



REQUEST FOR QUOTATION (RFQ)

A. RFQ Number:	RFQ-LEARN-11-24-001_Tablets & Accessories for Data Collection
B. Issue Date:	11/08/2024
C. Offer Deadline:	11/22/2024 2:00PM
D. Reply to:	Bids@crea-learn.com
E. Ship to:	Abuja
F. Currency:	<input checked="" type="checkbox"/> NGN <input type="checkbox"/> Click or tap here to enter text.
G. Need by date:	01/06/2025

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	Tablet	Set	200		
	<ul style="list-style-type: none"> The device must be 889 Compliant 11.0-Inch, TFT LCD, 90Hz, 1200 x 1920 pixels display Nano SIM Android 13 Operating system, upgradable to Android 14, One UI 6.1 or IOS 18.1 8GB RAM 128GB ROM 8MP + 5MP Camera Stereo Speakers Octa-core processor Fast Charging GSM / HSPA / LTE / 5G Non-removable Li-Po 7040 mAh Battery USB Type-C, Wi-Fi, and GPS 				
2	Compactible Tablet Case with flip cover for 11.0-Inch Tablet	Set	200		
3	Compactible Screen Guard for 11.0-Inch Tablet	Set	200		
Attachment A - RFQ Requirements				SUB TOTAL:	
Attachment B – Specification				TOTAL AMOUNT:	
Attachment C - Past Performance				DELIVERY COST:	
Attachment D - Compliance Certification				VAT (if applicable):	
Attachment E – Terms and Conditions				TOTAL:	

OFFEROR INFORMATION TO BE COMPLETED

a. Name:	
b. Representative's Name:	
c. Address:	
d. Representative's E-mail Address:	
e. Telephone Number:	
f. Owner Nationality:	
g. Expected Delivery Date:	

h. Indicate Product Origin (Country of Manufacture):	
i. Validity Period of Quotation:	
j. Warranty:	
Name of Authorized Signatory:	
Title:	
Signature:	Date: <i>Click or tap to enter a date.</i>

RFQ Form

To: Offeror
From: Creative Associates International, Inc.
Subject: Tablets Devices, Tablet Case with Flip cover, & Screen Guard

Contract Number: United States Agency for International Development (USAID) Agreement #
72062022C00001

Project Name: Leveraging Education Assistance Resources in Nigeria to Read Hub

Period of Performance: From: 08 Nov. 2024 To: 31 Jan. 2025

Expected Award Date: 16 Dec 2024

Type of Award: IDIQ

Questions Due: 13 Nov 2024

Creative Associates, International Inc. (Creative) invites qualified firms and organizations to submit a quotation for the items listed on the cover page. The Agreement resulting from this award will be a Purchase Order Agreement (PO). Creative will use the prices in this RFQ to establish the PO pricing level unless otherwise stated herein. All quotations are due by the dates and times stated above. Any quotation received after the required time and date specified for receipt shall be considered late and non-responsive and will not be evaluated.

This RFQ consists of:

- RFQ FORM (TO BE COMPLETED BY OFFEROR)
- COVER LETTER
- ATTACHMENT A - RFQ DETAILS
- ATTACHMENT B –SPECIFICATION
- ATTACHMENT C - PAST PERFORMANCE (TO BE COMPLETED BY OFFEROR)
- ATTACHMENT D - COMPLIANCE CERTIFICATION (TO BE COMPLETED BY OFFEROR)
- ATTACHMENT E – RFQ TERMS AND CONDITIONS

Creative encourages Offerors to indicate their interest in this procurement by submitting a quotation according to the instructions contained within this RFQ. Creative will make an award to the responsible Offerors submitting an offer which provides the best value to the project. To be considered, Offerors should submit a complete quotation no later than the RFQ deadline date and time on the RFQ form. Offerors should ensure that the quotation is well-written in English, easy to read, follows the instructions provided, and contains only requested information.

Questions:

Any questions should be submitted in writing and emailed to procurement@crea-learn.com no later than the above date. No questions will be entertained if they are received by means other than the specified email address, and any communications to alternate e-mail addresses may result in the disqualification of the bidder. The RFQ number listed on RFQ form should be stated in the Subject line.

Answers to Questions:

Answers will be compiled and distributed on **15 Nov. 2024**.

Sincerely,

Creative Associates International

ATTACHMENT A

RFQ DETAILS

1. REQUIREMENTS:

- a. **Cover Page:** Complete applicable sections on cover page of this RFQ.
- b. **Past Performance:** Offerors are required to submit the information listed in Attachment B for three examples of similar work completed by the Offeror from the last three years.
- c. **Tax Identification:** Provide the Offeror's Tax Identification number in accordance with host government regulations.
- d. **Source Code:**
 - i. Offerors are required to indicate the source of all products in their proposals. In accordance with the US Code of Federal Regulations (CFR), 22 CFR 228; all goods and services supplied must meet the below checked USAID Geographic Code:

 937 (special free world); or

 935 (any area or country including the recipient country, but excluding any country that is a prohibited source)
 - ii. Per 22 CFR 228, the following definition applies: "Source" means the country from which a commodity is shipped to the cooperating country or the cooperating country itself if the commodity is located therein at the time of purchase. However, where a commodity is shipped from a free port or bonded warehouse in the form in which received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse.
- e. **Restricted countries:** Under no circumstances may items or items with components from any countries restricted by the US Office of Foreign Asset Control (OFAC). Additional information on these restrictions can be found [here](#).
- f. **Price Validity:** The Offeror must state in their quotation the validity period of their quotation. The minimum offer acceptance period for this RFQ is 90 days after the closing date of the RFQ. If an Offeror has provided a validity period of less than 90 days, the quotation may be eliminated.
- g. **Warranty** - Offeror will provide details on warranties included as part of the quote.
- h. **Shipping:** Offerors must provide detailed shipping and delivery information in their Offer based on the destination shown on Cover Page. The specific delivery address will be provided with the Purchase Order award documents.

