

ТЕХНИЧЕСКИЕ ХАРАКТЕРИСТИКИ

1. SECTION 1: GENERAL REQUIREMENT INFORMATION

1. Описание требований

Исследовательской лаборатории ФМС США (NRL) необходимо закупить:

- Количество 15 сотовых маршрутизаторов с поддержкой 5G, пропускная способность маршрутизатора 2,5 Гбит/с, 500 Мбит/с. Пропускная способность виртуальной частной сети (VPN) и включение технологии SpeedFusion.

Эти маршрутизаторы будут использоваться как часть сети установки оборудования связи, в которой то же самое оборудование также включено в архитектуру. Также требуется 4-летний план основного медицинского обслуживания и 1-летняя корпоративная лицензия. Маршрутизаторы будут установлены персоналом NRL в безопасных местах в районе Национального Капитолия (NCR). Эти маршрутизаторы должны быть полностью совместимы с существующей архитектурой коммуникаций спонсора, включая размер, соответствие требованиям и надежность. Эти товары должны быть доставлены в течение четырех (4) недель после получения заказа в соответствии с графиком установки, установленным агентством-спонсором.

2. Основные возможности/ Характерные характеристики/ Технические характеристики:

Основные характеристики маршрутизатора сотовой связи:

Пересылать пакеты данных между вычислительными или коммуникационными устройствами в Интернет
Сеть

- Подключайте устройства через интерфейсы Ethernet
- Предоставить клиент виртуальной частной сети (VPN)
- Обеспечение питания через Ethernet (PoE) для других устройств
- Подключение к внешним антеннам
- Возможность объединения нескольких глобальных сетей вместе (объединение полосы пропускания)
- Маршрутизаторы сотовой связи MAX-HD4-MBX-5GN-T
- EssentialCare+ (4-летний) артикул ECP-MAX-HD4-MBX-5G-4Y
- Годовые корпоративные лицензии SpeedFusion Поддерживают номер детали WNAS500

С этими требованиями компания Perwave может ознакомиться на коммерческом рынке. Высокопроизводительные четырехъядерные сотовые маршрутизаторы 5G, артикул MAX-HD4-MBX-5GN-T с EssentialCare+ (4-летний) артикул ECP-MAX-HD4-MBX-5G-4Y и годовой гарантией. Корпоративные годовые лицензии SpeedFusion Поддерживают номер детали WNAS500

Характеристики Perwave MAX-HD4-MBX 5GN-T следующие:

- Пропускная способность маршрутизатора 2,5 Гбит/с
- Пропускная способность VPN 500 Мбит/с
- 4-кратные модемы сотовой связи с резервными слотами для SIM-карт
- 16-кратные подключения антенны QMA
- 3x Ethernet WAN
- 8x Локальная сеть Ethernet (4x PoE по умолчанию. Для включения требуется дополнительный источник питания 8x портов PoE)
- 802.11ac/a/b/g/n, 1166 Мбит/с 2x2MIMO
- Wi-Fi WAN и/или точка доступа

- Одновременный двухдиапазонный
- Маршрутизаторы сотовой связи MAX-HD4-MBX-5GN-T
- EssentialCare+ (4-летний) артикул ECP-MAX-HD4-MBX-5G-4Y
- Ежегодные корпоративные годовые лицензии SpeedFusion Поддерживают номер детали WNAS500

3. Требуемые сроки поставки:

Оборудование требуется через 4 недели после получения заказа (ARO), чтобы соответствовать спонсорским требованиям графика агентства.

4. Требуемое место проведения спектакля или установки оборудования:

Необходимая поставка оборудования осуществляется Исследовательской лабораторией BMC США 4555 Overlook Ave, SW в Вашингтоне, округ Колумбия, внимание.: Эндрю Кокс/Код 8144. Оборудование будет установлено в сеть связи персоналом NRL в местах расположения NCR.

