

**BLANKET PURCHASE AGREEMENT (BPA)
FOR LODGING AND/OR MEETING EVENT SERVICES
IN SUPPORT OF THE
SCIENTIFIC REVIEW EVALUATION ACTIVITY (SREA) PROGRAM
OF THE
NATIONAL INSTITUTES OF HEALTH (NIH)
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

The vendor agrees to the terms, conditions, and provisions of this Blanket Purchase Agreement (BPA). The terms, conditions, and provisions apply to all BPA Calls issued under the parent BPA. The vendor will review and return the completed application electronically via the NIH SREA BPA Hotel Application Tool (HAT).

(Name of Vendor/Company)

(BPA No., if known)

(Signature of Authorized Individual)

(Date)

(Typed Name and Title of Authorized Individual)

The vendor represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this BPA: (list names, titles, and telephone numbers of the authorized negotiators).

NAME (please print)	TITLE	TELEPHONE	EMAIL ADDRESS

VENDOR'S MAILING ADDRESS INFORMATION

Legal Business Name

Doing Business As (DBA) Name

Mailing Address

City, State, Zip Code

Vendor Tax Identification Number (TIN)

Unique Entity ID (UEI) Number

Company's Contact Person

Company's Contact E-Mail Address

Telephone Number

Fax Number

System for Award Management (SAM) Expiration Date

Company's Web Site Address

UNIQUE ENTITY IDENTIFIER ID (UEI)

The vendor Unique Entity Identifier (UEI) number will replace the vendor DUNS across the Federal government. The elimination of the DUNS will remove the need for a third-party entity Dun and Bradstreet (D&B) to assign vendor identification numbers; instead, the UEI will be created for any “new” vendors in SAM.gov.

SYSTEM FOR AWARD MANAGEMENT REGISTRATION

FAR 4.1102 requires **ALL** Government vendors and contractors to register in the System for Award Management (SAM). More information can be found in FAR Clause 52.212-4(t). Vendors must register before they can receive an award or extension of a BPA or BPA Call. Vendors must update or renew their registration annually to maintain an active status in order to allow payments to continue from the federal government. To register, go to the SAM website at <https://sam.gov/content/home> The main telephone number for assistance is 1-866-606-8220 or <https://www.fsd.gov>.

Submit a copy of your company’s SAM registration with the completed BPA package.

ANNUAL REPRESENTATIONS AND CERTIFICATIONS

The vendor must complete the Representations and Certifications online through <https://sam.gov/content/home>. After reviewing the representations and certifications, the vendor verifies by submission of its BPA Package that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this BPA (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [vendor to insert changes, identifying change by clause number, title, date].

Submit your company’s valid Representations and Certifications with the completed BPA package.

Any changes provided by the vendor are applicable to this BPA only and do not result in an update to the representations and certifications posted within SAM.

1. Description of Agreement:

This Blanket Purchase Agreement (BPA) is limited only to the rental of lodging and meeting rooms and audio-visual equipment and services in support of NIH peer review meetings and only during the period specified or as modified or renewed or until it is terminated in writing by either party.

2. Extent of Obligation:

The Government is obligated only to the extent of authorized purchases made under the BPA. The purchase of supplies, equipment, and/or services in excess of the amount specified on BPA Orders/Calls, is not authorized.

3. Purchase Limitation:

The ordering of supplies, equipment, or services in excess of the BPA Order/Call limitation or outside the limitations of the BPA description will not be honored and may result in the termination of this Agreement. BPA Orders/Calls issued against this agreement are limited to the Simplified Acquisition Threshold, currently \$250,000, or the limitation of the Contracting Officers Warrant, whichever is less.

4. Individuals authorized to purchase under the BPA:

A list of individuals authorized to purchase under this BPA will be provided to each BPA holder. The list will identify 1) the name of the individual, 2) the IC and, if available, the organizational component, and 3) the dollar limitation of the Contracting Officer's Warrant.

