

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30			1. REQUISITION NUMBER	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	
				5. SOLICITATION NUMBER 19AQMM21Q0050
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Katherine White		b. TELEPHONE NUMBER (No collect calls) 703-875-5854
				c. EMAIL whitekg@state.gov
8. OFFER DUE DATE / LOCAL TIME		05/12/2021		

9. ISSUED BY		CODE	LMAQM	10. THE ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR	
OFFICE OF ACQUISITION MANAGEMENT (A/LM/AQM)				<input checked="" type="checkbox"/> SMALL BUSINESS	<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
PO BOX 9115, ROSSLYN STATION				<input type="checkbox"/> HUBZONE SMALL BUSINESS	<input type="checkbox"/> EDWOSB
US DEPARTMENT OF STATE				<input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input type="checkbox"/> 8(A)
ARLINGTON, VA 22219				NAICS: 334111	
				SIZE STANDARD: is334111	

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED		12. DISCOUNT TERMS		13b. RATING	
<input type="checkbox"/> SEE SCHEDULE				<input type="checkbox"/> 13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)	
				14. METHOD OF SOLICITATION	
				<input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. DELIVER TO		CODE	IRM__	16. ADMINISTERED BY	
BUREAU OF INFORMATION RESOURCES MGMT (IRM)				CODE	
7001 NEWINGTON ROAD Suite 200					
IRM/FO/ITI/GITM C/O DYNCORP INTERNATIONAL					
LORTON, VA 22079					

17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY	
				CODE	
				PROGRAM MGMT ANALYSIS STAFF (IRM/OPS/PMA)	
				7374 BOSTON BLVD	
				SA-34	
				SPRINGFIELD, VA 22153	
Contact Telephone No.		Duns			

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
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See Line Items Section

25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT (For Govt. Use Only)	

<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	

<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.		<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
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30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT) Michael S. Dickson	31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 02/2012)  
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED    INSPECTED    ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )
		42c. DATE REC'D ( <i>YY/MM/DD</i> )

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## Section 0 - Commercial Items

### 2.001 - General

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This is a Blanket Purchase Agreement (BPA) against the Holder's GSA Schedule 70 contract. The BPA is subject to all terms and conditions of the GSA Schedule 70 contract and contained herein. Each BPA order will be subject to all terms and conditions of the GSA Schedule 70 contract, BPA, and contained in the order.

The period of performance for the BPA is one 60-month (5 year) base, plus five one-year option periods. The BPA is governed by the guidelines in FAR subparts 8.4 (Federal Supply Schedules) and 13.3 (Simplified Acquisition Methods). Orders will be placed in accordance with FAR 8.405-3(c) [Blanket Purchase Agreements (BPAs)].

### 2.002 - BPA ORDER TYPES

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The Government intends to utilize firm-fixed-price (FFP), as defined in FAR 16.202, task orders to the maximum extent practicable. However, the Government reserves the right to issue task orders utilizing the contract types, or a combination thereof, FFP, FPEPA, LH, or T&M as a commercial procurement per FAR 12.207.

### 2.003 - PRICING: NOT-TO-EXCEED (NTE) UNIT PRICES

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- a) Refer to Attachment "ACCESS CLIN SPREADSHEET" , which displays the BPA's negotiated NTE unit prices.
- b) The negotiated NTE unit prices are in United States currency.
- c) Each negotiated NTE unit price consists only of the elements/costs negotiated as part of the Holder's GSA Schedule 70 unit prices, including an unloaded unit cost, applicable indirect costs, profit amount, and Industrial Funding Fee (IFF). It does not consist of any other elements/costs.
- d) Any costs included in the negotiated NTE unit prices shall not be charged elsewhere under this BPA.
- e) At the order level, the Holder will be given an opportunity to propose unit prices that match or are lower than the respective negotiated NTE unit prices. The Holder will be paid only at unit prices that are equal to or are less than the respective negotiated NTE unit prices.
- f) At the order level, the Government will seek unit prices that are less than the respective negotiated NTE unit prices when the value of an order exceeds the simplified acquisition threshold.
- h) The unit price awarded as part of an individual order will apply only to that order.
- i) The negotiated NTE unit prices apply only to the unit descriptions specified in this section. Any additional unit descriptions will be specified and their associated prices will be proposed and awarded under the BPA modification process. However, before such modification takes place, the unit description must be listed on the Holder's GSA Schedule 70 contract.
- j) For fixed-price arrangements, the negotiated unit prices will be used to negotiate the fixed price for the arrangement.
- k) If, after BPA award, the Holder negotiates a GSA Schedule 70 unit price that is less than the respective NTE unit price negotiated in this BPA, the Holder shall notify this BPA's Contracting Officer within five business days of such negotiation. The Holder agrees to reduce the BPA's negotiated price to the newly-negotiated GSA Schedule 70 rate. Such reduction shall occur:
  - only for the BPA unit descriptions corresponding to the GSA Schedule 70 unit description whose price was newly negotiated;
  - only for the BPA period corresponding to the GSA Schedule 70 period in which the newly-negotiated GSA Schedule 70 price is effective;
  - via a modification to the BPA; and
  - retroactively to the effective date of the newly-negotiated GSA Schedule 70 price.

### 2.004 - OTHER GSA SCHEDULE 70 ITEMS

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- a) Supplies offered on the GSA Schedule are listed at fixed prices. When such supplies are offered under this BPA, they will be offered and negotiated at the order level.
- b) The Government will seek a price reduction for such supplies when the value of an order exceeds the simplified acquisition threshold.
- c) The Holder shall clearly identify such supplies in each quotation for each order.
- d) The Holder shall offer in each quotation for each order a GSA Schedule 70 item over an open market item (see next section) whenever applicable.

## **2.005 - OPEN MARKET ITEMS**

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- a) Open market items are defined under this BPA as “items not on the Holder’s GSA Schedule 70 contract.” See FAR 8.402(f) (General) for more information.
- b) Open market items will be proposed and negotiated at the order level unless:
  1. they are the same or similar items on the Holder's GSA Schedule 70 contract (see previous section); and
  2. they are already included in the negotiated GSA Schedule 70 unit prices and subsequently included in this BPA’s negotiated NTE unit prices.
- c) The Holder shall clearly identify each open market item in each quotation for each order. Open market items generally include other direct costs and costs for materials [as defined in FAR 52.212-4(e)(1)(iii) (Alternate I) (Contract Terms and Conditions - Commercial Items).

