venetian blinds.)
  - (12) Individual climate control unit in each room for air conditioning and heating
- b. Bathroom will include at a minimum:
  - (1) Working sink and mirror (may be located outside of the bathroom area)
  - (2) Working toilet

- (3) Working shower or tub
  - (4) Shower curtain, door, or walk in shower
  - (5) Bath linens for at least a one (1) night's stay (i.e., bath towels, washcloths, and hand towels)
  - (6) Paper supplies (i.e., toilet tissue and face tissue) for at least a one (1) night's stay.
  - (7) Complimentary items for at least a one (1) night's stay. Items are to include but are not limited to soap and shampoo
  - (8) Working hair dryer (may be located outside bathroom area)
- c. Hotel shall have a minimum of two wheeled luggage carts available for student use during their arrival and departure from the hotel.
- d. Hotel/Motel with more than one floor must be equipped with a functional elevator with a current inspection from a license elevator inspector. Elevator cannot be in any form or repair or have exposed wiring. Hotel/motels that are more than one (1) floor that do not have elevators can be considered only if offering the first-floor rooms.**
- e. Hotel/Motel must provide wireless internet service accessible in each room at no additional cost to the government.
- f. Hotel/motel cannot be in any phase of remodeling.

### 3. Housekeeping Services

- a. Cleaning Supplies and Paper Products: Unless specified otherwise in this PSOW, the Contractor shall furnish all materials and supplies required to perform the work prescribed in this contract. The Contractor shall furnish all paper products, soaps, cleaners, disinfectants, sanitizers, etc., that will be required to clean all areas in the specifications herein to include, but not limited to, cleaning the bathrooms, hallways, floors, rooms, and windows, etc. Cleaning services will require the use of products from the Environmental Protection Agency (EPA) List of Registered Products. This list can be found at the following web address:  
<https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2>
- b. Contractor shall ensure the accomplishment of housekeeping services daily between the hours of 8:00 am and 3:00 pm ET, Monday through Friday, excluding Holidays, to maintain overall room cleanliness.
- c. The Contractor shall perform services when the room is not occupied. If the occupant is present, the housekeeper shall ask permission to enter the room for cleaning. The Contractor personnel shall not disturb or rearrange personal belongings (other than bedding materials) of occupants.
- d. The Contractor shall report to the CO/COR within two hours of detection any room found unlocked and with the door open when the occupant assigned to that room is not present.

- e. Housekeeping services shall include, but is not limited to, bed(s) making, vacuuming and spot cleaning of carpet, sweeping/mopping all uncarpeted areas, cleaning bathrooms/fixtures, cleaning kitchenettes/fixtures, cleaning iron surfaces as needed, trash removal and cleaning the trash containers as needed, cleaning all appliances, dusting, and replenishment of disposable room supplies. Rooms shall be free of odors. Rooms designated as “No Smoking” shall be free from any residual odor.
- f. Contractor shall ensure that all cleaners and disinfectants used are in accordance with the manufacturer’s recommendations. The Contractor shall clean any visible dirt or debris from all surfaces using the cleaning or detergent products compatible with the surfaces requiring cleaning.
- g. Contractor shall exchange all bed(s) linens, except for bedspreads, at a minimum of twice per week on Monday and Thursday or upon request by the CO/COR. Bed linens shall be clean and free of mold, mildew, dirt, stains, odors, holes, and tears. Contractor shall exchange discolored or stained bedbug covers. Mattresses and box springs shall be clean, free of holes, tears, rips, dirt, stains, mold, mildew, and odors.
- h. The Contractor shall supply, each day to each student, a complete set of clean bath linens as follows: two washcloths, two hand towels, two bath towels and one bathmat. All bath linen shall be changed and laundered daily, Monday-Friday, excluding Holidays and non-training days. On Fridays and the day before a Federal Holiday, in addition to that day’s bath linen, additional bath linen shall be provided to each student for the weekend/holiday coverage. Bath linens shall be clean and free of mold, mildew, dirt, stains, odors, holes, and tears.
- i. Floors in rooms, entrances, lobbies, and corridors shall be free of dirt, and odors. Carpets shall be free of noticeable stains, debris, dirt, tears, burns, cuts, mold, and mildew. Contractor shall ensure carpeted floors are spot clean as needed. All uncarpeted areas shall be free of dust, dirt, stains spills, mold, and mildew. Contractor shall ensure areas under the bed(s), between beds and nightstands, behind furniture at the base of walls, and under freestanding furniture are clean and free of dust, dirt, debris, mold and mildew.
- j. Contractor shall ensure that all window coverings fit properly, are clean, free of holes no greater than one inch in diameter), tears, rips, dirt, stains, mold, mildew, and odors.
- k. Windows, Glass, and Metal Surfaces, including all surfaces on entrance doors, windows (interior and exterior that are accessible without a lift), partitions, pictures, and television screens shall be clean, free of dust, dirt, grime, streaks, grease smears, spider webs, and fingerprints.
- l. Walls within the room shall be clean and free of mold, mildew, dirt, dust, and stains or any other substances. Walls shall be free from peeling, damage, scars, marks, or unfinished/unpainted patch repairs.
- m. Ceilings within the room shall be clean and free of mold, mildew, dirt, dust, stains, or any other substances. Ceilings shall be free from damage, cracks, leaks, marks, peeling, scuffs, or unfinished/unpainted patch repairs that do not exceed one foot in diameter).

