

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

Received Inspected Accepted, And Conforms To The Contract, Except As Noted: _____

32b. Signature Of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative				
32e. Mailing Address of Authorized Government Representative			32f. Telephone Number of Authorized Government Representative				
			32g. E-Mail of Authorized Government Representative				
33. Ship Number		34. Voucher Number	35. Amount Verified Correct For	36. Payment		37. Check Number	
<input type="checkbox"/> Partial	<input type="checkbox"/> Final			<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final			
38. S/R Account No.		39. S/R Voucher Number	40. Paid By				
41a. I Certify This Account Is Correct And Proper For Payment			42a. Received By (Print)				
41b. Signature And Title Of Certifying Officer			41c. Date		42b. Received At (Location)		
					42c. Date Rec'd (YY/MM/DD)		42d. Total Containers

Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

Buyer Name: TERRY C. KRAKER
Buyer Office Symbol/Telephone Number: CCRI-TA/(309)782-8570
Type of Contract 1: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders

*** End of Narrative A000 ***

INSTRUCTIONS, CONDITIONS AND NOTIFICATION TO OFFERORS

General Summary

THE FOLLOWING PARAGRAPHS ARE ADDED AS AN ADDENDUM TO FAR 52.212-1 AND ALL NON-COMMERCIAL CLAUSES IDENTIFIED WITHIN THE SOLICITATION ARE INCORPORATED BY ADDENDUM TO FAR CLAUSE 52.212-4, CONTRACT TERMS AND CONTRACTS-COMMERCIAL ITEMS.

1. The fundamental purpose of the Information Technology Enterprise Solutions 4 Hardware (ITES-4 H) acquisition is to support the Army enterprise infrastructure and infostructure goals with a full range of innovative, world-class information technology equipment and solutions at a reasonable price.
2. This solicitation will result in award of multiple Fixed Price Indefinite-Delivery/Indefinite-Quantity (IDIQ) contracts. Individual Firm Fixed Price delivery orders will be issued against the IDIQ contracts in accordance with Federal Acquisition Regulation (FAR) Subpart 16.5 - Indefinite-Delivery Contracts. The maximum amount of all orders placed against all ITES-4H contracts awarded from this solicitation shall not exceed \$10,000,000,000 over a maximum ten-year period of performance. The ten-year period of performance consists of a base period of 5 years and one five-year option. Individual delivery orders will be awarded in accordance with the ordering clauses set forth in the Request for Proposal(RFP) and resulting award.
3. This requirement is being solicited under Full and Open Competition. The Government plans to make at least 17 IDIQ awards, with up to seven reserved for Small Businesses, provided that seven Small Businesses are in the competitive range. The Government reserves the right to make no, one, or multiple awards; the Government also reserves the right to make more than 17 awards.
4. The contract award decisions will be determined based upon the evaluation of each offeror's complete proposal against the evaluation criteria.
5. The NAICS code is 334111 and small business size standard for this acquisition is 1250 employees. However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees. Note: NAICS 334111 is the only code to be used for orders placed against ITES-4H contract vehicles.
6. Joint Ventures.

In accordance with FAR 9.601 Contractor team arrangement (CTA) means an arrangement in which (1) Two or more companies form a partnership or joint venture to act as a potential prime contractor; or (2) A potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program.

For the purposes of your proposal as a prime contractor and to address potential affiliation considerations, Joint Ventures (J/V) as stated above at FAR 9.601(1), is defined at 13 CFR 121.103 (h). Offerors should review the joint venture regulations and exceptions to affiliation at 13 CFR 121.103(h) before entering into and creating a JV and prior to submitting a proposal as a small business prime. For example, small business concerns can create J/V that will be considered small business J/V, as long as each individual affiliate is considered small under the 1250 employee size standard for the ITES-4H NAICS 334111.

All joint ventures (large and small) shall provide joint venture agreements with their proposal delineating how the JV is structured. Small business JVs shall show certification of each affiliate as a small business concern under the ITES-4H NAICS code 334111. The JV must be registered in the system at "https://sam.gov" as its own, unique entity.

7. Ostensible Subcontracting.

Careful attention must be exercised by small business or small business JV prime contractors with regards to ostensible subcontracting. An ostensible subcontractor which is to perform primary or vital requirements of a contract may have a controlling role such as to be considered a joint venture affiliated on the contract with the prime or prime JV. For example, if a small business or small business JV subcontracts to a large business for a primary or vital portion of the requirement such that the large business may control the activities of the small business or the small business JV, then the large business could be considered an affiliate of the small business or small business JV, disqualifying it as a small business. Pursuant to the authority in FAR 19.302(b), the Contracting Officer reserves the right to question the small business representation of a Small Business Offeror at any time after the receipt of proposals if it is determined through the evaluation process that an ostensible subcontractor has a controlling role over the prime contractor.

8. Nonmanufacturer Rule.

Name of Offeror or Contractor:

As defined at FAR 19.001, a nonmanufacturer is a concern that furnishes a product that it did not manufacture or produce. The NMR applies when doing Small Business Set-Aside supply buys greater than the Simplified Acquisition Threshold(SAT-\$250K). Limitation on Subcontracting (LOS) applies to supply, construction, and services for Small Business Set-Asides, as well as other socioeconomic set-asides. For those Small Business Set-Aside purchases less than the SAT, a Small Business can provide the product of any company. However, the NMR and LOS apply to contracts and delivery orders regardless of the dollar value for the other socioeconomic set-asides.

The term nonmanufacturer includes a concern that can, but elects not to, manufacture or produce the end product for the specific acquisition. In addition, under a small business set-aside(over the SAT), a small business non-manufacturer would be required to provide the product of a small business manufacturer, unless a class or individual waiver exists. Current waivers of the Nonmanufacturer Rule are located at <http://www.sba.gov/content/class-waivers>

Paragraph 9 includes clauses applicable to small business set-asides at an order level, in which case the non-manufacturer rule will apply (see paragraph 8).

9. The following clauses are included in the RFP but only apply at the order level when the requirement has been set-aside for Small Business.

52.219-3 - Notice of HUBZone Set-Aside or Sole Source award (Deviation 2020-00008)

52.219-6 - Notice of Total Small Business Set-Aside (Deviation 2020-00008)
with Alternate I

52.219-13 Notice of Set-Aside of Orders (Mar 2020))

52.219-14 - Limitations on Subcontracting (Deviation 2020-00008)

52.219-27 - Notice of Service-Disabled Veteran-Owned Small Business
Set-Aside (Mar 2020)

Note the limitations on subcontracting clause only applies at the order level. Small businesses may compete on unrestricted delivery order without having to meet the requirements of the limitations of subcontracting clause.

10. For Evaluation Purposes, contractors must propose and price all new equipment under this RFP.

11. Please note that in all instances where the term Outside the Continental United States ("OCONUS") appears, it includes both named and remote OCONUS locations.

12. In a response to a RFQ issued at the ordering level, contractors may propose items/equipment from multiple catalogs to make up a total/bundled solution.

13. The guaranteed minimum on this contract is Not to Exceed (NTE) \$2500.00 for each contractor and only applies to the base period. The guaranteed minimum is for:

- a. Finalizing the ITES-4H catalogs and providing electronically to the CHES Product Officer within 30 days of contract award for review and approval
- b. Assisting the Government in developing an ordering guide
- c. Developing a website to include a link to the CHES website and the CHES ordering guide, contract catalog products and prices, specific information pertaining to the contract, the 24 hour toll free help desk number, contractor point of contact information, etc.
- d. Finalizing subcontracts/teaming arrangements
- e. Securing appropriate personnel
- f. Establishing telephonic support
- g. Participating in Post-Award conference
- h. Completing all training provided by Army CHES such as RFQ and reporting tutorials.

14. Trade Agreement Act (TAA) compliance is required for all products. By submission of a proposal, the offeror is certifying that it

Name of Offeror or Contractor:

meets all terms and conditions set forth in the RFP and all attachments, including TAA compliance. If an offeror cannot identify an item(s) that is TAA compliant, the offeror should bring it to the immediate attention of the Contracting Officer.

15. TAA compliance is also required at the ordering level. However, if there are instances where an item that is required as part of an ITES-4H solution is not TAA compliant and no TAA complaint item is available, the Ordering Contracting Officer may make a determination to waive the TAA requirement and purchase the non-TAA compliant item.

16. Note for Other than Small Businesses ONLY. Separate from the Small Business Participation Plan, Other than Small Business Offerors shall also submit a Small Business Subcontracting Plan as required by FAR 19.7 (FAR Clause 52.219-9, Small Business Subcontracting Plan). The Small Business Subcontracting Plan will be reviewed when the apparent awardee is determined. In accordance with AFARS Appendix DD, the Small Business Subcontracting Plan must correlate with the percentages of small business utilization identified in the contractor's Small Business Participation Plan in order to be eligible for award. For Offerors utilizing a Commercial Subcontracting Plan the Offeror shall also provide an explanation showing how the percentages of small business utilization identified in the contractor's Small Business Participation Plan correlate to the goals in its Commercial Subcontracting Plan in order to be eligible for award.

17. START-UP PERIOD

The contract start-up period is 60 calendar days commencing upon the issuance of the basic contract award. The contractor, at the conclusion of the start-up period, shall be available to accept orders. During the start-up period the contractor shall:

- a. Finalize the ITES-4H catalogs and provide electronically to the CHES Product Officer within 30 days of contract award for review and approval
- b. Assist the Government in developing an ordering guide
- c. Develop a website to include a link to the CHES website and the CHES ordering guide, contract catalog products and prices, specific information pertaining to the contract, the 24 hour toll free help desk number, contractor point of contact information, etc.
- d. Finalize subcontracts/teaming arrangements
- e. Secure appropriate personnel
- f. Establish telephonic support
- g. Participate in Post-Award conference
- h. Complete all training provided by Army CHES such as RFQ and reporting tutorials

18. DELIVERY

(a) Coordination and scheduling of shipment delivery is the responsibility of the ordering activity. Shipping is Free on Board Destination unless otherwise specified in the individual orders. Commercial shipping is required, in lieu of developing a shipping mechanism reliant upon Government personnel intervention. The contractor is responsible for payment of all shipping costs for all CONUS locations.

(b) If an item cannot be delivered within the delivery time for that item, the Contractor shall notify the issuing Contracting Officer and CHES of the expected delivery date for the ordered items(s) within two business days of receipt of the order.

Upon notification, the Ordering Agency may choose to cancel the order or request due consideration for the delay.

Deliveries to the address(es) specified in each Delivery Order shall be made within 30 calendar days or the order for CONUS addresses, 35 calendar days for OCONUS, and 45 days remote OCONUS from the date a valid order is received by the contractor, or as otherwise agreed to by the parties.

19. ON-RAMPING

The Government reserves the right to reopen competition as either Small Business or Unrestricted at any time during the term of the contract. The Contracting Officer may conduct market research to assess additional technologies available in the open market. The Contracting Officer may also assess the amount of competition available. The Government will review the need for additional ITES-4H contractors to keep the eligible pool(s) viable/competitive, and/or to ensure that the agency maintains access to the latest technological solutions in contracts for IT products.

The Government may evaluate the benefit of conducting an on-ramp on the multiple award IDIQ vehicle on an annual basis. The Government reserves the right to on-ramp in year five of the base ordering period, prior to exercising the five year option ordering period.

Name of Offeror or Contractor:

SUPPLIES OR SERVICES AND PRICES/COSTS

The following paragraphs are being added as addendum to FAR 52.212-1

Pricing Terms

The contractor shall perform the ITES-4H effort in accordance with Statement of Work (SOW) and provide all of the items identified in Part B of the Schedule over the life of the contract, which includes Contract Line Item Numbers (CLINs) for Catalog Items, Non-catalog Items, Unpriced Items, and Reimbursable Items (the only CLIN listed at this time is for the Minimum guarantee.)

(a) Catalog Items. The contractor shall provide all of the items in the CLIN description for each of the equipment categories identified. The items shall be provided from a catalog. All items proposed in the catalogs must be commercial in nature and meet the definition of commercial item as set forth in FAR 2.101. The contract type for Catalog Items CLINs is fixed price.

(1) Discounts. A single discount percentage shall be identified for the equipment for each of the ITES-4H catalogs. A single discount percentage shall be identified for warranty variance for each of the ITES-4H catalogs (except Catalog (VI)).

(A) Items shall be provided from the catalog at a price that reflects the discount for the equipment category applied to the catalog price, or a lesser price.

(B) Pricing for catalog items, as discounted, shall not exceed the lowest available GSA Federal Supply Schedule price, commercial catalog/price list of the contractor.

(C) The discount for the equipment category shall apply to items provided from the catalog and any replacement or revision to the catalog to include logical derivatives and descendants.

(D) The catalog shall be fixed and shall apply to the entire life of the contract, including the option period.

(E) Additional discounts, from the established catalog discount, may be provided under individual orders as negotiated by the ordering contracting officer. Any and all agreements to reduce pricing shall be subject to all other provisions set forth in this contract. Contract provisions may not be waived nor additional products (not specified in Part B - Supplies or Services and Prices/Costs) be sold as part of the price reduction agreement.

(2) Catalogs established expressly for this catalog is not acceptable.

(3) Use of a GSA Schedule as a catalog is permissible.

(4) For each of the equipment categories, the contractor shall identify a catalog, catalogs, or portions of a catalog, from which it will provide the items. The contractor shall identify the catalog for each equipment category by unique name/publication number or similar unique identifier. The contractor shall likewise identify all subsequent publications of that catalog (descendants or logical derivatives).

(5) Copies of the catalogs, including catalog changes, shall be made electronically to the Government to establish the price baseline for the application of contractual discounts for existing items and catalog additions, and to facilitate adjustments under the Economic Price Adjustment-Standard Supplies clause of this contract. An archive of the catalogs and any catalog changes thereto shall be maintained on the Army CHES website.

(6) Items provided from a catalog shall be compliant with the terms and conditions of the ITES-4H contract; the contractor shall provide the items that are compliant with Federal laws and regulations.

(7) The contractor shall establish and maintain a web-based ordering mechanism of items provided under this contract that will include a description of the items available through the catalogs.

