



**Embassy of the United States of America  
Islamabad, Pakistan**

10-May-2022

Contracting Officer (GSO)  
U.S. Embassy Islamabad  
Diplomatic Enclave, Ramna-5  
Islamabad

E-mail: Islamabad-GSO-Contracting@state.gov;  
Phone: 92-51-201-5643

**Subject:** Request for Price Quotation – 3D Illumination Project

The Embassy requests your price quote on a priority basis for the following item/Services:

**1. ITEM DESCRIPTION:**

The U.S. Embassy Islamabad requires supplies/services under Purchase Order for U.S. Embassy. Price must remain valid for ninety (90) days and shall not be revised until delivery is made in accordance with resultant purchase order.

**2. Pricing Table**

<b>Item</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Total Price*</b>
1	<b>Content development</b>	01Job	
2	<b>Site: Centaurus: Building permissions/rentals, local authorities' permission for Islamabad</b>	01Job	
3	<b>Site: Centaurus: Building illumination inclusive of logistics</b>	01Job	
4	<b>Site: ZTBL Building illumination inclusive of logistics</b>	01Job	
5	<b>Site: ZTBL Building permissions/rentals, local authorities' permission for Islamabad</b>	01Job	

6	<b>Site: Saudi Pak Tower</b> <b>Building illumination inclusive of logistics,</b>	01Job	
7	<b>Site: Saudi Pak Tower</b> <b>Building permissions/rentals, local authorities' permission for Islamabad</b>	01Job	
8	<b>Site: State Life</b> <b>Building illumination inclusive of logistics</b>	01 Job	
9	<b>Site: State Life</b> <b>Building permissions/rentals, local authorities' permission for Islamabad</b>	01Job	
10	<b>Site: OGDCL</b> <b>Building illumination inclusive of logistics.</b>	01 Job	
11	<b>Site: OGDCL</b> <b>Building permissions/rentals, local authorities' permission for Islamabad</b>	01Job	
12	<b>Digital marketing services/activation/media promotion</b>	01Job	

\* Prices are all in PKR. US Embassy will select only one of the sites mentioned above for the illumination project. Vendor must quote for every site.

### 3. SCOPE OF WORK (SOW)

The U.S. Mission Pakistan would like to invite vendors to submit proposals for 3D illuminated projection on a public building in Islamabad on the occasion to commemorate 75<sup>th</sup> Anniversary of U.S./Pakistan Bilateral Relations. The U.S. Mission Pakistan plans to use 3D projection technology to showcase animated images and videos reflecting on the history of American-Pakistani relations from the past 75 years for a wide-ranging public.

The Embassy plans to organize projection on iconic city landmarks in Islamabad. The animation needs to be created for the proposed building site. The storyline and visual content provided from the Embassy to produce animations will remain the same. The projections should ideally take place in Islamabad during the Fall 2022.

The animated content should be up to a duration of 5-minute that will loop for at least 2 hours every day for the entire duration of the show (total 9 days). Preferred showing time shall be 8:00 – 10:00 p.m.

The vendor shall work closely with the U.S. Embassy Public Affairs Section in Islamabad to receive still graphics and video content and produce final animation with a storyline. The

storyline shall receive prior approval by the Embassy to lead into production of the final animation video. The vendor shall submit a draft of the final animation content to be cleared and approved by the Embassy/Consulates review committee. The vendor should consider three-week time for necessary clearances from the Embassy before the final launch date. The vendor shall also arrange for a U.S. Embassy/Consulate official to deliver live virtual remarks at the project inaugural event.

The show will last for 9 days timeframe depending upon the final proposed budget. The vendor shall be able to secure all permissions, NOCs etc. required for projection.

Following is the desirable site for projection in Islamabad.

- Centaurus Mall, One Constitution Avenue (Event date: Fall 2022 TBC)

The vendor can also quote other sites per below list with cost breakdown that can be considered as alternate locations.

- ZTBL
- SAUDI PAK TOWER
- State Life
- OGDCL

The vendor shall additionally create a professional video beforehand and the Embassy/Consulates will release these videos ahead of the live projection to be shared across social media by public instead of amateur phone recordings. The Embassy will also issue a press release and arrange to invite journalists/media reporters to the first night of each projection.

Examples: The best way to understand the concept is to look at videos from other cities. This two minute video presents a sort of “greatest hits” of projections from around the world: <https://youtu.be/jtFthRSqRwQ>

Vendor shall also be able to secure permissions, NOCs from relevant authorities and must have necessary industrial linkages to secure preferred sites to realize the projects.

