
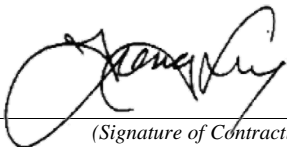


| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT   |  |   | 1. CONTRACT ID CODE  | PAGE OF PAGES<br><b>1</b> <b>5</b>                               |                                |
|--|--|---|--|--|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO.<br><b>PS1568</b>   |  | 3. EFFECTIVE DATE<br><b>See Block 16C</b> | 4. REQUISITION/PURCHASE REQ. NO  |  | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY<br><b>U.S. General Services Administration [GSA]<br/>FAS-ITC IT Services Acquisition Operations<br/>1800 F Street NW<br/>Washington DC 20405-0001</b>   |  | CODE<br><b>QT2A1A</b>                     | 7. ADMINISTERED BY (IF OTHER THAN ITEM 6) CODE                                       |  |                                |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, and Zip Code)<br><b>MCI Communication Services, Inc.<br/>DBA Verizon Business<br/>22001 Loudoun County Parkway<br/>Ashburn, VA. 20147<br/>Attn: Katherine H. Conwell</b>  |  |   | <input type="checkbox"/>   | 9A. AMENDMENT OF SOLICITATION NO.                                |                                |
|  |  |   | <input type="checkbox"/>   | 9B. DATED (SEE ITEM 11)  |                                |
|  |  |   | <input checked="" type="checkbox"/>  | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br><b>GS00T07NSD0038</b> |                                |
| CODE: <b>020751082</b>   |  | FACILITY CODE: <b>581P8</b>               | <input checked="" type="checkbox"/>  | 10B. DATED (SEE ITEM 13)<br><b>May 31, 2007</b>                  |                                |
| <b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>   |  |   |  |  |                                |
| <input type="checkbox"/> The above numbered, solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning ____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers, FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. IF by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |  |   |  |  |                                |
| 12. ACCOUNTING AND APPROPRIATION DATA (If Required)  |  |   |  |  |                                |
| <b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IF MODIFIES THE CONTRACT/ORDER NO., AS DESCRIBED IN ITEM 14</b>  |  |   |  |  |                                |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.   |  |   |  |  |                                |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43,103 (b).   |  |   |  |  |                                |
| <input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:<br><b>FAR 43.103 (a) (3) Bilateral Modification by Mutual Agreement Between the Parties</b>   |  |   |  |  |                                |
| D. OTHER (Specify type of modification and authority)  |  |   |  |  |                                |
| E. IMPORTANT: Contractor <input type="checkbox"/> is NOT <input checked="" type="checkbox"/> is required to sign this document and return <b>1 copy</b> to the issuing office.   |  |   |  |  |                                |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  |  |   |  |  |                                |
| <b>SEE CONTINUATION SHEET</b>  |  |   |  |  |                                |
| ❖ The total estimated dollar value of the contract is unchanged by this modification.  |  |   |  |  |                                |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore remains unchanged and in full force and effect.  |  |   |  |  |                                |
| 15A. NAME AND TITLE OF SIGNER<br><i>for Michael Maiorana, Sr. Vice President<br/>by Klara B Reilly, Director</i>   |  |   | 16A. NAME AND TITLE OF CONTRACTING OFFICER<br><i>Jong Lee, Contracting Officer</i>   |  |                                |
| 15B. CONTRACTOR/OFFEROR  |  | 15C. DATE SIGNED                          | 16B. UNITED STATES OF AMERICA  |  | 16C. DATE SIGNED               |
|   |  | 14Aug2020                                 |  |  | 08/14/2020                     |
| (Signature of person authorized to sign)   |  |   | (Signature of Contracting Officer)   |  |                                |

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The purpose of this Modification is to incorporate revised Federal Acquisition Regulation (FAR) clause 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (**Aug 2020**). This supersedes any previous version(s) of the clause included in the contract.