5. Ordering Procedures Under the BPA:

A BPA Call will be issued per meeting. Additional terms and conditions governing this agreement are also included in Document A, "SREA BPA SOW 2024-2025". Competition among BPA holders at the needed location will be conducted for requirements exceeding the micro-purchase threshold. In addition, the Contracting Officers shall make small businesses set-aside determination at the BPA Call level.

6. Instructions for Submitting Electronic Invoices Via Email to CSR SREA:

To facilitate the prompt payment of invoices, the vendor is to submit invoices through IPP.gov and send a copy of the invoice and all backup and supporting documentation to the "Consignee" designated in BPA Order/Call (SF347).

For BPA Orders/Calls issued by the NIH SREA office, the vendor is to send a copy of the invoice and backup documentation via email to CSRSREAHotelContracts@mail.nih.gov.

For inquiries regarding payment of invoices:
CSRSREAHotelContracts@mail.nih.gov

7. INSTRUCTIONS FOR SUBMITTING ELECTRONIC INVOICES TO THE NIH OFFICE OF FINANCIAL MANAGEMENT (OFM) VIA THE DEPARTMENT OF TREASURY’S INVOICE PROCESSING PLATFORM (IPP)

This blanket purchase agreement incorporates HHSAR 352.232-71 Electronic Submission of Payment Requests in full text to the NIH Office of Financial Management (OFM) electronic invoice submission through the Department of Treasury’s Invoice Processing Platform (IPP).

Effective March 21, 2022, all invoices must be submitted using IPP. All IPP invoices must contain a Unique Entity Identifier (UEI) which is located in the System for Award Management (SAM) and replaces the Dun & Bradstreet Data Universal Numbering System (DUNS) number.

HHSAR 352.232-71 Electronic Submission of Payment Requests (February 2, 2022)

- (a) *Definitions.* As used in this clause—
Payment request means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), “Content of Invoices” and the applicable Payment clause included in this contract.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Department of Treasury Invoice Processing Platform (IPP) or successor system. Information regarding IPP, including IPP Customer Support contact information, is available at www.ipp.gov or any successor site.
- (c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with HHS procedures.
- (d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer’s written authorization with each payment request.

(End of Clause)

HHSAR 352.232-71 applies to all Blanket Purchase Agreement Calls issued under this award.

The following clause is applicable to all Purchase Orders, Task or Delivery Orders, and Blanket Purchase Agreement (BPA) Calls: **Prompt Payment (Jan 2017) FAR 52.232-25**. Highlights of this clause and NIH implementation requirements follow:

I. Invoice Requirements

A. An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. A proper invoice is an "Original" which must include the items listed in subdivisions 1 through 12, below, in addition to the requirements of FAR 32.9. If the invoice does not comply with these requirements, the Contractor will be notified of the defect within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish, and 5 days for perishable agricultural commodities, dairy products, edible fats or oils) with a statement of the reasons why it is not a proper invoice. (See exceptions under II., below.) Untimely notification will be taken into account in the computation of any interest penalty owed to the Contractor.

1. Vendor/Contractor: Name, Address, and Point of Contact for the invoice (Name, title, telephone number, e-mail, and mailing address of the point of contact).
2. Remit-to address (Name and complete mailing address to send payment).
3. Remittance name must match exactly with the name on the original order/contract. If the remittance name differs from the Legal Business Name, then both names must appear on the invoice.
4. Invoice date.
5. Unique invoice #s for all invoices per vendor regardless of site.
6. NBS document number formats must be included for awards created in the NBS: Contract Number; Purchase Order Number; Task or Delivery Order Number and Source Award Number (e.g., Indefinite Delivery Contract number; General Services Administration number); or, BPA Call Number and BPA Parent Award Number.
7. Unique Entity Identifier (UEI) which is located in the System for Award Management (SAM) and replaces the Dun & Bradstreet Data Universal Numbering System (DUNS) number.
8. Federal Taxpayer Identification Number (TIN). In those exceptional cases where a contractor does not have a UEI number or TIN, a Vendor Identification Number (VIN) must be referenced on the invoice. The VIN is the number that appears after the contractor's name on the face page of the award document.
9. Identify that payment is to be made using a three-way match.
10. Description of supplies/services **that match** the description on the award, by line billed.*
11. Freight or delivery charges must be billed as shown on the award. If it is included in the item price do not bill it separately. If identified in the award as a separate line item, it must be billed separately.
12. Quantity, Unit of Measure, Unit Price, Extended Price of supplies delivered, or services performed, as applicable, and that **match** the line items specified in the award.*

