

## Covered Telecommunications Equipment or Services-Representation

### Section 1 – References

1. FAR 52.204-24 through 26 , FAR 4.2105(a)

### Section 2 – Merchant Representation

**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.

**Procedures.** The cardholder 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”.

**Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities); 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) is strictly prohibited.**

As prescribed in 4.2105(a), the Merchant shall complete the following representation in FAR Clause 52.204-24

(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 Merchant shall provide the additional disclosure information required at paragraph (c)(1) of this section if the Merchant responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Merchant 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 Merchant shall provide the additional disclosure information required at paragraph (c)(2) of this section if the Merchant responds “does” in paragraph (d)(2) of this section.

Merchant Name and Signature \_\_\_\_\_

Representative's Name (Print or Type) \_\_\_\_\_

Date and Range this representation is good for (Date and 30days, 1Yr, 2Yrs or 3Yrs) \_\_\_\_\_

### Section 3 - Instructions

1. Merchant goes to the following FAR site:

<https://www.acquisition.gov/content/part-52-solicitation-provisions-and-contract-clauses#id1989160014C>

2. Merchant reads FAR 52.204-24 and 52.204-25 & upon completion fills out the Section 2 above and returns the form to the CH

B. Cardholder (CH) provides this representation document to the merchant to complete, sign, and return to the CH.

**C. If a merchant represents “does not,” the CH can rely on the representation and make the purchase.**

**D. If a merchant represents “does,” or the merchant declines to complete the Representation - the CH shall not make the purchase. Forward the requirement along with the representation to the supporting contracting office for action.**

E. If it is determined that entering into a contract with the merchant does not violate the section 889 prohibitions, the supporting contracting office may provide written approval for the CH to make the purchase. The CH shall retain this written approval.

**F. The following GPC transactions are exempt as these transactions are payments, not purchases.**

- 1. Contract Payment Official - use of the GPC as a payment method only**
- 2. Inter/Intra-Governmental Payments - (ex. DLA Document Services, NSN items using FedMall, or GSA Global Supply.**
- 3. SF-182 Training Payments**

G. Retain all documentation that supports this representation and upload in AXOL.