

<b>REQUEST FOR QUOTATION</b> <b>(THIS IS NOT AN ORDER)</b>	THIS RFQ _ IS x IS NOT A SMALL BUSINESS SET-ASIDE	Page 1 of 12
---	---	--------------

1. REQUEST NO. <b>19UZ8020Q0019</b>	2. DATE ISSUED <b>09/12/2020</b>	3. REQUISITION/PURCHASE REQUEST NO. PR9394845	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
--	-------------------------------------	--	--	--------

5a. ISSUED BY  <b>American Embassy Tashkent Embassy of the United States of America in Tashkent 3, Mayqorghon Street, 5th block, Yunusobod District Tashkent, Uzbekistan 100093</b>	6. DELIVER BY (Date)  <b>30 days after notice to proceed</b>
---	--

5b. FOR INFORMATION CALL (NO COLLECT CALLS)

NAME  <b>Shukhrat Arifdjanov</b>	TELEPHONE NUMBER +99878 120-54-50	7. DELIVERY _ FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See General Conditions/Requirements)
8. TO:		9. DESTINATION
a. NAME		a. NAME OF CONSIGNEE Per
b. COMPANY		<b>American Embassy Tashkent, Uzbekistan</b>

b. STREET ADDRESS <b>3, Mayqorghon Street, 5th block, Yunusobod District</b>	c. CITY <b>Tashkent</b>
---	----------------------------

c. STREET ADDRESS	c. CITY
-------------------	---------

d. CITY	e. STATE	f. ZIP CODE	d. STATE <b>Uzbekistan</b>	e. ZIP CODE <b>100093</b>
---------	----------	-------------	-------------------------------	------------------------------

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) <b>09/22/2020</b>	<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.
--	--

**11. SCHEDULE (Include applicable Federal, State and local taxes)**

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1.	3 sets of Car lifts per schedule sheet below	3	each		

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations [ X ] are [ ] are not attached.

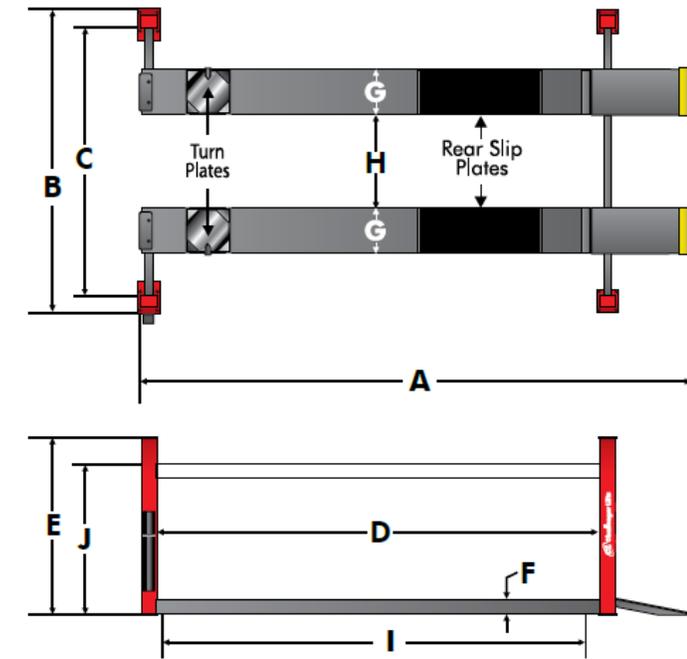
13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE	
STREET ADDRESS						
c. COUNTY			a. NAME (Type or print)		AREA CODE	
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		NUMBER	