## **2.006 - BPA ESTIMATED VALUE**

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The estimated value of this BPA is \$5,000,000,000.00. This amount:

- includes direct costs, indirect costs, profit, and Industrial Funding Fee (IFF);
- is cumulative for all years of performance;
- serves as a ceiling amount;
- is not funded/obligated, as funding/obligation occurs at the order level;
- does not commit the Government to any liability; and
- cannot be exceeded unless the Holder submits advance written notice to the Contracting Officer, and the BPA is modified to reflect a new estimated value.

The Government is obligated only to the extent of authorized purchases actually made under the BPA.

## **3.001 - OVERVIEW**

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The DOS intends to establish multiple BPA contracts for approved commercial IT hardware products from capable contractors listed on Schedule 70. The overall goal is to provide Government with a fast and effective way to order IT hardware and software commodities, ancillary supplies, and services at discounted prices with prompt, cost effective delivery, while capturing economies of scale. At the DOS, the office that will utilize these BPA’s the most is the Global IT Modernization (GITM) Program but the BPA will be available to all Department offices.

The GITM Program resides within the Office of Information Resource Management (IRM). IRM’s mission is to create an interconnected, secure, and informed Department through a prioritized, secure, and innovative application of IT resources. The vision of IRM is to drive effective operations and collaboration across the Department, its partners, and foreign audiences.

The GITM Division (IRM/FO/ITI/GITM) supports the President’s Management Agenda of expanded electronic government by employing a common Information Technology (IT) that facilitates seamless sharing of information across agencies. GITM also supports the DOS’ efforts for IT Consolidation and the IT Strategic Plan by providing centralized unclassified and classified desktops, servers, and core local area network (LAN) IT equipment through a standardized lifecycle refresh process. GITM’s customer base spans the globe. In this capacity, GITM serves as the backbone to many mission critical functions throughout the Department and seeks to create expansive solutions via BPAs in conjunction with the Office of Acquisition Management (AQM) to support the long-term strategic plan and enable key day-to-day functions across all bureaus.

GITM's modernization of classified and unclassified systems protects the Department's substantial investment in IT infrastructure by keeping the Department's core IT infrastructure on a regular refresh cycle. GITM's program provides centralized management of the IT infrastructure under a single Program Management Office (PMO), facilitates changes required to support the Department's evolving business needs, and enhances the enterprise's overall security posture. This ensures that Department of State employees possess the latest hardware technology necessary to carry out the Department's foreign policy mission and enables collaboration with other U.S. Government agencies. GITM serves approximately 617 locations both domestically and overseas. These sites operate multiple data networks comprised of thousands of networking devices including servers, switches, desktops, and laptops, just to name a few.

Currently there are multiple repetitive hardware purchases made across the Department in support of mission critical functions that use various procurement methods ranging from Agency Catalogs to Department owned BPAs. Bureaus outside of IRM often are unaware of these solutions or pursue IT Equipment hardware purchases that result in acquiring equipment that is not compliant with Department networks or environments. The DOS seeks to establish a series of overarching BPA contracts to support these needs.

### 3.002 - SCOPE

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The multiple award BPAs will be a total solution against the GSA general purpose commercial information technology equipment, software, and ancillary services schedules in accordance with FAR 8.405-3 procedures to include:

#### Products

132 - 8 - Purchase of New Equipment

132 - 12 - Maintenance of Equipment, Repair Services and/or Repair/Spare Parts

#### Software

132 - 34 - Maintenance of Software as a Service

#### Other

70 - 500 - Order Level Material SIN

The fundamental scope of the IT equipment BPAs is to provide a total solution one-stop-shop in the Information Technology market to meet the needs of the US Department of State. The BPAs will include but are not limited to: 1. networking equipment, servers/storage/peripherals/multimedia, identity management/biometric hardware, end user devices, and associated Commercial-Off-the-Shelf (COTS) software.

The BPA's will provide a streamlined process for procuring IT hardware and software commodities, ancillary supplies and installation services that meet the DOS' IT baseline. The types of IT products that will be available through the BPAs **will include but not be limited to** the items listed in the attachment entitled "ACCESS CLIN SPREADSHEET" with a high-level summary as listed below:

- Laptops and associated equipment
- Tablets and associated equipment
- Desktops and associated equipment
- Printers and associated equipment
- Monitors and Smart TVs
- Video teleconferencing equipment
- Cellular phones and other handheld communications equipment
- KVM Consoles, Switches and associated equipment
- Webcams, Headsets and other telecommuting supplies
- Uninterruptible Power Supplies
- Hyper Converged Infrastructure (HCI), servers and associated equipment

All hardware delivered under these BPAs shall include associated software and associated peripherals required for operations (such as controllers, connectors, cables, drivers, adapters, etc.) as provided by the Original Equipment Manufacturer (OEM). This is true only if the applicable OEM provides such items with the product itself. It is anticipated that software licenses and ancillary services (maintenance/simple installation) acquired through these BPAs will fall under its related hardware BPA line-item number. The products acquired on these BPAs may be deployed for use in the full range of security domains, e.g., Unclassified through Top Secret classifications, Special Category (SPECAT) and compartments, such as, Sensitive Compartmented Information (SCI).

Specific standards, guidance, and applicable documents within the BPAs are written with the broad intent of accomplishing DOS customer IT hardware and software commodities network centric strategies. Specific strategies may evolve over time and, when appropriate, those offices will revise and replace their applicable standards accordingly. The BPA Holder shall conform to customer

strategies and visions, and adhere to the associated standards provided by the customer. Offices and bureaus may specify and substitute other standards, guidance, and applicable documents within their orders that are appropriate to provide solutions tailored to meet their requirements.

The BPA Holders full catalog of IT hardware, software, ancillary supplies and services and associated software (software that is included with the purchase of hardware) from the vendors underlying GSA Schedule 70 contract will be included and available under the resulting BPAs. BPA Holders proposing solutions for End User Devices not covered either by GSA Government-Wide Strategic Solutions (GSS) or CCS2 standard configurations must meet hardware configurations as defined by the customer at the delivery order level.