NOTE: If your invoice must differ from the line items on the award, please contact the Contracting Officer before submitting the invoice. A modification to the order or contract may be needed before the invoice can be submitted and paid. Shipping costs will be reimbursed only if authorized by the Contract/Purchase Order.

If authorized, shipping costs must be itemized. Where shipping costs exceed \$100, the invoice must be supported by a bill of lading or a paid carrier's receipt.

B. The Contractor shall submit invoices to the Department of Treasury's Invoice Processing Platform (IPP) at <https://www.ipp.gov> with a copy to the approving official, as directed below.

The Contractor shall submit a copy of the electronic invoice to the following Approving Official (Contracting Officer) and Contracting Officer's Representative:

Approving Official: Contracting Officer

Name-_____Email Address-

Contracting Officer's Representative

Name-_____Email Address-

II. Invoice Payment

A. Except as indicated in paragraph B., below, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

1. The 30th day after the designated billing office has received a proper invoice.
2. The 30th day after Government acceptance of supplies delivered or services performed.

B. The due date for making invoice payments for meat and meat food products, perishable agricultural commodities, dairy products, and edible fats or oils, shall be in accordance with the Prompt Payment Act, as amended.

III. Interest Penalties

A. An interest penalty shall be paid automatically if payment is not made by the due date and the conditions listed below are met, if applicable.

1. A proper invoice was received by the designated billing office.
2. A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with a term or condition.
3. In the case of a final invoice for any balance of funds due to the contractor for supplies delivered or services performed, the amount was not subject to further settlement actions between the Government and the Contractor.

B. Determination of interest and penalties due will be made in accordance with the provisions of the Prompt Payment Act, as amended, the Contract Disputes Act, and regulations issued by the Office of Management and Budget.

IV. PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS, FAR 52.232-40 (December 2013)

- a. Upon 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.
- 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, include this paragraph c, in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of Clause)

V. HHSAR 352.232-71 Electronic Submission of Payment Requests (February 2, 2022)

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

- Payment request* means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), “Content of Invoices” and the applicable Payment clause included in this contract.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Department of Treasury Invoice Processing Platform (IPP) or successor system. Information regarding IPP, including IPP Customer Support contact information, is available at www.ipp.gov or any successor site.
- (c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing by HHS procedures.
- (d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer’s written authorization with each payment request.

(End of Clause)

VI. General Information: Much of the information required for a proper invoice, pursuant to FAR 32.905(b)(1), will be extracted from the System for Award Management (SAM) database located at: <https://sam.gov/content/home>. Therefore, the Contractor must ensure that the information in SAM is current, accurate, and complete. If funds are misdirected due to incomplete or erroneous data in SAM, the Government is deemed to have made payment and the Contractor is responsible for the recovery of any misdirected funds.

- a. Frequency:** Payment requests shall be submitted upon delivery and acceptance of goods or services unless otherwise specified in the award.
- b. Invoice Number:** Each payment request must be identified by a unique invoice number, regardless of the number of NIH contracts or orders held by an organization. For example, if a Contractor has already submitted invoice number 05 on one of its contracts or orders, it cannot use that same invoice number for any other contract or order.