2. BASIS OF AWARD

Creative will determine the best value offer by evaluating and comparing other factors in addition to price as shown in table below. Only quotations that meet the requirements above will be considered for evaluation. Please note that if there are significant deficiencies regarding responsiveness to the requirements of this RFQ, an offer may be deemed "non-responsive" and disqualified from consideration. Creative reserves the right to waive immaterial deficiencies at its discretion. Therefore, the quotation should contain the best value from both a technical and price perspective. Creative will select the Offeror whose quotation represents the best overall value to Creative in terms of the selection criteria specified below. Offerors who do not follow the instructions in this RFQ may be disqualified from consideration.

3. EVALUATION CRITERIA

Evaluation Criteria	Points Available
The Offeror’s responsiveness and compliance with the RFQ requirements and conditions to include but not limited to: availability of items, acceptable quote validity, acceptable payment terms, delivery within specified period, acceptable warranty terms.	20
The Offeror’s ability, capacity, and skill to fully and satisfactorily provide the services and/or items required in this RFQ.	30
The quality of Offeror’s past performance in comparable and/or similar projects.	20
Assessment of the overall price. Creative review of the cost proposal and shall determine if the overall proposed costs are realistic and reasonable.	30
Total Points	100

ATTACHMENT B SPECIFICATION/STATEMENT OF WORK

TABLET SPECIFICATION

- The device must be 889 Compliant
- 11.0-Inch, TFT LCD, 90Hz, 1200 x 1920 pixels display
- Nano SIM
- Android 13 Operating system, upgradable to Android 14, One UI 6.1 or IOS 18.1
- 8GB RAM 128GB ROM
- 8MP + 5MP Camera
- Stereo Speakers
- Octa-core processor
- Fast Charging
- GSM / HSPA / LTE / 5G
- Non-removable Li-Po 7040 mAh Battery
- USB Type-C, Wi-Fi, and GPS

Tablet Accessories

- Compactible Tablet Case with flip cover
- Compactible Screen Guard

ATTACHMENT C PAST PERFORMANCE

1. First Past Performance Report		
a)	Activity Title	Click or tap here to enter text.
b)	Activity Location	Click or tap here to enter text.
c)	Acting as Prime or Subcontractor	<input type="checkbox"/> Prime <input type="checkbox"/> Sub
d)	Synopsis of the activity and its relevance	Click or tap here to enter text.
e)	Period of Performance	CLICK DATE CLICK DATE <input type="checkbox"/> On time completion
f)	Contract Value	Click or tap here to enter text.
g)	Client/Prime Name	Click or tap here to enter text.
h)	Contact Info – Name, email, and phone	Click or tap here to enter text.
2. Second Past Performance Report		
a)	Activity Title	Click or tap here to enter text.
b)	Activity Location	Click or tap here to enter text.
c)	Acting as Prime or Subcontractor	<input type="checkbox"/> Prime <input type="checkbox"/> Sub
d)	Synopsis of the activity and its relevance	Click or tap here to enter text.
e)	Period of Performance	CLICK DATE CLICK DATE <input type="checkbox"/> On time completion
f)	Contract Value	Click or tap here to enter text.
g)	Client/Prime Name	Click or tap here to enter text.
h)	Contact Info – Name, email, and phone	Click or tap here to enter text.
3. Third Past Performance Report		
a)	Activity Title	Click or tap here to enter text.
b)	Activity Location	Click or tap here to enter text.
c)	Acting as Prime or Subcontractor	<input type="checkbox"/> Prime <input type="checkbox"/> Sub
d)	Synopsis of the activity and its relevance	Click or tap here to enter text.
e)	Period of Performance	CLICK DATE CLICK DATE <input type="checkbox"/> On time completion
f)	Contract Value	Click or tap here to enter text.
g)	Client/Prime Name	Click or tap here to enter text.

h)	Contact Info – Name, email, and phone	Click or tap here to enter text.
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ATTACHMENT D COMPLIANCE CERTIFICATION

As part of the Offeror submitting a valid proposal to Creative in response to this RFQ, the Offeror certifies that:

1. STATEMENT ON RULES ON SOURCE AND NATIONALITY FOR COMMODITIES AND SERVICES FINANCED BY USAID

He/she has thoroughly studied Section 1.6 of this RFQ containing “Rules on Source, and Nationality for Commodities and Services financed by USAID” (22CFR228) and his/her company as well as all the components and commodities being offered in his/her Offer to this RFQ meet all required source and nationality eligibility criteria as specified under Section 1.6 of this RFQ.

2. 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.

3. 52.204-26 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 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) 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.