- n. All vents within the room shall be clean and free of dirt, dust, rust, mold, mildew, spider webs and other foreign objects.
- o. All furniture within the room shall not have any missing or loose parts, and shall be clean and free of stains, spots, dirt, dust, odors, foreign objects, mold, mildew, tears, or holes.
- p. All electrical appliances within the room shall be clean in working order and be free of dirt, dust, stains, mildew, mold, cracks, broken switches, odors, and loose/protruding wires. If lamps are equipped with lampshades, the lampshades will be free of dirt, dust, stains, mold, mildew, holes, and tears. If the electrical appliance is affixed to a surface, it shall be securely fastened to the surface, so it does not detach from the surface during its operation.
- q. Sink, toilet, and tub/shower shall be clean and free of mold, mildew, dirt, dust, stains, rust, chips, cracks, calcium build-up, broken or loose fittings, handles, waterspouts or shower curtain rods. Tub/shower curtain or door shall be clean and free of mold, mildew, dirt, dust, stains, holes, or tears.
- r. Safes or security deposit boxes are to be free of dirt, dust, mold, mildew, holes, stains, odor, foreign debris, and loose, broken, or missing control panels.
- s. Iron boards are to be in the room and equipped with a cover that is free of stains, marks, scars, tears, or holes.

#### 4. Other Important Information

- a. The Government will compete all purchase orders.
- b. All oral orders will be followed up with a written order.
- c. Purchase Orders may be modified/ordered by the CO only. The CO reserves the right to decrease the number of FLETC guests within the check in period without incurring any penalty or cost.
- d. Whenever possible, a two-week advance notice will be provided in the case of cancellations. However, the Government reserves the right to make changes 24 hours in advance without incurring any penalty or cost for CANCELLATION OR RELOCATION.  
**SPECIAL NOTE: Relocation can be to on Center dorms.** If the Government cancels after the 24-hour notification window; then the contractor may invoice for one (1) night for rooms ordered.
- e. If cancellations are made due to non-conformance with contract requirements, no notice shall be required, and the Government will not be liable for additional cost.
- f. All communications (verbal and written) must identify the Purchase Order number, class name, and class number.

- g. Hotels that require a toll or parking fee to access the location (e.g., Jekyll Island); are responsible for reimbursing the student on the day of arrival and then providing passes to the student that will cover the remaining dates of the student's stay.
- h. All hotel fees (i.e. parking, tolls, etc.) shall be incorporated into the contract price.

## 5. Student Check-In and Checkout

a. The Contractor is **REQUIRED** to verify the student's FLETC identification badge for class name and number upon check-in. The Contractor shall not make copies of the student badges or any other ID (driver's licenses, etc.). However, the Contractor is allowed to make copies of the "Check-in Information" sheet. If the Contractor allows students to check in without verification of the class name and number and the student is unauthorized, neither the Government nor the student is responsible for the reimbursement of the cost of the hotel/motel services. Check-In Information sheets cannot be stored for public viewing at any time. Check-In sheets shall only be made available to the student after their student ID is shown. Only the class check-in sheet coordinating with the student's class number shown on their ID shall be given to the student to sign.

**If a student arrives to check in and is not part of the class scheduled in the hotel/motel; then the hotel/motel shall inform the student to go to FLETC, Bldg. 1. If the student does not have transportation, the hotel/motel shall call (912) 267-2458 or (912) 267-2468 for pickup. It is the contractor's responsibility to ensure students that are checked in are assigned to the hotel. If the hotel assigns a room to a student that is not assigned to the hotel; then the contractor is responsible for the cost of the student staying at the hotel unless proof (student's check in information sheet) is provided to the Government to show that the student was assigned to the hotel. The hotel cannot charge the student for a night if the above was not followed.**

**SPECIAL NOTE: Signatures of FLETC student(s) are required at the date of check-in. Summary sheets shall not be typed due to possibility of late arrivals and early departures.**

b. The first business day after check-in, no later than 9:00 am ET, the Contractor shall submit to the CO/COR or any other government representative identified on or before contract award via email the name(s) and room assignments of student(s) who has/have checked into the hotel/motel on the Summary Sheet (Exhibit 2) provided with the order. The summary sheet must be sent in PDF format. Photos of the Summary Sheet will not be accepted. The Contractor shall also annotate all "no shows" on the Summary Sheet. The contractor shall continue to provide updated Summary Sheets that reflect student(s) check-in and checkout, room assignment changes and the number of rooms occupied by FLETC students throughout the scheduled time of the class's arrival and departure. The updated Summary Sheet shall be forwarded to the COR the next business day after the change(s) occur. The COR shall resolve any "no-shows" identified on the summary sheet and shall notify the contractor if the "no-show" room(s) can be released. If the Government does not respond to the contractor before 12:00 pm on the first business day after check-in; then the Government will incur the cost of the room for that day.

c. The Government will only pay for the actual nights that students were in residence at the hotel/motel. The only exception is when there is a “no show.” Hotels/Motels may invoice for “no shows” for one night unless Government notification listed in paragraph 5.b did not occur or the contractor did not provide the summary sheet to the COR by the time listed in 5.b above. Contractor shall attach accurate summary sheets signed by the individual student(s) at check-in to all invoices (Sample Invoice Exhibit 3) provided for payment. Summary Sheets are compared against the invoice and are used to validate the invoice. Vendors are allowed to submit an invoice after the class checks out. In cases where the class is in residence for longer than a month; the contractor may invoice every two weeks. Invoices MUST include all of the information listed on Sample Invoice, Exhibit 3. If an invoice is received that does not have this information and/or incorrect information, it will be returned to the contractor.

d. FLETC student(s) will be allowed early/late check-in on the date of arrival and late checkout on the day of departure without incurring any penalty or additional cost to the Government. In accordance with industry standards, the checkout time for the FLETC student(s) shall be 12:00 pm. Students must have prior approval for late departures. The CO/COR will notify the hotel of any approved late departures. FLETC student(s) shall have access to the assigned room until checkout time stated herein.

e. The Contractor shall notify the CO(s) and COR within 4 hours via email when a FLETC student departs early.

f. If a room is discovered empty by housekeeping or other hotel staff, the hotel/motel shall notify the CO and COR within four hours of discovery. Exceptions will be if the CO(s) has previously notified the Contractor of the early departure date or if the student(s) is departing only one day early.