5. Лицензирование:

Ежегодная поддержка корпоративных лицензий SpeedFusion (часть № WNAS500) для каждой единицы измерения.

6. Гарантия:

Частью требований к покупке является 4-летний пакет основных медицинских услуг (часть № ECP-MAX-HD4-MBX-5G-4Y) который включает в себя:

- 4-летняя гарантия на оборудование
- Предварительная замена оборудования на 4 года
- Обновление прошивки на 4 года
- 4-летний доступ к InControl 2

7. Требования к обучению:

Для этой покупки не требуется обучение

8. Соображения безопасности:

Для этой покупки нет особых требований безопасности

9. Документация:

Требований к доставке документации нет

TECHNICAL SPECIFICATIONS/ SALIENT CHARACTERISTICS

1. SECTION 1: GENERAL REQUIREMENT INFORMATION

1. Description of Requirement

The U.S. Naval Research Laboratory (NRL) needs to procure:

- Quantity 15 Cellular Routers with 5G capability, 2.5 Gbps router throughput, 500 Mbps Virtual Private Network (VPN) throughput and enable SpeedFusion technology.

These routers will be used as part of an installation of communication equipment network where the same equipment is already included in the architecture. The 4-year Essential Care Plan and 1-year enterprise license are also required. The routers will be installed by the NRL personnel at secure locations within the National Capitol Region (NCR). These routers are required to be completely interoperable with the existing sponsor communications architecture to include size, fit and reliability. These items must be delivered within four (4) weeks after receipt of order in order to meet the sponsoring agency's installation schedule.

2. Primary Capabilities/ Salient Characteristics/Technical Specifications:

The salient characteristics of a cellular router:

- Forward data packets between a computing or communications device to the internet network
- Connect devices through Ethernet interfaces
- Provide a Virtual Private Network (VPN) client
- Provide Power over Ethernet (POE) for other devices
- Connections to external antennas
- Capability of aggregating of multiple WANs together (Bandwidth Bonding)
- MAX-HD4-MBX-5GN-T cellular routers
- EssentialCare+ (4-Year) part number ECP-MAX-HD4-MBX-5G-4Y
- Annual Enterprise Annual SpeedFusion Licenses Support part number WNAS500

These requirements can be acquired in the commercial marketplace by the Pepwave Extreme Performance Quad Cellular 5G Routers part number MAX-HD4-MBX-5GN-T with EssentialCare+ (4-Year) part number ECP-MAX-HD4-MBX-5G-4Y and annual Enterprise Annual SpeedFusion Licenses Support part number WNAS500

The characteristics of the Pepwave MAX-HD4-MBX 5GN-T are:

- 2.5 Gbps router throughput
- 500 Mbps VPN throughput
- 4x Cellular modems with redundant SIM slots
- 16x QMA antenna connections
- 3x Ethernet WAN
- 8x Ethernet LAN (4x default PoE. Additional power supply needed to enable 8x PoE ports)
- 802.11ac/a/b/g/n, 1156 Mbps 2x2MIMO
- Wi-Fi WAN and/or AP

- Simultaneous Dual-Band
- MAX-HD4-MBX-5GN-T cellular routers
- EssentialCare+ (4-Year) part number ECP-MAX-HD4-MBX-5G-4Y
- Annual Enterprise Annual SpeedFusion Licenses Support part number WNAS500

3. Required Delivery Dates:

Equipment is required 4 weeks after receipt of order (ARO) in order to meet sponsoring agency schedule requirements.

4. Required location of Performance or Installation of equipment:

Required delivery of the equipment is the US Naval Research Laboratory 4555 Overlook Ave, SW in Washington DC, attn.: Andrew Cox/Code8144. Equipment will be installed into the communication network by NRL personnel at locations within the NCR.

5. Licensing:

Annual Enterprise Annual SpeedFusion Licenses Support (Part No. WNAS500) for each unit.