ATTACHMENT E TERMS AND CONDITIONS

Seller and Creative Associates International, Inc. (“Creative” or “Company” or “Buyer”) are entering into a Blanket Purchase Agreement (here after referred to as Agreement) with the following terms and conditions:

1. **COMPLETE AGREEMENT AND CONDITIONS.** Th Agreement, to include all Purchase Orders issued against the Agreement, and any documents specifically incorporated herein by reference contains all the agreements and conditions made between Buyer and Seller and supersede and replace all other agreements between Buyer and Seller whether verbal or written, with respect to the subject matter hereof. Any copy of the Agreement and Purchase Order issued against the Agreement will be considered as effective for any purpose as if it were the original.
2. **ACCEPTANCE.** Unless otherwise provided herein, Seller’s acknowledgement of a Purchase Order or commencement of any work or performance of any services hereunder shall constitute acceptance by Seller of a Purchase Order and all of the Agreement terms and conditions. No term or condition stated by Seller in acknowledging or otherwise accepting this Purchase Order shall be binding upon Buyer unless specifically accepted in writing by Buyer. Any objection by Seller will be ineffective unless Buyer is advised in writing thereof within 10 business days after the issuance of the Purchase Order.
3. **NOTICES.** All notices, demands or other communications required or desired to be given hereunder by any Party under this Agreement shall be in writing, and shall be deemed given when personally delivered, or three days after being sent by prepaid certified or registered US mail or DHL/FedEx to the address of the Party to be noticed as set forth herein or such other address as such Party last provided to the other by written notice.
4. **SEVERABILITY.** In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
5. **PAYMENT TERMS.**
 - i. Seller shall invoice Creative in accordance with instructions in the body of the Purchase Order. Seller shall be paid not later than thirty (30) days after acceptance of the work invoiced and receipt of an acceptable invoice requesting payment. Final invoices shall be submitted within sixty (60) days after the last delivery date or the end of the period of performance. Invoices received after sixty (60) days may not be processed.
 - ii. Unless otherwise mutually agreed to by the Parties, Seller hereby agrees to release and discharge the Buyer, its officers, agents, and employees, successors and assigns of and from all liabilities, obligations, and claims arising out of or under this Purchase Order, where such are submitted after the stated one hundred and eighty (180) day “Limitation Period”.
6. **TAXES.** Seller shall pay value-added taxes and custom duties assessed by the host government. This responsibility does not include sales tax or employment taxes required by local law which will be invoiced separately to Creative. The Seller is liable for payment of all applicable taxes associated with revenues (profit), and other such taxes, fees, or dues for which the Seller is normally responsible as a result of operating its business. Seller shall be responsible for providing a tax identification number, along with bank account details, company name, company or corporate registration number, company address, contact number.
7. **SUBCONTRACTS.**
 - i. Seller shall not subcontract any work called for by the Purchase Order without the prior written consent of Buyer. Seller shall require an agreement with conforming performance requirements from immediate and lower-tier suppliers.
 - ii. No subcontract placed under this Purchase Order shall provide for payment on a cost-plus-percentage-of-cost basis and Seller agrees to select subcontractors/suppliers on a competitive basis to the maximum extent practical consistent with the objectives and requirements of this Purchase Order.
 - iii. Any subcontract approved under this Purchase Order shall include essentially the same terms, conditions, certifications, and assurances as included in this Purchase Order.
8. **ASSIGNMENT.** Seller shall not assign this Purchase Order or any rights hereunder or any monies due or to become due hereunder without the prior written consent of Buyer, and no purported assignments by Seller shall be binding on Buyer without its written consent.
9. **GOVERNING LAW AND LANGUAGE.**

- i. Unless otherwise stated in the body of this Purchase Order, this Purchase Order shall in all respects be governed, construed, interpreted, and enforced under the laws of the District of Columbia, United States of America. Any disputes, claims, actions, or proceedings arising out of or related to the Purchase Order shall be resolved in a court of competent jurisdiction in the District of Columbia, only.
 - ii. In any action or proceeding to enforce rights under the Purchase Order, the prevailing Party will be entitled to recover costs and attorney's fees.
 - iii. All notices pursuant to the provisions of the Purchase Order shall be in English.
10. **RELATIONSHIP OF THE PARTIES.** The relationship of Seller to Buyer shall be that of an independent contractor and nothing herein contained shall be construed as creating any employer/employee, agency, or other relationship of any kind. Seller's employees, agents and/or representatives (hereinafter "Employees") performing under the Purchase Order shall at all times be under Seller's direction and control and Seller shall so inform them. Seller shall pay all wages, salaries, and other amounts due its Employees in connection with the Purchase Order and shall be responsible for all reports and obligations for its Employees, including, but not limited to, social security and income tax withholdings, unemployment compensation, worker's compensation, and equal employment opportunity reporting. Under no circumstance shall Seller be deemed an agent or representative of Buyer or authorized to commit Buyer in any way.
11. **COPYRIGHTS.** Seller agrees that all deliverables produced by Seller under the Purchase Order shall be considered works for hire and, as such, the sole property of the Buyer. Buyer shall have exclusive rights to reproduce such materials in any country or countries.
12. **RIGHTS IN DATA.** Seller understands and agrees that Creative may itself and permit others, including government agencies of the United States and other foreign governments, to reproduce any provided publications and materials through but not limited to the publication, broadcast, translation, creation of other versions, quotations there from, and otherwise utilize this work and material based on this work. During the performance period of this agreement and thereafter, Seller agrees to take all actions and execute any documents that Creative may consider necessary to obtain or maintain copyrights, whether during the application for copyright or during the conduct of an interference, infringement, litigation, or other matter (all related expenses to be borne by Creative). Seller shall identify all materials it intends to exempt from this provision prior to the use or development of such materials. Seller shall defend, indemnify, and hold harmless Creative against all claims, suits, costs, damages, and expenses that Creative may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the work, or any infringement or violation by the work of any copyright or property right; and until such claim or suit has been settled or withdrawn, Creative may withhold any sums due the Seller under the Purchase Order.
13. **PATENTS.** Seller guarantees that the sale and use of each and all articles and things now or hereafter delivered hereunder will not infringe any patent or copyright; that Seller will, at its own expense, defend any action, suit or claim or assist in defense thereof, including any brought against Buyer or the U.S. Government, in which an infringement of any patent or copyright is alleged with respect to the sale or use of such articles or things; and that Seller will indemnify and save harmless Buyer and its customers and uses, including the Government, from any and all losses, costs, and damage for infringement or alleged infringement of any patent or copyright because of the sale or use of such articles or things.
14. **PATENT RIGHTS.** Seller will disclose promptly to Buyer all ideas, inventions, discoveries, and improvements, hereinafter referred to as "Subject Inventions", whether or not patentable, relating to the work hereunder that are in the performance of its work under the Purchase Order. Seller agrees to keep a written record of its technical activities and all such records and such Subject inventions shall become the sole property of Buyer. During or subsequent to the period of the Purchase Order, Seller will execute and deliver to Buyer all such documents and take such other actions as may be reasonably required by Buyer to assist it in obtaining patents and vesting in Buyer, or its designee, title to said Subject Inventions.
15. **PROPRIETARY INFORMATION.** Seller agrees that all information disclosed, obtained, or discovered by Seller or its representatives from, but not limited to, drawings, prints, publications, specifications, processes, manufacturing techniques, verbal explanations, schedules and the like, as a result of the Purchase Order, are received in confidence and are the proprietary property of Buyer, and that such information shall not be reproduced or used by Seller or transmitted or disclosed to any person or organization by Seller, without the prior written consent of Buyer, provided, however, that upon prior written notice to Buyer, Seller shall have the right to use such information in the manufacture of end items for direct sale to the Government to the extent the Government has the right to authorize such use by Seller, and further provided that Seller identified to Buyer the information to be used, and to the extent practicable prominently identifies each such end item as being manufactured by the Seller for direct sale to the U.S. Government.