(8) Catalog Ordering Constraints. The contractor is responsible for assuring that items furnished under the contract from the specified catalogs are within the scope of the equipment category descriptions as set forth in Part B of the contract, comply with the terms and conditions of the contract, and comply with Federal laws and regulations (e.g., TAA). Non-compliant and out-of-scope items shall be otherwise eliminated from the catalogs for ordering purposes and shall not be purchasable under the contract. The Government reserves the right to have noncompliant items eliminated from ordering. Additionally, in the event that the contractor provides items from catalogs that exceed the scope established by the catalog equipment category descriptions, the Government reserves the right to suspend ordering under the contract. The right of suspension is in addition to and not in substitution of any other rights of the Government under the contract.

(b) Unpriced Items and Reimbursable Items. CLINs in this series are for unpriced and reimbursable items.

(1) Related Items, Equipment, and Software Pricing for these items shall be based on existing commercial or GSA agreements and established by the ordering Contracting Officer at the time of order if not already on contract. Price is To Be Determined (TBD).

CONTINUATION SHEET	Reference No. of Document Being Continued W52P1J-20-R-0082 PIIN/SIIN	Page 7 of 97 MOD/AMD
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Name of Offeror or Contractor:

These CLINs are provided for the ordering of items not covered by other contract CLINs that are within the scope of the contract for ITES-4H; these CLINs include items or new technology needed to complete an order under ITES-4H in order to be fully responsive to the particular needs of a user. Items shall otherwise comply with the provisions of the contract. The contract type is firm-fixed-price.

(A) CHES Software Agreements. Contractors shall, when authorized by the Government, order from the Joint/Enterprise License Agreements (J/ELAs), DoD Enterprise Software Initiatives (ESI), Information Technology Enterprise Solutions Software 2 (ITES-SW2) as sources to obtain the software to satisfy the requirement. Commercial software purchased by the contractor to satisfy the requirement shall be reimbursed on a cost reimbursable basis with no markup percentage for loading, fee, or profit. Cost is TBD.

(2) Related Services: The contractor shall provide services related to the equipment acquired under this contract.

(3) Other direct costs (ODC) for items used in providing the services shall be priced at cost including any applicable indirect rates but without profit. Travel may be priced as firm fixed price or cost reimbursement at the discretion of the ordering office. Travel and per diem costs shall be reimbursed in accordance with the then current version of the Federal Travel Regulations (FTR)/Joint Travel Regulations (JTRs) within the ODC CLIN.

(4) OCONUS Shipping. The contractor shall provide OCONUS shipping under this contract on a firm-fixed price basis. Price is TBD. Delivery prices for OCONUS shipments shall be separately negotiated as a firm-fixed CLIN under individual delivery orders.

(5) Shipping Variations. The contractor shall provide shipping variation options under this contract on a firm fixed-price basis for individual delivery orders. Price is TBD. Shipping variations include alternate or additional delivery terms or schedules, such as ship-in-place, expedited shipping or shipping to APO addresses.

(6) Ordering Contracting Officers must establish prices for orders of unpriced items using the policies and methods of FAR 15.4

(c) Non-Catalog Items. The Government reserves the right to add CLINS for individual items to Section B that are not catalog items, as necessary.

NOTE: Do not provide pricing under the CLINS.

NOTE: CLINS 2101-2810 ARE ESTABLISHED FOR THE OPTION PERIOD. OPTION MUST BE EXERCISED IAW FAR 52.217-9 PRIOR TO COMMENCEMENT OF PERFORMANCE.

*** END OF NARRATIVE B0001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p><u>GUARANTEED MINIMUM</u></p> <p>COMMODITY NAME: ITES-4H CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>The guaranteed minimum on this contract is Not to Exceed (NTE) \$2,500.00 for each contractor and only applies to the base period. The guaranteed minimum is for:</p> <p>finalizing the seven ITES-4H catalogs and providing electronically to the CHES, Product Officer within 30 days of contract award for review and approval; Assisting the Government in developing an ordering guide; developing a website to include a link to the CHES website and the CHES ordering guide, contract, catalog products and prices, specific information pertaining to the contract; the 24 hour toll free help desk number, contractor point of contract information, etc., finalizing subcontracts and or teaming arrangements; securing appropriate personnel; establishing telephonic support; participating in Post-Award conference; and complete all training provided by Army CHES such as RFQ and reporting tutorials.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p>			\$ _____	\$ _____
1101	<p><u>CATALOG I - SERVERS</u></p> <p>COMMODITY NAME: HARDWARE</p> <p>Catalog I - Servers</p> <p>UNIX and Non-UNIX based platforms with current generation multiple core Intel/AMD or equivalent processors. Includes all servers that support the provided platforms (e.g., various processor clock rates, high availability components, internal storage</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1102	<p>devices such as hard disk drives and optical drives, memory modules and upgrades, video cards, network interface cards, expansion bays, multimedia devices, interface adapter cards, internal cables, processor/motherboard upgrades), mounting racks, cabinets power supplies, power adaptors, clustering devices, and operating systems/licenses not covered or provided under existing Government enterprise agreements, e.g., Enterprise License Agreements (ELAs) and Enterprise Software Initiatives (ESIs).</p> <p>Equipment Discount:</p> <p>Ordering Period: Date of Award + 5 years</p> <p>Delivery locations will be identified in the individual delivery orders.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with the individual delivery orders issued.</p> <p>Partial Shipments and partial payments are authorized under the IDIQ contract unless specified by the ordering contracting officer.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p> <p><u>CATALOG I - WARRANTY</u></p> <p>COMMODITY NAME: WARRANTY</p> <p>Warranty and Warranty variations in accordance with paragraph 4.6 of the SOW.</p> <p>Warranty Discount:</p> <p>Warranty period shall commence upon receipt of the equipment at the final destination identified on the Delivery Order or 35 days after shipment from the contractor's facility, whichever is sooner.</p>			<p>\$ _____</p>	<p>\$ _____</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1201	<p>The basic warranty included in the purchase price shall be no less in length than the OEM Standard commercial warranty or one year whichever is greater.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p> <p><u>CATALOG II - WORKSTATIONS, ETC.</u></p> <p>COMMODITY NAME: HARDWARE</p> <p>Workstations, Thin Clients, Desktops, and Notebooks</p> <p>Includes platforms with current generation Intel and AMD processors (or equivalent). Included are internal items that directly support the proposed platforms (e.g., various processor clock rates, internal storage devices (hard disk drives and optical drives), memory modules and upgrades, video cards, network interface cards, multimedia devices, interface adapter cards, expansion bay, internal cables, processor and motherboard upgrades), keyboard/mouse, portable storage devices, memory cards, power strips, USB hubs, card readers, speakers, external connection cables, expansion chassis, monitors, power adaptors, warranty and warranty variations, and operating system/licenses not covered or provided under existing Government enterprise agreements, e.g. J/ELAs, ESI, ITES-SW as described on the CHESSE website.</p> <p>Equipment Discount:</p> <p>Ordering Period: Date of Award + 5 years</p> <p>Delivery locations will be identified in the individual delivery orders.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with the individual delivery orders issued.</p> <p>Partial Shipments and partial payments are authorized</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1202	<p>under the IDIQ contract unless otherwise specified by the ordering contracting officer.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p> <p><u>CATALOG II - WARRANTY</u></p> <p>COMMODITY NAME: WARRANTY</p> <p>Warranty and Warranty variations in accordance with paragraph 4.6 of the SOW.</p> <p>Warranty Discount:</p> <p>Ordering Period: Date of Award + 5 years</p> <p>Warranty period shall commence upon receipt of the equipment at the final destination identified on the Delivery Order or 35 days after shipment from the contractor's facility, whichever is sooner.</p> <p>The basic warranty included in the purchase price shall be no less than 3 years.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p>			<p>\$ _____</p>	<p>\$ _____</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1301	<p><u>CATALOG III - STORAGE SYSTEMS</u></p> <p>COMMODITY NAME: HARDWARE</p> <p>Includes items such as various storage arrays, storage area networks, various JBODs (Just Bunch of Disks) configurations, various sizes of hard disk drives, storage cables, adapters, storage expansion cabinets, storage network bridge devices, power supplies, power adaptors, firmware, tape backup devices, optical backup devices, tape and optical media, warranty and warranty variations and related commercial storage software products not covered or provided under ELA, ESI, or ITES-SW as described on the CHESSE website.</p> <p>Equipment Discount:</p> <p>Ordering Period: Date of Award + 5 years</p> <p>Delivery locations will be identified in the individual delivery orders.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with the individual delivery orders issued.</p> <p>Partial Shipments and partial payments are authorized under the IDIQ contract unless specified by the ordering contracting officer.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p>			\$ _____	\$ _____
1302	<p><u>CATALOG III- WARRANTY</u></p> <p>COMMODITY NAME: WARRANTY</p> <p>Warranty and Warranty variations in accordance with paragraph 4.6 of the SOW.</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1401	<p>Warranty Discount:</p> <p>Ordering Period: Date of Award + 5 years</p> <p>Warranty period shall commence upon receipt of the equipment at the final destination identified on the Delivery Order or 35 days after shipment from the contractor's facility, whichever is sooner.</p> <p>The basic warranty included in the purchase price shall be no less in length than the OEM Standard commercial warranty or one year whichever is greater.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p> <p><u>CATALOG IV - NETWORKING EQUIPMENT</u></p> <p>COMMODITY NAME: HARDWARE</p> <p>Includes items such as managed and unmanaged switches, hubs, gateways, routers, LAN wireless networking devices, Everything over Internet Protocol (EoIP), associated cables, adapters, firmware, memory upgrades, interface cards, power supplies, power adaptors, expansion bays, service packs, firewalls, warranty and warranty variations, and related network management software products not covered or provided under ELA, ESI, or ITES-SW as described on the CHESSE website.</p> <p>Equipment Discount:</p> <p>Ordering Period: Date of Award + 5 years</p> <p>Delivery locations will be identified in the individual delivery orders.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with the individual delivery orders issued.</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1402	<p>Partial Shipments and partial payments are authorized under the IDIQ contract unless specified by the ordering contracting officer.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p> <p><u>CATALOG IV - WARRANTY</u></p> <p>COMMODITY NAME: WARRANTY</p> <p>Warranty and Warranty variations in accordance with paragraph 4.6 of the SOW.</p> <p>Warranty Discount:</p> <p>Ordering Period: Date of Award + 5 years</p> <p>Warranty period shall commence upon receipt of the equipment at the final destination identified on the Delivery Order or 35 days after shipment from the contractor's facility, whichever is sooner.</p> <p>The basic warranty included in the purchase price shall be no less in length than the OEM Standard commercial warranty or one year whichever is greater.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p>			<p>\$ _____</p>	<p>\$ _____</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1501	<p><u>CATALOG V - IMAGING EQUIPMENT</u></p> <p>COMMODITY NAME: HARDWARE</p> <p>Includes network printers, Multi-Functional Devices (MFDs), 3-D printers, scanners, supporting devices (e.g. hard disk drives, memory and upgrades, network interface adapters, cables, input trays, duplexers, output bins), power adaptors, warranty and warranty variations.</p> <p>Equipment Discount:</p> <p>Ordering Period: Date of Award + 5 years</p> <p>Delivery locations will be identified in the individual delivery orders.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with the individual delivery orders issued.</p> <p>Partial Shipments and partial payments are authorized under the IDIQ contract unless otherwise specified by the ordering contracting officer.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p>			\$ _____	\$ _____
1502	<p><u>CATALOG V - WARRANTY</u></p> <p>COMMODITY NAME: WARRANTY</p> <p>Warranty and Warranty Variations in accordance with paragraph 4.6 of the SOW.</p> <p>Warranty Discount:</p> <p>Ordering period: Date of Award + 5 years</p> <p>Warranty period shall commence upon receipt of the</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1601	<p>equipment at the final destination identified on the Delivery Order or 35 days after shipment from the contractor's facility, whichever is sooner.</p> <p>The basic warranty included in the purchase price shall be no less than the OEM Standard commercial warranty or one year whichever is greater.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p> <p><u>CATALOG VI - CABLES, CONNECTORS, & ACCESSORIES</u></p> <p>COMMODITY NAME: HARDWARE</p> <p>Includes Uninterruptible Power Supplies (UPS), power strips, line conditioners, various network cables (metallic and optical) to include, but not limited to: cable trays, various cable bends, connectors, and cable tray hangers.</p> <p>Equipment Discount:</p> <p>Ordering Period: Date of Award + 5 years</p> <p>Delivery locations will be identified in the individual delivery orders.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with the individual delivery orders issued.</p> <p>Partial Shipments and partial payments are authorized under the IDIQ contract unless specified by the ordering contracting officer.</p> <p>Delivery locations will be identified in the individual delivery orders.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with the individual delivery orders issued.</p> <p>Partial Shipments and partial payments are authorized under the IDIQ contract unless specified by the</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	ordering contracting officer. (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> FOB POINT: Destination				
1602	<u>CATALOG VI - WARRANTY</u> COMMODITY NAME: WARRANTY Warranty and Warranty variations in accordance with paragraph 4.6 of the SOW. Warranty Discount: Ordering Period: Date of Award + 5 years Warranty period shall commence upon receipt of the equipment at the final destination identified on the Delivery Order or 35 days after shipment from the contractor's facility, whichever is sooner. The basic warranty included in the purchase price shall be no less in length than the OEM Standard commercial warranty or one year whichever is greater. (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> FOB POINT: Destination			\$ _____	\$ _____
1701	<u>CATALOG VII - VIDEO EQUIPMENT PRODUCTS</u>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>COMMODITY NAME: HARDWARE</p> <p>Includes Video Teleconferencing Equipment (VTC), standalone displays (Plasma, LCD, LED, HDTVs) larger than 21 inches, smartboards, virtual reality systems and projectors to include ancillaries and warranty and warranty variations.</p> <p>Equipment Discount:</p> <p>Ordering Period: Date of Award + 5 years</p> <p>Delivery locations will be identified in the individual delivery orders.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with the individual delivery orders issued.</p> <p>Partial Shipments and partial payments are authorized under the IDIQ contract unless otherwise specified by the ordering contracting officer.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p>				
1702	<p><u>CATALOG VII - WARRANTY</u></p> <p>COMMODITY NAME: WARRANTY</p> <p>Warranty and Warranty variations in accordance with paragraph 4.6 of the SOW.</p> <p>Warranty Discount:</p> <p>Ordering Period: Date of Award + 5 years</p> <p>Warranty period shall commence upon receipt of the equipment at the final destination identified on the Delivery Order or 35 days after shipment from the contractor's facility, whichever is sooner.</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1801	<p>The basic warranty included in the purchase price shall be no less in length than the OEM Standard commercial warranty or one year whichever is greater.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p> <p><u>NON-CATALOG ITEMS</u></p> <p>COMMODITY NAME: HARDWARE</p> <p>The Government reserves the right to add CLINS for individual items to the contract that currently are not catalog items. See paragraph 3.2 of the SOW. Delivery of products to both CONUS and OCONUS locations shall be in accordance with individual delivery orders issued.</p> <p>Ordering Period: Date of Award + 5 years</p> <p>Delivery locations will be identified in the individual Delivery Order.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with individual delivery orders issued.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p>			<p>\$ _____</p>	<p>\$ _____</p>
1802	<p><u>RELATED ITEMS & EQUIPMENT</u></p>			<p>\$ _____</p>	<p>\$ _____</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>COMMODITY NAME: HARDWARE</p> <p>This CLIN may be used for New Technology, items that do not fit into the predefined Catalogs I through VII and for items required to complete an ITES-4H solution. Related items do not necessarily fit into Catalogs I through VII and shall be within the scope of the contract. This CLIN shall be provided in accordance with paragraph (b)(1) of the Pricing Terms.</p> <p>Ordering Period: Date of Award + 5 years</p> <p>Delivery locations will be identified in the individual Delivery Order.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with individual delivery orders issued.</p> <p>Partial Shipments and partial payments are authorized under the IDIQ contract unless otherwise specified by the ordering contracting officer.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p>				
1803	<p><u>RELATED SOFTWARE</u></p> <p>COMMODITY NAME: SOFTWARE</p> <p>This CLIN may be used for commercial Non-ESA software products or Non-SmartBuy software products required to complete an ITES-3H solution. Related software products must be within the scope of the contract. This CLIN shall be provided in accordance with paragraph (b)(1) of the Pricing Terms.</p> <p>Ordering Period: Ordering Period: Date of Award + 5 years</p> <p>Delivery locations will be identified in the</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1804	<p>individual Delivery Order.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with individual delivery orders issued.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p> <p><u>RELATED SERVICES</u></p> <p>COMMODITY NAME: SERVICES</p> <p>Related incidental services shall be directly related to the ITES-3H equipment requirement. These services include, but are not limited to the system configuration and integration, physical site analysis, installation and relocation, and high availability configuration. These services shall be provided in accordance with paragraph 3.4 of the SOW.</p> <p>Ordering Period: Date of Award + 5 years</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p>			\$ _____	\$ _____
1805	<p><u>OCONUS SHIPPING</u></p> <p>COMMODITY NAME: SHIPPING</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1806	<p>Shipping for deliveries to OCONUS locations in 35 calendar days in accordance with paragraph (b)(4) of the Pricing Terms.</p> <p>Ordering Period: Date of Award + 5 years</p> <p>Delivery locations will be identified in the individual Delivery Order.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p> <p><u>SHIPPING VARIATIONS</u></p> <p>COMMODITY NAME: SHIPPING</p> <p>Alternate or additional delivery schedules such as ship-in-place, expedited shipping, or shipping to APO addresses, shall be negotiated under individual delivery orders under this contract in accordance with paragraph (b)(5) of the Pricing Terms.</p> <p>Ordering Period: Date of Award + 5 years</p> <p>Delivery locations will be identified in the individual Delivery Order.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with individual delivery orders issued.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p>			<p>\$ _____</p>	<p>\$ _____</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1807	<p><u>DOD ENTERPRISE SOFTWARE INITIATIVE (ESI)</u></p> <p>COMMODITY NAME: SOFTWARE</p> <p>The contractor shall provide software from DoD ESI sources in accordance with paragraph (b)(1)(A) of the Pricing Terms.</p> <p>Ordering Period: Date of Award + 5 years</p> <p>Delivery locations will be identified in the individual Delivery Order.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with individual delivery orders issued.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p>			\$ _____	\$ _____
1808	<p><u>OTHER DIRECT EXPENSES</u></p> <p>COMMODITY NAME: EXPENSES</p> <p>Other direct expenses for items used in providing services, including travel, in accordance with paragraph (b)(3) of the Pricing Terms and as negotiated in individual delivery orders under this contract. Travel and per diem will be quoted on a firm fixed price and shall be in accordance with the current version of the Federal Travel Regulations (FTR)/Joint Travel Regulations (JTR) Price is TBD.</p> <p>Ordering Period: Date of Award + 5 years</p> <p>(End of narrative B001)</p>			\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
W52PlJ-20-R-0082
PIIN/SIIN MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1809	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p> <p><u>CONTRACTOR MANPOWER REPORTING (CMR)</u></p> <p>COMMODITY NAME: CMR</p> <p>This CLIN shall be included in every Army order as appropriate that contain services. This CLIN shall be used for the pricing of the collection and reporting of Contractor Manpower Reporting Data and may be priced on an individual order basis and shall be in accordance with the CMR clause contained in the contract.</p> <p>Ordering Period: Date of Award + 5 years (End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p>			\$ _____	\$ _____
1810	<p><u>CONTRACT DATA REQUIREMENTS LIST (CDRL)</u></p> <p>COMMODITY NAME: CDRL</p> <p>See Attached Contract Data Requirements List (CDRL)(DD Form 1423) which sets forth reporting requirements under the contract. List of CDRL's are as follows:</p> <p>B001 - Equipment Failure Report</p> <p>B002 - Order Transaction</p>			\$ ** NSP **	\$ ** NSP **