The BPAs do not obligate any funds. Funding will be identified on individual delivery orders. The Government is obligated only to the extent of orders placed under the established BPAs.

The Government estimates, but does not guarantee, that the total volume of purchases through these BPAs will be \$500,000,000.00 to \$1,000,000,000.00 annually and \$5,000,000,000.00 over 10-year BPA lifecycle. This is not a ceiling amount and the accumulated value of delivery orders issued under these BPAs may exceed this amount without modification to the BPAs.

### **3.003 - STATEMENT OF WORK**

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The objective of this acquisition is to partner with vendors that can provide efficient processes to cost effectively procure

- all required equipment, any associated software/licenses and warranty support to maintain DOS networks' continuing operations and maintenance;
- all required equipment, any associated software/licenses and warranty support to maintain the existing IT infrastructure; and
- all required equipment, any associated software/licenses and warranty support for projects to add, move, or upgrade/change the networks.

GITM anticipates that it will meet its IT infrastructure requirements by placing multiple, new equipment purchases throughout each contract year to support multiple networks with an increasing degree of hardware and software standardization. GITM further intends to aggregate its purchases for the purpose of maximizing economies of scale. The program follows Just-In-Time (JIT) inventory, delivery, and installation principles.

The DOS intends to continue provisioning for equipment, including timely upgrades, improvements, and technological enhancements when required. The vendor shall provide equipment for the seamless continued interoperability, capabilities and feature sets across the existing network infrastructure with new systems and components, interconnects, software, and end-user requirements. The vendor must meet all line-item general security requirements, detailed technical specifications, and general procurement/warranty requirements as specified in the technical specifications attached to each Delivery Order.

The vendor shall provide compliance focused procurement support, have a full understanding of the Federal Acquisition Regulations (FAR) and the myriad of requirements associated with Federal procurements including Buy American, TAA Compliance, Trade Agreements, Advance Notice and Consent, all elements of the National Defense Authorization Act (NDAA), and Section 508 of the Rehabilitation Act of 1973, as amended, including an analysis of Vendor-completed VPAT's found at: <http://www.itic.org/dotAsset/5644ecd2-5024-417f-bc23-a52650f47ef8.doc> when requested. Additional information can be found at: [http://diplopedia.state.gov/index.php?title=IMPACT\\_Procurement\\_\(VPAT/GPAT\\_Information\)](http://diplopedia.state.gov/index.php?title=IMPACT_Procurement_(VPAT/GPAT_Information)).

The vendor shall have three (3) complete VPATs for

1. Desktops;
2. Laptops; and
3. Printers

VPATs will not be required at this time for other items appearing on the attachment "ACCESS CLIN SPREADSHEET".

### **3.004 - REQUIREMENTS FOR ORDERS UNDER THE BPA**

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The BPA Holder(s) shall adhere to requirements in the following paragraphs when providing products. These paragraphs describe general product requirements, types of products that are considered to comprise each of the product categories, and guidelines for product support.

For every order placed under this BPA the contractor shall:

- Provide estimated delivery status upon issuance of a DOS Delivery Order. This enables the Government to manage schedule and costs effectively, as well as meet Government reporting requirements and to facilitate the Government's ability to plan and schedule work.

In performance under this BPA the vendor shall:

- Have established processes for expediting orders and deliveries and established processes for escalations of issues.
- Provide for both large and small quantity purchase requirements.

**General Product Requirements.** All products provided under these BPAs shall conform to the guidelines detailed in the following paragraphs.

**Hardware and Associated Software and Peripherals.** All hardware delivered under these BPAs shall include associated software and associated peripherals required for operations (such as controllers, connectors, cables, drivers, adapters, etc.) as provided by the Original Equipment Manufacturer (OEM). This is true only if the applicable OEM provides such items with the product itself.

**Cybersecurity Technical Considerations.** The BPA Holder shall ensure that all applicable Commercial-Off-The-Shelf (COTS) and enabled products comply with Department of State cybersecurity guidelines when specified by the Ordering Agency Contracting Officer at the RFQ level.

**Supply Chain Risk Management (SCRM)** Orders placed under the BPA, may include in their order- level solicitations additional SCRM-related clauses, regulations, or policies. The supply chain shall span from the lowest sub-component producer or manufacturer to the delivery point of the BPA Holder, or its designated agent, such as a distributor.

The BPA Holder's SCRM plan, implementation, and risk assessment methodology processes shall follow NIST SP 800-161 (<https://csrc.nist.gov/publications/detail/sp/800-161/final>) and NISTIR 7622 (<https://csrc.nist.gov/publications/detail/nistir/7622/final>) guidelines, ensuring application to the BPA Holder and their suppliers, partners, distributors, and any other entity that is responsible for handling or managing the supply chain of the products offered under these BPAs. If a BPA Holder represents a Prime/Subcontractor relationship then all SCRM plan requirements shall also be flowed down to the respective subcontractor(s). The Prime shall be responsible for SCRM plan implementation and adhere to reporting requirements represented by the defined relationship.

During the BPA period of performance, the BPA Holder shall provide an annual report to the BPA Contracting Officer, Program Manager, and COR on their SCRM activities related to these BPAs due upon the anniversary of the BPA award and continuing on subsequent anniversary dates of the BPA holder's award date until the end of the BPA period of performance. The report shall include reporting on the detection of all SCRM compromises/incidences associated with the performance under the BPA, mitigation actions taken, and any resultant impacts to hardware, software, firmware and data/information consistent with NIST SP 800-161.

The DOS reserves the right to verify/validate performance against SCRM plan requirements through assessment and inspection of the BPA Holder's facilities and programs in accordance with proper notification procedures and contractual clauses. Successful incident identification and remediation will be viewed favorably with respect to overall strength of SCRM security program execution. During the BPA period of performance, the BPA Holder shall provide a SCRM Plan Update to the BPA Contracting Officer, Program Manager, and the COR within ten business days whenever there is a change that affects one or more CNSSI 1253 security controls. At a minimum the following events substantiate the need for an update: changes in company ownership, changes in senior company leadership, supplier changes, including new capabilities added through new vendors or components, subcontractor changes, and Information and Communication Technology (ICT) supply chain compromises.