16. **WAIVER.** The failure of Buyer in any one or more instances to insist upon performance of any of the terms or conditions or the Purchase Order, or to exercise any right or privilege in the Purchase Order contained, or the waiver of any breach of the terms or conditions of the Purchase Order shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.
17. **RISK OF LOSS.** Seller will bear all risk of loss on supplies called for by the Purchase Order until final acceptance by Buyer, or a designated third party at destination, unless otherwise specified in the Purchase Order, except for loss occasioned by gross negligence of Buyer. Seller also assumes all risk of personal injury, and all risk of damage to or loss of personal property furnished by it.
18. **LIABILITY FOR INJURY.** Seller agrees to be responsible for, and to indemnify and save harmless, Buyer and its employees and customers from any and all injury, death, damage, and loss to persons or property arising from or incident to the work to be performed by Seller pursuant to the Purchase Order, whether performed on the premises of Seller or Buyer or elsewhere. Seller agrees to carry and maintain insurance coverages satisfactory to Buyer to cover the above and upon Buyer's request, to furnish to Buyer certificates or other appropriate evidence of such insurance.
19. **NOTICE OF LABOR DISPUTES.** Whenever an actual or potential labor dispute is delaying or threatens to delay the timely performance of the Purchase Order, Seller shall immediately give notice thereof to Buyer. Such notice shall include all relevant information with respect to such dispute.
20. **INSPECTION.** All supplies and services will be subject to inspection and test by Buyer, its customers, higher tier contractors, and the U.S. Government, at all times and places, as such parties may require. Seller shall provide, without additional charge, all reasonable facilities and assistance for the safety and convenience of the foregoing parties in performance of such inspections and tests. In case any supplies or services are defective in material workmanship or otherwise not in conformity with the requirements of the Purchase Order, Buyer will, in addition to any other rights, have the right to: (i) reject same and rescind the Purchase Order as to the rejected supplies or services; (ii) reject same and require the correction thereof by the Seller; or (iii) accept same and deduct from the amount due Seller the cost of remedying such defect. If Buyer elects the foregoing (ii), Seller will promptly replace same with supplies or services acceptable to Buyer in accordance with Buyer's instructions at no expense to Buyer. If Seller fails to replace or correct promptly such supplies or services in accordance with Buyer's instructions, Buyer may (i) by contract or otherwise replace or correct such supplies or services and charge Seller the cost occasioned Buyer thereby, or (ii) terminate the Purchase Order for default in accordance with the clause hereof entitled "Termination". Notification of prior rejection will be submitted with replacement of such rejected supplies and Services. Final inspection and acceptance will be made by Buyer or designated third parties at destination unless otherwise specified in the Purchase Order. Seller will provide and maintain an inspection system acceptable to Buyer. Records of all inspection work by Seller shall be kept complete and available to Buyer during the performance of the Purchase Order and for such longer period as Buyer determines. No inspection (including source inspection, tests, approval including design approval), or acceptance by any of the foregoing parties shall relieve Seller from responsibility for all defects or other failure to meet the requirements of the Purchase Order or from any warranties. Rights hereunder are cumulative and in addition to any other rights or remedies provided in the Purchase Order or in law of equity.
21. **WARRANTY.** Unless otherwise agreed to in writing by the parties, Seller warrants that articles ordered with specifications will conform thereto and to any drawing, samples, or other description furnished or adopted by Buyer, or if not ordered to specifications, will be fit and sufficient for the purpose intended, and that all articles will be merchantable, of good material and workmanship, and free from defect. Such warranties, together with Seller's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the articles, and shall run to Buyer, its successors, assigns, and customers. Except for latent defects, fraud, or such gross mistakes of Seller as to amount to fraud, notice of any defect or nonconformity must be given by the Buyer to the Seller within one (1) year after delivery, or one (1) year after receipt of satisfactory qualification test reports, if required hereunder, whichever is later. Buyer may, at its option, either return for credit or refund or require prompt correction or replacement of the defective or nonconforming article or part thereof. Return to Seller of any defective or nonconforming article and delivery to Buyer of any corrected or replaced articles will be at Seller's expense. Defective or nonconforming articles will not be corrected or replaced unless specified on Buyer's written Purchase Order. Articles required to be corrected or replaced will be subject to the provision of this clause and the clause hereof entitled "Inspection" in the same manner and to the same extent as articles originally delivered under the Purchase Order, but only as to the corrected or replaced part or parts thereof.
22. **PROFESSIONAL STANDARDS.**
 - i. Buyer agrees and represents that:
 - a. Entering into the Purchase Order and performing the duties and services foreseen hereunder will not create a conflict of interest for Seller or Buyer; and