CONTINUATION SHEET

Reference No. of Document Being Continued
W52P1J-20-R-0082
PIIN/SIIN MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2101	<p>Report</p> <p>B003 - Vendor Status Report</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p> <p><u>CATALOG I - SERVERS</u></p> <p>COMMODITY NAME: HARDWARE</p> <p>Catalog I - Servers</p> <p>UNIX and Non-UNIX based platforms with current generation multiple core Intel/AMD or equivalent processors. Includes all servers that support the provided platforms (e.g., various processor clock rates, high availability components, internal storage devices such as hard disk drives and optical drives, memory modules and upgrades, video cards, network interface cards, expansion bays, multimedia devices, interface adapter cards, internal cables, processor/motherboard upgrades), mounting racks, cabinets power supplies, power adaptors, clustering devices, and operating systems/licenses not covered or provided under existing Government enterprise agreements, e.g., Enterprise License Agreements (ELAs) and Enterprise Software Initiatives (ESIs).</p> <p>Equipment Discount:</p> <p>Ordering Period: Date of Award + 5 years</p> <p>Delivery locations will be identified in the individual delivery orders.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with the individual delivery orders issued.</p> <p style="text-align: center;">(End of narrative B001)</p>			<p>\$ _____</p>	<p>\$ _____</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2102	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p> <p><u>CATALOG I - WARRANTY</u></p> <p>COMMODITY NAME: WARRANTY</p> <p>Warranty and Warranty variations in accordance with paragraph 4.6 of the SOW.</p> <p>Warranty Discount:</p> <p>Warranty period shall commence upon receipt of the equipment at the final destination identified on the Delivery Order or 35 days after shipment from the contractor's facility, whichever is sooner.</p> <p>The basic warranty included in the purchase price shall be no less in length than the OEM Standard commercial warranty or one year whichever is greater.</p> <p>(End of narrative B001)</p>			\$ _____	\$ _____
2201	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p> <p><u>CATALOG II - WORKSTATIONS, ETC.</u></p> <p>COMMODITY NAME: HARDWARE</p> <p>Workstations, Thin Clients, Desktops, and Notebooks</p> <p>Includes platforms with current generation Intel and</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2202	<p>AMD processors (or equivalent). Included are internal items that directly support the proposed platforms (e.g., various processor clock rates, internal storage devices (hard disk drives and optical drives), memory modules and upgrades, video cards, network interface cards, multimedia devices, interface adapter cards, expansion bay, internal cables, processor and motherboard upgrades), keyboard/mouse, portable storage devices, memory cards, power strips, USB hubs, card readers, speakers, external connection cables, expansion chassis, monitors, power adaptors, warranty and warranty variations, and operating system/licenses not covered or provided under existing Government enterprise agreements, e.g. J/ELAs, ESI, ITES-SW as described on the CHES website.</p> <p>Equipment Discount:</p> <p>Ordering Period: Date of Award + 5 years</p> <p>Delivery locations will be identified in the individual delivery orders.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with the individual delivery orders issued.</p> <p>Partial Shipments and partial payments are authorized under the IDIQ contract unless otherwise specified by the ordering contracting officer.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p> <p><u>CATALOG II - WARRANTY</u></p> <p>COMMODITY NAME: WARRANTY</p> <p>Warranty and Warranty variations in accordance with</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2301	<p>paragraph 4.6 of the SOW.</p> <p>Warranty Discount:</p> <p>Ordering Period: Date of Award + 5 years</p> <p>Warranty period shall commence upon receipt of the equipment at the final destination identified on the Delivery Order or 35 days after shipment from the contractor's facility, whichever is sooner.</p> <p>The basic warranty included in the purchase price shall be no less than 3 years.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p> <p><u>CATALOG III - STORAGE SYSTEMS</u></p> <p>COMMODITY NAME: HARDWARE</p> <p>Includes items such as various storage arrays, storage area networks, various JBODs (Just Bunch of Disks) configurations, various sizes of hard disk drives, storage cables, adapters, storage expansion cabinets, storage network bridge devices, power supplies, power adaptors, firmware, tape backup devices, optical backup devices, tape and optical media, warranty and warranty variations and related commercial storage software products not covered or provided under ELA, ESI, or ITES-SW as described on the CHES website.</p> <p>Equipment Discount:</p> <p>Ordering Period: Date of Award + 5 years</p> <p>Delivery locations will be identified in the individual delivery orders.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with the individual delivery orders issued.</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2302	<p>Partial Shipments and partial payments are authorized under the IDIQ contract unless specified by the ordering contracting officer.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p> <p><u>CATALOG III- WARRANTY</u></p> <p>COMMODITY NAME: WARRANTY</p> <p>Warranty and Warranty variations in accordance with paragraph 4.6 of the SOW.</p> <p>Warranty Discount:</p> <p>Ordering Period: Date of Award + 5 years</p> <p>Warranty period shall commence upon receipt of the equipment at the final destination identified on the Delivery Order or 35 days after shipment from the contractor's facility, whichever is sooner.</p> <p>The basic warranty included in the purchase price shall be no less in length than the OEM Standard commercial warranty or one year whichever is greater.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p>			<p>\$ _____</p>	<p>\$ _____</p>
2401	<p><u>CATALOG IV - NETWORKING EQUIPMENT</u></p>			<p>\$ _____</p>	<p>\$ _____</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2402	<p>COMMODITY NAME: HARDWARE</p> <p>Includes items such as managed and unmanaged switches, hubs, gateways, routers, LAN wireless networking devices, Everything over Internet Protocol (EoIP), associated cables, adapters, firmware, memory upgrades, interface cards, power supplies, power adaptors, expansion bays, service packs, firewalls, warranty and warranty variations, and related network management software products not covered or provided under ELA, ESI, or ITES-SW as described on the CHESSE website.</p> <p>Equipment Discount:</p> <p>Ordering Period: Date of Award + 5 years</p> <p>Delivery locations will be identified in the individual delivery orders.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with the individual delivery orders issued.</p> <p>Partial Shipments and partial payments are authorized under the IDIQ contract unless specified by the ordering contracting officer.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p> <p><u>CATALOG IV - WARRANTY</u></p> <p>COMMODITY NAME: WARRANTY</p> <p>Warranty and Warranty variations in accordance with paragraph 4.6 of the SOW.</p> <p>Warranty Discount:</p>			<p>\$ _____</p>	<p>\$ _____</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2501	<p>Ordering Period: Date of Award + 5 years</p> <p>Warranty period shall commence upon receipt of the equipment at the final destination identified on the Delivery Order or 35 days after shipment from the contractor's facility, whichever is sooner.</p> <p>The basic warranty included in the purchase price shall be no less in length than than the OEM Standard commercial warranty or one year whichever is greater.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p> <p><u>CATALOG V - IMAGING EQUIPMENT</u></p> <p>COMMODITY NAME: HARDWARE</p> <p>Includes network printers, Multi-Functional Devices (MFDs), 3-D printers, scanners, supporting devices (e.g. hard disk drives, memory and upgrades, network interface adapters, cables, input trays, duplexers, output bins), power adaptors, warranty and warranty variations.</p> <p>Equipment Discount:</p> <p>Ordering Period: Date of Award + 5 years</p> <p>Delivery locations will be identified in the individual delivery orders.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with the individual delivery orders issued.</p> <p>Partial Shipments and partial payments are authorized under the IDIQ contract unless otherwise specified by the ordering contracting officer.</p> <p>(End of narrative B001)</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2502	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p> <p><u>CATALOG V - WARRANTY</u></p> <p>COMMODITY NAME: WARRANTY</p> <p>Warranty and Warranty variations in accordance with paragraph 4.6 of the SOW.</p> <p>Warranty Discount:</p> <p>Ordering Period: Date of Award + 5 years</p> <p>Warranty period shall commence upon receipt of the equipment at the final destination identified on the Delivery Order or 35 days after shipment from the contractor's facility, whichever is sooner.</p> <p>The basic warranty included in the purchase price shall be no less in length than the OEM Standard commercial warranty or one year which ever is greater.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p>			\$ _____	\$ _____
2601	<p><u>CATALOG VI - CABLES, CONNECTORS, & ACCESSORIES</u></p> <p>COMMODITY NAME: HARDWARE</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2602	<p>Includes Uninterruptible Power Supplies (UPS), power strips, line conditioners, various network cables (metallic and optical) to include, but not limited to: cable trays, various cable bends, connectors, and cable tray hangers.</p> <p>Equipment Discount:</p> <p>Ordering Period: Date of Award + 5 years</p> <p>Delivery locations will be identified in the individual delivery orders.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with the individual delivery orders issued.</p> <p>Partial Shipments and partial payments are authorized under the IDIQ contract unless specified by the ordering contracting officer.</p> <p>Delivery locations will be identified in the individual delivery orders.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with the individual delivery orders issued.</p> <p>Partial Shipments and partial payments are authorized under the IDIQ contract unless specified by the ordering contracting officer.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p> <p><u>CATALOG VI - WARRANTY</u></p> <p>COMMODITY NAME: WARRANTY</p> <p>Warranty and Warranty variations in accordance with paragraph 4.6 of the SOW.</p> <p>Warranty Discount:</p>			<p>\$ _____</p>	<p>\$ _____</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2701	<p>Ordering Period: Date of Award + 5 years</p> <p>Warranty period shall commence upon receipt of the equipment at the final destination identified on the Delivery Order or 35 days after shipment from the contractor's facility, whichever is sooner.</p> <p>The basic warranty included in the purchase price shall be no less in length than the OEM Standard commercial warranty or one year whichever is greater.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p> <p><u>CATALOG VII - VIDEO EQUIPMENT PRODUCTS</u></p> <p>COMMODITY NAME: HARDWARE</p> <p>Includes Video Teleconferencing Equipment (VTC), standalone displays (Plasma, LCD, LED, HDTVs) larger than 21 inches, smartboards, virtual reality systems and projectors to include ancillaries and warranty and warranty variations.</p> <p>Equipment Discount:</p> <p>Ordering Period: Date of Award + 5 years</p> <p>Delivery locations will be identified in the individual delivery orders.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with the individual delivery orders issued.</p> <p>Partial Shipments and partial payments are authorized under the IDIQ contract unless otherwise specified by the ordering contracting officer.</p> <p style="text-align: center;">(End of narrative B001)</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2702	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p> <p><u>CATALOG VII - WARRANTY</u></p> <p>COMMODITY NAME: WARRANTY</p> <p>Warranty and Warranty variations in accordance with paragraph 4.6 of the SOW.</p> <p>Warranty Discount:</p> <p>Ordering Period: Date of Award + 5 years</p> <p>Warranty period shall commence upon receipt of the equipment at the final destination identified on the Delivery Order or 35 days after shipment from the contractor's facility, whichever is sooner.</p> <p>The basic warranty included in the purchase price shall be no less in length than the OEM Standard commercial warranty or one year whichever is greater.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p>			\$ _____	\$ _____
2801	<p><u>NON-CATALOG ITEMS</u></p> <p>COMMODITY NAME: HARDWARE</p> <p>The Government reserves the right to add CLINS for individual items to the contract that currently are</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2802	<p>not catalog items. See paragraph 3.2 of the SOW. Delivery of products to both CONUS and OCONUS locations shall be in accordance with individual delivery orders issued.</p> <p>Ordering Period: Date of Award + 5 years</p> <p>Delivery locations will be identified in the individual Delivery Order.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with individual delivery orders issued.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p> <p><u>RELATED ITEMS & EQUIPMENT</u></p> <p>COMMODITY NAME: HARDWARE</p> <p>This CLIN may be used for New Technology, items that do not fit into the predefined Catalogs I through VII and for items required to complete an ITES-4H solution. Related items do not necessarily fit into Catalogs I through VII and shall be within the scope of the contract. This CLIN shall be provided in accordance with paragraph (b)(1) of the Pricing Terms.</p> <p>Ordering Period: Date of Award + 5 years</p> <p>Delivery locations will be identified in the individual Delivery Order.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with individual delivery orders issued.</p> <p>Partial Shipments and partial payments are authorized under the IDIQ contract unless otherwise specified by the ordering contracting officer.</p> <p>(End of narrative B001)</p>			<p>\$ _____</p>	<p>\$ _____</p>