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

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

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

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means -

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means -

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in

Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled -

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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

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

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

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

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing -

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

# Network Extension Request for Proposals

## Section I Contract Clauses

Issued by:  
General Services Administration  
Office of Integrated Technology Services  
1800 F St NW  
Washington, DC 20405

November 2018

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## I.1. General

## I.2. FAR 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 these addresses:

### FEDERAL ACQUISITION REGULATION:

<https://acquisition.gov/far/index.html>

### GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL:

<https://acquisition.gov/gsam/gsam.html>

### I.2.1. FAR 52.252-2 Clauses Table

| CLAUSE NO. | TITLE  | DATE     |
|------------|--|----------|
| 52.202-1   | DEFINITIONS  | NOV 2013 |
| 52.203-3   | GRATUITIES   | APR 1984 |
| 52.203-5   | COVENANT AGAINST CONTINGENT FEES   | MAY 2014 |
| 52.203-6   | Restrictions on Subcontractor Sales to the Government                            | SEP 2006 |
| 52.203-7   | Anti-Kickback Procedures   | MAY 2014 |
| 52.203-8   | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | MAY 2014 |
| 52.203-10  | Price or Fee Adjustment for Illegal or Improper Activity                         | MAY 2014 |
| 52.203-12  | Limitation on Payments to Influence Certain Federal Transactions                 | OCT 2010 |
| 52.203-13  | Contractor Code of Business Ethics and Conduct                                   | APR 2010 |



| <b>CLAUSE NO.</b> | <b>TITLE</b>  | <b>DATE</b> |
|-------------------|---|-------------|
| 52.203-17         | Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights                              | APR 2014    |
| 52.204-2          | Security Requirements   | AUG 1996    |
| 52.204-4          | Printed or Copied Double-Sided on Recycled Paper  | MAY 2011    |
| 52.204-7          | System for Award Management   | JUL 2013    |
| 52.204-8          | Annual Representations and Certifications   | DEC 2014    |
| 52.204-9          | Personal Identity Verification of Contractor Personnel  | JAN 2011    |
| 52.204-10         | Reporting Executive Compensation and First-Tier Subcontract Awards  | JUL 2013    |
| 52.204-13         | System for Award Management Maintenance.  | JUL 2013    |
| 52.204-18         | Commercial and Government Entity Code Maintenance   | JUL 2015    |
| 52.204-23         | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities | JUL 2018    |
| 52.207-5          | Option to purchase equipment  | FEB 1995    |
| 52.209-6          | Protecting the government's interest when subcontracting with contractors debarred, suspended, or proposed for debarment          | OCT 2015    |
| 52.209-9          | Updates of Publicly Available Information Regarding Responsibility Matters  | JUL 2013    |
| 52.211-5          | Materials Requirements  | AUG 2000    |
| 52.214-35         | Submission of Offers in US Currency   | APR 1991    |
| 52.215-2          | Audit and Records – Negotiation   | OCT 2010    |

| CLAUSE NO. | TITLE  | DATE     |
|------------|--|----------|
| 52.215-2   | Alternate III  | JUN 1999 |
| 52.215-8   | Order of Precedence – Uniform Contract Format                      | OCT 1997 |
| 52.215-10  | Price Reduction for Defective Cost or Pricing Data                 | AUG 2011 |
| 52.215-11  | Price Reduction for Defective Cost or Pricing Data – Modifications | OCT 1997 |
| 52.215-12  | Subcontractor Cost or Pricing Data                                 | OCT 2010 |
| 52.215-13  | Subcontractor Cost or Pricing Data – Modifications                 | OCT 2010 |
| 52.215-14  | Integrity of Unit Prices   | OCT 2010 |
| 52.215-17  | Waiver of Facilities Capital Cost of Money                         | OCT 1997 |
| 52.217-8   | Option to Extend Services  | NOV 1999 |
| 52.219-8   | Utilization of small business concerns                             | OCT 2014 |
| 52.219-9   | Small Business Subcontracting Plan                                 | OCT 2015 |
| 52.219-9   | Alternate II   | OCT 2001 |
| 52.219-16  | Liquidated Damages – Subcontracting Plan                           | JAN 1999 |
| 52.222-1   | Notice to the Government of Labor Disputes                         | FEB 1997 |
| 52.222-3   | Convict Labor  | JUN 2003 |
| 52.222-21  | Prohibition of Segregated Facilities                               | APR 2015 |
| 52.222-26  | Equal Opportunity  | APR 2015 |
| 52.222-29  | Notification of Visa Denial  | APR 2015 |
| 52.222-35  | Equal Opportunity for Veterans                                     | JUL 2014 |