- b. All applicable laws and regulations governing the conduct of government contractors will be observed and complied with.
- ii. Seller recognizes it may be necessary for Buyer to disclose to appropriate authorities the fact of Seller's retention, the duties performed by Seller and the compensation paid to Seller. Seller hereby consents to the disclosure of this and related information should Buyer believe it is in its best interest to do so.
- 23. PROHIBITED ACTIVITIES.** Seller agrees it shall not provide any of the following services under the Purchase Order, and that Buyer shall not pay for such services:
- i. Services to improperly obtain, distribute or use information or data protected by law or regulation;
 - ii. Services that are intended to improperly influence the contents of solicitations, the evaluation of proposals or quotations, or the selection of sources for contract award by either the Government, a prime contractor, or a subcontractor;
 - iii. Any activity which results in violation of any statute or regulation prohibiting improper business practices or conflicts of interest; and
 - iv. Services that are inconsistent with the purpose and scope of those contracted for under the Purchase Order.
- 24. STOP WORK ORDER**
- i. Buyer may, at any time, by written notification to Seller, require Seller to stop all, or any part of the work called for by the Purchase Order for a period up to ninety (90) days after the written notification is delivered to Seller, and for any further period which may be required. The notification shall be specifically identified as a Stop-Work Order (SWO) issued under this clause. Upon receipt of the SWO, Seller shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the SWO during the period of work stoppage. Within a period of identified in the SWO after a SWO is delivered to Seller, or within any extension of that period, Buyer shall either (1) cancel the SWO or (2) terminate the work covered by the SWO as provided for in the applicable "Termination" clause contained herein.
 - ii. If a SWO issued under this clause is canceled or the period of that SWO or any extension thereof expires, Seller shall resume work. Buyer shall make an equitable adjustment in the delivery schedule or Purchase Order price, or both, and this Order shall be modified in writing accordingly if (1) the SWO results in an increase in the time required for, or in Seller's cost properly allocable to, the performance of any part of this Order; and (2) Seller asserts its rights to the adjustment within twenty (20) days after the end of the period of work stoppage.
- 25. LATE DELIVERY AND PENALTY.** If the Vendor fails to deliver the supplies or perform the services within the time specified in this agreement, with the exception Force Majeure, Creative may require that Vendor pay, in place of actual damages, liquidated damages in the amount 0.5% of the total value of the Purchase Order whose delivery has been delayed. If Creative terminates this agreement in whole or in part for default, as provided under section 29 below, Vendor is liable for liquidated damages accruing until such time that Creative reasonably obtains delivery or performance from another vendor. These liquidated damages shall be in addition to any excess costs for re-purchase. Vendor will not be charged with liquidated damages when delay of delivery or performance is beyond the control and without the fault or negligence of the Vendor.
- 26. TERMINATION OF PURCHASE ORDERS ISSUED AGAINST THE AGREEMENT.** Creative may terminate performance of work under the Purchase Order, in whole or in part as follows:
- i. The U.S. Government terminates in whole or in part the performance or funding of the prime agreement or associated task order under which the Purchase Order is authorized;
 - ii. The U.S. Government orders the termination of the Purchase Order;
 - iii. The U.S. Government terminates the scope of work or deliverables in the prime agreement that this purchase order supports;
 - iv. Termination for Default. If Seller defaults in performing under the terms of the Purchase Order and fails to cure the default within ten (10) days after receiving a formal notice from Creative specifying the default includes:
 - a. Failure of the Seller to make progress in the work so as to endanger performance; or
 - b. Seller's misconduct, including failure to comply with Creative's code of conduct, commission of any unlawful act, or other reasons within the control of the Seller.
 - v. If terminated for cause, Creative shall not be liable to the Vendor for any amount for supplies or services not accepted by Creative. Termination for Convenience. Buyer reserves the right to terminate the Purchase Order for any reason. Upon formal notification from Buyer and unless otherwise agreed to between the parties, Buyer shall be liable only for payment in accordance with the payment provisions of the Purchase Order for Services rendered prior to the effective date of termination, and Seller shall have no claim against Buyer for Services not performed, anticipatory profits lost, or indirect or consequential damages claimed to have been suffered by reason of such termination.