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2803	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p> <p><u>RELATED SOFTWARE</u></p> <p>COMMODITY NAME: SOFTWARE</p> <p>This CLIN may be used for commercial Non-ESA software products or Non-SmartBuy software products required to complete an ITES-3H solution. Related software products must be within the scope of the contract. This CLIN shall be provided in accordance with paragraph (b)(1) of the Pricing Terms.</p> <p>Ordering Period: Ordering Period: Date of Award + 5 years</p> <p>Delivery locations will be identified in the individual Delivery Order.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with individual delivery orders issued.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p>			\$ _____	\$ _____
2804	<p><u>RELATED SERVICES</u></p> <p>COMMODITY NAME: SERVICES</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2805	<p>Related incidental services shall be directly related to the ITES-3H equipment requirement. These services include, but are not limited to the system configuration and integration, physical site analysis, installation and relocation, and high availability configuration. These services shall be provided in accordance with paragraph 3.4 of the SOW.</p> <p>Ordering Period: Date of Award + 5 years</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p> <p><u>OCONUS SHIPPING</u></p> <p>COMMODITY NAME: SHIPPING</p> <p>Shipping for deliveries to OCONUS locations in 35 calendar days in accordance with paragraph (b)(4) of the Pricing Terms.</p> <p>Ordering Period: Date of Award + 5 years</p> <p>Delivery locations will be identified in the individual Delivery Order.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p>			<p>\$ _____</p>	<p>\$ _____</p>
2806	<p><u>SHIPPING VARIATIONS</u></p>			<p>\$ _____</p>	<p>\$ _____</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2807	<p>COMMODITY NAME: SHIPPING</p> <p>Alternate or additional delivery schedules such as ship-in-place, expedited shipping, or shipping to APO addresses, shall be negotiated under individual delivery orders under this contract in accordance with paragraph (b)(5) of the Pricing Terms.</p> <p>Ordering Period: Date of Award + 5 years</p> <p>Delivery locations will be identified in the individual Delivery Order.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with individual delivery orders issued.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p> <p><u>DOD ENTERPRISE SOFTWARE INITIATIVE (ESI)</u></p> <p>COMMODITY NAME: SOFTWARE</p> <p>The contractor shall provide software from DoD ESI sources in accordance with paragraph (b)(1)(A) of the Pricing Terms.</p> <p>Ordering Period: Date of Award + 5 years</p> <p>Delivery locations will be identified in the individual Delivery Order.</p> <p>Delivery of products to both CONUS and OCONUS locations shall be in accordance with individual delivery orders issued.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>			<p>\$ _____</p>	<p>\$ _____</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2808	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p> <p><u>OTHER DIRECT EXPENSES</u></p> <p>COMMODITY NAME: EXPENSES</p> <p>Other direct expenses for items used in providing services, including travel, in accordance with paragraph (b)(3) of the Pricing Terms and as negotiated in individual delivery orders under this contract. Travel and per diem will be quoted on a firm fixed price and shall be in accordance with the current version of the Federal Travel Regulations (FTR)/Joint Travel Regulations (JTR) Price is TBD.</p> <p>Ordering Period: Date of Award + 5 years (End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p>			\$ _____	\$ _____
2809	<p><u>CONTRACTOR MANPOWER REPORTING (CMR)</u></p> <p>COMMODITY NAME: CMR</p> <p>This CLIN shall be included in every Army order as appropriate that contain services. This CLIN shall be used for the pricing of the collection and reporting of Contractor Manpower Reporting Data and may be priced on an individual order basis and shall be in accordance with the CMR clause contained in the contract.</p> <p>Ordering Period: Date of Award + 5 years</p>			\$ _____	\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2810	<p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p> <p><u>CONTRACT DATA REQUIREMENTS LIST (CDRL)</u></p> <p>COMMODITY NAME: CDRL</p> <p>See Attached Contract Data Requirements List (CDRL)(DD Form 1423) which sets forth reporting requirements under the contract. List of CDRL's are as follows:</p> <p>B001 - Equipment Failure Report</p> <p>B002 - Order Transaction Report</p> <p>B003 - Vendor Status Report</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p>			<p>\$ <u> ** NSP **</u></p>	<p>\$ <u> ** NSP **</u></p>

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Name of Offeror or Contractor:

INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
2	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

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Name of Offeror or Contractor:

DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.242-15	STOP-WORK ORDER	AUG/1989
2	52.247-34	F.O.B. DESTINATION	NOV/1991
3	252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION	MAR/2016

(a) Definitions. As used in this clause--

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html .

"DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

"Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Governments unit acquisition cost" means

(1) For fixed-price type line, subtitle, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subtitle, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459 .

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

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"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html .

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract Line,
Subline, or

Exhibit Line Item Number

Item Description

TBD AT THE INDIVIDUAL Del ORDER LEVEL

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract Line,
Subline, or

Exhibit Line Item Number

Item Description

TBD AT THE INDIVIDUAL DELIVERY ORDER LEVEL

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparable and DoD serially managed nonreparable as specified in Attachment Number TBD.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number TBD.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

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(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

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- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Governments unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/> .

(2) Embedded items shall be reported by one of the following methods--

- (i) Use of the embedded items capability in WAWF;

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(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/> ; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number -7-, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

4

252.211-7006

PASSIVE RADIO FREQUENCY IDENTIFICATION

DEC/2019

(a) Definitions. As used in this clause--

"Advance shipment notice" means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as passive radio frequency identification (RFID) or item unique identification (IUID) information, order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

"Bulk commodities" means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

"Case" means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

"Electronic Product Code\TM\ (EPC)" means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC\TM\ data consists of an EPC\TM\ (or EPC\TM\ identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC\TM\ tags. In addition to this standardized data, certain classes of EPC\TM\ tags will allow user-defined data. The EPC\TM\ Tag Data Standards will define the length and position of this data, without defining its content.

"EPCglobal" means a subscriber-driven organization comprised of industry leaders and organizations focused on creating global standards for the adoption of passive RFID technology.

"Exterior container" means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

"Palletized unit load" means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

"Passive RFID tag" means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response. The only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal\TM\ Class 1 Generation 2 standard.

"Radio frequency identification (RFID)" means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

"Shipping container" means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

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(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case- and palletized-unit-load packaging levels, for shipments of items that--

(i) Are in any of the following classes of supply, as defined in DoD Manual 4140.01, Volume 6, DoD Supply Chain Materiel Management Procedures: Materiel Returns, Retention, and Disposition:

(A) Subclass of Class I--Packaged operational rations.

(B) Class II--Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

(C) Class IIIP--Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV--Construction and barrier materials.

(E) Class VI--Personal demand items (non-military sales items).

(F) Subclass of Class VIII--Medical materials (excluding pharmaceuticals, biologicals, and reagents--suppliers should limit the mixing of excluded and non-excluded materials).

(G) Class IX--Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to one of the locations listed at https://www.acq.osd.mil/log/sci/RFID_ship-to-locations.html or to--

(A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to--

(B) The following location(s) deemed necessary by the requiring activity:

Contract line, subline, or exhibit line item number	Location name	City	State	DoDAAC
TBD	TBD	TBD	TBD	TBD

TO be determined at the delivery order level as needed.

(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

(i) Shipments of bulk commodities.

(ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall--

(1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags) and conforms to the requirements in paragraph (d) of this clause;

(2) Use passive tags that are readable; and

(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC\TM\ Tag Data Standards in effect at the time of contract award. The EPC\TM\ Tag Data Standards are available at http://www.gs1.org/epc-rfid .

(1) If the Contractor is an EPCglobal\TM\ subscriber and possesses a unique EPC\TM\ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC\TM\ Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located at http://www.acq.osd.mil/log/sci/ait.html . If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.

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(3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1) of this clause.

(e) Advance shipment notice. The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS 252.232-7003, Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/> .

(End of clause)

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CONTRACT ADMINISTRATION DATA

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	DEC/2018
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(a) Definitions. As used in this clause--

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov> ; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/> .

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items--

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

TBD

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

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(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some Combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in

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WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	TBD
Issue By DoDAAC	TBD
Admin DoDAAC	TBD
Inspect By DoDAAC	TBD
Ship To Code	TBD
Ship From Code	TBD
Mark For Code	TBD
Service Approver (DoDAAC)	TBD
Service Acceptor (DoDAAC)	TBD
Accept at Other DoDAAC	TBD
LPO DoDAAC	TBD
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	TBD

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

TBD

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

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CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.202-1	DEFINITIONS	JUN/2020
2	52.204-2	SECURITY REQUIREMENTS	MAR/2021
3	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
4	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT/2018
5	52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG/2020
6	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
7	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	OCT/2018
8	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
9	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUN/2020
10	52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	MAY/2020
11	52.223-16	ACQUISITION OF EPEAT[supreg]-REGISTERED PERSONAL COMPUTER PRODUCTS	OCT/2015
12	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
13	52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY/1999
14	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
15	52.242-13	BANKRUPTCY	JUL/1995
16	52.243-1	CHANGES--FIXED PRICE	AUG/1987
17	52.251-1	GOVERNMENT SUPPLY SOURCES	APR/2012
18	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
19	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
20	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
21	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
22	252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING	DEC/2019
23	252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES	JAN/2021
24	252.204-7020	NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS	NOV/2020
25	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
26	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAY/2019
27	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC	DEC/2017
28	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2017
29	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	DEC/2017
30	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	APR/2019
31	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
32	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	DEC/2018
33	252.232-7009	MANDATORY PAYMENT BY GOVERNMENTWIDE COMMERCIAL PURCHASE CARD	MAY/2018
34	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
35	252.232-7017	ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS--PROHIBITION ON FEES AND CONSIDERATION	APR/2020
36	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JAN/2021
37	252.246-7008	SOURCES OF ELECTRONIC PARTS	MAY/2018
38	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC	FEB/2019
39	252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	AUG/2012
40	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	JUL/2021

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

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(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Oct 1995)(41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved].

(6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jun 2020) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

(10) [Reserved]

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).

(ii) Alternate I (MAR 2020) of 52.219-3.

(12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (MAR 2020) of 52.219-4.

(13) [Reserved]

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

(ii) Alternate I (MAR 2020) of 52.219-6.

(iii) Alternate II (Nov 2011) of 52.219-6.

(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020)(15 U.S.C. 644).

(ii) Alternate I (MAR 2020) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

(17)(i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (Nov 2016) of 52.219-9.

(iii) Alternate II (Nov 2016) of 52.219-9.

(iv) Alternate III (Jun 2020) of 52.219-9.

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- (v) Alternate IV (Jun 2020) of 52.219-9.
- (18)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- (ii) Alternate I (Mar 2020) of 52.219-13.
- (19) 52.219-14, Limitations on Subcontracting (MAR 2020)(15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020)(15 U.S.C. 657 f)
- (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Nov 2020)(15 U.S.C. 632(a)(2)).
- (ii) Alternate I (MAY 2020) of 52.219-28.
- (23) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (15 U.S.C. 637(m)).
- (24) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (MAR 2020) (15 U.S.C. 637(m)).
- (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).
- (27) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- (28) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).
- (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (30)(i) 52.222-26, Equal Opportunity (Sep 2016)(E.O. 11246).
- (ii) Alternate I (Feb 1999) of 52.222-26.
- (31)(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020)(38 U.S.C. 4212).
- (ii) Alternate I (July 2014) of 52.222-35.
- (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020)(29 U.S.C. 793).
- (ii) Alternate I (July 2014) of 52.222-36.
- (33) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Jun 2020)(38 U.S.C. 4212).
- (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (35)(i) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).
- (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O.