## **6. Liability**

a. The Government shall not be liable for damages caused by the persons occupying the rooms covered under this contract, or any other expense incurred by these persons other than those prescribed in the provisions of this contract. The Contractor shall be responsible for notifying the COR if damages occur and are found prior to checkout. The Contractor is responsible for obtaining payment from each student for incidentals such as long-distance phone calls, room service, laundry services, damages, any unauthorized guests, etc.

b. The Government will not be responsible for the cost of any extra-nights lodging incurred by student(s) arriving earlier than the contracted arrival day or departing later than the contracted departure date unless notified and approved by the CO in advance. The Government will not be responsible for additional occupancy charges or fees incurred by student(s) or family of the student(s). The Contractor shall notify the CO/COR on the next business day of any family members or guest remaining overnight in a student’s assigned room.

## **SECTION D - CONTRACT CLAUSES**

System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations, including 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation, and paragraph (t) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. Components shall not consider or use these representations.

System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations. Examples include 52.222-25, Affirmative Action Compliance, and paragraph (d) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. Additional examples include 52.212-5, Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services, and 52.213-4, Terms and Conditions—Simplified Acquisitions (Other Than Commercial Products and Commercial Services).

### **D.1 52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [www.acquisition.gov/far](http://www.acquisition.gov/far)

Federal Acquisition Regulations (FAR) Clauses Incorporated by reference are as follows:

52.204-13 – Systems for Award Management Maintenance (OCT 2018)

52.204-18 Commercial and Government Entity Code Maintenance (AUG 2020)

52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)

52.212-4 Contract Terms and Conditions - Commercial Products and Commercial Services. (NOV 2023)

52.225-14 Inconsistency between English Version and Translation of Contract. (FEB 2000)

52.232-8 Discounts for Prompt Payment. (FEB 2002)

52.232-18 Availability of Funds (APR 1984)

52.233-1 Disputes. (MAY 2014)

52.246-4 Inspection of Services - Fixed-Price. (AUG 1996)

Department of Homeland Security Acquisition Regulations (HSAR) Clauses Incorporated by reference are as follows:

3052.205-70 Advertisements, Publicizing Awards, and Releases. (SEP 2012)

**D.2 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Products and Commercial Services. (JAN 2025)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) ( [31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).

(6) [52.233-3](#), Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ( 19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

*[Contracting Officer check as appropriate.]*

  X\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) (41 U.S.C. 4704 and [10 U.S.C. 4655](#)).

       (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509)).

\_\_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_X\_ (4) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ( [41 U.S.C. 4712](#)); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR [3.900](#)(a).

\_X\_ (5) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ( [31 U.S.C. 6101 note](#)).

\_\_\_ (6) [Reserved].

\_\_\_ (7) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (8) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (9) [52.204-27](#), Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

\_\_\_ (10) [52.204-28](#), Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) ( [Pub. L. 115-390](#), title II).

\_\_\_ (11)

(i) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) ( [Pub. L. 115-390](#), title II).

\_\_\_ (ii) Alternate I (DEC 2023) of [52.204-30](#).

\_X\_ (12) [52.209-6](#), Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (JAN 2025) ( [31 U.S.C. 6101 note](#)).

\_\_\_ (13) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ( [41 U.S.C. 2313](#)).

\_\_\_ (14) [Reserved].

\_\_\_ (15) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) ( [15 U.S.C. 657a](#)).

\_\_\_ (16) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (17) [Reserved]

\_X\_ (18)

(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (MAR 2020) of [52.219-6](#).

\_\_\_ (19)

(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (MAR 2020) of [52.219-7](#).

\_\_\_ (20) [52.219-8](#), Utilization of Small Business Concerns (JAN 2025)( [15 U.S.C. 637](#)(d)(2) and (3)).

\_\_\_ (21)

(i) [52.219-9](#), Small Business Subcontracting Plan (JAN 2025) ( [15 U.S.C. 637](#)(d)(4)).

\_\_\_ (ii) Alternate I (NOV 2016) of [52.219-9](#).

\_\_\_ (iii) Alternate II (NOV 2016) of [52.219-9](#).

\_\_\_ (iv) Alternate III (JUN 2020) of [52.219-9](#).

\_\_\_ (v) Alternate IV (JAN 2025) of [52.219-9](#).

\_\_\_ (22)

(i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

\_\_\_ (ii) Alternate I (MAR 2020) of [52.219-13](#).

\_\_\_ (23) [52.219-14](#), Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

\_\_\_ (24) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (25) [52.219-27](#), Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) (15 U.S.C. 657f).

\_\_\_ (26)

(i) [52.219-28](#), Postaward Small Business Program Rerepresentation (JAN 2025) (15 U.S.C. 632(a)(2)).