**Authorized Resellers.** The Contractor may be an authorized reseller, as defined by the Original Equipment Manufacturer (OEM), of new equipment from OEMs quoted under these BPAs. Authorized Resellers must possess a valid Letter of Supply (LOS) for each of the OEMs products that they are quoting. The ordering office's RFQ orders may restrict the use of specific OEMs or identify required OEMs. The BPA Holder shall ensure all products are genuine and eligible for any OEM warranties, maintenance agreements and licensing as quoted. A product is genuine if it is not counterfeited, imitated, tampered or adulterated and is not gray market, remanufactured, or refurbished.

**Technical Refreshes.** In order to ensure new design enhancements and technological updates/advances, the BPA Holder shall quote the latest GSA schedule compliant, commercially available hardware and software technology components or products to the end user/

customer. Any capabilities impacting requirements must be identified for possible risk assessment by the customer. The BPA Holder shall support end user/customer issue resolution with the OEM in accordance with the requirements.

### **Evaluation Units--First Article Testing**

1. One (1) testing and evaluation units of each awarded configuration are required at no cost to the Government.
2. Required for all Technology Refresh Requests as well as all individually awarded contracts.
3. Upon award, please contact the GITM Procurement at GITMProcurement@state.gov to arrange for delivery of one (1) of each awarded .configuration to the GITM System Engineering Test Facility for QA, Compliance and Image Testing within fourteen (14) calendar days of award.
4. Once GITM approves the test units and communicates the acceptance to the Vendor, the Vendor has thirty (30) days from notification to begin delivery. GITM will coordinate with the vendor return of the first article testing unit.

**Products.** The BPA Holder shall provide all products, peripherals, and associated peripheral equipment as required by each individual delivery order. The “products” are commercial items as defined by FAR 2.101. All documentation, software, and user guides that are commercially packaged with the product shall be provided to the Government. All quoted products must be compliant with the Trade Agreements Act of 1979 (TAA). If TAA-compliant products cannot be found, then the BPA Holder may ask the government whether a waiver can be granted.

**Quality Certification.** Quoters who currently possess ISO 9001:2015 certification will be rated more favorably. Verification requirements include a copy of the Quoter’s certification from an approved ISO 9001:2015 independent certification body. The Quoter shall provide the contact information that includes the name of the Certification body and name, address, phone number, and email of the representative who provided the ISO 9001:2015 certification. The Quoter shall make reference to the page number and paragraph of the certification or letter that determined the approval of the ISO 9001:2015 Certification.

**Acquisition of EPEAT®- Registered Servers.** Under these BPAs, the BPA Holder shall deliver, furnish for Government use, or furnish for Contractor use at a federally controlled facility, servers that, at the time of submission of quote and at the time of award, are EPEAT® bronze registered or higher. For information about EPEAT®, see [www.epa.gov/peat](http://www.epa.gov/peat). The ordering office’s RFQ may specify or identify EPEAT servers at the individual RFQ level.

**Facility Clearance Level (FCL).** Quoters with Secret or Top Secret FCL will be rated more favorably. Verification of the FCL will be accomplished by DOS contacting the Defense Security Service (DSS). BPA Quoters are not required to have a top secret or secret FCL clearance level to submit a quote in response to the BPA RFQ and be considered for BPA award.

**Product Support Requirements.** The BPA Holder shall adhere to the following product support requirements when providing products under the BPA delivery orders.

**Custom Imaging.** When a subclin is present, the Department may request custom image installations to the associated product within the attached equipment list. For task orders where the custom imaging subclin is utilized with the corresponding parent CLIN, the vendor will follow the steps detailed below:

Using a device already approved for delivery to the Department of State (DOS) or one supplied by the OEM for approval consideration:

- DOS creates bootable operating system image and supplies to vendor through electronic or physical delivery.
- Vendor loads the image and device-specific drivers onto newly approved models.
- Vendor will customize the BIOS and/or the UEFI settings to DOS specifications.
- Vendor tests basic functionality and sends first article to DOS for testing and validation.
- DOS confirms combination of system and DOS-provided image working together.
- DOS approves image for use on specified model of hardware / firmware.
- Vendor loads image on new units.
- Vendor ships units to DOS for further configuration.

**Installation.** In instances where installation services are required, the BPA Holder shall provide installation support related to the applicable product(s) as defined in the delivery order. In those instances, the requirements will be addressed in the individual delivery order and identify the applicable security level necessary for the BPA Holder to perform required installation services. If installation is required in a secure customer operating environment, the DD Form 254 (DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION) requirements will be addressed in the individual task order by the ordering activity for the appropriate security level.

**Warranty/Maintenance Agreements.** The BPA Holder shall provide standard original equipment manufacturer’s product warranty in accordance with the GSA Schedule 70 contract terms and conditions unless specified otherwise by the ordering contracting office. The vendor shall provide the Government with a standard warranty period, and the possibility for extended warranties when requested.

In accordance with FAR 46.706(b)(5), the vendor shall stamp or mark the items delivered, or otherwise furnish notice with the items, of the existence of a warranty, if any. Sufficient information shall be presented for users to identify warranted items. Warranty information shall include the terms and duration of the warranty and the name and telephone number of the Contracting Officer to be notified if the items are found to be defective. Additionally,

1. Worldwide manufacturer warranty is required for parts and labor on all components.
2. Vendor pickup and delivery at the specified address per task order for warranty returns will be guaranteed by the Vendor, at no additional cost to the Government, within 3 business days of Vendor notification.
3. Units received for repair under warranty must be returned to DOS at the address above within 30 days of Vendor pickup.
4. If award is made to a Vendor who is a non-manufacturer, the Vendor will coordinate with the manufacturer for any warranty repairs/concerns.

**NOTE:** In some instances, warranty work may not be completed at overseas locations by uncleared personnel. However, some DOS affiliated organizations may permit these activities.

**Equipment Condition.** All equipment delivered under this contract shall be in new condition in accordance with the vendor's contract. Remanufactured or reconditioned equipment shall not be acceptable. The Contracting Officer, with input from the Contracting Officer's Representative (COR), shall accept or reject the vendor's request for any equipment substitutions in writing. New equipment may be added and old equipment deleted from the equipment lists during the period of performance of this contract.