- c. Currency:** All NIH contracts are expressed in United States dollars. When the Government pays in a currency other than United States dollars, billings shall be expressed, and payment by the Government shall be made, in that other currency at amounts coincident with actual costs incurred. Currency fluctuations may not be a basis of gain or loss to the contractor/vendor. Notwithstanding the above, the total of all invoices paid under this contract may not exceed the United States dollars authorized.
- d. Shipping/Delivery/Freight:** These charges must be billed as shown on the award. If it is included in the item price do not bill separately. If identified in the award as a separate line item, it must be billed separately. For shipping costs exceeding \$100, the supporting documentation, i.e., bill of lading or paid carrier's receipt must be included as an attachment to the payment request.
- e. Assignment of Claims:** When an approved assignment of claims has been executed, both the Contractor and the assignee must be registered in SAM. The Contractor must update its SAM record to add the assignee's banking information. The Contractor shall obtain a Unique Entity Identifier (UEI) number with the assignee's bank name and address.

8. Hotel and Motel Fire Safety Act of 1990 (P.L. 101-391):

Pursuant to Public Law 101-391, no Federal funds may be used to sponsor or fund in whole or in part a meeting, convention, conference, or training seminar that is conducted in, or that otherwise uses the rooms, facilities, or services of a place of public accommodation that do not meet the requirements of the fire prevention and control guidelines as described in the Public Law. This restriction applies to public accommodations both foreign and domestic.

Public accommodations that meet the requirements can be accessed at: <https://apps.usfa.fema.gov/hotel/>.

9. Confidentiality and Non-Disclosure of Information:

Confidentiality and Nondisclosure of Information- Any information provided to the contractor (and/or any subcontractor) by HHS or collected by the contractor on behalf of HHS shall be used only to carry out the provisions of this contract and shall not be disclosed or made known in any manner to any persons except as may be necessary in the performance of the contract. The Contractor assumes responsibility for the protection of the confidentiality of Government records and shall ensure that all work performed by its employees and subcontractors shall be under the supervision of the Contractor. Each Contractor employee or any of its subcontractors to whom any HHS records may be made available or disclosed shall be notified in writing by the Contractor that information disclosed to such employee or subcontractor can be used only for that purpose and to the extent authorized herein.

The confidentiality, integrity, and availability of such information shall be protected in accordance with HHS and NIH policies. Unauthorized disclosure of information will be subject to the HHS/NIH sanction policies and/or governed by the following laws and regulations:

- a. 18 U.S.C. 641 (Criminal Code: Public Money, Property or Records).
- b. 18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information); and
- c. 44 U.S.C. Chapter 35, Subchapter I (Paperwork Reduction Act).

Each employee, including subcontractors, having access to non-public Department information under this acquisition shall complete the "Commitment to Protect Non-Public Information - Contractor Employee Agreement" located at:

<https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Nondisclosure.pdf>

A copy of each signed and witnessed Non-Disclosure agreement shall be submitted to the Project Officer/COR prior to performing any work under this acquisition.

10. Dissemination of False or Deliberately Misleading Information:

The Vendor shall not use contract funds to disseminate information that is deliberately false or misleading.

11. Acknowledgement of Federal Funding:

The Vendor shall clearly state when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

12. Promoting Efficient Spending:

**Efficient Spending Policy: Guidance on Conferences and Virtual Events During COVID-19
Emergency
May 27, 2020**

Due to the COVID-19 emergency, many NIH-hosted and non-NIH-hosted events have been canceled or converted to virtual meetings. The Guidance on Conferences and Virtual Events during COVID-19 Emergency link is as follows:

- <https://oamp.od.nih.gov/sites/default/files/Efficient%20Spending%20Policy%20COVID-19%2020200527.pdf>

All other components of the [Efficient Spending Policy](#) remain in force, including printing requirements and obtaining pre-approval for all promotional items.

The NIH Policy on Promoting Efficient Spending was established in response to Executive Order 13589 to reduce wasteful spending when acquiring Conference/Meeting Space, Food, Promotional Items, and Printing and Publications commodities. The NIH Efficient Spending Policy implements the HHS Policy on Promoting Efficient Spending: Use of Appropriated Funds for Conferences and Meeting Space, Food, Promotional Items, and Printing and Publications (Jan 2015), and the links to each policy are as follows:

- <https://www.hhs.gov/grants/contracts/contract-policies-regulations/efficient-spending/index.html>
- https://oamp.od.nih.gov/sites/default/files/ContractToolbox/confpolrewrite20151101_508rev.pdf

13. BPA Administration:

This BPA (Agreement) is issued and administered by the NIH BPA Program Branch. Questions or concerns about this BPA Agreement are to be addressed to and by the BPA Program Branch.