\_\_\_ (ii) Alternate I (MAR 2020) of [52.219-28](#).

\_\_\_ (27) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

\_\_\_ (28) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

\_\_\_ (29) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ( [15 U.S.C. 644\(r\)](#)).

\_\_\_ (30) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ( [15 U.S.C. 637\(a\)\(17\)](#)).

\_X\_ (31) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).

\_X\_ (32) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (JAN 2025)( [E.O. 13126](#)).

\_\_\_ (33) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

\_\_\_ (34)

(i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).

\_\_\_ (ii) Alternate I (FEB 1999) of [52.222-26](#).

\_X\_ (35)

(i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ( [38 U.S.C. 4212](#)).

\_\_\_ (ii) Alternate I (JUL 2014) of [52.222-35](#).

\_X\_ (36)

(i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ( [29 U.S.C. 793](#)).

- \_\_\_ (ii) Alternate I (JUL 2014) of [52.222-36](#).
- \_\_\_ (37) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ( [38 U.S.C. 4212](#)).
- \_\_\_ (38) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- \_X\_ (39)
- (i) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (ii) Alternate I (MAR 2015) of [52.222-50](#) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (40) [52.222-54](#), Employment Eligibility Verification (JAN 2025) ( [Executive Order 12989](#)). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)
- \_\_\_ (41)
- (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ( 42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (MAY 2008) of [52.223-9](#) (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (42) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) ( [42 U.S.C. 7671](#), *et seq.*).
- \_\_\_ (43) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) ( [42 U.S.C. 7671](#), *et seq.*).
- \_\_\_ (44) [52.223-20](#), Aerosols (MAY 2024) ( [42 U.S.C. 7671](#), *et seq.*).
- \_\_\_ (45) [52.223-21](#), Foams (MAY 2024) ( [42 U.S.C. 7671](#), *et seq.*).
- \_\_\_ (46) [52.223-23](#), Sustainable Products and Services (MAY 2024) ( [E.O. 14057](#), [7 U.S.C. 8102](#), [42 U.S.C. 6962](#), [42 U.S.C. 8259b](#), and [42 U.S.C. 7671](#)).
- \_\_\_ (47)
- (i) [52.224-3](#) Privacy Training (JAN 2017) ( [5 U.S.C. 552](#) a).
- \_\_\_ (ii) Alternate I (JAN 2017) of [52.224-3](#).

X   (48)

(i) [52.225-1](#), Buy American-Supplies (OCT 2022) (41 U.S.C. chapter 83).

       (ii) Alternate I (OCT 2022) of [52.225-1](#).

       (49)

(i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) ( [19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), [19 U.S.C. chapter 29](#) (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

       (ii) Alternate I [Reserved].

       (iii) Alternate II (JAN 2025) of [52.225-3](#).

       (iv) Alternate III (FEB 2024) of [52.225-3](#).

       (v) Alternate IV (Oct 2022) of [52.225-3](#).

       (50) [52.225-5](#), Trade Agreements (NOV 2023) ( [19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301 note](#)).

  X   (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

       (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

       (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

       (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

       (55) [52.226-8](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024) ( [E.O. 13513](#)).

       (56) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).

       (57) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, [10 U.S.C. 3805](#)).

\_\_\_ (58) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, [10 U.S.C. 3805](#)).

\_X\_ (59) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ( [31 U.S.C. 3332](#)).

\_\_\_ (60) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (61) [52.232-36](#), Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_ (62) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ( [5 U.S.C. 552a](#)).

\_\_\_ (63) [52.240-1](#), Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, [41 U.S.C. 3901](#) note prec.).

\_\_\_ (64) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).

\_\_\_ (65)

(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ( [46 U.S.C. 55305](#) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (APR 2003) of [52.247-64](#).

\_\_\_ (iii) Alternate II (Nov 2021) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

*[Contracting Officer check as appropriate.]*

\_X\_ (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

\_\_\_ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( [29U.S.C.206](#) and 41 U.S.C. chapter 67).

\_\_\_ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_X\_ (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

\_X\_ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

\_\_\_ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

\_\_\_ (10) [52.247-69](#), Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (JAN 2025) ( [49 U.S.C. 40118\(g\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

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

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

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

(e)

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

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) [52.203-17](#), Contractor Employee Whistleblower Rights (NOV 2023) ( [41 U.S.C. 4712](#)).

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

(iv) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(v) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) [52.204-27](#), Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)

(A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) ( [Pub. L. 115–390](#), title II).

(B) Alternate I (DEC 2023) of 52.204–30.

(viii) [52.219-8](#), Utilization of Small Business Concerns (JAN 2025) ( [15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702](#)(a) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(ix) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

(x) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).

(xi) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(xii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(xiii) [52.222-37](#), Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xiv) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xv) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ( [41 U.S.C. chapter 67](#)).

(xvi)

(A) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (MAR 2015) of [52.222-50](#) (22 U.S.C. chapter 78 and E.O. 13627).

(xvii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xviii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xix) [52.222-54](#), Employment Eligibility Verification (JAN 2025) ( [E.O. 12989](#)).

(xx) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xxi) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xxii)

(A) [52.224-3](#), Privacy Training (Jan 2017) ( [5 U.S.C. 552a](#)).

(B) Alternate I (JAN 2017) of [52.224-3](#).

(xxiii) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxiv) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxv) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( [31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of [52.232-40](#).

(xxvi) [52.240-1](#), Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, [41 U.S.C. 3901](#) note prec.).