6. Warranty:

Part of the purchase requirement is for a 4 Year Essential Care package (Part No. ECP-MAX-HD4-MBX-5G-4Y) which includes:

- 4-Year Hardware Warranty
- 4-Year Advance Hardware Replacement
- 4-Year Firmware Upgrade
- 4-Year InControl 2 Access

7. Training Requirements:

There are no training requirements for this purchase

8. Security Considerations:

There are no unique security requirements for this purchase

9. Documentation:

There are no documentation delivery requirements

TECHNICAL SPECIFICATIONS/ SALIENT CHARACTERISTICS

1. SECTION 1: GENERAL REQUIREMENT INFORMATION

1. Description of Requirement

The U.S. Naval Research Laboratory (NRL) requires quantity fifteen (15) Pepwave MAX-HD4-MBX 5GN-T with 5G capability, 2.5 Gbps router throughput, 500 Mbps Virtual Private Network (VPN) throughput and enable SpeedFusion technology. These routers will be used as part of an installation of communication equipment network where the same equipment is already included in the architecture. The 4-year Essential Care Plan and 1-year enterprise license are also required. The routers will be installed by the NRL personnel at secure locations within the National Capitol Region (NCR). These routers are required to be completely interoperable with the existing sponsor communications architecture to include size, fit and reliability. These items must be delivered within four (4) weeks after receipt of order (ARO) in order to meet the sponsoring agency's installation schedule.

2. Primary Capabilities/ Salient Characteristics/ Technical Specifications:

The salient characteristics of a cellular router:

Forward data packets between a computing or communications device to the internet network

- Connect devices through Ethernet interfaces
- Provide a Virtual Private Network (VPN) client
- Provide Power over Ethernet (POE) for other devices
- Connections to external antennas
- Capability of aggregating of multiple WANs together (Bandwidth Bonding)

These requirements can be acquired in the commercial marketplace by the Pepwave Extreme Performance Quad Cellular 5G Routers part number MAX-HD4-MBX-5GN-T with EssentialCare+ (4-Year) part number ECP-MAX-HD4-MBX-5G-4Y and annual Enterprise Annual SpeedFusion Licenses Support part number WNAS500

The characteristics of the required Pepwave MAX-HD4-MBX 5GN-T are as follows:

- 2.5 Gbps router throughput
- 500 Mbps VPN throughput
- 4x Cellular modems with redundant SIM slots
- 16x QMA antenna connections
- 3x Ethernet WAN
- 8x Ethernet LAN (4x default PoE. Additional power supply needed to enable 8x PoE ports)
- 802.11ac/a/b/g/n, 1166 Mbps 2x2MIMO
- Wi-Fi WAN and/or AP
- Simultaneous Dual-Band
- Capable of supporting SpeedFusion
- Selectable EssentialCare+ (4-Year)

3. Required Delivery Dates:

Equipment is required 4 weeks after receipt of order (ARO) in order to meet sponsoring agency schedule requirements.

4. Required location of Performance or Installation of equipment:

Required delivery of the equipment is the US Naval Research Laboratory 4555 Overlook Ave, SW in Washington DC, attn.: Andrew Cox/Code 8144. Equipment will be installed into the communication network by NRL personnel at locations within the NCR.

5. Warranty:

Part of the purchase requirement is for a 4-Year Essential Care package which includes:

- 4-Year Hardware Warranty
- 4-Year Advance Hardware Replacement
- 4-Year Firmware Upgrade
- 4-Year InControl 2 Access

6. Training Requirements:

There are no training requirements for this purchase.

7. Security Considerations:

There are no unique security requirements for this purchase.

8. Documentation:

There are no documentation delivery requirements.

COMBINED SYNOPSIS/SOLICITATION

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Federal Acquisition Regulations (FAR) Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued. Solicitation documents and incorporated provisions are those in effect through Federal Acquisition Circular 2022-06, DPN 20220318 and NMCARS 18-21.