#### End of Statement of Work

#### **4. OFFER REQUIREMENTS:**

- a) Please submit your proposal (**one soft file of technical proposal & one soft file of financial proposal**) on or before **May 25, 2022, at 15:00 Hrs.** via Email to following email address:

[Islamabad-GSO-Contracting@state.gov](mailto:Islamabad-GSO-Contracting@state.gov);

- b) Please prepare a quotation on your company letterhead in accordance with the requested details of this RFQ.
- c) Please provide reference of our RFQ number:19PK3322Q1075 in all your correspondence regarding this request for price quotation.

**5. EVALUATION CRITERIA**

- a) Vendors having at least 5 years' experience of Handling 3D illumination projection. Please provide Purchase Orders
- b) Provide at least list of 30 projects of handling 3D illumination projection out of which 2 projects should be of year 2022.
- c) Please share portfolio and describe hardware and software technology from previous and proposed projects inclusive of media coverage. Please provide list.
- d) Vendors should have ownership of hardware and software, technical skills, know-how, and experience of using architectural portrait casting, 3D illumination, digital cartography technologies. Please share the list
- e) Vendor should be well versed in identification of virtual point of view, scaling, warping, blending, mapping, canvas design, development of parametric model, story boarding, content modeling, animation, structure fabrication etc. Should possess hardware related to rendering, farm casting system, central processing engine, play out engine etc. to undertake complete scope of this project in its entirety. Please share the list
- f) Vendor should have appropriate human resource on payroll including casting engineers, creative directors etc., Please share the list

**6. TERMS & CONDITIONS**

- a) **Place of Delivery:** All deliverables will be made to:  
**U.S. Embassy Islamabad, Pakistan**
- b) **Inspection & Acceptance:** The COR/POC will inspect the products/services delivered to determine the quality and acceptability. Substandard products for this project shall be returned at vendor's expense.
- c) **Payment Terms:** Payment will be made within 30 days through Electronic Funds Transfer (EFT) upon submission of legitimate invoice to Financial Management Officer (FMO).
- d) **Submission of Invoice:** Each invoice shall include vendor invoice number, purchase order/contract number, date issued, brief description of supplies/services provided, quantities, unit and total price, and signed by the signing authority.  
**Invoices must be routed to:**
  - One original invoice in pdf format to the Financial Management Center to [IslamabadFMC-Invoices@state.gov](mailto:IslamabadFMC-Invoices@state.gov)
  - One copy clearly marked "DUPLICATE Copy for GSO – original submitted to FMO" to [Islamabad-GSO-Contracting@state.gov](mailto:Islamabad-GSO-Contracting@state.gov);
  - \*Note: Although email is the preferred method, invoices may also be submitted by mail (do not also send electronically if you mail the invoice to the following address:  
**Financial Management Officer (FMO)  
US Embassy, Diplomatic Enclave Ramna-5  
Islamabad**

- For payment related queries please contact [IslamabadFMC-Invoices@state.gov](mailto:IslamabadFMC-Invoices@state.gov).
- Contracting Officer takes no responsibility for payment and/or associated queries.

## **7. Government Furnished Property/Equipment**

- The Contractor is responsible for the proper care, maintenance and use of Government property in its possession or control from time of receipt until properly relieved of responsibility in accordance with the terms of the contract. The Contractor shall pay all costs for repair or replacement of Government furnished property that is damaged or destroyed due to Contractor negligence.
- The Contractor shall maintain written records of work performed, and report the need for major repair, replacement, and other capital rehabilitation work for Government property in its control.

## **8. Insurance**

The contractor is responsible for obtaining whatever insurance is necessary according to local laws. The contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the contractor, its officers, agents, servants, and employees, or any other person, arising from an incident to the contractor's performance. The contractor shall hold harmless and indemnify the Government from any and all claims arising there from, except in the instance of gross negligence on the part of the Government.

## **9. Safety**

652.236-70 ACCIDENT PREVENTION (APR 2004)

(a) General. The Contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the Contractor shall:

- (1) Provide appropriate safety barricades, signs and signal lights;
- (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
- (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.
- (4) For overseas construction projects, the Contracting Officer shall specify in writing additional requirements regarding safety if the work involves:
  - (i) Scaffolding;
  - (ii) Work at heights above two (2) meters;
  - (iii) Trenching or other excavation greater than one (1) meter in depth;
  - (iv) Earth moving equipment;
  - (v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
  - (vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(viii) Hazardous noise levels.

(b) Records. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Officer.

(c) Subcontracts. The Contractor shall be responsible for its subcontractors' compliance with this clause.

(d) Written program. Before commencing work, the Contractor shall:

(1) Submit a written plan to the Contracting Officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,

(2) Meet with the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(e) Notification. The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the Contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

(End of clause)

**10. CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS AWARDED BY OVERSEAS CONTRACTING ACTIVITIES (Current thru FAC 2021-02 effective 11/2020)**

**NON-COMMERCIAL ITEMS**

**FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This purchase order or BPA incorporates the following clauses and 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. Also, the full text of a clause may be accessed electronically at this address: [Acquisition.gov](https://acquisition.gov) this address is subject to change.