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(40)(i) 52.223-13, Acquisition of EPEAT[supreg]-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Oct 2015) of 52.223-13.

(41)(i) 52.223-14, Acquisition of EPEAT[supreg]-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-14.

(42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).

(43)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-16.

(44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

(45) 52.223-20, Aerosols (June, 2016) (E.O. 13693).

(46) 52.223-21, Foams (June, 2016) (E.O. 13693).

(47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(ii) Alternate I (JAN 2017) of 52.224-3.

(48) 52.225-1, Buy American--Supplies (JAN 2021) (41 U.S.C. chapter 83).

(49)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (JAN 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (JAN 2021) of 52.225-3.

(iii) Alternate II (JAN 2021) of 52.225-3.

(iv) Alternate III (JAN 2021) of 52.225-3.

(50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007)(42 U.S.C. 5150).

(55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

(56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(57) 52.232-30, Installment Payments for Commercial Items (Jan 2017)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(58) 52.232-33, Payment by Electronic Funds Transfer -- System for Award Management (Oct 2018)(31 U.S.C. 3332).

(59) 52.232-34, Payment by Electronic Funds Transfer -- Other Than System for Award Management (Jul 2013)(31 U.S.C. 3332).

(60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(61) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

(62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).

(63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. 55305 and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

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___(iii) Alternate II (Feb 2006) of 52.247-64.

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

___ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

___ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

___ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020) (Executive Order 13658).

___ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractors directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier

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subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020)(38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020)(29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii)(A) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. 7104(g)).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. 7104(g)).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020) (Executive Order 13658).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

41

52.216-18

ORDERING

AUG/2020

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from TBD through TBD.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

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(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor;
or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

42

52.216-22

INDEFINITE QUANTITY

OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days from contract expiration

(End of Clause)

43

52.217-9

OPTION TO EXTEND THE TERM OF THE CONTRACT

MAR/2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days prior to the expiration of the contract provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 120 months from start of initial performance period under the contract.

(End of Clause)

44

52.219-14

LIMITATIONS ON SUBCONTRACTING (DEVIATION 2020-00008)

MAR/2020

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. "Similarly situated entity," as used in this clause, means a first-tier subcontractor, including an independent contractor, that--

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to--

(1) Contracts that have been set aside for small business concerns or 8(a) participants;

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"Similarly situated entity" means a first-tier subcontractor, including an independent contractor, that--

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (e) and (f) of this clause do not apply if the Offeror has waived the evaluation preference.

[] Offeror elects to waive the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, a HUBZone small business concern agrees that, in the case of a contract assigned a NAICS code for--

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the prime contractors 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. Other direct costs are excluded to the extent they are not the principal purpose of the contract and cannot be obtained from small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the prime contractors 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the prime contractors 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the prime contractors 75 percent subcontract amount that cannot be exceeded.

(f) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable requirements specified in paragraph (e) of this clause.

(g) Nonmanufacturer.

(1) Unless SBA has waived the requirements of paragraphs (g)(1)(i) through (iii) of this clause in accordance with 13 CFR 121.1204, a HUBZone small business concern that provides an end item it did not manufacture, process, or produce, shall--

(i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas;

(ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and

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(iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.

(2) For contracts or orders for multiple end items, at least 50 percent of the total value of the contract or order shall be manufactured, processed, or produced in the United States or its outlying areas by small business concerns.

(3) Paragraphs (g)(1) through (2) of this clause do not apply--

(i) To construction or service contracts; or

(ii) When the Offeror waives the evaluation preference.

(h) Notice. The HUBZone small business Offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone Offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

46

52.219-6

NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (DEVIATION 2020-00008)

NOV/2020

(a) Definition. Small business concern, as used in this clause--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(2) Affiliates, as used in paragraph (a)(1) of this clause, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) Applicability. This clause applies only to--

(1) Contracts that have been totally set aside for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) Agreement.

(1) For a contract or an order at or below the simplified acquisition threshold, a small business concern may provide the end item of any firm. For a contract or an order exceeding the simplified acquisition threshold, unless the Small Business Administration has waived the requirements of paragraphs (d)(1)(i) through (iii) of this clause in accordance with 13 CFR 121.1204, a small business concern that provides an end item it did not manufacture, process, or produce, shall--

(i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas;

(ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and

(iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.

(2) For contracts or orders for multiple end items, at least 50 percent of the total value of the contract or order shall be manufactured, processed, or produced in the United States or its outlying areas by small business concerns.

(3) Paragraphs (d)(1) through (2) of this clause do not apply to construction or service contracts.

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(End of clause)

47 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES NOV/2020

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DoD Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

48 252.225-7021 TRADE AGREEMENTS--BASIC (DEVIATION 2020-00019) JUL/2020

(a) Definitions. As used in this clause--

"Caribbean Basin country end product"--

(i) Means an article that--

(A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself; and

(ii) Excludes products, other than petroleum and any product derived from petroleum, that are not granted duty-free treatment under the Caribbean Basin Economic Recovery Act (19 U.S.C. 2703(b)). These exclusions presently consist of--

(A) Textiles, apparel articles, footwear, handbags, luggage, flat goods, work gloves, leather wearing apparel, and handloomed, handmade, or folklore articles that are not granted duty-free status in the Harmonized Tariff Schedule of the United States (HTSUS);

(B) Tuna, prepared or preserved in any manner in airtight containers; and

(C) Watches and watch parts (including cases, bracelets, and straps) of whatever type, including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the HTSUS column 2 rates of duty (HTSUS General Note 3(b)) apply.

"Commercially available off-the-shelf (COTS) item"--

(i) Means any item of supply (including construction material) that is--

(A) A commercial item (as defined in paragraph (1) of the definition of "commercial item" in section 2.101 of the Federal Acquisition Regulation);

(B) Sold in substantial quantities in the commercial marketplace; and

(C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(ii) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into an end product.

"Designated country" means--

(i) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland,

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Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as "the Separate Customs Territory of Taiwan, Penghu, Kinmen, and Matsu" (Chinese Taipei)), Ukraine, or the United Kingdom);

(ii) A Free Trade Agreement country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Panama, Peru, or Singapore);

(iii) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(iv) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

"Designated country end product" means a WTO GPA country end product, a Free Trade Agreement country end product, a least developed country end product, or a Caribbean Basin country end product.

"End product" means those articles, materials, and supplies to be acquired under this contract for public use.

"Free Trade Agreement country end product" means an article that--

(i) Is wholly the growth, product, or manufacture of a Free Trade Agreement country; or

(ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Free Trade Agreement country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

"Least developed country end product" means an article that--

(i) Is wholly the growth, product, or manufacture of a least developed country; or

(ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

"Nondesignated country end product" means any end product that is not a U.S.-made end product or a designated country end product.

"Qualifying country" means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia
Austria
Belgium
Canada
Czech Republic
Denmark
Egypt
Estonia
Finland
France
Germany
Greece
Israel
Italy
Japan

Name of Offeror or Contractor:

Latvia
Luxembourg
Netherlands
Norway
Poland
Portugal
Slovenia
Spain
Sweden
Switzerland
Turkey
United Kingdom of Great Britain and Northern Ireland.

"Qualifying country end product" means--

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if--

(A) The cost of the following types of components exceeds 50 percent of the cost of all its components:

(1) Components mined, produced, or manufactured in a qualifying country.

(2) Components mined, produced, or manufactured in the United States.

(3) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) The end product is a COTS item.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-made end product" means an article that--

(i) Is mined, produced, or manufactured in the United States; or

(ii) Is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

"WTO GPA country end product" means an article that--

(i) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

(b) Unless otherwise specified, this clause applies to all items in the Schedule.

(c) The Contractor shall deliver under this contract only U.S.-made, qualifying country, or designated country end products unless--

(1) In its offer, the Contractor specified delivery of other nondesignated country end products in the Trade Agreements Certificate provision of the solicitation; and

(2)(i) Offers of U.S.-made, qualifying country, or designated country end products from responsive, responsible offerors are either not received or are insufficient to fill the Governments requirements; or

(ii) A national interest waiver has been granted.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(e) The HTSUS is available on the Internet at <http://www.usitc.gov/tata/hts/bychapter/index.htm> . The following sections of the HTSUS provide information regarding duty-free status of articles specified in the definition of "Caribbean Basic country end product" within

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paragraph (a) of this clause:

- (1) General Note 3(c), Products Eligible for Special Tariff Treatment.
- (2) General Note 17, Products of Countries Designated as Beneficiary Countries Under the United StatesCaribbean Basin Trade Partnership Act of 2000.
- (3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b).
- (4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits Under the United StatesCaribbean Basin Trade Partnership Act.

(End of clause)

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Attachment 0001	STATEMENT OF WORK WITH APPENDIX A-B	07-JUN-2021	045	
Attachment 0002	EQUIPMENT LIST	22-MAR-2021	054	
Attachment 0003	PERFORMANCE REQUIREMENTS SUMMARY	22-MAR-2021	004	
Attachment 0004	PRICE MODEL BASE PERIOD - 5 YEARS	04-MAY-2021	024	
Attachment 0005	PRICE MODEL OPTON PERIOD - 5 YEARS	04-MAY-2021	024	
Attachment 0006	SMALL BUSINESS PARTICIPATION ATTACHMENT	22-MAR-2021	002	
Attachment 0007	PAST PERFORMANCE QUESTIONNAIRE	22-MAR-2021	005	
Attachment 0008	STANDARDS AND POLICIES	22-MAR-2021	006	
Attachment 0009	EVAULATION OF CONTRACTOR PERFORMANCE FORM	22-MAR-2021	004	
Attachment 0010	CONTRACT DATA REQUIREMENTS LIST EQUIPMENT FAILURE REPORT	22-MAR-2021	001	
Attachment 0011	CONTRACT DATA REQUIREMENTS LIST ORDER TRANSACTION REPORT	22-MAR-2021	001	
Attachment 0012	CONTRACT DATA REQUIREMENTS LIST VENDOR STATUES REPORT	22-MAR-2021	001	
Attachment 0013	ITES-4H PAST PERFORMANCE QUESTIONNAIRE POINT OF CONTACT LIST	02-JUL-2021	001	
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MOD/AMD

Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	252.219-7000	ADVANCING SMALL BUSINESS GROWTH	SEP/2016
2	52.204-24	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	OCT/2020

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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) Representations. 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--

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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)

3 52.212-3 OFFERORS REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (FEB OCT/2014
2021) --ALTERNATE I (OCT 2014)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov> . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) Definitions. As used in this provision--

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"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.

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation" means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except--

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Reasonable inquiry" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or

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are expressly exempted under Federal law from the requirement to be conducted under such authorization;

- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"--

- (1) Means a small business concern--
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern"--

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.
- (2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

NOTE to paragraph (a): By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: "Administrative merits determination", "Arbitral award or decision", paragraph (2) of "Civil judgment", "DOL Guidance", "Enforcement agency", "Labor compliance agreement", "Labor laws", and "Labor law decision". The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(b)(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. [Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it
___ is,
___ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it
___ is,
___ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it
___ is,
___ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph

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(c)(1) of this provision.] The offeror represents that it

___ is,

___ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it

___ is,

___ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It ___ is, ___ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:]

Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It ___ is, ___ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is, ___ is not a joint venture that omplies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:]

Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it ___ is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ___ is, ___ not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture.

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[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It ___ has, ___ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ___ has, ___ has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror 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 his or her behalf in connection with the award of any resultant contract.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy AmericanSupplies, is included in this solicitation.)

(1)(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line item No. Country of origin

[List as necessary]

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(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy AmericanFree Trade AgreementsIsraeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy AmericanFree Trade AgreementsIsraeli Trade Act, is included in this solicitation.)

(i)(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy AmericanFree Trade AgreementsIsraeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy AmericanFree Trade AgreementsIsraeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line item No. Country of origin

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy AmericanFree Trade AgreementsIsraeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line item No. Country of origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled Buy American--Free Trade Agreements--Israeli Trade Act:

Canadian End Products:

Line item No.:

[List as necessary]

(3) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American--Free Trade Agreements--Israeli Trade Act'':

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Canadian or Israeli End Products:

Line item No. Country of origin

[List as necessary]

(4) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American--Free Trade Agreements--Israeli Trade Act``:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line item No. Country of origin

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled Trade Agreements.

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line item No. Country of origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ___ Are, ___ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ___ Have, ___ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ___ Are, ___ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of

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any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ___ Have, ___ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed end product	Listed countries of origin
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(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly

(1) [] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) [] Outside the United States.

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(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does does not certify that

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

* TIN: _____.

* TIN has been applied for.

* TIN is not required because:

* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

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- * Offeror is an agency or instrumentality of a foreign government;
- * Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- * Sole proprietorship;
- * Partnership;
- * Corporate entity (not tax-exempt);
- * Corporate entity (tax-exempt);
- * Government entity (Federal, State, or local);
- * Foreign government;
- * International organization per 26 CFR 1.6049-4;
- * Other _____.

(5) Common parent.

- * Offeror is not owned or controlled by a common parent;
- * Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that--

- (i) It [___] is, [___] is not an inverted domestic corporation; and
- (ii) It [___] is, [___] is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror--

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> .)

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(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if--

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it [] has or [] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: _____

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:

[] Yes or [] No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____

Highest-level owner legal name: _____

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that--

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [] is or [] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that

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held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark "Unknown").

Predecessor legal name: _____.

(Do not use a "doing business as" name).

(s) [Reserved.]

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services--Representation. Section 889(a)(1)(A) and section 889(a)(1)(B) of Public Law 115-232.

(1) 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".

(2) The Offeror represents that--

(i) 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.

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(ii) After conducting a reasonable inquiry for purposes of this representation, that it [] does, [] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

4 252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS MAY/2021
EQUIPMENT OR SERVICES--REPRESENTATION

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it "does not provide covered defense 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."

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it "does" provide covered defense 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, then the Offeror shall complete the following additional representation:

The Offeror represents that it [] will [] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

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

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

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

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

5 252.225-7050 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A COUNTRY JUN/2021
THAT IS A STATE SPONSOR OF TERRORISM (DEVIATION 2021-00006)

(a) Definitions. As used in this provision--

"Government of a country that is a state sponsor of terrorism" includes the state and the government of a country that is a state sponsor of terrorism, as well as any political subdivision, agency, or instrumentality thereof.