**Customer Support.** The BPA Holder shall provide live technical support, as required by the ordering activities' RFQs, during the warranty period to assist in isolating, identifying, and repairing software and hardware failures, or to act as liaison with the manufacturer in the event that the customer requires assistance in contacting or dealing with the manufacturer for contractually covered maintenance/sustainment requirements (e.g. Product updates/upgrades, patches, spares, on-site support).

### **Third Party Components**

1. DOS does not allow use of third party component substitutions in any Equipment Configurations offered under a Brand Name. All items, including configuration components and arrangement, must conform to the Descriptions and Part Numbers found on the order.
2. Random Quality Assurance will be conducted to ensure conformance.
3. If it is determined that third party components were used in violation of this order and resulting in the compromise of equipment warranties or any other cost to the Government, the Vendor will assume said costs and other remedies may be available to the Government in accordance with the Termination for Cause clause in FAR 52.212-4(m).
4. Any infraction as above will be recorded in the Vendor's Past Performance File.

**Remanufactured/Refurbished Products.** No gray market, remanufactured, or refurbished products shall be listed or quoted under these Multiple Award BPAs.

**Brand Name.** The DOS requires authentic, brand name products on a Delivery Order basis. Whitebox solutions and gray market products shall not be acceptable. DOS understands that a vendor may not recertify as an authorized reseller, therefore every order is to include proof that the vendor is an authorized reseller. Since GITM's specific requirements for brand name equipment will be defined by each specific delivery order, the vendor's quote shall include all relevant equipment presently available on the BPA contract as well as brand name equipment which may be added to the contract during the anticipated period of performance through 05/31/2032.

**Vendor Responsibilities.** The vendor shall be responsible for providing all personnel and services to meet the following requirements. The vendor is required to:

- Provide a report for all items that are near End-of-Life (EOL).
- Procure all required equipment and deliver it within defined timelines.
- Provide experienced and qualified personnel to perform the required services in accordance with best practices and standards.
- Determine and implement appropriate solutions to procurement problems.

The Vendor may not substitute any item listed in a Delivery Order without prior written approval by the Contracting Officer.

- No other individual is authorized to change Part Numbers, manufacturers, quantities, delivery dates or any other specifications of this award either verbally or in writing.
- Items, including configuration components and arrangement, that do not conform to the Descriptions and Part Numbers found on the order will be rejected at the time of delivery at Vendor's risk and expense.
- Items not in compliance will be returned to the Vendor at no additional cost to the Department and comments will be recorded in the Vendor's Past Performance File.
- Random Quality Assurance will be conducted to ensure conformance.

The successful vendor(s) shall provide GITM with a dedicated Account Manager(s) who will serve as primary Point of Contact and be responsible for producing reports detailing all equipment purchased and maintained by GITM as described in detail below.

**Period of Performance.** The Period of Performance (PoP) will be ten years, consisting of one, 60-month, 5- year base and 5 one-year options starting approximately 1 June 2021 and ending on 31 May 2032.

**Deliverables.** The vendor shall provide monthly order transactions reports listing all equipment orders in process or completed for the reporting period sortable by DOS DO number. Drop shipment/shipments direct from distribution centers are not authorized without prior written approval of the Contracting Officer (CO) and the assigned Contracting Officer Representative (COR) listed on the delivery order. Partial deliveries are not authorized without prior written approval of the CO and the COR. Deviation from delivery schedule is not authorized without written approval of the CO and COR. A vendor with pending orders, shall provide the reports electronically to the assigned COR NLT than the 10th of each month, unless that day is a holiday (due the next business day). The report, prepared on a monthly basis shall follow the below format in excel:

- **Column A, “Contract Number”** Enter the Contract Number including hyphens. (e.g. W91QUZ-19-D-XXXX). Contract numbers that are formatted incorrectly will be rejected. The same Contract Number must be entered in every transaction row.
- **Column B, “Order Number”** Enter the delivery order number. Must be unique when combined with columns Contract Number, Transaction Date, Manufacturer Part Number, Part Description, Part Quantity, Part Unit Price, Part Extended Dollar Amount, and Shipping Item Palletization.
- **Column C, “Modification Number”** Required when reporting mods. This may be a vendor or customer assigned number. Mod numbers indicate that a previously reported transaction has been changed by a customer (e.g. 1, P00004). Report mods that change quantities, dollar values or products. Mods must reflect the date of the mod NOT the original transaction date. DO NOT change original transaction dates to reflect mod dates. Cancellations are NOT considered mods (see instructions for column F below). If no mods, leave blank.
- **Column D, “Transaction Type”** Enter CC for a credit card purchase or DO for a Delivery Order. Cannot be left blank.
- **Column E, “Date of Transaction”** Must reflect the effective date of the order. For example: Date signed by Contracting Officer on the delivery order or the date the order is entered in the contractor’s system for a credit card purchase. (e.g. 14-FEB-2020)
- **Column F, “Date Transaction Cancelled”** Must contain the date that an order or mod was cancelled. (e.g. 14-FEB-2020) If an entire order is cancelled, including all associated mods, all rows associated with the order must include the date cancelled. A mod may be cancelled without cancelling the rest of the order. The date cancelled must be entered only in the rows for the mod being cancelled. When cancelling an order, you may enter a negative value for the Part Quantity, Part Extended Dollar Amount, and Dollar Amount of Transaction on a separate line. Please ensure all these values are negative so as not to double count.
- **Column G, “Manufacturer Part Number”** Manufacturer Part Number, unique contract identifier of item being ordered (as identified in contract).
- **Column H, “Part Description”** A short description of the item that was purchased (OEM, Make, Model)
- **Column I, “Part Quantity”** Quantity of item being ordered. Cannot be left blank or be zero (0).
- **Column J, “MSRP Unit Price”** Commercial price per item. Price should reflect the unit price in dollars and cents. Do NOT round up to whole dollars, and use only two decimal places to indicate “cents”. (e.g. 10125.15)
- **Column K, “MSRP Extended Dollar Amount”** MSRP Extended Unit Price = (part quantity x MSRP unit price). Do NOT round up to whole dollars, and use only two decimal places to indicate “cents.” (e.g. 10125.15)
- **Column L, “Part Unit Price”** Price per item. Price should reflect the unit price in dollars and cents. Do NOT round up to whole dollars, and use only two decimal places to indicate “cents”. (e.g. 10125.15)
- **Column M, “Part Extended Dollar Amount”** Extended Dollar Amount = (Part Quantity x Part unit price). Do NOT round up to whole dollars, and use only two decimal places to indicate “cents.” (e.g. 10125.15) The sum of this column must equal the amount reported in column “AK”.
- **Column N “Dollar Amount of Transaction”** The dollar amount reflected in Column N (Dollar amount of Transaction) must equal the sum of column M (Part Extended Dollar Amount) where all order and mod values are the same. The dollar amount of the transaction must be repeated in every row containing the same order and mod number combination associated with the transaction in Column N. Do NOT round up to whole dollars, and use only **two** decimal places to indicate “cents.” (e.g. 10125.15)
- **Column O, “Requesting Office”** Enter End User/Requesting Office name as it appears on the DO.
- **Column P, “Requisition Number”** The requisition number from the DO.
- **Column Q, “Ordering Contracting Office”** Enter the ordering Contracting Office executing delivery order.
- **Column R, “Manufacturer”** Name of Original Equipment Manufacturer (OEM).
- **Column S, “Major End Item”** A final combination of end products ready for its intended use (e.g. standard desktop, lightweight notebook, tablet/slate, etc.)