**11. SCHEDULE**  
*(Include applicable Federal, State and local taxes)*

ITEM NO. (a)	SUPPLIES/SERVICES (b)	Q-TY (c)	UNI T (d)	UNIT PRICE (e)	AMOUNT (f)																																																						
1.	<p><b>Four post car lift for the embassy garage. 15000 lbs lifting capacity!</b>  <b>Wheel alignment package is required!</b></p> <p>Specification:</p> <table border="1" data-bbox="298 415 1081 1953"> <tr><td>Open Front</td><td></td></tr> <tr><td>Lifting Capacity</td><td>15,000 lbs</td></tr> <tr><td><b>A</b> Length Overall</td><td>20' 9" (6325mm)</td></tr> <tr><td><b>B</b> Width Overall</td><td>11' 10" front - 11' 21/2" rear (3607mm front - 3416mm rear)</td></tr> <tr><td><b>C</b> Inside Columns</td><td>120" front - 120" rear 120" (3048mm front - 3048mm rear)</td></tr> <tr><td><b>D</b> Between Columns</td><td>195" (4953mm)</td></tr> <tr><td><b>E</b> Height of Columns</td><td>8' 31/2" front - 7' 91/2" rear 7' 61/2" (2527mm front - 2375mm rear)</td></tr> <tr><td><b>F</b> Height of Runways</td><td>7" (178mm)</td></tr> <tr><td><b>G</b> Width of Runways</td><td>20" (508mm)</td></tr> <tr><td><b>H</b> Width Between Runways (Minimum / Maximum)</td><td>43" (1092mm )</td></tr> <tr><td><b>I</b> Maximum Wheelbase1</td><td>1821/2" (4635mm)</td></tr> <tr><td><b>J</b> Rise Height</td><td>78" (1981mm)</td></tr> <tr><td>Max. 2 Wheel Alignment</td><td>1661/2" (4229mm)</td></tr> <tr><td>4 Wheel Alignment</td><td>88" - 158" (2235m- m4 013mm)</td></tr> <tr><td>Air Supply Required</td><td>90-120 psi Clean &amp; Dry</td></tr> <tr><td>Motor</td><td>2HP</td></tr> <tr><td>Voltage (1 Phase Std.)2</td><td>208v-230v</td></tr> <tr><td>Speed of Rise</td><td>85 Sec.</td></tr> <tr><td>Alignment Rack Package</td><td>Required</td></tr> <tr><td colspan="2">Wheel alignment package is need!</td></tr> <tr><td></td><td></td></tr> <tr><td>40230-E</td><td>Internal air line kit for dual rolling jack operation (4P14EFX, 4015E series only)</td></tr> <tr><td>10333-RJ</td><td>Sprinter adapter kit for 7.5K rolling jack</td></tr> <tr><td>10355-9</td><td>Pair of 9 in. stack extensions for 7.5K rolling jack</td></tr> <tr><td>10355-6</td><td>Pair of 6 in. stack extensions for 7.5K rolling jack</td></tr> <tr><td>RJ7.5</td><td>Air/Hydraulic Rolling Jack - 7,500 lb. capacity</td></tr> <tr><td>40200-3DBK</td><td>Bolt-on alignment kit with turn plates</td></tr> </table>	Open Front		Lifting Capacity	15,000 lbs	<b>A</b> Length Overall	20' 9" (6325mm)	<b>B</b> Width Overall	11' 10" front - 11' 21/2" rear (3607mm front - 3416mm rear)	<b>C</b> Inside Columns	120" front - 120" rear 120" (3048mm front - 3048mm rear)	<b>D</b> Between Columns	195" (4953mm)	<b>E</b> Height of Columns	8' 31/2" front - 7' 91/2" rear 7' 61/2" (2527mm front - 2375mm rear)	<b>F</b> Height of Runways	7" (178mm)	<b>G</b> Width of Runways	20" (508mm)	<b>H</b> Width Between Runways (Minimum / Maximum)	43" (1092mm )	<b>I</b> Maximum Wheelbase1	1821/2" (4635mm)	<b>J</b> Rise Height	78" (1981mm)	Max. 2 Wheel Alignment	1661/2" (4229mm)	4 Wheel Alignment	88" - 158" (2235m- m4 013mm)	Air Supply Required	90-120 psi Clean & Dry	Motor	2HP	Voltage (1 Phase Std.)2	208v-230v	Speed of Rise	85 Sec.	Alignment Rack Package	Required	Wheel alignment package is need!				40230-E	Internal air line kit for dual rolling jack operation (4P14EFX, 4015E series only)	10333-RJ	Sprinter adapter kit for 7.5K rolling jack	10355-9	Pair of 9 in. stack extensions for 7.5K rolling jack	10355-6	Pair of 6 in. stack extensions for 7.5K rolling jack	RJ7.5	Air/Hydraulic Rolling Jack - 7,500 lb. capacity	40200-3DBK	Bolt-on alignment kit with turn plates	1	Each		
Open Front																																																											
Lifting Capacity	15,000 lbs																																																										
<b>A</b> Length Overall	20' 9" (6325mm)																																																										
<b>B</b> Width Overall	11' 10" front - 11' 21/2" rear (3607mm front - 3416mm rear)																																																										
<b>C</b> Inside Columns	120" front - 120" rear 120" (3048mm front - 3048mm rear)																																																										
<b>D</b> Between Columns	195" (4953mm)																																																										
<b>E</b> Height of Columns	8' 31/2" front - 7' 91/2" rear 7' 61/2" (2527mm front - 2375mm rear)																																																										
<b>F</b> Height of Runways	7" (178mm)																																																										
<b>G</b> Width of Runways	20" (508mm)																																																										
<b>H</b> Width Between Runways (Minimum / Maximum)	43" (1092mm )																																																										
<b>I</b> Maximum Wheelbase1	1821/2" (4635mm)																																																										
<b>J</b> Rise Height	78" (1981mm)																																																										
Max. 2 Wheel Alignment	1661/2" (4229mm)																																																										
4 Wheel Alignment	88" - 158" (2235m- m4 013mm)																																																										
Air Supply Required	90-120 psi Clean & Dry																																																										
Motor	2HP																																																										
Voltage (1 Phase Std.)2	208v-230v																																																										
Speed of Rise	85 Sec.																																																										
Alignment Rack Package	Required																																																										
Wheel alignment package is need!																																																											
40230-E	Internal air line kit for dual rolling jack operation (4P14EFX, 4015E series only)																																																										
10333-RJ	Sprinter adapter kit for 7.5K rolling jack																																																										
10355-9	Pair of 9 in. stack extensions for 7.5K rolling jack																																																										
10355-6	Pair of 6 in. stack extensions for 7.5K rolling jack																																																										
RJ7.5	Air/Hydraulic Rolling Jack - 7,500 lb. capacity																																																										
40200-3DBK	Bolt-on alignment kit with turn plates																																																										