27. INSURANCE

- i. Seller and any approved subcontractors, at their sole cost and expense, will, at all times, prior to commencement and throughout the period of performance of the Purchase Order, maintain with reputable insurance companies' insurance coverage in the minimum amounts as indicated below:
- ii. Worker's Compensation insurance coverage (or DBA, LS&H, or local equivalent outside the U.S.) as required by the laws of the state in which the work is performed, and such insurance shall provide waiver of subrogation against Buyer.
- iii. Employer Liability insurance in the amount of \$1,000,000.
- iv. Commercial General Liability (CGL) (ISO form CG 0001 12/04 or equivalent) with a Combined Single Limit (CSL) of \$2,000,000 bodily injury and/or property damage. Coverage shall include, but not necessarily be limited to, premises and operations, Products and completed operations and contracts.
- v. Automobile Liability (AL) with a CSL of \$2,000,000 bodily injury and/or property damage covering all owned, hired, and non-owned vehicles.
- vi. Additional insurance types and/or limits will be necessary if the work involves special or hazardous operations. Following are examples for additional types of insurance:
 - a. Errors and omissions or professional liability
 - b. Commercial Crime, including employee dishonesty coverage. Coverage must apply to loss or damage to Buyer (or to third parties for whom services are performed), that is caused by Seller's employees.
- vii. Such other insurance as Buyer may require as set forth in this Order or an attachment hereto.
- viii. Limits required may be met by any combination of primary and umbrella/excess insurance.
- ix. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Seller.
- x. The duty to defend, indemnify, and hold harmless Buyer under this agreement shall not be limited by the insurance required in the Purchase Order.
- xi. The insurance required in the Purchase Order shall include the following provisions:
 - a. Seller shall waive the insurer's rights of recovery and subrogation against Buyer;
 - b. The insurance required above shall name Buyer as an additional insured;
 - c. Seller's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by Buyer;
 - d. The legal defense provided to Buyer under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for Buyer is necessary;
 - e. The insolvency or bankruptcy of the insured Seller shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Seller from meeting the retention limit under the policy.
- xii. If requested, Seller shall provide a Certificate of Insurance evidencing Seller's compliance with these requirements. Seller shall also furnish renewed certificates upon request of Buyer's Authorized Representative.

28. INDEMNIFICATION. Seller shall be solely liable for, and shall indemnify and hold harmless Creative and its successors and assigns from any claims, suits, judgments or causes of action initiated by any third Party against Creative where such actions result from or arise out of the goods provided; services, inventions or work performed by Seller under the Purchase Order. Seller shall further indemnify, defend and hold harmless Creative and its successors and assigns from and against any and all loss or damage resulting from any misrepresentation, or any non-fulfillment of any representation, responsibility, covenant or agreement on Seller's part, as well as any and all acts, suits, proceedings, demands, assessments, penalties, judgments of or against Creative relating to or arising out of the activities of Seller and Seller shall pay reasonable attorneys' fees, costs and expenses incident thereto. This indemnification shall also include unauthorized use or release of third-Party materials or information.

29. CHANGES.

- i. Buyer's Authorized Representative may at any time, by written order, and without notice to sureties or assignees, if any, make changes within the general scope of the Purchase Order. in (1) drawings, designs, statement of work, specifications, planning and /or other technical documents; (2) method of shipment, packaging, or packing; (3) time and place of inspection, delivery or acceptance; (4) reasonable adjustments in quantities and/or delivery schedules; (5) place of performance of the Service; (6) the amount of Buyer/Government furnished property; and (7) terms and conditions required to meet Buyer's obligations under its Prime Contracts, including, but not limited to, any mandatory flow-down clauses.
- ii. If any such change causes an increase or decrease in the cost of or the time required for the performance of this order, an equitable adjustment will be made in the contract price, or deliver date, or schedule, or both, and this order

shall be modified in writing accordingly. Any claim for adjustment under this paragraph will conclusively be deemed waived unless asserted in writing within thirty (30) days from the date of receipt by Seller of the change order. The amount of the claim will be state when it is submitted. Where the cost of property made obsolete or excess as a result of a change is included in Seller's claim for adjustment, Buyer will have the right to prescribe the manner of disposition of such property. Any change order issued hereunder will not be binding on Buyer unless issued by an authorized purchasing agent of Buyer. Nothing in this paragraph will excuse Seller from proceeding with the purchase order as changed. Buyer's engineering and technical personnel may, from time to time, render assistance or give technical advice, or effect an exchange of information with Seller's personnel in a liaison effort concerning the supplies or services to be furnished hereunder. Such exchange of information or advice shall not vest Seller with authority to change the supplies or services here under or the provision of this order.

30. **TERRORISM E.O. 13224.** Seller agrees and certifies that Seller is not in violation of and will take all necessary actions to comply with Executive Order No. 13224 on Terrorist Financing; blocking and prohibiting transactions with persons who commit, threaten to commit, or support terrorism. (E.O. 13224 also available at: <http://www.whitehouse.gov/news/releases/2001/09/20010924-1.html>.)
31. **CORRUPT PRACTICES AND GRATUITIES.** Seller represents and warrants that Seller will comply with all applicable local, national, foreign laws and regulations pertaining to performance of obligations under the Purchase Order and amendment hereto. In particular and without limitation, Seller shall not act in any fashion or take any action that will render Creative liable for a violation of the U.S. Foreign Corrupt Practices Act ("FCPA"), which prohibits the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political Party or instrumentality to assist Seller or Creative in obtaining or retaining business or in carrying out the Services. Additionally, Seller agrees not to receive or accept any payments or other benefits from any parties associated with the performance of services or work required under this Agreement. Seller agrees failure to comply with the FCPA and/or receipt of payment or other benefits could compromise the integrity of the work performed and therefore Creative would have the right to terminate the Purchase Order and request a refund of fees paid for such work.
32. **CODE OF CONDUCT.** Seller agrees to perform the work assigned by Creative in a professional, ethical and culturally sensitive manner as further described in **Creative's Supplier Code of Conduct**. Special attention should be focused on the Whistleblower Protection (and Seller's responsibility to report fraud, waste, and abuse suspicions), Child Protection requirements and Creative's commitment to Combatting Human Trafficking.
33. **OTHER CERTIFICATIONS.** Seller certifies by acceptance of the Purchase Order that Seller:
- i. If the Purchase Order exceeds \$35,000 and is not for the purchase of commercially available off-the-shelf items, by signing the Purchase Order (or modification) and commencement of work, Seller certifies that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department;
 - ii. has not been convicted of a narcotics offense or been engaged in drug trafficking as defined at https://www.ecfr.gov/cgi-bin/text-idx?SID=4dde54c8075bf4c32c5d2cce66faeb5&mc=true&tpl=/ecfrbrowse/Title22/22cfr140_main_02.tpl
 - iii. has been convicted, indicted or currently under indictment of any other crime(s) of violence, fraud, or malicious intent;
 - iv. is not designated as a "specially designated nationals" by the Office of Foreign Asset Control of the U.S. Department of Treasury;
 - v. has not been indicted or convicted on charges of terrorism or of providing support to terrorists;
 - vi. hereby acknowledges and agrees to be held to the United States Government policy on Combating Trafficking in Persons prohibiting trafficking in persons including the trafficking-related activities as defined at <https://www.ecfr.gov/>
 - vii. is aware of and has been informed of Seller's rights and remedies in the pilot program on employee whistleblower protections established under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation;
 - viii. in accordance with FAR 52.203-11 and 52.203-12 (both of which have been incorporated in the Purchase Order), if this order is greater than \$150,000, by signing the Purchase Order (or modification) and commencement of work, Seller hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of the Purchase Order or modification.
34. **DISPUTE RESOLUTION.**
- i. Any dispute arising under or in connection with the Purchase Order with respect to the rights, duties, or obligations of the Parties shall be submitted in writing for resolution to ascending levels of management of the respective Parties.
 - ii. Unless otherwise stated in the body of the Purchase Order, any disputes relating to the Purchase Order that are not resolved by the mutual agreement of the parties shall be submitted to mediation as mutually agreed by the parties, or