| <b>CLAUSE NO.</b> | <b>TITLE</b>  | <b>DATE</b> |
|-------------------|---|-------------|
| 52.222-36         | Equal Opportunities for Workers with Disabilities                   | JUL 2014    |
| 52.222-36         | Alternate I   | JUL 2014    |
| 52.222-37         | Employment Reports on Veterans                                      | JUL 2014    |
| 52.222-50         | Combating Trafficking in Persons                                    | MAR 2015    |
| 52.222-50         | Alternate I   | MAR 2015    |
| 52.222-54         | Employment Eligibility Verification                                 | AUG 2013    |
| 52.223-5          | Pollution Prevention and Right-to-know Information.                 | MAY 2011    |
| 52.223-5          | Alternate I   | MAY 2011    |
| 52.223-5          | Alternate II  | MAY 2011    |
| 52.223-6          | Drug-free Workplace   | MAY 2001    |
| 52.223-10         | Waste Reduction Program   | MAY 2011    |
| 52.223-13         | Acquisition of EPEAT Registered Imaging Equipment                   | JUN 2014    |
| 52.223-13         | Alternate I   | JUN 2014    |
| 52.223-14         | Acquisition of EPEAT Registered Televisions                         | JUN 2014    |
| 52.223-15         | Energy Efficiency in Energy-Consuming Products                      | DEC 2007    |
| 52.223-16         | Acquisition of EPEAT-Registered Personal Computer Products          | JUN 2014    |
| 52.223-16         | Alternate I   | JUN 2014    |
| 52.223-18         | Encouraging Contractor Policies to Ban Text Messaging While Driving | AUG 2011    |
| 52.224-1          | Privacy Act Notification  | APR 1984    |

| <b>CLAUSE NO.</b> | <b>TITLE</b>  | <b>DATE</b> |
|-------------------|---|-------------|
| 52.224-2          | Privacy Act   | APR 1984    |
| 52.225-1          | Buy American Act – Supplies                                       | MAY 2014    |
| 52.225-5          | Trade Agreements  | NOV 2013    |
| 52.225-8          | Duty-free Entry   | OCT 2010    |
| 52.225-13         | Restrictions on Certain Foreign Purchases                         | JUN 2008    |
| 52.225-14         | Inconsistency between English Version and Translation of Contract | FEB 2000    |
| 52.227-1          | Authorization and Consent   | DEC 2007    |
| 52.227-2          | Notice and Assistance Regarding Patent and Copyright Infringement | DEC 2007    |
| 52.227-3          | Patent Indemnity  | APR 1984    |
| 52.227-3          | Alternate I   | APR 1984    |
| 52.227-3          | Alternate II  | APR 1984    |
| 52.227-5          | Waiver of Indemnity   | APR 1984    |
| 52.227-14         | Rights in Data – General  | MAY 2014    |
| 52.227-14         | Alternate I   | DEC 2007    |
| 52.227-14         | Alternate II  | DEC 2007    |
| 52.227-19         | Commercial Computer Software License                              | DEC 2007    |
| 52.228-5          | Insurance – Work on a Government Installation                     | JAN 1997    |
| 52.229-4          | Federal, State, and Local Taxes (State and Local Adjustments)     | FEB 2013    |
| 52.229-6          | Taxes – Foreign Fixed-Price Contracts                             | FEB 2013    |

| CLAUSE NO. | TITLE  | DATE     |
|------------|--|----------|
| 52.232-1   | Payments   | APR 1984 |
| 52.232-6   | Payment under Communication Service Contracts with Common Carriers | APR 1984 |
| 52.232-8   | Discounts for Prompt Payment                                       | FEB 2002 |
| 52.232-9   | Limitation on withholding of payments                              | APR 1984 |
| 52.232-11  | Extras   | APR 1984 |
| 52.232-17  | Interest   | MAY 2014 |
| 52.232-18  | Availability of Funds  | APR 1984 |
| 52.232-23  | Assignment of Claims   | MAY 2014 |
| 52.232-23  | Alternate I  | APR 1984 |
| 52.232-25  | Prompt Payment   | JUL 2013 |
| 52.232-33  | Payment by Electronic Funds Transfer – System for Award Management | JUL 2013 |
| 52.233-1   | Disputes   | MAY 2014 |
| 52.233-1   | Alternate I  | DEC 1991 |
| 52.233-3   | Protest after Award  | AUG 1996 |
| 52.233-4   | Applicable Law for Breach of Contract Claim                        | OCT 2004 |
| 52.237-2   | Protection of Government Buildings, Equipment, and Vegetation      | APR 1984 |
| 52.237-3   | Continuity of Services   | JAN 1991 |
| 52.239-1   | Privacy or Security Safeguards                                     | AUG 1996 |
| 52.242-13  | Bankruptcy   | JUL 1995 |