Blanket Purchase Agreement (BPA) Program Branch
Division of Simplified Acquisition Policy and Services Division (DSAPS),
National Institutes of Health (NIH).
BPA Program Email: BPAProgramBranch@od.nih.gov
BPA Helpline: (301) 496-5212

BPA Orders/Calls are issued and administered by:
Center for Scientific Review (CSR)
SREA Management and Services Center
Email: CSRSREAHotelContracts@mail.nih.gov.

FEDERAL ACQUISITION REGULATION CLAUSES

The following FAR clauses and provisions are hereby incorporated by reference with the same force and effect as if it was given in the full text. Upon request, the Contracting Officer may provide the full text. The full text may be accessed at the following site: www.acquisition.gov/far

52.212-1 Instructions to Offerors – Commercial Items (June 2020)

52.212-2 Evaluation – Commercial Items (Oct 2014)

52.212-3 Offeror Representations and Certifications – Commercial Items (November 2020)

It is suggested for the vendor to read all of 52.212.3 and submit within SAM the representations and certifications electronically at <https://beta.sam.gov/>. If this is completed online, it is not necessary to provide any written responses to FAR Provision 52.212-3

52.212-4 Contract Terms and Conditions—Commercial Items (Oct 2018)

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Nov 2020)

Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Mar 2020)

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

- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).
- (3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
- (5) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (6) [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 items:

[Contracting Officer *at the Call/Order level, must check as appropriate.*]

- (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUNE 2020), with *Alternate I* (OCT 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).
- (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([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.)
- (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

- ___ (5) [Reserved].
- ___ (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- ___ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- ___X_ (8) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) ([31 U.S.C. 6101 note](#)).
- ___ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).
- ___ (10) [Reserved].
- ___ (11)
 - (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) ([15 U.S.C. 657a](#)).
 - ___ (ii) Alternate I (MAR 2020) of [52.219-3](#).
- ___ (12)
 - (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
 - ___ (ii) Alternate I (MAR 2020) of [52.219-4](#).
- ___ (13) [Reserved]
- ___ (14)
 - (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](#).
- ___ (15)
 - (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](#).
- ___ (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ___ (17)
 - (i) [52.219-9](#), Small Business Subcontracting Plan (JUN 2020) ([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 (JUN 2020) of [52.219-9](#).
- ___ (18)
 - (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](#).
- ___ (19) [52.219-14](#), Limitations on Subcontracting (MAR 2020) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ___ (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (JAN 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) ([15 U.S.C. 657f](#)).
- ___ (22)
 - (i) [52.219-28](#), Post Award Small Business Program Re-representation (NOV 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).
 - ___ (ii) Alternate I (MAR 2020) of [52.219-28](#).
- ___ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (MAR 2020) ([15 U.S.C. 637\(m\)](#)).

- ___ (24) [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 (Mar2020) ([15 U.S.C. 637\(m\)](#)).
- ___ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (26) [52.219-33](#), Nonmanufacturer Rule (MAR 2020) ([15U.S.C. 637\(a\)\(17\)](#)).
- X (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- X (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN2020) (E.O.13126).
- X (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- X (30)
 - (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
 - X (ii) Alternate I (FEB 1999) of [52.222-26](#).
- X (31)
 - (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
 - X (ii) Alternate I (JUL 2014) of [52.222-35](#).
- ___ (32)
 - (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
 - X (ii) Alternate I (JUL 2014) of [52.222-36](#).
- X (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- X (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- X (35)
 - (i) [52.222-50](#), Combating Trafficking in Persons (OCT 2020) ([22 U.S.C. chapter 78](#) and E.O. 13627).
 - X (ii) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- X (36) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ___ (37)
 - (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.)
- ___ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ___ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- ___ (40)
 - (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
 - ___ (ii) Alternate I (OCT 2015) of [52.223-13](#).
- ___ (41)
 - (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
 - ___ (ii) Alternate I (Jun2014) of [52.223-14](#).
- ___(42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).