"Significant interest" means--

Name of Offeror or Contractor:

(i) Ownership of or beneficial interest in 5 percent or more of the firms or subsidiaries securities. Beneficial interest includes holding 5 percent or more of any class of the firms securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

"State sponsor of terrorism" means a country determined by the Secretary of State, under section 1754(c)(1)(A)(i) of the Export Control Reform Act of 2018 (Title XVII, Subtitle B, of the National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, state sponsors of terrorism include: Iran, North Korea, and Syria.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, unless a waiver is granted by the Secretary of Defense, no contract may be awarded to a firm if the government of a country that is a state sponsor of terrorism owns or controls a significant interest in--

(1) The firm;

(2) A subsidiary of the firm; or

(3) Any other firm that owns or controls the firm.

(c) Representation. Unless the Offeror submits with its offer the disclosure required in paragraph (d) of this provision, the Offeror represents, by submission of its offer, that the government of a country that is a state sponsor of terrorism does not own or control a significant interest in--

(1) The Offeror;

(2) A subsidiary of the Offeror; or

(3) Any other firm that owns or controls the Offeror.

(d) Disclosure.

(1) The Offeror shall disclose in an attachment to its offer if the government of a country that is a state sponsor of terrorism owns or controls a significant interest in the Offeror; a subsidiary of the Offeror; or any other firm that owns or controls the Offeror.

(2) The disclosure shall include--

(i) Identification of each government holding a significant interest; and

(ii) A description of the significant interest held by each government.

(End of provision)

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252.225-7974

REPRESENTATION REGARDING PERSONS THAT HAVE BUSINESS OPERATIONS WITH
THE MADURO REGIME (DEVIATION 2020-00005)

FEB/2020

(a) Definitions. As used in this provision--

"Agency or instrumentality of the government of Venezuela" means an agency or instrumentality of a foreign state as defined in section 28 U.S.C. 1603(b), with each reference in such section to "a foreign state" deemed to be a reference to "Venezuela."

"Business operations" means engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

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"Government of Venezuela" means the government of any political subdivision of Venezuela, and any agency or instrumentality of the government of Venezuela.

"Person" means--

(1) A natural person, corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group;

(2) Any governmental entity or instrumentality of a government, including a multilateral development institution (as defined in section 1701(c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3)); and

(3) Any successor, subunit, parent entity, or subsidiary of, or any entity under common ownership or control with, any entity described in paragraphs (1) or (2) of this definition.

(b) Prohibition. In accordance with section 890 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), contracting officers are prohibited from entering into a contract for the procurement of products or services with any person that has business operations with an authority of the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(c) Representation. By submission of its offer, the Offeror represents that the Offeror--

(1) Does not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government; or

(2) Has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(End of provision)

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INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT/2018
2	52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG/2020
3	52.212-1	INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS	JUL/2021
4	52.219-31	NOTICE OF SMALL BUSINESS RESERVE	MAR/2020
5	252.204-7019	NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS	NOV/2020
6	252.215-7010	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--BASIC	JUL/2019
7	52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) -- ALTERNATE I (OCT 2010)	OCT/2010

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offerors determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in the following format: Content determined by vendor

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

8	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of Provision)

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9 52.233-2 SERVICE OF PROTEST SEP/2006

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Army Contracting Command-Rock Island
3055 Rodman Avenue
Attn: Natan E. Acree, Jr.
Rock Island, IL 61299-8000

Email: nathan.e.acree.civ@mail.mil

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

10 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

For FAR clauses: <https://www.acquisition.gov/>

For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of provision)

SECTION II

The following Instructions are an addendum to FAR 52.212-1, Instructions to Offerors-Commercial Items.

INSTRUCTIONS to Offerors

A. PROPOSAL SUBMISSION

1. OVERVIEW

The Army is conducting the ITES-4H competition in order to enter into contracts to acquire the information technology required to meet the Army's information technology mission.

The U.S. Army Computer Hardware, Enterprise Software and Solutions (CHES) in coordination with the Army Contracting Command Rock Island (ACC-RI), requires contracts to support the Army's requirements, within the Continental United States (CONUS) and Outside the Continental United States (OCONUS) to include remote OCONUS covering a full range of Information Technology (IT) equipment for client, server, storage, and network environments; for related incidental services and software; for maintenance/warranty of legacy IT equipment; and for warranty variations as part of an Information Technology Enterprise Solutions - 4 Hardware the Offerors are cautioned that the system generated emails referred to above are intended for administrative purposes only. Receipt of these emails does not constitute the commencement of any type of exchange with the offeror in accordance with FAR 15.306(a), (b), or (d) (i.e., clarifications, communications, or discussions). In addition, receipt of these emails does not signify that a competitive range determination in accordance with FAR 15.306(c) has been made or that the offeror's proposal will be included in the competitive range when that determination is made. All notifications that any type of exchange with the offeror's has commenced and the offeror's ENs are available to respond to, or any notification that the offeror's proposal has been included or excluded from the competitive range, will be sent to the offeror by the contracting officer independently of the ASSSIT2Industry. accordance with the definition of commercial items in FAR 2.101.

2. PROPOSAL SUBMISSION REQUIREMENTS

a. Each offeror shall submit only one proposal that addresses all Government requirements outlined in the solicitation.

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b. One complete copy of all proposal volumes shall be sent electronically, via DoD SAFE site at <https://safe.apps.mil/>
Additional information about DoD SAFE can be found at <https://safe.apps.mil/about.php>

If an Offeror has issues with electronic proposal submission via DoD SAFE, please contact Terry Kraker at terry.c.kraker.civ@mail.mil or contract Nathan Acree at nathan.e.acree.civ@mail.mil.

A complete proposal MUST be received no later than the date and time specified in the solicitation. Receipt means actual submission into DoD SAFE. Offerors are responsible to verify that their electronic proposal submission has been received. Therefore, offerors must request acknowledgment to verify that their proposal was received via email or phone to Terry Kraker at terry.c.kraker.civ@mail.mil (Contract Specialist) and Nathan Acree Jr. at nathan.e.acree.civ@mail.mil (Procuring Contracting Officer). This must be done by the date/time set in the solicitation for receipt of offers.

Please note that self-extracting .exe and .zip files will not be accepted.

Late submission. Any offer, modification, revision or withdrawal of an offer received at the Government office designated above after the exact time specified for receipt of offers is late and will not be considered.

c. Should an amendment be issued against the solicitation, the offeror shall acknowledge receipt of the amendment by signing the Standard Form (SF) 30 entitled Amendment of Solicitation/Modification of Contract and include it in the proposal submission. IAW FAR 52.215-1(b) acknowledgement of solicitation amendments issued after the proposal due date, shall be submitted via email to Terry Kraker at terry.c.kraker@mail.mil, and Nathan Acree Jr. at nathan.e.acree@mail.mil no later than date and time identified in the Amendment.

d. Each paragraph should be single spaced, and shall be separated by at least one blank line. A standard, 12-point minimum font size applies. Arial or Times New Roman fonts are required. Tables and illustrations may use a reduced font size no less than 8-point and may be produced in landscape mode.

e. The following volumes of material shall be submitted:

Volume	Title	Copies	Maximum Pages
I	Technical Factor	25	
II	Price		No page limit
III	Past Performance	25	
IV	Small Business Participation		No page limit
V	Solicitation, Offer and Award Documents, and Certifications / Representations		No page limit

NOTE: Pages that exceed the required page limitations will not be evaluated. Additional pages over the maximum allowed will be removed or not read and will not be evaluated by the Government. I.E. If Volume I contains 30 pages, the Government will not evaluate pages 26-30.

Page limitations for Volume I are based on the document being opened in print layout view in the applicable MS WORD 2013 or newer program.

3. PROPOSAL FILES

a. Format. The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. A Table of Contents should be created using the Table of Content feature in MS Word 2013 or newer. MS Word (doc) files shall use the following page setup parameters:

Margins Top, Bottom, Left, Right 1
Gutter 0
From Edge Header, Footer 0.5
Page Size, Width 8.5
Page Size, Height 11

The following additional restrictions apply:

b. File Packaging. All of the proposal files shall be separate uploads in their native format, i.e. doc, xls, ppt, etc. Files may be in Portable Document Format (PDF). All price breakdown information to aid in the price evaluation shall be submitted in Microsoft Office Excel Read/Write format and viewable in Microsoft Excel 2007 or newer. **Please note Self extracting exe files are not acceptable.

c. Content Requirement. All information shall be confined to the appropriate file. The offeror shall confine submissions to essential

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matters, sufficient to define the proposal in a concise manner, to permit a complete and accurate evaluation of each proposal. Each file of the proposal shall consist of a Table of Contents, Summary Section, and the Narrative discussion. The Summary Section shall contain a brief abstract of the file. Proprietary information shall be clearly marked. The following shall be included in the Narrative discussion:

(i) VOLUME I Technical Factor. The volume shall be organized into the following sections:

(1) Section 1 Subfactor 1. Compliant IT Equipment This subfactor evaluates the offerors ability to offer products within all catalogs as required. The offeror will provide information to substantiate the following:

a. KEY POINT #1 Identification of equipment catalogs that are affected by the DoDIN APL, US EPA Energy Star, and EPEAT.

The offeror shall self-certify catalog major end items are currently registered on the Department of Defense Information Network (DoDIN) Approved Products List (APL). This supports compliance with Army Regulation (AR) 25-1, paragraph 417 - Maintaining the Armys Hardware and Software Baseline". Organizations must use only authorized products listed on the UC Approved Products List at <https://aplits.disa.mil/>

The offeror shall self-certify catalog major end items not on the DoDIN APL are currently certified and registered with United States Environmental Protection Agency Energy Star program and Electronics Product Environmental Assessment Tool (EPEAT) registration. Products must be on the EPEAT registry with United States registration at tiers of Bronze, Silver, or Gold. This supports the original Executive Order 13423, Requires Federal Government to Buy EPEAT registered products. 24 January 2007, through to the current Executive Order (EO) 13834: Efficient Federal Operations, 17 May 2018.

Information on US EPA at:
<https://www.energystar.gov/>

Information on Green Electronics Council EPEAT at:
<https://epeat.net/>

Catalogs not compliant will be identified and annotated as evidence impacting offerors technical factor ratings.

b. KEY POINT #2 Suitability of timeline, catalog refresh rate, and resources needed to maintain a listing of DoDIN compliant product solutions.

c. KEY POINT #3 Understanding of the burden DoDIN technical migrations will have over the contract life and how its impact to the Government will be minimized.

(2) Section 2 Subfactor 2. This subfactor evaluates the offerors Quality Programs. The offeror will provide information to substantiate the following:

a. KEY POINT #1 The commercial quality certifications, standards, or processes (e.g., International Organization for Standardization (ISO), Capability Maturity Model Integration (CMMI), Open Trusted Technology Provider Standard (O-TTPS), National Institute of Standards and Technologies (NIST)) that an offeror, its teaming partners, and its proposed manufacturers follow, hold, or uphold to meet contract requirements.

b. KEY Point # 2 Describe your methodology to maintain current commercial quality certifications or processes, take corrective actions, mitigate any risks and implement and update quality processes over the life of the contract.

c. KEY POINT #3 Supply Chain Risk Management (SCRM) plan to include relevant SCRM related certifications, along with how the certifications will reduce and mitigate supply chain risk. The supply chain spans from the lowest sub-component producer or manufacturer to the delivery point of the offeror.

(ii) VOLUME II Price. The volume shall be organized into the following sections:

(1) Electronic Copy. Price submission requirements: Files contained in the Volume II Price submission may not be password protected. Electronic links are not permissible. The offeror shall not include pivot tables in Excel spreadsheets. The shall complete the Price Model.

(2) Compliance. Failure to comply with the solicitation requirements for Price information may result in an adverse assessment of an offerors proposal and reduce or eliminate its chance of being selected for award. Offerors shall ensure that the information presented in this volume is consistent and correlates with the information contained in the other proposal volumes. Also, the offeror shall ensure that the information submitted in this volume is consistent with and fully supports the amounts set forth in the SF1149 and continuation sheets.

(3) General Instructions. In accordance with Federal Acquisition Regulation (FAR) 15.402 and 15.403-1, certified cost or pricing data is not required based on the fact that adequate competition is expected for this procurement. Information other than certified cost or

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pricing data may be provided in contractor format providing that sufficient information is made available. If after receipt of proposals the Contracting Officer determines that there is insufficient information available to determine price reasonableness the offeror may be required to submit other than certified cost/or pricing data. There are no page limitations for this volume. Proposal information included in this volume which is not directly related to Price will be disregarded.

(4) Price Model. The Government-provided Price Model (Attachments 0004 and 0005) was developed with MS Office Excel 2013. This Price Model spreadsheet shall be populated in accordance with these instructions and returned as part of each offerors proposal.