| CLAUSE NO. | TITLE   | DATE     |
|------------|---|----------|
| 52,242-15  | Stop-work Order   | AUG 1989 |
| 52.243-1   | Changes – Fixed-price   | AUG 1987 |
| 52.243-1   | Alternate II  | APR 1984 |
| 52.244-5   | Competition in Subcontracting                                 | DEC 1996 |
| 52.244-6   | Subcontracts for Commercial Items                             | OCT 2015 |
| 52.245-1   | Government Property   | APR 2012 |
| 52.245-1   | Alternate I   | APR 2012 |
| 52.245-9   | Use and Charges   | APR 2012 |
| 52.246-16  | Responsibility for Supplies                                   | APR 1984 |
| 52.246-17  | Warranty of Supplies of a Noncomplex Nature                   | JUN 2003 |
| 52.246-20  | Warranty of Services  | MAY 2001 |
| 52.246-25  | Limitation of Liability – Services                            | FEB 1997 |
| 52.247-63  | Preference for U.S. – Flag Air Carriers                       | JUN 2003 |
| 52.247-64  | Preference for Privately Owned U.S. - Flag Commercial Vessels | FEB 2006 |
| 52.249-2   | Termination for Convenience of Government (Fixed Price)       | APR 2012 |
| 52.249-8   | Default (Fixed-price Supply and Service)                      | APR 1984 |
| 52.253-1   | Computer Generated Forms                                      | JAN 1991 |

(End of Clause)

### I.3. General Services Administration Acquisition Manual (GSAM), Incorporated by Reference

#### I-I.3.1 GSAM Clauses Table

| CLAUSE #   | CLAUSE TITLE  | DATE     |
|------------|---|----------|
| 516.505    | Task-Order and Delivery-Order Ombudsman                 |          |
| 516.506    | Solicitation provisions and contract clauses            |          |
| 552.203-71 | Restriction on Advertising                              | SEP 1999 |
| 552.204-9  | Personal Identity Verification Requirements             | OCT 2012 |
| 552.215-70 | Examination of Records by GSA                           | FEB 1996 |
| 552.216-74 | Task Order and Delivery Order Ombudsman                 | AUG 2010 |
| 552.217-70 | Evaluation of Options                                   | AUG 1990 |
| 552.216-76 | Ordering Agency Task-Order and Delivery-Order Ombudsman | JAN 2017 |
| 552.219-75 | GSA Mentor/Protégé Program                              | SEP 2009 |
| 552.228-5  | Government as Additional Insured                        | MAY 2009 |

#### I.4. **52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Dec 2019)**

The Offeror shall not complete the representation in 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—

“Covered telecommunications equipment or services”, “critical technology”, and “substantial or essential component” have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. 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. Contractors are not prohibited from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(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 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.

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

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

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

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

(4) For equipment, 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)



## I.5.52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment **Aug 2020)**

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

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

“Covered foreign country” means The People’s Republic of China.

“Covered telecommunications equipment or services” means–

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“Critical technology” means–

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

- (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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

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

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

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

(b) *Prohibition.*

- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this

clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

- (2) Section 889 (a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing -

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

- (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

#### **1.6.FAR 52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications (OCT 2010)**

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor 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) Information on modifications of contracts or subcontracts for commercial items.

(A) If—

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or

subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include—

(1) 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.

(2) 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.

(3) 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 Contractor 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 clause, 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 Contractor's determination of the prices to be offered in the catalog or marketplace.

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

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

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

(End of clause)

### **I.7. FAR 52.216-18 Ordering (OCT 1995)**

(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 date of award through the life of this contract.

(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, this contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized by the Schedule.

(End of clause)

### **I.8. FAR 52.216-19 Order Limitations (OCT 1995)**

(a) *Minimum order.* When the government requires supplies or services covered by this contract in an amount of less than \$50 for the first four years and \$100 for each option year of the contract, the government is not obligated to purchase, nor is the contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The contractor is not obligated to honor:

(1) Any order for a single item in excess of \$10,000,000 in annual value;

(2) Any order for a combination of items in excess of \$10,000,000 in annual value; or

(3) A series of orders from the same ordering office within 0 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the government is not required to order a part of any one requirement from the contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) work days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the government may acquire the supplies or services from another source.

(End of clause)

### **I.9. FAR 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 beyond twelve (12) months after expiration of this contract.

(End of clause)

### **I.10. FAR 52.216-32 Task- Order and Delivery-Order Ombudsman (Sept 2019)**

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

GSA Task & Delivery Order Ombudsman: 1800 F Street NW, Washington, DC. 20405. Email: [gsaombudsman@gsa.gov](mailto:gsaombudsman@gsa.gov)

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested

by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(d) Contracts used by multiple agencies.

(1) This is a contract that is used by multiple agencies. Complaints from Contractors concerning orders placed under contracts used by multiple agencies are primarily reviewed by the task-order and delivery-order Ombudsman for the ordering activity.