General Information

Solicitation Type Request for Quote, following FAR Subpart 13.5 procedures
Solicitation Number N00173-24-Q-TG04
Post Date September 6, 2024
Response Date / Time September 16, 2024, 2PM EDT
NAICS Code 334210
Size Standard 1250 Employees
Product or Service Code 7G22
Set-Aside Total Small Business
Contract Type Firm Fixed-Price (FFP)
Point(s) of Contact Torrean Green, Contract Specialist, Torrean.j.green.civ@us.navy.mil

All changes to this solicitation that occur prior to the closing date will be issued via amendment posted to the announcement on Government-wide Point of Entry (beta.sam.gov). It is the responsibility of interested vendors to monitor the announcement for amendments that may be issued to this solicitation. For changes made after the closing date, only those vendors that provide a quote will be provided any changes/amendments and considered for future discussions and/or award.

Questions must be submitted to the Point of Contact listed above no later than five (5) days after the Posted Date.

Requirement Information

The Naval Research Laboratory (NRL) has a requirement to procure 15 Cellular Routers with 5G capability, 2.5 Gbps router throughput, 500 Mbps Virtual Private Network (VPN) throughput and enable SpeedFusion technology. Complete physical, functional, performance requirements are provided in the attachment of this solicitation.

The anticipated line item structure as follows is based on the items outlined in the salient characteristics (Attachment 1):

Item	Schedule of Supplies/Services	Quantity	Unit	Unit Price	Amount
0001	5G capable Router	15	EA	\$	\$
0002	Warranty		EA	\$	\$
	TOTAL PRICE			\$	\$

In accordance with FAR 52.204-22, alternative line items structures that best reflect the Vendor's practices and proposed items may be submitted.

Delivery and Other Requirement Information

Required Delivery Dates:

Equipment delivery shall be no later than 180 days from the date of award.

Delivery Location: Receiving Officer

Contract Number: TBD

ATTN: TBD, Code: TBD

Naval Research Laboratory

4555 Overlook Ave., SW, Washington, DC 20375

INSPECTION / ACCEPTANCE: Inspection acceptance will be in accordance with FAR 52.212-4 unless the Contracting Officer determines other acceptance procedures to be more appropriate for the acquisition of this complex commercial item.

FOB POINT: DESTINATION, Free of expense to the Government, in accordance with FAR 52.247-34.

FAR 52.212-1, Instructions To Offerors— Commercial Products And Commercial Services (NOV 2021) - AND ADDENDA TO FAR 52.212-1 applies to this acquisition.

FAR 52.212-1 has been tailored to include the following additional instructions:

m) **SUBMISSION:** quotes shall be submitted electronically, via email, to the Point of Contact listed in this solicitation, by the Date Offers are Due identified in the General Information Section of this solicitation. Facsimile quotes are NOT authorized. A confirmation receipt will be provided, but it is the sole responsibility of the Vendor to ensure that its response is received in its entirety and in a timely manner.

n) **QUOTE REQUIREMENTS:** Vendor shall submit documentation that confirms the proposed item(s) meet or exceeds all physical, functional, performance, and delivery schedule requirements and any other terms and conditions specified in this solicitation and its attachment(s). The quote shall also include:

- i. Company Information, to include Company Name, Address, Unique Entity ID (UEI) Number and Cage Code, and company Point of contact, phone number, email address and web page URL.
- ii. Letter of Authorization – If providing the products/items of another manufacturer as an Authorized Reseller/Partner, the Vendor shall include some form of documentation from the manufacturer illustrating that the Vendor is an Authorized Reseller/Partner.
- iii. Description of standard commercial warranty.
- iv. If including a software product in its quote, Vendor shall provide a summary of its standard federal government software license in its technical proposal. The full software license shall be added as an attachment to the technical proposal. If the Vendor does not have a federal government software license, the Contractor shall provide a summary and copy of its commercial software license customarily provided to the public