Ramp

Standard in colors are red and blue. Optional colors available.



Warranty terms is required.

Installation is not required.

2.

**Four post car lift for the embassy garage. 15000 lbs lifting capacity!  
Wheel alignment package is not required.**

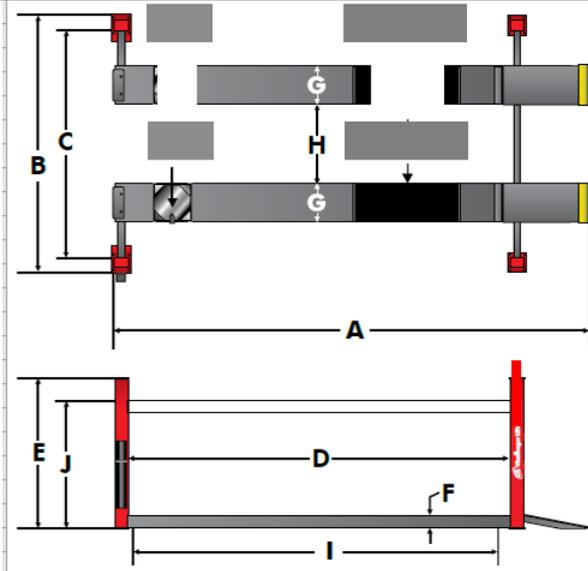
Specification:

Open Front	
Lifting Capacity	15,000 lbs
A Length Overall	20' 9" (6325mm)
B Width Overall	11' 10" front - 11' 21/2" rear (3607mm front - 3416mm rear)
C Inside Columns	120" front - 120" rear 120" (3048mm front - 3048mm rear)
D Between Columns	195" (4953mm)
E Height of Columns	8' 31/2" front - 7' 91/2" rear 7' 61/2" (2527mm front - 2375mm rear)
F Height of Runways	7" (178mm)
G Width of Runways	20" (508mm)
H Width Between Runways (Minimum / Maximum)	43" (1092mm)
I Maximum Wheelbase1	1821/2" (4635mm)
J Rise Height	78" (1981mm)
Air Supply Required	90-120 psi Clean & Dry
Motor	2HP
Voltage (1 Phase Std.)2	208v-230v
Speed of Rise	85 Sec.
Alignment Package	Not required!



1

Each



Warranty terms is required.

Installation is not required.

3.