- **Column T, “Operating System”** Operating System installed. Naming convention is first three letters of OS, + version number (e.g. Win10, IOS9, etc.)
- **Column U “POC Last Name”** Ship-to Customer’s Last Name
- **Column V “POC First Name”** Ship-to Customer’s First Name
- **Column W “POC Title”** Ship-to Customer’s Title (e.g. COL, Mr. Mrs., Ms., etc.)
- **Column X, “Telephone Number”** Ship-to Customer’s telephone number. (e.g. 9999999999)
- **Column Y, “E-mail Address”** Ship-to Customer’s e-mail address
- **Column Z, “Street Address 1”** First line of Customer’s Ship-To address
- **Column AA, “Street Address 2”** Second line of Customer’s Ship-To address
- **Column AB, “Street Address 3”** Third line of Customer’s Ship-To address
- **Column AC, “City”**Customer’s Ship-To City Orders shipped to an APO address where the destination country is NOT known enter the appropriate APO code (AE,AP,AA) in this column: AE: Europe, Middle East, Africa and portions of Canada; AP: The Pacific; AA: The Americas and portions of Canada
- **Column AD, “State”** Customer’s Ship-To State for United States (US) only. Use Post Office two-character abbreviation. LEAVE BLANK IF NOT United States (US)
- **Column AE, “Country”** Indicate the Ship-To Country Entry must be “US” for the United States or country code.
- **Column AF, “5-digit Zip Code”** Five-digit Customer Ship-To zip code
- **Column AG, “4-digit Zip Code Ext.”** Four-digit extension Customer Ship-To zip code
- **Column AH, “Scheduled Ship Date”** Date scheduled to ships.
- **Column AI, “Actual Ship Date”** Date order ships.
- **Column AJ, “Comments”** Free text for vendor/reseller notes.
- **Column AK, “Vendor Reported Total for this file”** The sales on contract that are included in the current file being submitted. This should amount to the sum of column M “Part Extended Dollar Amount” (e.g. 10125.15). All rows in this column should contain identical values. If the amount differs from the sum amount or contains more than a single value for all rows, an error will occur.
- **Column AL, “Contract Sales to Date”** Total sales to date on this contract (e.g. 141752.10). This number should be a cumulative sum of all sales since contract award. All rows in this column should contain identical values.
- **Column AM, “File Name”** File name shall follow the correct file naming convention and should be exactly the same for all rows. File names in this column must match document file name. The file name should change with each submission to include revisions (e.g.ContractNumber\_OT\_yyyy\_mm\_dd\_20161\_REV1.xls). All rows in this column should contain identical values

**On-Ramp Procedures.** The Government will review BPA performance and requirements on an annual basis and determine the necessity of on-ramping. The Government reserves the right to announce and issue a new solicitation for the purposes of: (i) including additional Contractors to expeditiously meet the requirement as the need for increased assessments materialize; and (ii) increasing the small business pool of Contractors; and (iii) increasing competition. The Government may implement on-ramp procedures at any time by reopening the competition and utilizing the same basis of award established in the initial solicitation. Any resulting BPA(s) awarded will include the same terms and conditions as the current basic contract. Implementing this procedure will not affect the overall period of performance for the basic agreement.

**Off-Ramp Procedures.** The Government reserves the right to implement off-ramp procedures, which would result in the removal of BPA holders. The criteria for off-ramping may include, but is not limited to, BPA holders not proposing on order request(s), failure to meet deliverable requirements, failure to meet delivery requirements as outlined in section 6.003, failure to adhere to the accepted SCRM plan, and/or unsatisfactorily meeting the BPA requirements. If implemented, off-ramp procedures will remove BPA holders by not exercising the next available ordering period or cancelling the BPA with the specific vendor. If immediate administrative action is required and the following option period is more than nine months from evaluation, the Government reserves the right to proceed with cancelling the BPA with the specific vendor through the most appropriate method of termination.