Instructions for the Price Model

- a. A price must be proposed for every item in each catalog identified in the Price Model. Proposed prices shall be for new items/equipment only.
 - b. DO NOT alter any part of the Price Model other than the cells shaded in yellow.
 - c. Do not enter any formulas into the Price model.
 - d. Offerors shall completely fill out the Price Model included with the solicitation. Failure to provide prices for all items and catalogs identified in the Price Model of the solicitation will render the offeror ineligible for award. Further, all proposed prices shall be stated in U.S. Dollars, rounded and displayed to two decimal places. Offerors shall input zeros in rows/columns that will not be used in the proposal. It will be assumed that rows/columns containing zeros instead of prices were input intentionally, and therefore, will not be reviewed by the Government.
 - e. Pricing for catalog items, as discounted, shall not exceed the offerors lowest available GSA Federal Supply Schedule price, other Government contract vehicle price, commercial catalog, or publically published price list. The contractor must provide all documentation necessary(to be submitted with thier proposal) for the Government to verify that the proposed catalog item prices are the lowest available unit price.
 - f. The Government anticipates receiving competitive proposals and using competition to determine price reasonableness. The Government reserves the right to request other than certified cost or pricing data to establish the reasonableness of the proposed contract and/or subcontract prices after receipt of proposals. The items in the Price Model are representative of the items required to be provided. The offeror is required to provide all of the items for each equipment category identified in the SOW (Attachment 0001) over the life of the contract. ITES Catalogs shall be offered for each ITES-4H category listed in the SOW (of this document.) Multiple OEMs may be provided within each catalog. Only one price model shall be submitted in Volume II-Price. Catalogs produced expressly for this contract are not acceptable. The ITES catalogs shall be based on GSA Schedule or other Government contract vehicles, such as NASA SEWP IV, NIH, etc., commercial catalogs, etc. The offeror shall identify catalog(s) for each equipment category by unique name/publication number or similar unique identifier. After award, the catalogs shall be made available in accordance with the SOW. Within each equipment category, the offeror shall be obligated to provide items from the proposed catalog(s) and all subsequent publications of that catalog (descendants or logical derivatives). Each catalog shall be offered at a flat discount rate and shall not exceed the offerors lowest available GSA Federal Supply Schedule price, other Government contract vehicle price, commercial catalog, or publically published price list. When applying discounts, one discount will be applied to each equipment catalog and a separate discount will be applied to the warranty variations within the catalogs. A different discount rate may be applied for each catalog. The discounts for each proposed catalog shall apply for the entire life of the contract, including the option period. The required pricing strategy for equipment includes the use of a flat discount rate to be proposed for the life of the contract. The offeror shall propose its discount rate in the space provided in the Price Model. Discounts shall be offered and applied against the prices published in the offerors GSA Federal Supply Schedules, other Government contract vehicle price, commercial catalog, or publically published price list. The items in the Price Model refer to the items and their detailed specifications in the Equipment List (Attachment 0002). The pricing proposed in the Price Model (Attachments 0004-0005) shall be for the same products and configurations proposed in the Equipment List (Attachment 0002).
- (5) Equipment List. The Equipment List identifies the minimum requirements desired by the Government. The offeror shall complete the Equipment List at Attachment 0002 by providing, in the proposed configuration column, their proposed item to the minimum requirements. The offeror shall complete the catalog column as appropriate. The offeror must meet the minimum requirement for every product in every catalog on the Equipment List. For example, the minimum processor types are defined for Catalogs I and II. Offerors may propose a different based processor if the offeror provides proof that the processor meets or exceeds the minimal architecture of the processor listed in the Equipment List. The offeror shall provide, in the proposed configuration column, their proposed item to the minimum requirements. The offeror shall also complete the Catalog Identification column. The burden of proof that the proposed item meets or exceeds the minimum requirements remains with the offeror. The Government may request additional supporting documentation to determine if the proposed equipment meets or exceeds the minimum requirements. The items in the Price Model refer to the items and their detailed specifications are in the Equipment List (Attachment 0002). The pricing proposed in the Price Model (Attachments 0004 and 0005) shall be for the same products and configurations proposed in the Equipment List (Attachment 0002).

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Instructions for the Equipment List

The Equipment List will be reviewed for completeness in providing all catalog items that meet the Governments minimum requirements outlined in the equipment list. For an offeror to receive an Acceptable, the offerors proposal must include, in the Equipment List (Attachment 0002):

- a. Include a proposed configuration for each and every System Description identified on each Catalog (Catalog I through Catalog VII) ; and
- b. Meet or exceed, by the Governments determination, every Minimum Requirement next to each System Description in the offerors proposed configuration; and
- c. Identify each Description (brand/model) within the offerors proposed configuration for each and every System Description; and
- d. Provide each Catalog Identification per each Description (brand/model) and every Platform addition.

(iii) VOLUME III Past Performance. Contract References: The offeror may submit with its initial proposal up to five (5) contract or project references for itself. All project and/or contract reference(s) shall represent recent and relevant performance as a prime and/or first-tier subcontractor under Government contracts (i.e. Department of Defense: Army, Navy, Air Force, Marine Corps, Defense Logistics Agency (DLA) etc.; Department of Homeland Security, Department of State, etc.) If the offeror has no Government Agency contracts, commercial references may be submitted. Relevant efforts are defined as services/efforts that are the same or similar in complexity as described in the requirements of the SOW. This volume shall be organized into the following sections:

(1) Past Performance Questionnaire (Attachment 0007). For all contracts identified in Section II, Contractors Performance Information, a Past Performance Questionnaire must be completed and submitted. The offeror shall complete Section II of the Past Performance Questionnaire and e-mail the questionnaire to both the ITES-4H Government Contract Specialist and the POC who will be completing the questionnaire. The POCs shall be instructed to electronically complete Sections III and IV of the questionnaire and e-mail the entire questionnaire to the Contracting Office no later than the proposal due date, to Terry Kraker at terry.c.kraker.civ@mail.mil. The offeror shall e-mail to the Contracting Office a list of all the POCs who were sent a questionnaire. The contractor must submit this list with the submission of the proposal. The POC List shall be completed and submitted in accordance with Attachment 0013 - ITES-4H Past Performance Questionnaire Point of Contact List.

(2) Adverse Contract Performance: In addition to the project and/or contract references, the offeror shall identify every recent and relevant Government contract(s) it was awarded that encountered any performance problems, to include those related to deliverables; services, security violations (i.e. data, physical, virtual, etc.); Environmental Protection Agency (EPA) violations; and every contract that was terminated (termination for default or termination for cause only), in whole or in part within the past three (3) years of issuance of this solicitation. No commercial contracts will be considered under adverse performance. If there are no contracts that meet the description above, the offeror shall state as such and include a statement in the Volume II proposal. The number of contract references provided in response to this paragraph is unlimited. Submission of adverse past performance information will not count against the page limit for past performance.

For any contract falling under the Adverse Contract Performance description above, provide all of the information listed as follows:

Contract number and Order number;
Define the performance problem and/or Type of Termination or Breach;
Describe the performance problem that caused the adverse action, termination, and/or breach;
Describe the corrective actions taken to resolve issues; and provide date(s) of issue/resolution;
Provide a copy of any Letter of Concern, cure notice, or show cause letters received;
Identify reasons for any Terminations for Default or Terminations for Cause;
Describe in detail any performance problems that include internal/external customer complaints and/or Contract Deficiency Reports (CDRs); EPA violations
Provide points of contact who can confirm the success of the corrective measures to include email address and a valid telephone number.

The Government reserves the right to use data provided in the offeror's proposal and data obtained from other sources. To ensure inclusion of all references in the evaluation process, the offeror is encouraged to provide the Government with the most current data on each reference.

Offerors shall not provide references on classified contracts or contracts to foreign entities.

(3) Submissions. Offerors are discouraged from providing points of contact with another contractors facility, i.e., in case an offeror (or one of his/her team members) is in a subcontract with another contractor who has submitted a proposal on the same requirement. Offerors shall provide and submit the prime contract number and all Governmental agency POCs in lieu of subcontract numbers or prime contract POCs in situations as described above.

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(iv) VOLUME IV Small Business Participation. The Other Than Small Business offerors shall demonstrate small business participation by detailing its proposed approach to meet the requirements under this factor by addressing the following two areas in its Small Business Participation proposal:

(1) Proposed Small Business Participation Plan in performance of the potential contract (applies only to Other Than Small Businesses).

a. Commitment to Small Business

i. Payment Procedures

ii. Compliance with Small Business Subcontracting Plans

(2) Proposed Small Business Participation Plan

a. The offerors shall complete the Small Business Participation Plan Attachment 0006 to show maximum practicable opportunities for small businesses to compete on this requirement in accordance with FAR 52.219-8, Utilization of Small Business Concerns.

(3) Commitment to Small Business

a. The offeror shall include a written statement of its established procedures to ensure timely payments to small business subcontractors in accordance with FAR 52.219-8, Utilization of Small Business Concerns (for those contracts under which it was required within the past three years from the closing date of this solicitation). If not required in any recent contracts, the offeror shall so state.

b. Note: For Other than Small Businesses ONLY. Offerors must comply with the terms and conditions of FAR 52.219-9, Small Business Subcontracting Plan (if required on recent contracts). The Other than Small Business offeror shall provide three Individual Subcontracting Reports (ISRs) for recent contracts (performed within the past three years from the closing date of this solicitation) that included a subcontracting plan. Offerors using Commercial Subcontracting Plans shall provide three Summary Subcontract Reports (SSRs) and the associated Commercial Subcontracting Plan for each SSR. If the offeror has less than three recent contracts, the offeror shall provide the most recent ISR (or SSR for Commercial Subcontracting Plans) for each contract it has, and state that the offeror does not have three recent contracts.

Caution: SSRs based on Individual Subcontracting Plans will not be accepted. If Small Business Subcontracting Plans were not required in any recent contracts, the offeror shall so state.

CERTIFICATIONS/REPRESENTATIONS

Certifications and Representations Each offeror shall complete (fill-in and signatures) the solicitation sections indicated below using the file (without modification to the file) provided with the solicitation. An authorized official of the firm shall sign the SF 1449 and all certifications requiring original signature. An Acrobat PDF file shall be created to capture the signatures for submission.

Standard Form 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM

Contract Administration Data

Representations, Certification and Other Statements of offerors

Note: Offerors can assert that the Representations, Certification and Other Statements of offerors are completed and available at <https://sam.gov>

Solicitations, Offer and Award Documents and Certifications/Representations shall not be addressed separately from that submitted in VOLUME V SOLICITATIONS, OFFER AND AWARD DOCUMENTS AND CERTIFICATIONS /REPRESENTATIONS.

4. Discussions

a. After receipt of proposals, the Government will conduct an evaluation. During the conduct of this acquisition, the Acquisition Source Selection Interactive Support Tool (ASSIST) will be used by the Government to support the proposal evaluation and source selection process. A separate tool, the ASSIST2Industry, will be used in conjunction with ASSIST to accomplish all exchanges with offerors after receipt of proposals pursuant to Federal Acquisition Regulation (FAR) 15.306.

b. ASSIST2Industry provides the ability for the Government to issue, and the offerors to receive and respond to, all Evaluation Notices (ENs) in a secure online environment. In order to initiate the use of the ASSIST2Industry, the Government requires the names, company titles, telephone numbers, and email addresses of two individuals that the offeror has designated as responsible for ensuring receiving and responding to Government ENs through ASSIST2Industry. The designation of two individuals is for the purpose of insuring availability

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of one individual if the other Individual is not available. The required information regarding these two individuals must be submitted with the offerors proposal and included in the cover letter.

c. ASSIST will allow offeror(s) to receive and respond to ENs securely on- line. ENs may be in the form of weaknesses, significant weaknesses, uncertainties, or deficiencies as defined below:

- Deficiency: A deficiency is a material failure of the proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

- Significant Weakness: A significant weakness is a flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.

- Weakness: A weakness is a flaw in the proposal that increases the risk of unsuccessful performance.

- Uncertainty: Any aspect of a non-cost/price factor proposal for which the intent of the offeror is unclear (e.g., more than one way to interpret the offer or inconsistencies in the proposal indicating that there may have been an error, omission or mistake).

- Communications: Communications are exchanges, between the Government and offerors, after receipt of proposals, leading to establishment of the competitive range.

- Clarifications: Clarifications are limited exchanges between the Government and the offerors that may occur when award without discussions is contemplated.

- Strength: is an aspect of an offerors proposal that has merit or exceeds specified performance of capability requirements in a way that will be advantageous to the government during contract performance.

- Significant Strength: An aspect of an offerors proposal that has appreciable merit or appreciably exceeds specified performance or capability requirements in a way that will be appreciably advantageous to the Government during contract performance.

d. After the solicitations closing date, the Government will establish an account in ASSIST2Industry for each individual identified by the offeror that has submitted a proposal in response to this solicitation. The individuals named by the offeror will be authorized access to that account. Two separate system generated emails will be sent to each individual. One of the emails will contain the individuals ASSIST2Industry username. The other email will contain the individuals temporary password. Using the provided username and temporary password, each individual can then go to <https://ASSIST2Industry.army.mil> to access the account.

NOTE: The first time a user logs in, the user will be required to change the temporary password before the user can proceed to use the site.

e. Whenever the Government issues ENs to the offeror through ASSIST2Industry, the Governments Contracting Officer will notify the offeror through a medium independent of ASSIST2Industry (e.g., e-mail) that the offeror has ENs in ASSIST2Industry waiting for a response. There will be no ENs in ASSIST2Industry until such notice is issued by the Contracting Officer. Offerors can contact the ASSIST2Industry helpdesk at (609) 562-7050 or (609) 562-7031 for any technical assistance that may be needed.

f. Caution: The Offerors are cautioned that the system generated emails referred to above are intended for administrative purposes only. Receipt of these emails does not constitute the commencement of any type of exchange with the offeror in accordance with FAR 15.306(a), (b), or (d) (i.e., clarifications, communications, or discussions). In addition, receipt of these emails does not signify that a competitive range determination in accordance with FAR 15.306(c) has been made or that the offerors proposal will be included in the competitive range when that determination is made. Offerors will be notified directly by the Contracting Officer/Contract Specialist when/if that determination is made.

*** END OF NARRATIVE L0002 ***

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EVALUATION FACTORS FOR AWARD

B. BASIS FOR AWARD

The award will be made based on the best overall (i.e., best value) proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the four evaluation factors: Technical Factor, Price, Past Performance, and Small Business. In the evaluation, technical is more important than past performance and past performance is more important than Small Business. Each non-price factor is more important than Price. However, price will become important when the relative ratings of non-price factors get closer to being roughly equal. Technical subfactors are listed in descending order of importance. The Government will perform a price, technical, past performance and small business trade-off analysis to select the best-suited offerors that provide the best value to the Government. To receive consideration for award, a rating of no less than Acceptable must be achieved for the Technical factor (to include each subfactor) and the Small Business Participation factor. Additionally, any other than small business offeror must have an acceptable Small Business Subcontracting Plan to receive an award in accordance with FAR 19.702(a). Offerors will be cautioned that the award may not necessarily be made to the lowest price offered. An award will not be made to any offeror that receives a deficiency in any factor.

The contract award decisions will be determined based upon the evaluation of each offeror's complete proposal against the evaluation criteria identified below. The proposals will be considered in the size category, or categories, for which the offeror is qualified, i.e., a small business offeror may be considered for the unrestricted awards if not selected under the reserved Small Business award. Selection of awardees will be accomplished as follows:

Step 1. All proposals will be initially evaluated for compliance with the requirements of the Solicitation. STRICT COMPLIANCE REQUIREMENT: OFFERORS WILL BE ELIMINATED FOR FAILING TO COMPLY WITH ANY MANDATORY INSTRUCTIONS AS INDICATED IN ATTACHMENT 0014.

Step 2. Evaluation teams will evaluate the proposals of each offeror remaining after Step 1 above. Evaluators will prepare evaluation reports for each factor identified in the Solicitation. The Government may engage in Clarifications with some offerors at this point IAW FAR 15.306(a).