(xxvii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ( [46 U.S.C. 55305](#) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

### **D.3 Not Used**

#### **D.4 52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023)**

(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)

#### **D.5 3052.242-72 Contracting Officer's Representative. (DEC 2003)**

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Representative (COR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COR under the contract.

(b) The Contracting Officer cannot authorize the COR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

(End of clause)

#### **D.6 Government Quality Assurance (QA) This applies to awards only. See Exhibit 4**

a. After Government inspection, the Contractor will be advised of any unsatisfactory condition(s) for which he/she is responsible. The Contractor shall correct such deficiencies within 24 hours after notification and, by written report to the Contracting Officer, shall address corrective/preventative actions taken. The Contractor shall provide in writing a plan to the Contracting Officer outlining the steps and estimated time of completion for any unsatisfactory conditions that cannot be resolved within the 24 hours after notification. The Government's Quality Assurance is not a substitute for Quality Control by the Contractor.

b. The Contracting Officer's Representative (COR) may check the Contractor's performance and document any noncompliance, but only the Contracting Office may take formal action against the Contractor for unsatisfactory performance. The COR will be designated at contract award. A resume of COR duties and authority will be furnished to the Contractor at time of award. The Contractor shall sign an acknowledgement of the COR appointment letter.

c. The COR will investigate, and the CO will validate all customer complaints. All complaints will be provided to the hotel/motel point of contact. Only complaints that are not in compliance with this contract will count as defects. If the complaint is serious enough to pose a threat to human safety (physical and health); then the person shall be moved to another room without cost to the Government. If the issue cannot be satisfied by moving the person to another room in the hotel/motel, the Government may move the class to another hotel/motel without any cost occurred to the Government. The hotel/motel responsible for the violation maybe responsible for cost incurred if an individual has to be moved to another hotel/motel.

#### **D.7 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEVIATION 20-05)**

(a) *Definitions.* As used in this clause  
"Covered article" means any hardware, software, or service that

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

"Covered entity" means

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (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.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from

- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.*

(1) In the event the Contractor identifies covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report, in writing, via email, to the Contracting Officer, Contracting Officer's Representative, and the Enterprise Security Operations Center (SOC) at [NDAA Incidents@hq.dhs.gov](mailto:NDAA Incidents@hq.dhs.gov), with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Enterprise SOC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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

- (i) Within 1 business day from the date of such identification or notification: the contract number; the order number( s ), if applicable; supplier name; brand; model number (Original

Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph ( d), in all subcontracts, including subcontracts for the acquisition of commercial items.

(End of clause)

#### **D.8 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEVIATION 20-05)**

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

"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).

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

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

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

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

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

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause in writing via email to the Contracting Officer, Contracting Officer's Representative,

and the Enterprise Security Operations Center (SOC) at [NDAA\\_Incidents@hq.dhs.gov](mailto:NDAA_Incidents@hq.dhs.gov), with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Enterprise SOC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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

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

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

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

## **SECTION E – Exhibits/Attachments**

Exhibit 1: Department of Labor Wage Determination

Exhibit 2: Summary Sheet

Exhibit 3: Sample Invoice

Exhibit 4: Performance Requirements Summary

Attachment 1: Authorization Letter Template

All of the above will be at the end of the solicitation.

## SECTION F - PROVISIONS

### F.1 52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[www.acquisition.gov/far](http://www.acquisition.gov/far)

52.204-7 System for Award Management (NOV 2024)

52.204-16 Commercial and Government Entity Code Reporting (AUG 2020)

52.229-11 Tax on Certain Foreign Procurements – Notice and Representation (JUN 2020)

### F.2 52.212-1 Instructions to Offerors - Commercial Products and Commercial Services. (SEP 2023)

#### ADDENDUM TO 52.212-1

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition are 721110, \$40 million.

(b) *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. **Offers are to be submitted on form – HOTEL SERVICES AND PRICES (SECTION B) of this solicitation.** This form must be filled out correctly and fully. Alternative forms will not be accepted. A different format from the Hotel Services and Prices CANNOT be used to provide a quote. If you are quoting for different hotels; then a separate Hotel Services and Prices form is to be submitted for each hotel. It is acceptable to submit hotel availability dates on a separate sheet; however, the Hotel Service and Prices form must be attached with all information filled in but under the line items a “see attached” and the dates are to be clearly listed for each of the line items (0001, 0002, etc).

NOTE: Additional information required to be submitted is to be attached to the form.

DO NOT INCLUDE A COPY OF THIS SOLICITATION WITH YOUR QUOTE.  
DO NOT INCLUDE THE HOTEL AMENITIES WITH YOUR QUOTE.

Your quote should only include the Hotel Services and Prices form; additional sheet is needed for availability clearly outlining dates which line item; signed Amendments; required documentation listed below; if you take exception to any of the terms and conditions of this RFQ; and if you are a 3<sup>rd</sup> party the authorization letters.

**The following must be submitted. Do not alter or paraphrase this information:**

1. Offers are to be submitted on the Hotel Services and Prices Form (Section B). No alternative form will be accepted. If you are quoting for multiple hotels; then a separate Hotel Services and Prices form must be submitted for each hotel. All forms can be submitted in the same email. If you are submitting separate Hotel Services and Prices forms in separate emails; then each email should be for one or more hotel with all required documents for the submitted Hotel Services and Prices included in that email.

2. Do not submit the RFQ with your quote.

4. Do not include hotel amenities with your quote.

5. Do not include FAR or DFAR clauses with your quote.

6. If the offeror takes any exceptions to any of the terms and conditions of this RFQ; then they must clearly state the exceptions on the Hotel Services and Prices form.