#### **4.001 - Packaging and Marking**

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Subject to change and unless indicated otherwise on the delivery order, the vendor shall deliver all equipment to the following government location for storage and further distribution:

Department of State  
IRM/FO/ITI/GITM  
C/O DynCorp International  
7001 Newington Road

Lorton, VA 22079

The vendor shall provide detailed packing slips for each shipment that includes the following information provided within the original Delivery Order:

- GITM (or Office) Project ID
- DOS DO Number

#### **4.002 - PACKING LIST**

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1. An electronic copy of the packing list detailing Vendor, Government Order Number (19AQMM#####), Government Requisition/Reference Number (19AQMM#####), quantity delivered, CLIN (if applicable), OEM part number, and OEM serial (if applicable) shall be emailed to the Purchase Support Manager at GITMProcurement@state.gov at least one (1) business day prior to delivery.
2. A Packing List shall accompany each shipment, shall be attached to the outside (not inside) of an outermost box or container, and shall include the following information:
  - (a) Name and address of Consignor.
  - (b) Name and address of Consignee.
  - (c) Government Order Number (19AQMM#####) found in Block 3 of DoS Form 347: Order for Supplies and Services.
  - (d) Government Requisition/Reference Number (19AQMM#####) found in Block 4 of DoS Form 347: Order for Supplies and Services.
  - (e) Description of each item shipped as contained within boxes or containers, including CLIN (if applicable), OEM part number, OEM serial number (if applicable), item number (if the equipment is modified from its original manufactured state), quantity delivered, number of containers, and package number (if applicable).
  - (f) If multiple order line items have been assembled into a major component, packing list must show information from item (e) above for each individual order item within the major component.
  - (g) Pallet count and box count.

#### **4.003 - Marking**

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1. Every pallet, container, or stand alone box/package (not the individual items located in them), shall be clearly marked with the following (all "Block" references are to DoS Form 347: Order for Supplies and Services):
  - (a) Government Order Number (19AQMM#####) found in Block 3.
  - (b) Government Requisition/Reference Number (19AQMM#####) found in Block 4.
  - (c) Consignee address as shown in Block 6.
  - (d) Name and address of the Contractor in Block 7.
  - (e) OEM part number in human readable and bar code form.
  - (f) OEM serial number (if applicable) in human readable and bar code form.
  - (g) CLIN (if applicable).

For example, a shrink wrapped pallet with 24 boxes on it will have one label with items (a) – (g) on the label with the label being placed in a clearly visible secured location.

1. Every box/package containing one or more items within the box/package must include the following information for each item contained therein:
  - (a) Quantity of items.
  - (b) OEM part number in human readable and bar code form.
  - (c) OEM serial number (if applicable) in human readable and bar code form.
  - (d) CLIN (if applicable)

For example, a box with 12 smaller boxes within it, each of the 12 smaller boxes will have a label with items (a) – (g) on it with the label being placed in a clearly visible secured location on the outside of each smaller box.

1. If the equipment is modified from its original manufactured state, a new Part Number must be assigned, marked, and Bar-Coded on the container.
2. If the equipment is modified, the original OEM Part Number and Bar-Code may not be obscured or removed.

3. If a new Serial Number is assigned, it must be marked and Bar-Coded on the container as above.
4. If single line items have been assembled into a major component, shipping documents must account for the individual items shipped within the major component.

### 5.001 - ACCEPTANCE

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In accordance with Department of State Foreign Affairs Handbook (FAH) 14 FAH-2 H-523.3:

“[a]cceptance is an acknowledgement by an authorized U.S. Government representative that supplies or services conform to the contract’s quality and quantity requirements. Acceptance may take place before delivery, at the time of delivery, or after delivery depending on the contract provisions. However, supplies or services are not, ordinarily, accepted before quality assurance actions have been completed (reference FAR 48 CFR 46.501).”

In the context of the proposed BPAs, acceptance will occur at the delivery/task order level at the receiving location indicated for each individual order by an authorized U.S. Government representative. Orders that are not accepted by the government or do not align with the specific requirements outlined within the BPAs or order instructions may be returned at no cost to the Government.

### 5.002 - INSPECTION

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As defined in the Federal Acquisition Regulations, FAR 2.101,

“[i]nspection means examining and testing supplies or services (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether they conform to contract requirements.”

Inspection for all orders will occur within ten (10) business days of delivery at which time acceptance will be confirmed or rejected.

### 6.001 - PRODUCT DELIVERY CAPABILITIES

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The BPA Holder shall deliver the quantities of the specified products in the attachment labeled “ACCESS CLIN SPREADSHEET” to meet ordinary as well as fluctuating (i.e. special instances such as War-time, Terrorist Tempo, Ops Tempo) government requirements in accordance with prescribed delivery schedules stipulated in individual delivery orders.

Delivery of products will be to CONUS, OCONUS, and remote locations as identified below.

Additional delivery terms or schedules, such as ship-in-place, expedited shipping or shipping to Army Post Office (APO)/Fleet Post Office (FPO) addresses, shall be negotiated between the BPA Holder and the Ordering Agency Contracting Officer at the delivery order level. The BPA Holder shall have the capability to simultaneously deliver large volumes of products to multiple locations worldwide.

1. CONUS: The 48 contiguous states, Alaska, Hawaii, and the District of Columbia.
2. Named OCONUS: Outside the Continental United States.
3. Remote OCONUS: Will be identified at the RFQ stage by the ordering activity for those locations that are not listed under CONUS or Named OCONUS. (e.g. Forward Operating Bases in Afghanistan).

The following figure sets forth the maximum performance parameters for deliveries:

<b>Timeframe</b>	<b>CONUS</b>	<b>OCONUS</b>	<b>Remote OCONUS</b>
Routine	NLT 30 calendar days	NLT 45 calendar days	NLT 45 calendar days
Critical	NLT 3 calendar days	NLT 5 calendar days	NLT 10 calendar days
Emergency/War Tempo	Within 24 hrs	Within 48 hrs	Within 72 hrs

### 6.002 - DELIVERY DAYS

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The BPA Holder is expected to meet the timeframes stated in the above table unless catastrophic events or unforeseen circumstances prevent the BPA Holder from meeting these timeframes. Specific delivery day time frames per order will be specified at the individual task order level.

In the event that the BPA Holder determines they are unable to achieve the stated timeframes, the BPA Holder shall notify the Ordering Agency Contracting Officer, the Contracting Officer Representative, as well as the task order delivery point of contact and the signing Contracting Officer within two (2) business days of such determination.

### 6.003 - DELIVERY METRICS

On-Time Delivery	Score	Remediation Required
100% - 95%	Excellent	No
94% - 90%	Good	No
89% - 85%	Fair	Yes
<b>Below 84%</b>	<b>Poor</b>	<b>Yes</b>

If a vendor fails to score 90% or higher for on-time delivery more than two successive times during the annual reporting process, then the vendor will be required to prepare a remediation report, explaining how they plan to improve their delivery performance. The COR will monitor delivery based on the OT Report as described in Section 3.004 on a monthly basis. A rating of "Fair" or "Poor" would indicate instances of failing to meet agreed upon delivery terms as specified within individual task orders. This may include but is not limited to failure to deliver to the specified address or failure to meet the specified delivery time frame without proactive communication with both the COR and task order signing Contracting Officer.