- v. The Vendor shall provide a detailed explanation of (a) how the use of foreign parts will be prevented or minimized, (b) how the impact of any employed foreign parts will be mitigated, and (c) what steps will be taken to protect the system from tampering between system manufacturing and system installation.
- vi. Vendor shall include a cross reference chart to show whether the proposed solution meets each of the specifications. The chart shall also reference page and section of the technical quote.
- vii. Vendor shall include warranty and preventative maintenance in the technical quote, for ease of evaluation, and not as a separate document.
- viii. Offeror shall include the facility work requirement sheet in the technical proposal. The facility work requirement sheet shall also include all necessary NRL site preparation requirements for installation.
- ix. Vendor shall include a completed copy of the provision at 52.212-3, Vendor Representations and Certifications – Commercial Items, with its offer.
- x. To facilitate the award process, all quotes must include a statement regarding the terms and conditions herein as follows:
- (a) "The terms and conditions in the solicitation are acceptable to be included in the award document without modification, deletion, or addition."
- OR
- (b) "The terms and conditions in the solicitation are acceptable to be included in the award document with the exception, deletion, or addition of the following:"
- Vendor shall list exception(s) and rationale for the exception(s).
- xi. The Vendor shall agree to hold the prices in its offer firm for sixty (60) calendar days from the date specified for receipt of offers.
- o) This procurement is for new equipment ONLY. No remanufactured or "gray market" items are acceptable. All equipment must be covered by the manufacturer's warranty.
- p) Vendor shall be an Original Equipment Manufacturer (OEM), authorized dealer, authorized distributor, or authorized reseller or partner for the proposed equipment/system, such that OEM warranty and service are provided and maintained by the OEM. All software licensing, warranty, and service associated with the equipment/system shall be in accordance with the OEM terms and conditions.
- q) General statements, that the vendor can or will comply with the requirements, that standard procedures will be used, that well known techniques will be used, or that paraphrases the RFQ's specifications in whole or in part, will not constitute compliance with the mandatory requirements concerning the content of the technical quote.
- r) ELECTRONIC AND INFORMATION TECHNOLOGY (EIT)-
In accordance with Section 508 of the Rehabilitation Act of 1973 (29 USC 794d), all EIT supplies and services provided under this contract must comply with the applicable accessibility standards issued by the Architectural and Transportation Barriers Compliance Board at 36 CFR part 1194 (see FAR Subpart 19.2). Electronic and information technology (EIT) is defined at FAR 2.101.

s) Any inquiry regarding this solicitation shall be submitted to the Contract Specialist, Patricia Severino, in writing, via e-mail at patricia.severino@nrl.navy.mil, no later than three (3) business days after the release date of this solicitation.

t) The NRL will not authorize, allow, or entertain requests for progress payments, installment payments, or advance payments. All payments will be in accordance with FAR 52.212-4(i) Payment.- (1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

FAR 52.212-2 - Evaluation - Commercial Products And Commercial Services (NOV 2021) applies to this acquisition.

(a) The Government will award a contract resulting from this solicitation to the responsible vendor whose offer conforming to the solicitation will be most advantageous to the Government. Factors other than price shall be considered, and a Price/Technical Tradeoff analysis of both price and non-price factors will be conducted in evaluating each quote submitted. Trade-off considerations may result in the determination that it is in the best interest of the Government to award to other than the lowest priced Vendor or other than the highest technically rated Vendor. The following factors shall be used to evaluate offers:

1. TECHNICAL CAPABILITY:

The Government will evaluate quotes based on how well the proposed product(s) meet the requirement of the Specifications Attachment.