- ___ (43)
 - (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
 - ___ (ii) Alternate I (JUN 2014) of [52.223-16](#).
- ___ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- ___ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- ___ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).
- ___ (47)
 - (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).
 - ___ (ii) Alternate I (JAN 2017) of [52.224-3](#).
- ___ (48) [52.225-1](#), Buy American-Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
- ___ (49)
 - (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 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 (MAY 2014) of [52.225-3](#).
 - ___ (iii) Alternate II (MAY 2014) of [52.225-3](#).
 - ___ (iv) Alternate III (MAY 2014) of [52.225-3](#).
- ___ (50) [52.225-5](#), Trade Agreements (OCT 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- ___ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (JUN 2008) (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. 2302](#)Note).
- ___ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov2007) ([42 U.S.C. 5150](#)).
- ___ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).
- ___ (55) [52.229-12](#), Tax on Certain Foreign Procurements (JUN 2020).
- ___ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (FEB 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- ___ (57) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- ___ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([31 U.S.C. 3332](#)).
- ___ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- ___ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).
- ___ (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).
- ___ (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).
- ___ (63)
 - (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
 - ___ (ii) Alternate I (APR 2003) of [52.247-64](#).
 - ___ (iii) Alternate II (FEB 2006) of [52.247-64](#).

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

[Contracting Officer check as appropriate.]

- ___ (1) [52.222-41](#), 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) ([29 U.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](#)).
- ___ (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (NOV 2020).
- ___ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- ___ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(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 the type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
 - (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([41 U.S.C. 3509](#)).
 - (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing

Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

- (iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).
 - (iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
 - (v) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([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.
 - (vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
 - (vii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).
 - (viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
 - (ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
 - (x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
 - (xi) [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](#).
 - (xii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).
 - (xiii)
 - (A) [52.222-50](#), Combating Trafficking in Persons (OCT 2020) ([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).
 - (xiv) [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](#)).
 - (xv) [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](#)).
 - (xvi) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).
 - (xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (NOV 2020).
 - (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
 - (xix)
 - (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
 - (B) Alternate I (JAN 2017) of [52.224-3](#).
 - (xx) [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. 2302 Note](#)).
 - (xxi) [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](#).
 - (xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). 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 items a minimal number of additional clauses necessary to satisfy its contractual obligations.

FAR Clauses INCORPORATED BY REFERENCE when the applicable circumstances apply

Full text of the below FAR Clauses can be found at:

<https://www.acquisition.gov/content/part-52-solicitation-provisions-and-contract-clauses>

- 52.204-9 Personal Identify Verification of Contractor Personnel (Jan 11)
- 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.
- 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
- 52.204-26 Covered Telecommunications Equipment or Services-Representation.
- 52.223-3 Hazardous Material Identification and Material Safety Data (Jan 97), Alternate I (Jul 95) (Applicable to orders involving hazardous materials) (Vendors must include a listing of materials) (Offeror must include listing of materials before or at time of award).
- 52.224-1 Privacy Act Notification (Apr 84) (Applicable when the design, development or operation of a system of records on individuals is required.)
- 52.224-2 Privacy Act (Apr 84) (Applicable when the design, development or operation of a system of records on individuals is required.)
- 52.227-14 Rights in Data--General (May 14) (not applicable for the acquisition of existing data, commercial computer software, or other existing data, as described in FAR 27.405-2 through 27.405-4.
- 52.227-17 Rights in Data--Special Works (Dec 07) (applicable when BPA Call will compile data for the Government's internal use.)
- 52.227-18 Rights in Data--Existing Works (Dec 07) (applicable when contracting exclusively for, without modification, existing audiovisual and similar work).
- 52.227-19 Commercial Computer Software—Restricted Rights (Dec 07) (applicable to BPA Calls for existing computer software excluding GSA multiple award schedule contracts.)
- 52.232-39 Unenforceability of Unauthorized Obligations (Jun 13)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 84) (Applicable to work performed at a Government site.)
- 52.237-7 Indemnification and Medical Liability Insurance (Jan 97) (For nonpersonal/ professional service BPA Calls for medical/health care services)
- 52.245-1 Government Property
- 52.245-1 Government Property, Alternate II
- 52.245-2 Government Property, (Installation Operations Services)
- 52.245-9, Use and Charges
- 52.247-66 Returnable Cylinders (May 94) (Applicable when BPA Call involves the purchase of gas in vendor-furnished cylinders and the vendor retains title to the cylinders).