7. If offeror answers yes to reps and certs being in System for Award management; then paragraph b on the **HOTEL SERVICES AND PRICES** form must be filled out.

8. **If you are a third party submitting an offer on behalf of a Hotel Owner, General Manager, or Director of Sales; offeror must include an authorization letter. This authorization letter must be the same format as Attachment 1; dated and signed by the Owner, General Manager, or the Director of Sales of the hotel; not the Corporation. If the letter is signed by anyone other than one of these three (3) individuals (Hotel Owner, General Manager, or the Director of Sales), then the authorization letter cannot be considered. The authorization letter must be dated no earlier than the issuance date of this RFQ and must be for the length of this RFQ. This authorization letter must also include a point of contact (POC) at the hotel who is authorized to make changes in the event of emergencies and the third party cannot be reached; along with a statement that the POC is aware and knowledgeable of the terms and conditions of this RFQ; and the POC understands that only a Contracting Officer can make changes to any order.**

**If more than one (1) authorization letter and quote is received on a hotel from different third party companies and the letters are signed by the person(s) listed above; then the Government will take the lowest price quote. No matter what agreement is between the hotel and the third party or what is listed in the authorization letter. In the case of third parties, the hotel is a subcontractor. If a subcontractor does not follow an agreement that is in place between the subcontractor and the prime contractor; then that is between the Prime contractor and the subcontractor. The Government does not have privity of contract with any subcontractor.**

9. Number of rooms and actual dates for availability MUST be provided. "N/A" or "upon request", etc. in the ROOMS AVAILABLE or DATES AVAILABLE columns will not be accepted. The dates column may include the dates of this RFQ i.e. October 28, 2025, to March 31, 2026. The room column cannot be a range of rooms i.e. 20 to 40 rooms. As stated in this

RFQ, 'the Government recognizes that changes will happen and will confirm availability with offerors before an order is issued.

**10. Acknowledging an amendment is reviewing the amendment and filling in Block 8; signing the first page; and submitting JUST the first page of the Amendment Standard Form 30 (SF30) with your quote.**

11. All required information for each hotel is to be submitted together in one (1) package. Separate emails from the quote providing information about the same hotel will not be accepted. For example, an email with the quote for Hotel A is received, and then another email is received with an authorization letter for Hotel A. This will not be accepted.

12.

- i. Hotel Services and Prices Form;
- ii. Availability dates (if need to submit on separate page);
- iii. All Amendments Acknowledged;
- iv. Third party authorization letter, if applicable; and
- v. Exceptions if any.

No other information is to be submitted. If additional information is submitted, it will not be evaluated.

**Offerors shall submit an electronic copy of its quote via email to [Erin.Johnson@fletc.dhs.gov](mailto:Erin.Johnson@fletc.dhs.gov), no later than 1:00 pm, ET, October 7, 2025. Only electronic submission will be accepted.**

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for October 28, 2025, through March 31, 2026, and shall be marked on the Hotel Services and Prices Form by answering paragraph K.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR [subpart 4.10](#)), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time

specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) 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) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) 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.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *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 from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be 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.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. N/A

(j) *Unique entity identifier*. (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR [subpart 32.11](#)) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

(k) [Reserved]

(l) *Debriefing*. In accordance with FAR Part 13.106-3(d), the contracting officer will provide brief explanations based on factors other than price, when requested and when practical. To maintain the integrity of the solicitation and to ensure an offeror does not gain an unfair advantage, the contracting officer will not release any pricing details until the after the final award is issued on or after March 31, 2026.

(End of provision)

## **F.2 52.212-2 Evaluation-Commercial Items (NOV 2021)**

The provision at 52.212-2 Evaluation-Commercial Items applies to this acquisition and is incorporated by reference to this RFQ. All offers that are deemed acceptable to this RFQ will be evaluated on location (driving miles); if hotel meets the requirement/specifications of this RFQ, price and availability in that order as follows:

Step 1. Quotes will be evaluated to ensure the hotel is within the driving mile restriction of this RFQ. **The 60 mile driving mileage restriction from the FLETC Front Gate (1131 Chapel Crossing Road, Glynco (Brunswick), GA) will be determined by using MapQuest, Route 1 only.** The Government is not held to the contractor's opinion on mileage.

Step 2. All hotels that are within the mileage restriction will then be grouped into the following categories:

- A. All hotels with a physical address of Brunswick, GA.
- B. All hotels with a physical address of St. Simons Island, GA.
- C. All hotels with a physical address of Darien, GA.
- D. All hotels with a physical address of Jekyll Island, GA.
- E. All hotels with a physical address of Kingsland, GA and St. Marys, GA.
- F. All other hotels that meet the mileage restriction.

Category A hotels will be evaluated first. Then hotels in category B; category C and so forth.

Step 3. Hotels in each category will then be evaluated to see if the requirement/specification of this RFQ is met. An inspection may be required to ensure hotel meets the requirements/specifications of this RFQ before being considered for any resultant award(s). The hotel will be notified within 24 hours when inspection is to take place. The hotel will be given one (1) opportunity for an inspection. Inspections will be the date the Government decides and cannot be changed unless the hotel is at full capacity. If a hotel refuses an inspection, is not ready for an inspection, under construction, or fails to pass the inspection; then the hotel cannot be considered for an award.