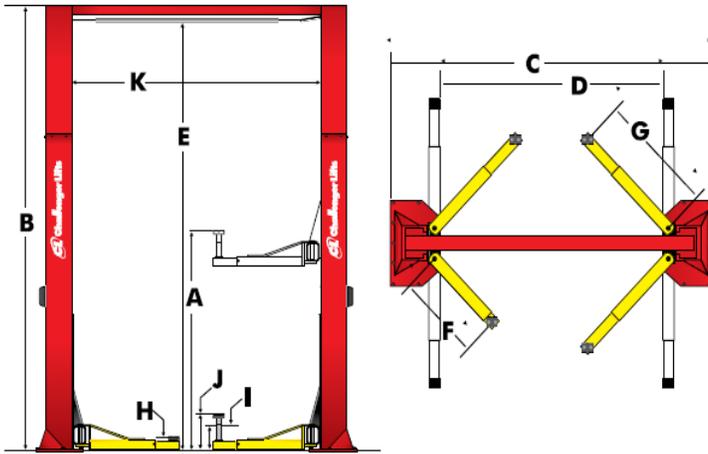
**Two post car lift for the embassy garage. Lifting capacity 15000 lbs.**

Specification:	
Lifting Capacity	15,000 lb.
A Rise Height1	85" (2159mm)
B Height Overall	16" 6" (5029mm)
C Width Overall	12' 103/4" (3931mm)
D Drive-Thru Clearance	1041/4" (2711mm)
E Floor-Overhead Switch	191" (4851mm)
F Arm Reach (Min.)	38 1/2" (978mm)
G Arm Reach (Max.)	62" (1575mm)
H Adj. Adapter Height2	65/8" - 8" (159 - 203mm)
I Adj. Adapter Height 2 (with Medium Extensions)	105/8" - 12" (260 - 305mm)
J Adj. Adapter Height 2 (with High Extensions)	145/8" - 16" (362 - 406mm)
K Inside Columns	119 7/8" (3048mm)
Air Supply Required	85-115 psi
Motor	2HP
Voltage (1 Phase Std.)3	208v-230v
Speed of Rise	60 Sec.
Required accessories:	
(4) standard adapters	
(4) medium extensions	
(2) high extensions	

1

Each

- (4) frame engaging adapters
- (4) reducer bushings for use with frame engaging adapters
- (2) organizer racks for adapter extensions



Warranty terms is required.  
 Installation is not required.

4. Delivery cost to Tashkent. Uzbekistan

U.S. Embassy in Uzbekistan  
 3, Mayqorghon Street,  
 5th Block, Yunusobod District  
 Tashkent, 100093  
 Republic of Uzbekistan

1

## GENERAL CONDITIONS / REQUIREMENTS

1. Your quotation in English language, should be accompanied by adequate technical documentation other printed material or pertinent information (in English language) for each item quoted.
2. **The prices should include delivery cost to Tashkent. Uzbekistan.**

## OTHER CONDITIONS

Delivery Time	30 days after notice to proceed
Payment Terms	Per Prompt Payment Act FAR Subpart 32.9 <a href="https://www.acquisition.gov/content/part-32-contract-financing">https://www.acquisition.gov/content/part-32-contract-financing</a>
Validity of Quotation	30 DAYS
Mode of Transport	AIR
	SURFACE
	SEA
	OTHERS
Contract format	Standard US Embassy Purchase order

## PLEASE STATE

<ul style="list-style-type: none"><li>• Quantity discount and early payment discount</li><li>• Separate quote for estimated transportation &amp; insurance charges</li></ul>	<ul style="list-style-type: none"><li>• Availability of local service in country of final decision</li><li>• Details on any warranty / guarantee conditions</li><li>• Delivery period</li></ul>
--	---

## SUBMISSION REQUIREMENTS

All quotations duly signed and stamped shall be submitted by electronic mail to the following address [TashkentProcurement@state.gov](mailto:TashkentProcurement@state.gov) or in sealed envelope via mail/express mail or by hand to the address below not later than **September 22, 2020 12:00 Tashkent time**

US Embassy Uzbekistan  
3, Mayqorghon Street,  
5th Block, Yunusobod District  
Tashkent, 100093  
Republic of Uzbekistan

**Late bids will be rejected**

### ATTENTION:

Please indicate on e-mail subject the RFQ reference i.e. **"RFQ/ 19UZ8020Q0019"**.

Applicants with questions regarding this bidding should send them in writing (fax or E-mail) to:

US Embassy Uzbekistan  
Fax: +998 78 120 63 35  
or e-mail: [TashkentProcurement@state.gov](mailto:TashkentProcurement@state.gov)  
Attn: Procurement Department

## **52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 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 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—

*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)

As prescribed in [4.2105](#)(b), insert the following clause in Section 2:

## **52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)**

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

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

*Covered 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).

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

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

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

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

(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. 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 FAR [4.2104](#).

(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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. 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.

(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) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)