Step 3. The Government intends to evaluate proposals and might conduct discussions. If discussions are determined to be necessary by the Government, a Competitive Range consisting of the most highly rated proposals may be established. The Government may engage in Communications under FAR 15.306(b) as necessary to determine which offerors should be included in the Competitive Range. The Competitive Range, if necessary, will be established taking into account the Governments intent to make seven awards to small businesses, and thereafter make 10 unrestricted awards to all remaining offerors. Any proposal, which does not have a realistic chance of receiving award, will not be included in the Competitive Range.

Step 4. If a Competitive Range is established, the Government will open Discussions with all offerors in the Competitive Range. Discussions will be conducted per FAR 15.306(d). At the conclusion of Discussions, the Government will request Final Proposal Revisions from all remaining offerors.

Step 5. The Government will make award decisions as follows:

a. The Government will first reserve an anticipated seven awards for small businesses. The Government will select these small business awardees based on a trade-off analysis of all factors, including price, to select the small business offerors who represent the best value to the Government.

b. Next, the Government will consider all remaining offerors, without regard to size status, to make the remaining awards. The Government anticipates making 10 additional awards to the remaining offerors without consideration of size status. These offerors will be selected on a trade-off analysis of all factors, including price, to select the offerors who represent the best value to the Government.

C. FACTORS AND SUBFACTORS TO BE EVALUATED

The following evaluation factors and subfactors will be used to evaluate each proposal: Award will be made to the offeror whose proposal is most advantageous to the Government based upon an integrated assessment of the evaluation factors and subfactors described below.

Factor 1: The Technical factor is further divided into the following subfactors:

Subfactor 1 Compliant IT Equipment

Subfactor 2 Quality Programs

Subfactor 1 is more important than Subfactor 2.

Evaluation of the offerors proposal shall address each Technical subfactor as it applies to the Statement of Work (SOW). A detailed explanation of the criteria for the evaluation is set forth in the Evaluation Approach, Paragraph D of this section. During evaluation of each proposal, the Government will assign each Technical subfactor an adjectival rating and write a narrative evaluation reflecting the identified findings.

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Factor 2: Price: The resulting award will be a firm fixed price contract. Price reasonableness will be utilized in the evaluation of the Firm-Fixed Price effort.

Factor 3: Past Performance: Each offerors past performance will be reviewed to determine recency and relevancy and to access confidence in past performance.

Factor 4: Small Business Participation: Each offerors level and degree of commitment to utilize small business in execution of the requirement will be evaluated.

D. EVALUATION APPROACH

All proposals shall be evaluated by the Source Selection Team (SST).

1. The overarching evaluation approach for all factors and subfactors is as follows:

a. Adequacy of Response. The proposal will be evaluated to determine whether the offerors methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the solicitation. The proposal will be evaluated to determine the extent to which each requirement has been addressed in the proposal in accordance with the proposal submission section of the solicitation.

b. Feasibility of Approach. As appropriate, the evaluation process will take into consideration such issues as the proposals workability, ability to achieve desired end results, the extent to which the proposal utilizes proven devices and techniques, and the proposals probability of meeting the required performance schedule.

2. The Technical factor is divided into the following subfactors:

Subfactor 1: This subfactor evaluates the offerors proposed Compliant IT Equipment for the basic contract period and all option years. Marginal ratings for overall Compliant IT Equipment could indicate a lack of understanding concerning mission requirements and may result in the entire proposal receiving an unfavorable rating and/or being eliminated from the competitive range. The evaluation will focus on the offerors:

KEY POINT #1 Identification of equipment catalogs that are affected by the DoDIN APL, US EPA Energy Star, and EPEAT.

The Offeror shall self-certify catalog major end items are currently registered on the Department of Defense Information Network (DoDIN) Approved Products List (APL). This supports compliance with AR 25-1, paragraph 417 - Maintaining the Armys Hardware and Software Baseline". Organizations must use only authorized products listed on the UC Approved Products List at <https://aplits.disa.mil/>

The Offeror shall self-certify catalog major end items not on the DoDIN APL are currently certified and registered with United States Environmental Protection Agency Energy Star program and Electronics Product Environmental Assessment Tool (EPEAT) registration. The products on the EPEAT registry with United States registration must be at tiers of Bronze, Silver, or Gold. This supports the original Executive Order 13423, Requires Federal Government to Buy EPEAT registered products. 24 January 2007, through to the current Executive Order (EO) 13834: Efficient Federal Operations, 17 May 2018.

<https://www.energystar.gov/>

<https://epeat.net/>

Catalogs not compliant will be identified and annotated as evidence impacting Offerors performance ratings.

KEY POINT #2 Suitability of timeline, catalog refresh rate, and resources needed to maintain a listing of DoDIN compliant product solutions.

KEY POINT #3 Understanding of the burden DoDIN technical migration will have over the contract life and how its impact to the Government will be minimized.

Subfactor 2: This subfactor evaluates the offerors Quality Programs. Major emphasis will be placed on the following:

KEY POINT #1 The commercial quality certifications, standards, or processes (e.g., ISO, CMMI, O-TTPS, NIST) that an Offeror, its teaming partners, and its proposed manufacturers follow, hold, or uphold to meet contract requirements.

KEY POINT #2 The Offerors methodology to maintain current commercial quality certifications or processes, take corrective action, mitigate any risks, and implement and update quality processes over the life of the contract.

KEY POINT #3 The Offerors Supply Chain Risk Management plan.

In accordance with the Army Source Selection Supplement (28 November 2017), Section 3.1, the Army methodology for evaluating Technical

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Approach and Related Risk is the Combined Technical/Risk Rating, (see Table 1 below). This methodology considers risk, in conjunction with the significant strengths, strengths, weaknesses, significant weaknesses, uncertainties, and deficiencies in determining technical ratings.

TABLE 1 COMBINED TECHNICAL/RISK RATINGS

Adjectival Rating	Description
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Outstanding: Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.

Good: Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.

Acceptable: Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.

Marginal: Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.

Unacceptable: Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

Table 2 - Technical Risk Ratings Description

Adjectival Rating	Description
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Low: Proposal may contain weakness(es) which have little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor efforts and normal Government monitoring will likely be able to overcome any difficulties.

Moderate: Proposal contains a significant weakness or combination of weaknesses which may potentially cause disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.

High: Proposal contains a significant weakness or combination of weaknesses which is likely to cause significant disruption of schedule, increased cost or degradation of performance. It is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.

Unacceptable: Proposal contains a material failure or combination of significant weaknesses that increases the risk of unsuccessful performance to an unacceptable level.

3. Price Factor.

Price will be an evaluation factor; however, it will not be adjectively scored. The Federal Acquisition Regulation (FAR) requires that contracts be awarded at prices that are fair and reasonable. The Contracting Officer is responsible for the determination of price reasonableness for the base and each option period. Price reasonableness is a judgment of the proposed price as compared to prices received, current market conditions, Independent Cost Estimate (ICE), historical prices, data other than certified cost or pricing data or other relevant measures. The Government may utilize any one or a combination of these techniques to ensure that prices are determined fair and reasonable.

The Price factor consists of the Total Contract Life Price (TCLP). The TCLP is calculated by multiplying the evaluation quantity times the unit price for each priced item in the price model, and by adding all extended prices for the base period and all option periods. The Total Contract Life Price (TCLP) is inclusive of the Fixed Discount for Equipment and the Fixed Discount for Warranty Variations that is applied to the proposed Catalog Unit Price.

Evaluation of options shall not obligate the Government to exercise the option(s). The TCLP will be reviewed for price reasonableness. The Government anticipates having the ability to evaluate price reasonableness in accordance with FAR Part 15.404-1(b), relying primarily upon competition. The Government expects adequate competition and a comparison will be made of the TCLPs in response to the solicitation. However, the Government reserves the right to require submission of other than certified cost or pricing data from the Offeror if competition was inadequate to determine price reasonableness.

The clause FAR 52.219-4 (Notice of Price Evaluation Preference for HUBZone Small Business Concerns) is applicable to the supplies portion of this acquisition. In accordance with paragraph (b)(1) of the clause, subject to specified conditions, a 10% price adjustment will be applied to the individual item contained in the price model of those competing offerors that do not qualify for the price evaluation preference. The evaluation preference clause, FAR 52.219-4, will be included in the solicitation.

In order for the price adjustment to be applied, certain criteria must be met. There must be an offer from a HUBZone Small Business (HSB) concern that has not waived the adjustment. Also, different criteria apply to offerors that are HSB concern manufacturers and offerors that are HSB concern non-manufacturers, as set forth in (d)(2) and (f) of the clause. Per FAR 19.1303(e), A HUBZone small business concern may submit an offer for supplies as a non-manufacturer if it meets the requirements of the non-manufacturer rule set forth at 13 CFR 121.406(b)(1) and if the small business manufacturer providing the end item is also a HUBZone small business concern.

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If there is a HSB concern offeror that meets the eligibility criteria and has not waived the adjustment, it will not be subject to the price adjustment. For offerors that have waived the adjustment or do not meet the criteria above and are thus subject to application of the adjustment, the price adjustment will be applied in accordance with paragraph (b)(2) of the clause to the individual item contained in the price model.

Prices shall be evaluated for the entire period of performance, inclusive of the five-year option period.

The proposals will be evaluated for Unbalanced Pricing as required by FAR 15.404-1(g). Price realism analysis will not be applied to proposals.

4. Past Performance Factor. The Government will evaluate the offerors record of past and current performance to ascertain the probability of successfully performing the required efforts of the SOW.

a. Evaluation of past performance shall be in accordance with this plan utilizing the forms and questionnaires set forth in Attachment 0007.

b. The past performance factor considers each offerors demonstrated recent and relevant record of performance in supplying products and services that meet the contract requirements.

Recent: Recent Contracts are defined as prime contracts, delivery orders, or subcontracts where services or deliverables were performed, or are still being performed, anytime within approximately three (3) years of issuance of this solicitation. The Government reserves the right to consider any significant past performance after the solicitation closing date and prior to award.

Relevant: Relevant means performance that demonstrates the offeror, as a prime and/or first tier subcontractor, has successfully performed or is currently performing on contracts/delivery orders that encompass commercial equipment and related incidental services that are the same or similar in complexity as described in the requirements of the Statement of Work (SOW). The relevancy of the past performance information will be determined as follows:

Table 3 - Past Performance Relevancy Ratings

Rating	Definition
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Very Relevant: Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.

Relevant: Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.

Somewhat Relevant: Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.

Not Relevant: Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

c. Performance Confidence Assessment: Offerors past performance will be rated as follows:

TABLE 4 Past Performance Confidence

Adjectival Rating	Definitions
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Substantial Confidence: Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.

Satisfactory Confidence: Based on the offerors recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.

Limited Confidence: Based on the offerors recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.

No Confidence: Based on the offerors recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

Unknown (Neutral)Confidence: No recent/relevant performance record is available or the offerors performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The Offeror may not be evaluated favorably or unfavorably on the basis of past performance.

The Government is not required to interview all points of contact identified by Offerors.

It is the responsibility of the Offeror to provide complete past performance information and thorough explanations as required by

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Instructions to Offerors.

The Government is not obliged to make another request for the required information.

5. Small Business Participation Factor.

1.1 Small Business Participation is evaluated in order to support the Government policy that Small Businesses be provided maximum practicable opportunities in Government acquisitions. The Government will evaluate the degree to which the Offerors Small Business Participation Plan demonstrates the Offerors commitment to maximizing opportunities for small businesses. The Government will consider both the degree to which an Offeror meets or exceeds any single socio-economic category, as well as the number of socio-economic categories that an Offeror meets or exceeds.

Note: Submission of Small Business Participation Plan only applies to Other than Small Businesses

The Government will consider two areas:

1(a) Proposed Small Business Participation

1(b) Commitment to Small Business

2. The Government has established the following goals for this procurement, based on total contract value (including options):

Small Business (SB): 22%

Small Disadvantaged Business (SDB): 5%

Women Owned Small Business (WOSB): 4%

HUBZone-Certified Small Business (HUBZone): 2.5%

Veteran-Owned Small Business (VOSB): 3%

Service-Disabled Veteran-Owned Small Business (SDVOSB): 2%

2.1 The Offerors proposed percentage of participation (goals) identified in the Small Business Participation Attachment 0006 (applicable to Other than Small Business) will be evaluated against the Governments Goal for each socio-economic category. The Government will compare the Offerors proposed percentage of participation for each category to the Governments goal. The proposed plan will also be evaluated on the extent of participation for multiple socio-economic categories. In addition, the proposed plan will be evaluated with regard to the percentage of total dollars going to Small Businesses.

3.1 The Government will evaluate the Offerors written statement of its established procedures for timely payments to small business subcontractors in accordance with FAR 52.219-8, Utilization of Small Business Concerns for those recent contracts for which it was required (contracts performed within the past three years from the issuing date of this solicitation). If the Offeror has no historical information, the proposal will be evaluated without regard to this paragraph.

3.2 For Other than Small Businesses, the Government will evaluate the Offerors compliance with reporting requirements on Individual Subcontracting Reports (ISRs) or Summary Subcontract Reports (SSRs) and achievement on each goal stated within the subcontracting plan as reported on each ISR or the goals stated in the associated commercial subcontracting plan and reported on each SSR, in accordance with FAR 52.219-9, Small Business Subcontracting Plan for those recent contracts under which it was required (contracts performed within the past three years from the closing date of this solicitation). If the Offeror has no historical information, the proposal will be evaluated without regard to this paragraph.

3.3 Small Business Participation Rating

The United States Government will develop one overall Small Business Participation rating for each Offeror based on the evaluation criteria described above and assign an adjectival Small Business Participation Rating from the table below.

TABLE 5 Small Business Ratings

Rating	Description
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Outstanding Proposal indicates an exceptional approach and understanding of the small business objectives.

Good Proposal indicates a thorough approach and understanding of the small business objectives.

Acceptable Proposal indicates an adequate approach and understanding of the small business objectives.

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Marginal Proposal has not demonstrated an adequate approach and understanding of the small business objectives.

Unacceptable Proposal does not meet small business objectives.

E. DISCUSSIONS

1. GENERAL INFORMATION. In accordance with FAR 15.306(d), discussion sessions with each offeror might be held. Should discussions take place, all offerors in the competitive range will be allowed to submit Final Proposal Revisions.

*** END OF NARRATIVE M0001 ***