Buyer must insert a clause in full and fill it out when applicable before vendor accepts BPA Call.

FAR CLAUSES INCLUDED IN FULL TEXT

FAR Clause 52.213-3 Notice to Supplier (Apr 1984)

This is a firm order ONLY if your price does not exceed the maximum line item or total price in the Schedule. Submit invoices to the Contracting Officer. If you cannot perform in exact accordance with this order, *Withhold Performance*, and notify the Contracting Officer immediately, giving your quotation.

FAR Clause 52.242-15 Stop Work Order (August 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
 - 1) Cancel the stop-work order; or
 - 2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

FAR Clause 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification. (May 2014) (certify below)

(a) The offeror shall check the following certification:

Certification

The offeror [] does [] does not certify that-

(1) 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.

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An “established catalog price” is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An “established market price” is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror.

(3) 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

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) 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. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(d)(3) that the Service Contract Labor Standards statute-

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision-

(1) The clause of this solicitation at 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

FAR Clause 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (certify below and sign)

As prescribed in 4.2105(a), insert the following provision:

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Dec 2019)

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

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

“Covered telecommunications equipment or services”, “critical technology”, and “substantial or essential component” have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(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. Contractors are not prohibited 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.

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

(d) *Representations.* The Offeror represents that— (make a selection)

(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.* If the Offeror has represented in paragraph (d) of this provision that it “will” provide covered telecommunications equipment or services”, the Offeror shall provide the following information as part of the offer—

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

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

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, 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).

FAR Clause 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in 4.2105(a), insert the following provision: Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)

(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 to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite-delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite-delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite-delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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

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

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

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

FAR Clause 52.204-26 Covered Telecommunications Equipment or Services-Representation.

As prescribed in 4.2105(c), insert the following provision:

Covered Telecommunications Equipment or Services-Representation (Dec 2019)

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” has the meaning provided in 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://beta.sam.gov/>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

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

HHSAR CLAUSES INCORPORATED BY REFERENCE:

Full text of the below HHSAR Clauses can be found at: <http://www.hhs.gov/policies/hhsar/>

- 352.211-1 Public Accommodations and Commercial Facilities (DEC 2015)
- 352.203-70 Anti-lobbying. (Dec 2015)
- 352.204-70 Prevention and Public Health Fund—Reporting Requirement (Dec 2015)
- 352.222-70 Contractor cooperation in equal employment opportunity investigations (Dec 2015)
- 352.223-70 Safety and health. (Dec 2015)
- 352.224-70 Privacy Act (Dec 2015)
- 352.227-70 Publication and Publicity (Dec 2015)
- 352.237-71 Crime Control Act—reporting of child abuse (Dec 2015)
- 352.237-74, Non-Discrimination in Service Delivery (Dec 2015).
(Applicable in solicitations, BPA Calls & orders to deliver services under HHS’ programs directly to the public.)
- 352.239-73 Electronic information and technology accessibility (Dec 2015)
- 352.270-5a Notice to Offerors of Requirement for Compliance with the Public Health Service Policy on Humane Care and Use of Laboratory Animals (Dec 2015)
- 352.270-5b Care of Live Vertebrate Animals (Dec 2015)