DOSAR clauses may be accessed at: <https://acquisition.gov/dosar>

**FEDERAL ACQUISITION REGULATION (48 CFR Ch. 1) CLAUSES:**

**NUMBER TITLE DATE**

52.204-6 UNIQUE ENTITY IDENTIFIER OCT 2020 OCT 2016

52.204-7 SYSTEM FOR AWARD MANAGEMENT OCT 2018

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS MAR 2020

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL [If contractor requires physical access to a Federally-controlled facility or access to a Federal information system.] JAN 2011

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS JUN 2020

52.213-2 INVOICES [If order is for subscriptions with advance payments.] APR 1984

52.213-4 TERMS AND CONDITIONS – SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) NOV 2020

52.217-6 OPTION FOR INCREASED QUANTITY [If order contains options where the quantity is expressed as a percentage of the basic order quantity or as an additional quantity of a specific line item.] MAR 1989

52.217-8 OPTION TO EXTEND SERVICES [If order is for services and contains options.] NOV 1999

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT [If order is for services and contains options). Fill-in for paragraph (a): “the performance period of the order or within 30 days after funds for the option become available, whichever is later”; fill-in for paragraph (c): \_\_\_\_ (insert time frame).] MAR 2000

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS MAR 2020

52.222-50 COMBATING TRAFFICKING IN PERSONS Alternate I (MAR 2015) [Applies when notified of specific U.S. directives or notices regarding trafficking in persons.] OCT 2020 JAN 2019

52.223-18 ENCOURAGING CONTRACTOR POLICIES ON BANNING TEXTING WHILE DRIVING JUN 2020

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT [If a translation of the contract is attached.] FEB 2000

52.225-19 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES [Applies to services at danger pay posts only.] MAY 2020

52.227-14 RIGHTS IN DATA – GENERAL [If order involves the production, furnishing or acquiring of data.] MAY 2014

52.227-17 RIGHTS IN DATA – SPECIAL WORKS [If order is for the compilation or production of data for the Government’s own use.] DEC 2007

52.228-3 WORKERS’ COMPENSATION INSURANCE (DEFENSE BASE ACT) [If order is for services and contractor employees are covered by DBA insurance.] JUL 2014

52.228-4 WORKERS’ COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS [If order is for services and contractor employees are not covered by DBA insurance.] APR 1984

52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS MAY 2014

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYTSEM FOR AWARD MANAGEMENT OCT 2018

52.232-36 PAYMENT BY THIRD PARTY (31 U.S.C. 3332). [If payment will be made by a third party, e.g., purchase card.] MAY 2014

52.233-1 DISPUTES Alternate I (DEC 1991) MAY 2014

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION [For services to be performed on USG installations.] APR 1984

52.242-17 GOVERNMENT DELAY OF WORK [For supplies.] APR 1984

52.243-1 CHANGES – FIXED PRICE [52.243-1 for supplies.] Alternate \*I (APR 1984) [\*for services] AUG 1987 APR 1984

52.245-1 GOVERNMENT PROPERTY [If the Department will provide Government property to the contractor.] JAN 2017

52.246-26 REPORTING NON CONFORMING ITEMS JUN 2020

52.247-35 F.O.B. DESTINATION, WITHIN CONSIGNEE’S PREMISES [for supplies requiring inside delivery] APR 1984

52.204–24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020).

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 Items. 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)

#### 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(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 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.

(End of clause)

52.204-26 Covered Telecommunications Equipment or Services-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) Representations. (1) 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)

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES (48 CFR Ch. 6):

NUMBER TITLE DATE

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES [for supplies to be delivered to an overseas post] JUL 1988

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD AUG 1999

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE [for services where performance will be on-site in a Department of State facility] FEB 2015

652.239-71 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES [for orders that include information technology resources or services in which the contractor will have physical or electronic access to Department information that directly supports the mission of the Department] SEP 2007

652.242-70 CONTRACTING OFFICER’S REPRESENTATIVE [if a COR will be named for the order, fill-in for paragraph b: “The COR is \_\_\_\_\_”.] AUG 1999

652.247-71 NOTICE OF SHIPMENTS [for overseas shipment of supplies] FEB 2015

652.242-73 AUTHORIZATION AND PERFORMANCE AUG 1999

652.243-70 NOTICES AUG 1999

The following clause is provided in full text, and is applicable for orders for services that will require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (FEB 2015)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's

employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of **PKR 10,000.00** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.