(2) The ordering activity has designated the following task-order and delivery-order Ombudsman for this order:

GSA TASK & Delivery Order Ombudsman: 1800 F Street NW, Washington, DC. 20405. Email: [gsaombudsman@gsa.gov](mailto:gsaombudsman@gsa.gov)

(3) Before consulting with the task-order and delivery-order Ombudsman for the ordering activity, the Contractor is encouraged to first address complaints with the ordering activity's Contracting Officer for resolution. When requested by the Contractor, the task-order and delivery-order Ombudsman for the ordering activity may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

### **I.11. FAR 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 60 days of the expiration of the contract; provided that the government gives the contractor a preliminary written notice of its intent to extend at least 60 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 16 years.

(End of clause)

### **I.12. McNamara-O'Hara Service Contract Act (SCA)**

The following three SCA labor standards clauses and wage determination(s) apply only to new service requirement that is applicable to Service Contract Act effective as of November 2018. Any service order placed against an existing fair opportunity which was awarded prior to November 2018 does not apply to SCA.



| CLAUSE #  | CLAUSE TITLE  | DATE     |
|-----------|---|----------|
| 52.204-15 | Service Contract Reporting Requirements for Indefinite-Delivery Contracts | JAN 2014 |
| 52.222-41 | Service Contract Labor Standards  | MAY 2014 |
| 52.222-43 | Service Contract Labor Standards  | MAY 2014 |

**Wage Determination: IAW FAR 22.1008-1(a) Obtaining wage determinations**

If new service requirement that is applicable to Service Contract Act, new service requirement Agency Contracting officers may obtain most prevailing wage determinations using the WDOL website. Contracting officers may also use the Department of Labor’s e98 electronic process, located on the WDOL website, to request a wage determination directly from the Department of Labor. If the WDOL database does not contain the applicable prevailing wage determination for a contract action, the contracting officer must use the e98 process to request a wage determination from the Department of Labor.

**I.13. FAR 52.252-6 Authorized Deviations in Clauses (APR 1984)**

(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 GSAM (48 CFR Chapter 5) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of clause)

**I.14. GSAM 552.203-71 Restriction on Advertising (SEPT 1999)**

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: “This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government.”

### **I.15. GSAM 552.204-70 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)**

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

“Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment

(b) *Prohibition.* 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. Contractors are not prohibited from providing-

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Representation.* The Offeror or Contractor represents that it [ ] will or [X ] will not [Contractor to complete and submit to the Contracting Officer] provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

(d) *Disclosures.* If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer –

- (1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
- (2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

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

(End of clause)

#### **I.16. GSAM 552.215-70 Examination of Records by GSA (FEB 1996)**

The Contractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(End of clause)

#### **I.17. GSAM 552.252-6 Authorized Deviations in Clauses (SEP 1999)**

(a) *Deviations to FAR clauses.*

(1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of "(DEVIATION)" after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR clause no.))" after the date of the clause.

(b) *Deviations to GSAR clauses.* This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of "(DEVIATION)" after the date of the clause.

(c) “*Substantially the same as*” clauses. Changes in wording of clauses prescribed for use on a “substantially the same as” basis are not considered deviations.

(End of clause)

## **I.18. Special Clauses for Department of Defense Orders**

The following three DFARS clauses apply only to orders placed by the Department of Defense and do not impact any requirements elsewhere in the contract for data to be provided to GSA or any other Agency.

### **252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting.**

As prescribed in 204.7304(c), use the following clause:

#### **SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)**

(a) Definitions. As used in this clause—

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statement

on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapidly report” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data—Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations” (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at [osd.dibcsia@mail.mil](mailto:osd.dibcsia@mail.mil), within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized

representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall-

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—



- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
- (5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.
  - (j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.
  - (k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.
  - (l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor’s responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.
  - (m) Subcontracts. The Contractor shall—
    - (1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to—

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of 252.204-7012)

**252.209.7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (OCT 2015)**

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$35,000 with a firm, or a subsidiary of a firm, that is identified in the Exclusions section of the

System for Award Management (SAM Exclusions) as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a country that is a state sponsor of terrorism.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that

is identified, in SAM Exclusions, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a country that is a state sponsor of terrorism. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in SAM Exclusions.

(End of 252.209-7004)

**252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012)**

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

(1) “Contract financing payment” and “invoice payment” have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) “Electronic form” means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a

submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) "Receiving report" means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of 252.232-7003)

**(END OF SECTION I)**