Vendors will be evaluated from Excellent to Unacceptable on above parameters. The Technical capability rating methodology is as follows:

Rating	Abbreviation	Risk Level	Definition
Excellent	E	Very Low Risk	The proposal contains no deficiencies or weaknesses. Based on information provided, there is no doubt that the vendor demonstrates an exceptional understanding of the specifications required to meet or exceed most contract requirements. The highest quality of contract performance is anticipated.
Very Good	VG	Low Risk	The proposal contains no deficiencies and only a few minor weaknesses that do not require discussion. Based on the information provided, there is little doubt that the vendor demonstrates a high quality of understanding of the specifications required to meet or exceed some contract requirements.
Satisfactory	S	Moderate Risk	The proposal contains no deficiencies and some weaknesses. Based on the information provided, the Vendor demonstrates an understanding of the specifications required to meet contract requirements.
Poor	P	High Risk	The proposal contains deficiencies and significant weaknesses. Based on information provided, there is doubt that the contractor understands the specifications required to meet the contract requirements. Requirement can be met only with major changes to the proposal.
Unacceptable	U	Unacceptable Risk	Technical proposal has many deficiencies and/or gross omissions; failure to understand much of the scope of work necessary to perform

			the required tasks; failure to provide a reasonable, logical approach to fulfilling much of the government's requirements.
--	--	--	--

For the purpose of evaluation of Technical Capability, the Vendor shall provide documentation that confirms the proposed solution is capable of meeting and/or exceeding all the Government's required specifications. Vendor shall include a copy of the quoted system's manufacturer's specifications.

(2) General statements, that the vendor can or will comply with the requirements, that standard procedures will be used, that well known techniques will be used, or that paraphrases the RFO's specifications in whole or in part, will not constitute compliance with the mandatory requirements concerning the content of the technical quote.

2. PAST PERFORMANCE:

- IAW DFARS 252.213-7000, the contracting officer shall consider data available in the statistical reporting module of the Supplier Performance Risk System (SPRS) regarding the supplier's past performance history for the PSC and/or NAICS of the supplies being purchased.
- Ratings:
 - Low Risk: SPRS Supplier Risk Score of Blue, Purple, or Green, indicating a higher score in SPRS and are therefore, considered to have a lower risk of poor contract performance
 - High Risk: SPRS Supplier Risk Score of Yellow or Red, indicating a lower score in SPRS and are therefore, considered to have a higher risk of poor contract performance
 - Neutral: In the case of a supplier without a record of relevant past performance history in SPRS for the NAICS or PSC of the supplies being purchased, the supplier may not be evaluated favorably or unfavorably for its past performance history.

3. PRICE REASONABLENESS:

The Government anticipates making a determination of fair and reasonable price based on competitive quotes. If only one response is received, the Government may use other methods as described at 13.106-3(a)(2).

Based on the factors above, Technical Capability is more important than Supplier's Past Performance and Supplier's Past Performance is more important than Price Reasonableness.

Award on Initial Responses; Exchanges with Best-Suited Contractor

The Government anticipates selecting the best-suited contractor from initial responses, without engaging in exchanges with vendors. Vendors are strongly encouraged to submit their best technical solutions and price in response to this RFQ. However, the Government may engage in limited exchanges to clarify certain aspects of quotes. Once the Government determines the contractor that is the best-suited (i.e., the apparent successful contractor), the Government reserves the right to communicate with only that contractor to address any remaining issues and revise quotes, if necessary, and finalize an award with that contractor. These issues may include technical and price. If the parties cannot successfully address any remaining issues, as determined in the sole discretion of the Government, the Government reserves the right to conduct exchanges with the next best-suited contractor and address any remaining issues and revise quotes, if necessary, and finalize an award with that contractor.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either

party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

FAR 52.212-3 - Offeror Representations And Certifications- Commercial Products And Commercial Services (NOV 2021) apply to this acquisition. Offerors shall have and maintain active annual Representations and Certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>.

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.

If paragraph (j*) of the provision applies, a written submission is required:

(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.

FAR 52.212-4, Contracts Terms And Conditions -- Commercial Products And Commercial Services -- (NOV 2021) applies to this acquisition.

FAR 52.212-5 Contract Terms And Conditions Required To Implement Statutes Or Executive Orders— Commercial Products And Commercial Services (JAN 2022) applies to this acquisition.