Step 4. Hotels in each category that meet the driving restriction and the requirement/specification of this RFQ will then be put in order by price with the lowest price first. Price will be evaluated to determine if the offeror's proposed price is fair and reasonable, complete, and balanced. The Government reserves the right to perform a price realism analysis at its sole discretion. **Prices above per diem will not be considered fair and reasonable and cannot be considered for an award. Note: Per diem is different per county. The per diem per county will be used in this step.**

Step 5. The lowest price hotel in Category A that meets the driving restriction and the requirement/specification of this RFQ will then be contacted by the Government to confirm what classes the hotel can accommodate for a certain month. Then the next lowest price hotel in Category A that meets the driving restriction and requirements/specification of this RFQ will be contacted. This process will be repeated until all hotels in Category A that meet the driving restriction and requirements/specification of this RFQ has been contacted or all classes for the month have been housed. Then this step will be repeated for Category B; then Category C; then Category D; and then Category E. Hotels in Categories B through E will not be contacted for that month if Category A hotels have fulfilled the Government's need for that month. This is true for all categories, i.e., Hotels in category C will not be contacted if hotels in Category A and B fulfill the Government's need for that month and the same for Category C, Category D, and Category E. If more than one hotel in a category has the same price; then the hotel with the most availability will be contact first. If more than one hotel in the same category has the same price; and availability; then those hotels will be contacted at the same time and whichever hotel

response the Government receives first will receive the award. Exception: If more than one hotel in the same category has the same price; availability; and quotes were from the same company, then, the Government will contact the hotel that appears first in the company's quote. Also see Section C, 3<sup>rd</sup> paragraph.

For VIP classes, only hotels with suites will be contacted for availability in accordance with Step 5 above. A suites is two (2) separate rooms that are separated by a wall. One (1) room has to be the bedroom and the other rooms is a sitting room/living room. Restrooms do not count as a room. The Government reserves the right to determine if a class is a VIP.

As stated above changes happen to classes throughout the month. If the class has been placed; then the hotel will be notified. If classes are added to the schedule; then the Government shall start at the begin of the 5<sup>th</sup> step listed in the paragraph above. All classes have to be scheduled as per above no matter if a vendor has had a class cancel, class reduction, or availability increase.

The Government will post on sam.gov under the solicitation when class placement for the month has been completed. Thus, no vendor inquires will be accepted nor answered for class placement. There will only be one (1) sam.gov posting for class placement per month. It will not be updated in the event classes are added to the schedule.

### **F.3 52.212-3 Offeror Representations and Certifications-Commercial Products and Commercial Services. (MAY 2024)**

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

*Covered telecommunications equipment or services* has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

*Economically disadvantaged women-owned small business (EDWOSB) concern* means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with [13 CFR part 127](#), and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#). It automatically qualifies as a women-owned small business eligible under the WOSB Program.

*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.

*Highest-level owner* means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

*Immediate owner* means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

*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).

*Manufactured end product* means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

*Place of manufacture* means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

*Predecessor* means an entity that is replaced by a successor and includes any predecessors of the predecessor.

*Reasonable inquiry* has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

*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 pursuant to 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"—

*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)).

*Service-disabled veteran-owned small business (SDVOSB) concern* means a small business concern—

(1)

(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart [19.14](#)).

(3) *Service-disabled veteran*, as used in this definition, means a veteran as defined in [38 U.S.C. 101](#)(2), with a disability that is service connected, as defined in [38 U.S.C. 101](#)(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

*Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program* means an SDVOSB concern that—

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

*Service-disabled veteran-owned small business (SDVOSB) Program* means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

*Small business concern*—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in [13 CFR part 121](#) and size standards in this solicitation.

(2) *Affiliates*, as used in this definition, 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.

*Small disadvantaged business concern*, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

*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

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

*Veteran-owned small business concern* means a small business concern—

(1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

*Women-owned business concern* means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

*Women-owned small business concern* means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

*Women-owned small business (WOSB) concern eligible under the WOSB Program* (in accordance with [13 CFR part 127](#)), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#).

(b)

(1) *Annual Representations and Certifications*. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs \_\_\_\_.

*[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

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

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#). Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that—

(i) It ☐ is, ☐ is not a small business concern; or

(ii) It ☐ is, ☐ is not a small business joint venture that complies with the requirements of [13 CFR 121.103\(h\)](#) and [13 CFR 125.8\(a\)](#) and (b). [ *The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.* ]

(2) *Veteran-owned small business concern.* [ *Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.* ] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *SDVOSB concern.* [ *Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.* ] The offeror represents that it ☐ is, ☐ is not an SDVOSB concern.

(4) *SDVOSB concern joint venture eligible under the SDVOSB Program.* The offeror represents that it ☐ is, ☐ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [ *Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.* ] [ *The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.* ]

(5) *Small disadvantaged business concern.* [ *Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.* ] The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern as defined in [13 CFR 124.1001](#).

(6) *Women-owned small business concern.* [ *Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.* ] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(7) *WOSB joint venture eligible under the WOSB Program.* The offeror represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of [13 CFR 127.506\(a\)](#) through (c). [ *The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.* ]

(8) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of [13 CFR 127.506\(a\)](#) through (c). [ *The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.* ]

**Note to paragraphs (c)(9) and (10):** Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

(9) *Women-owned business concern (other than small business concern).* [ *Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.* ] The offeror represents that it ☐ is a women-owned business concern.

(10) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_

(11) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see [13 CFR 126.200\(e\)\(1\)](#)); and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of [13 CFR 126.616\(a\)](#) through [\(c\)](#). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying

Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American-Supplies, is included in this solicitation.)