alternatively to non-binding arbitration under the rules of the American Arbitration Association to take place in Washington, D.C. Costs of such arbitration shall be shared equally between the parties.

- iii. Pending any final decision referred to in this clause, or the settlement of any dispute arising under this Order, both Parties shall proceed diligently, with their respective obligations under this Order.
 - iv. In no event shall Buyer be liable for anticipated profits, incidental or consequential damages. Buyer's liability on any claim, of any kind and for any loss or damage arising out of, connected with or resulting from this Order, or from the performance or breach thereof shall, in no case, exceed the price allocable to the Products and/or Services, or unit thereof, which gives rise to the claim. Buyer shall not be liable for penalties of any description.
 - v. Any action resulting from any breach on the part of Buyer as to the Products and/or Services delivered hereunder must be commenced within one year after the cause of action has accrued.
35. **FORCE MAJEURE.** A Force Majeure Event means the occurrence of i) an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism or civil disorder; ii) acts of nature such as tempest, earthquake or any other natural disaster of overwhelming proportions; or iii) other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected Party to take precautions and which the affected Party cannot avoid even by using its best efforts.
- i. Neither Party shall be in breach of its obligations under the Purchase Order (other than payment obligations) or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other (otherwise than under any express indemnity in the Purchase Order) if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure Event except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred.
 - ii. As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, any Party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under the Purchase Order.
 - iii. The Parties shall take all reasonable steps within their respective powers to: i) prevent Force Majeure Events affecting the performance of the Party's obligations under the Purchase Order; ii) mitigate the effect of any Force Majeure Event; and iii) comply with its obligations under the Purchase Order.
36. **Agreement Renewal Terms.** Blanket Purchase Agreement may be renewed annually, at Creative's sole discretion, for up to three years. Creative reserves the right to extend the period of performance based on continued satisfactory performance and mutual agreement on any pricing changes.
37. **ORDER OF PRECEDENCE.** Any inconsistency in the Purchase Order shall be resolved by giving precedence in the following order:
- i. Blanket Purchase Agreement and Modifications
 - ii. Purchase Order Modifications
 - iii. The Purchase Order (excluding the specifications/statement of work)
 - iv. Purchase Order Terms and Conditions
 - v. Other documents, exhibits, and attachments
 - vi. The Specification or Statement of Work of the Purchase Order
38. **CLAUSES INCORPORATED (AS APPLICABLE) BY REFERENCE.** When work performed or supplies delivered under this Purchase Order is pursuant to a contract or grant from the U.S. Government or other funding sources, all relevant flow-down clauses from the contract or grant shall be deemed to be incorporated in this Purchase Order: (a) in such a manner as to make the Contractor subject to those clauses, as applicable, and (b) to the extent necessary to enable Creative to perform its' obligations under the contract or grant and to enable the funding source (e.g., USG Agency) to enforce its rights hereunder. This Purchase Order incorporates the following Federal Acquisition Regulations (FAR) and agency regulations as applicable. To the fullest extent that these clauses flow-down or apply to the Contractor, they are incorporated herein by reference with the same force and effect as if they were given in full text. Where appropriate and applicable under these clauses, references to the "Government" shall be interpreted to mean the Buyer and "Contractor" to mean the Seller.