(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](#)).

(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:

[Contracting Officer check as appropriate.]

(1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUNE 2020), with Alternate I (OCT 1995) ([41 U.S.C. 4734](#) 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) [52.203-17](#), 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) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) ([15 U.S.C. 657a](#)).

(12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

(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](#).

(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](#).
- __ (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 (SEP 2021) ([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](#).
- __ (v) Alternate IV (SEP 2021) 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 (SEP 2021) ([15 U.S.C. 637s](#)).
- __ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- __ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) ([15 U.S.C. 657f](#)).
- _X_ (22)
- (i) [52.219-28](#), Post Award Small Business Program Representation (SEP 2021) ([15 U.S.C. 632\(a\)\(2\)](#)).
- __ (ii) Alternate I (MAR 2020) of [52.219-28](#).
- __ (23) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) ([15 U.S.C. 637\(m\)](#)).
- __ (24) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) ([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 (SEP 2021) ([15 U.S.C. 637\(e\)\(17\)](#)).
- _X_ (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- __ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN2020) (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 (JUL 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 (JUL 2014) of [52.222-36](#).

(33) [52.222-37](#), Employment Reports on 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. 12496).

(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 (Jun 2016) (E.O. 13693).

(39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

(40)

(i) [52.223-13](#), Acquisition of EPEAT®-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®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun2014) of [52.223-14](#).

X (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®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (JUN 2014) of [52.223-16](#).

X (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

__ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

__ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

__ (47)

(i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).

__ (ii) Alternate I (JAN 2017) of [52.224-3](#).

__ (48) [52.225-1](#), Buy American-Supplies (JAN2021) ([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.chapter83](#), [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).

X (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 (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302Note](#)).

___ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov2007) ([42 U.S.C. 5150](#)).

___ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([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](#).

___ (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:

[Contracting Officer check as appropriate.]

___ (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) (AUG 2018) ([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 13653 (NOV 2020).

__ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

__ (9) [52.222-66](#), 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 Contractor's 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 subcontracts that offer subcontracting opportunities.

(vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

(vii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).

(viii) [52.222-32](#), 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). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(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. chapter 78](#) and E.O 13627).

(B) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ([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) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (NOV 2020).

(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 (OCT 2016) (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)

ADDITIONAL FAR and DFARS PROVISIONS, INCORPORATED BY REFERENCE, THAT APPLY TO THIS SOLICITATION:

FAR 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):

Federal Acquisition Regulation (FAR): <https://www.acquisition.gov/browse/index/far>

Defense Federal Acquisition Regulation Supplement (DFARS) and Procedures, Guidance, and Information (PGI): <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

Department of the Navy Acquisition Regulations (NMCARS): <https://www.secnav.navy.mil/rda/Pages/NMCARS.aspx>

REGULATION	TITLE	DATE
FAR 52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
FAR 52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG 2020
FAR 52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN 2017
FAR 52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT 2018
FAR 52.212-1	INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS	NOV 2021
FAR 52.225-18	PLACE OF MANUFACTURE	AUG 2018
FAR 52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	JUN 2020

DFARS 252.204-7016	COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES—REPRESENTATION	DEC 2019
DFARS 252.204-7017	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES—REPRESENTATION	MAY 2021
DFARS 252.213-7000	NOTICE TO PROSPECTIVE SUPPLIERS ON USE OF SUPPLIER PERFORMANCE RISK SYSTEM IN PAST PERFORMANCE EVALUATIONS	SEP 2019
DFARS 252.225-7974	REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME. (DEVIATION 2020-O0005)	FEB 2020

ADDITIONAL FAR and DFARS PROVISIONS, INCORPORATED BY FULL TEXT, THAT APPLY TO THIS SOLICITATION

FAR 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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 Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a

contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

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

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

FAR 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 Code 1300: nrlcontracts@nrl.navy.mil and Code 1340 Branch Head: brenda.green@nrl.navy.mil at Naval Research Laboratory, Washington DC.