(1)

(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

| Line Item No. | Country of Origin | Exceeds 55% domestic content (yes/no) |
|---------------|-------------------|---------------------------------------|
|               |                   |                                       |
|               |                   |                                       |
|               |                   |                                       |

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. \_\_\_\_

[List as necessary]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(g)

(1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i)

(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or *Israeli End Products*:

| Line Item No. | Country of Origin |
|---------------|-------------------|
|               |                   |
|               |                   |
|               |                   |

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

| Line Item No. | Country of Origin | Exceeds 55% domestic content (yes/no) |
|---------------|-------------------|---------------------------------------|
|               |                   |                                       |
|               |                   |                                       |
|               |                   |                                       |

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR [25.105](#)).

Line Item No. \_\_\_\_

[List as necessary]

(v) The Government will evaluate *offers* in accordance with the policies and procedures of FAR [part 25](#).

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

*Israeli End Products:*

| Line Item No. |
|---------------|
|               |
|               |
|               |

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraphs (g)(1)(i)(B) and (g)(1)(ii) for paragraphs (g)(1)(i)(B) and (g)(1)(ii) of the basic provision:

(g)(1)(i)(B) The terms “Korean end product”, “commercially available off-the-shelf (COTS) item,” “critical component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(g)(1)(ii) The Offeror certifies that the following supplies are Korean end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Korean End Products or Israeli End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
|               |                   |
|               |                   |
|               |                   |

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

*Other End Products:*

| Line Item No. | Country of Origin |
|---------------|-------------------|
|               |                   |
|               |                   |
|               |                   |

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5\(a\)\(2\)](#) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]*

(1) *Listed end products.*

| Listed End Product | Listed Country of Origin |
|--------------------|--------------------------|
|                    |                          |
|                    |                          |
|                    |                          |

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

☐ (i) *The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.*

☐ (ii) *The offeror may supply an end product listed in paragraph (i)(1) 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 any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.*

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

☐ (1) *Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4](#)(c)(1)*. The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) *Certain services as described in FAR [22.1003-4](#)(d)(1)*. The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ( [26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ( [31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

☐ Sole proprietorship;

☐ Partnership;

- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_.

(5) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) *Representation.* The Offeror represents that—

- (i) It ☐ is, ☐ is not an inverted domestic corporation; and
- (ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and Certifications*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(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 owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR [25.703-2](#)(a)(2) 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 (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>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3](#)(g) or a comparable agency provision); and

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

(p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

*(Do not use a "doing business as" name)*

*(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

*(r) Predecessor of Offeror.* (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name:\_\_\_\_\_.

(Do not use a "doing business as" name).

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all solicitations that require offerors to register in SAM ( [12.301](#)(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:\_\_\_\_\_.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an

entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

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

(2) The Offeror represents that—

(i) It ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

#### **F.4 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. (JUN 2020)**

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

*Person*—

(1) Means—

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

*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) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with Federal Acquisition Regulation (FAR) [25.703-4](#), by submission of its offer, the offeror—

(1) 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;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions 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

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR [25.703-2\(a\)\(2\)](#) 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>).

(d) *Exception for trade agreements.* The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if-

(1) This solicitation includes a trade agreements notice or certification (e.g., [52.225-4](#), [52.225-6](#), [52.225-12](#), [52.225-24](#), or comparable agency provision); and

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

(End of provision)

#### **F.5 52.204-29 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS— REPRESENTATION AND DISCLOSURES (DEC 2023)**

(a) *Definitions.* As used in this provision, *Covered article*, *FASCSA order*, *Intelligence community*, *National security system*, *Reasonable inquiry*, *Sensitive compartmented information*, *Sensitive compartmented information system*, and *Source* have the meaning provided in the clause [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(b) *Prohibition.* Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(c) *Procedures.*

(1) The Offeror shall search for the phrase “FASCSA order” in the System for Award Management (SAM)( <https://www.sam.gov>) 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 (b)(1) of FAR [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR [4.2303\(c\)\(2\)](#)).

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

(d) *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 (e).

(e) *Disclosures*. The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:

- (1) Name of the product or service provided to the Government;
- (2) Name of the covered article or source subject to a FASCSA order;
- (3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;
- (4) Brand;
- (5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
- (6) Item description;
- (7) Reason why the applicable covered article or the product or service is being provided or used;

(f) *Executive agency review of disclosures*. The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

(End of provision)

#### **F.6 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)**

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

in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

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

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) ( <https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

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

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

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

(e) *Disclosures.*

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of provision)

## **F.7 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICE-REPRESENTATION (OCT 2020)**

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) ( <https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c)

(1) *Representation.* The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

## **F.8 3052.209-70 Prohibition on Contracts with Corporate Expatriates (JUN 2006)**

(a) *Prohibitions.* Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this provision, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) *Definitions.* As used in this provision:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting ‘more than 50 percent’ for ‘at least 80 percent’ each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special rule for related partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) Warrants;
- (ii) Options;
- (iii) Contracts to acquire stock;
- (iv) Convertible debt instruments;
- (v) Others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.

(f) Disclosure. The offeror under this solicitation represents that [Check one]:

☐ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108–7000 through 3009.108–7003;

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108–7000 through 3009.108–7003, but it has submitted a request for waiver pursuant to 3009.108–7004, which has not been denied; or

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108–7000 through 3009.108–7003, but it plans to submit a request for waiver pursuant to 3009.108–7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of provision)