NUMBER	Federal Acquisition Regulations (FAR) (48 CFR 1) Clauses	DATE
52.202-1	Definitions.	JUN 2020
52.203-3	Gratuities.	APR 1984
52.203-5	Covenant Against Contingent Fees.	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government.	JUN 2020
52.203-7	Anti-Kickback Procedures.	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct.	JUN 2020
52.203-14	Display of Hotline Poster(s)	JUN 2020
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	JUN 2010
52.203-16	Preventing Personal Conflicts of Interest.	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.	JUN 2020
52.204-2	Security Requirements.	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper.	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel.	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	JUN 2020
52.204-12	Unique Entity Identifier Maintenance.	OCT 2016
52.204-13	System for Award Management Maintenance.	OCT 2018
52.204-14	Service Contract Reporting Requirements.	OCT 2016
52.204-25	Prohibition On Contracting For Certain Telecommunications And Video Surveillance Services Or Equipment	AUG 2020
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment.	JUN 2020
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters.	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations.	NOV 2015
52.215-2	Audit and Records - Negotiation.	JUN 2020
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data.	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data - Modifications.	JUN 2020
52.215-12	Subcontractor Certified Cost or Pricing Data.	JUN 2020
52.215-13	Subcontractor Certified Cost or Pricing Data - Modifications.	JUN 2020
52.215-14	Integrity of Unit Prices.	JUN 2020
52.215-17	Waiver of Facilities Capital Cost of Money.	OCT 1997
52.215-23	Limitations on Pass-Through Charges.	OCT 2009
52.216-7	Allowable Cost and Payment.	AUG 2018
52.216-8	Fixed Fee.	JUN 2011
52.219-8	Utilization of Small Business Concerns.	OCT 2018
52.219-9	Small business subcontracting plan.	JUN 2020
52.219-16	Liquidated Damages - Subcontracting Plan.	JAN 1999
52.222-21	Prohibition of segregated facilities.	APR 2015
52.222-26	Equal Opportunity.	SEP 2016
52.222-29	Notification of visa denial.	APR 2015
52.222-50	Combating Trafficking in Persons.	JAN 2019
52.222-54	Employment Eligibility Verification.	OCT 2015
52.223-6	Drug-Free Workplace.	MAY 2001
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving.	JUN 2020
52.224-1	Privacy Act Notification.	APR 1984

NUMBER	Federal Acquisition Regulations (FAR) (48 CFR 1) Clauses	DATE
52.224-2	Privacy Act.	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases.	JUN 2008
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States.	MAY 2020
52.227-14	Rights in Data-General.	MAY 2014
52.227-23	Rights to Proposal Data (Technical).	JUN 1987
52.228-3	Workers' Compensation Insurance (Defense Base Act).	JUL 2014
52.228-7	Insurance - Liability to Third Persons.	MAR 1996
52.229-8	Taxes-Foreign Cost-Reimbursement Contracts	MAR 1990
52.230-2	Cost Accounting Standards.	JUN 2020
52.230-6	Administration of Cost Accounting Standards.	JUN 2010
52.232-9	Limitation on Withholding of Payments.	APR 1984
52.232-17	Interest.	MAY 2014
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	DEC 2013
52.237-3	Continuity of Services.	JAN 1991
52.242-1	Notice of Intent to Disallow Costs.	APR 1984
52.242-3	Penalties for Unallowable Costs.	MAY 2014
52.242-4	Certification of Final Indirect Costs.	JAN 1997
52.242-5	Payments to Small Business Subcontractors.	JAN 2017
52.244-2	Subcontracts. Alternate I	JUN 2020
52.244-5	Competition in Subcontracting.	DEC 1996
52.245-1	Government Property.	JAN 2017
52.245-9	Use and Charges.	APR 2012
52.247-63	Preference for U.S.-Flag Air Carriers.	JUN 2003
52.253-1	Computer Generated Forms.	JAN 1991
752.202-1	Definitions.	JAN 1990
752.204-2	Security Requirements.	FEB 1999
752.209-71	Organizational conflicts of interest discovered after award.	JUN 1993
752.211-70	Language and measurement.	JUN 1992
752.219-8	Utilization of small business concerns and small disadvantaged business Concerns.	MAR 2015
752.222-71	Nondiscrimination.	JUN 2012
752.228-3	Worker's Compensation Insurance (Defense Base Act).	DEC 1991
752.228-7	Insurance - liability to third persons.	JUL 1997
752.228-70	Medical Evacuation (MEDEVAC) Services.	JUL 2007
752.229-70	Federal, state, and local taxes.	
752.231-71	Salary supplements for Host Government employees.	MAR 2015
752.245-70	Government property - USAID reporting requirements.	OCT 2017
752.245-71	Title to and Care of Property.	APR 1984
752.7001	Biographical data.	JUL 1997
752.7002	Travel and transportation.	JAN 1990
752.7003	Documentation for Payment	NOV 1998
752.7004	Emergency locator information.	JUL 1997
752.7005	Submission requirements for development experience documents.	SEP 2013
752.7008	Use of Government Facilities or Personnel.	APR 1984
752.7010	Conversion of U.S. Dollars to Local Currency.	APR 1984
752.7011	Orientation and Language Training.	APR 1984
752.7012	Protection of the Individual as a Research Subject.	AUG 1995
752.7013	Contractor-Mission Relationships.	OCT 1989
752.7014	Notice of Changes in Travel Regulations.	JAN 1990

NUMBER	Federal Acquisition Regulations (FAR) (48 CFR 1) Clauses	DATE
752.7015	Use of Pouch Facilities.	JUL 1997
752.7018	Health and accident coverage for USAID participant trainees.	JAN 1999
752.7019	Participant training.	JAN 1999
752.7023	Required Visa Form for USAID Participants.	APR 1984
752.7025	Approvals.	APR 1984
752.7028	Differential and allowances.	JUL 1996
752.7029	Post Privileges.	JUL 1993
752.7030	Inspection Trips by Contractor's Officers and Executives.	APR 1984
752.7031	Leave and holidays.	OCT 1989
752.7032	International Travel Approval and Notification Requirements	APR 2014
752.7033	Physical fitness.	JUL 1997
752.7035	Public notices.	DEC 1991
752.7034	Acknowledgment and Disclaimer.	DEC 1991
752.7036	USAID Implementing Partner Notices (IPN) portal for acquisition.	JUL 2014
752.7037	Child safeguarding standards.	AUG 2016
752.7038	Nondiscrimination against End-Users of Supplies or Services.	OCT 2016

FAR 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.

Additional terms and conditions for the Purchase Order shall be provided upon notice of award.