(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)

DFARS 252.215-7008 ONLY ONE OFFER (JUL 2019)

(a) *Cost or pricing data requirements.* After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to—

- (1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 2306a and FAR 15.403-3); and
- (2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) *Canadian Commercial Corporation.* If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

- (1) Profit rate or fee (as applicable).
- (2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).
- (3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable.

Data required may include but limited to current catalog pricing information for the system offered and current sale information providing details on the lowest prices recently paid by other customers for the same or similar system.

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) *Subcontracts.* Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of Provision)

FAR and DFARS CLAUSES, INCORPORATED BY REFERENCE THAT APPLY TO THIS ACQUISITION

REGULATION	TITLE	DATE
FAR 52.203-3	GRATUITIES	APR 1984
FAR 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2020
FAR 52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011

FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
FAR 52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
FAR 52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	NOV 2021
FAR 52.204-26	COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION	OCT 2020
FAR 52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR 2008
FAR 52.212-4	CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS	NOV 2021
FAR 52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	NOV 2021
FAR 52.247-34	F.O.B. DESTINATION	NOV 1991
DFARS 252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP 2011
DFARS 252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP 2013
DFARS 252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	FEB 2019
DFARS 252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT	MAY 2016
DFARS 252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES	JAN 2021
DFARS 252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION	MAR 2022
DFARS 252.211-7008	USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS	SEP 2010
DFARS 252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	JUN 2013
DFARS 252.225-7008	RESTRICTION ON ACQUISITION OF SPECIALTY METALS	MAR 2013
DFARS 252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	DEC 2019

DFARS 252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAR 2022
DFARS 252.225-7021	TRADE AGREEMENTS -- BASIC	MAR 2022
DFARS 252.225-7048	EXPORT-CONTROLLED ITEMS	JUN 2013
DFARS 252.225-7972 (Dev)	PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS (DEVIATION 2020-O0015)	MAY 2020
DFARS 252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	FEB 2014
DFARS 252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP 2016
DFARS 252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	DEC 2018
DFARS 252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC 2006
DFARS 252.232-7017	ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS—PROHIBITION ON FEES AND CONSIDERATION	APR 2020
DFARS 252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC 2012
DFARS 252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JAN 2021
DFARS 252.246-7008	SOURCES OF ELECTRONIC PARTS	MAY 2018

ADDITIONAL FAR and DFARS CLAUSES, INCORPORATED BY FULL TEXT THAT APPLY TO THIS ACQUISITION

52.222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2022)

(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in-

- (1) Canada, and the anticipated value of the acquisition is \$25,000 or more;
- (2) Israel, and the anticipated value of the acquisition is \$50,000 or more;
- (3) Mexico, and the anticipated value of the acquisition is \$92,319 or more; or

(4) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia,

Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is \$183,000 or more.

(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies. (1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR subpart 9.4.

(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR subpart 9.4.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es).

<https://www.acquisition.gov/browse/index/far>
<https://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of clause)

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 Defense Federal Acquisition Regulation Supplement (DFARS) (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)

DFARS 252.232-7006 - WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(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.

Invoice and Receiving Report (COMBO)

(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.

Invoice and Receiving Report (COMBO)

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

ROUTING DATA TABLE*

<u>FIELD NAME IN WAWF</u>	<u>DATA TO BE ENTERED IN WAWF</u>
Pay Official DoDAAC	To be filled in at award
Issue By DoDAAC	N00173
Admin DoDAAC**	N00173
Inspect By DoDAAC	N00173
Ship To Code	N00173
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N00173
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(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.

-- To be provided at award --

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

Exhibit/Attachments

Attachment 1. Technical Specifications

@brosok_mangusta_Z

@brosok_mangusta_Z

@brosok_mangusta_Z

@brosok_mangusta_Z