If a vendor is asked to address their delivery performance and prepare a remediation report more than two times during the annual reporting cycle, then the Government would not be inclined towards renewing additional option years for that vendor as noted in the off-ramping section of 3.004.

**NOTE:** Delivery times will be agreed to **before task order award**. Vendors should not submit an offer or accept an award and then see if they can find the product.

#### Rate of returns, order accuracy, damaged goods

The government will keep a tally of all inaccurate or damaged deliveries and divide it by the total number of orders for the year. The acceptable level of inaccurate or damaged goods is 3% over the year of performance.

**Order Accuracy:** Errors should be no more than 3% over the course of the annual reporting cycle (fiscal year).

**Damaged Goods:** Errors should be no more than 3% over the course of the annual reporting cycle (fiscal year).

#### Responsiveness

Your goal should be to have a minimal number of orders failing to meet delivery timelines and completeness. The government will track the number of government hours spent resolving performance issues. The acceptable time to resolution is no more than 24 hours for each task order. Those contractors that fail to meet this metric can be off-ramped. The Contract Specialist, CO and/or COR will provide the time to resolution once the items are successfully delivered and accepted. A vendor should have no more than five incidents of "unresponsiveness" over the course of the annual reporting cycle.

**NOTE:** The government understands that some incidents and problems may take longer than 24 hours to fully resolve. In those instances, the goal is to respond to customer inquiries and concerns in a timely fashion, with a resolution in mind.

### 6.004 - ITEMS ON BACKORDER

The BPA Holder shall provide notification to the Ordering Agency Contracting Officer within two (2) business days that a particular item is on backorder, and what the expected lead-time is to fulfill the order, etc. It shall be implicit that a response to an RFQ with no items identified on backorder, is a declaration that the items are available at the time of quote submission. Requirements with custom build timelines will specify additional delivery requirements and benchmarks at the task order level.

Backordered items shall be included on the monthly Order Transactions report to the COR under the column "Comments" as listed in Section 3.004 Deliverables. No more than 10% of items ordered in the annual reporting period should be on backorder. Vendors that exceed this threshold during the annual reporting cycle may be off-ramped from the contract at the government's discretion.



## **6.005 - MATERIAL TRACKING PROCESS**

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The BPA Holder shall establish and provide a qualified workforce capable of performing the required tasks. The workforce may include a project/delivery order manager who will oversee all aspects of the delivery orders. The BPA Holder shall use key performance parameters to monitor work performance, measure results, ensure delivery of contracted product deliverables and solutions, support management and decision-making and facilitate communications. The BPA Holder shall identify risks, resolve problems and verify effectiveness of corrective actions. The BPA Holder shall institute and maintain a process that ensures problems and action items discussed with the Government are tracked through resolution and shall provide timely status reporting. Results of the BPA Holder's actions taken to improve performance shall be tracked, and lessons learned incorporated into applicable processes. The BPA Holder shall establish and maintain a documented set of processes for administering all BPAs and delivery order efforts with an emphasis on cost-efficiency, schedule, performance, responsiveness, and consistent high-quality delivery. Delivery orders may prescribe definition of qualified workforce such as US citizens or personnel with required clearances. Vendors that hold the ISO 9001:2015 certification will be rated more favorably.

## **6.006 - ORDER TRACKING (PROPERTY ACCOUNTABILITY/ASSET MANAGEMENT)**

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The BPA Holder shall maintain an order tracking system that permits ordering offices to track the location of an order at any time, from the moment the order is shipped, to the point of delivery and acceptance.

## **6.007 - ASSET TAGGING**

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The DOS will require all order supplies valued at \$200 or greater to be tagged and labeled as outlined below. All asset tagging/labeling should be durable to withstand standard equipment use for the lifecycle of the specific supply and follow the below guidance:

- All barcodes must conform to DOS standards.
- The Vendor will source and print asset tags and labels.
- The DOS will provide specific requirements of asset tag and label (dimensions, type, numbers, barcoding, location, etc.) to be produced by the vendor.
- The Vendor will adhere to Department provided instructions for the location of the tag of the equipment – ie. “VENDOR will place a barcode on the outside of the box that has the asset tag number on it.”
- For high use items, such as cell phones, more robust asset tags may be requested 19AQMM21Q0050 - ie; Waterproof or laminated labels.
- Vendor to advise when a new model is unable to accommodate labels/locations.
- As mentioned in 3.004, Deliverables, the Vendor will provide DOS with list of devices and associated barcodes according to specified format (i.e. Excel or CSV file) in accordance with required timeframe and as needed on an adhoc basis.

## **7.001 - GOVERNMENT POINTS OF CONTACT**

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The below list represents the supporting government points of contact supporting this solicitation.

Katherine F. Lugo, Contracting Officer	weakley-lugokf@state.gov
Katherine G. White, Contract Specialist	whitekg@state.gov

All correspondence shall be directed to via emails to these points of contact unless otherwise specified.

## **8.001 - BPA TERMS AND CONDITIONS**

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1. All terms and conditions of the BPA Holder's awarded GSA Schedule 70 contract shall apply to the BPAs. The terms and conditions of the BPA Holder's GSA Schedule 70 contract shall prevail over the BPAs and all orders, except to the extent that lower

prices and delivery terms in the established BPAs shall take precedence over higher prices in the BPA Holder's GSA Schedule 70 contract. Ordering activities delivery terms may extend beyond the BPA delivery terms if included in the ordering activities terms and conditions of individual task orders.

2. The awarded BPA Holders shall ensure that the products on its GSA Schedule contract reflect the part number assigned by the OEM. Awarded BPA Holders are required to ensure that its products are sourced directly from the OEM or an OEM authorized channel partner.

3. At no time shall BPA prices exceed awarded prices on the BPA Holder's GSA Schedule 70 MAS contract. The discount pricing relationship established on the BPA for each BPA Holder/CTA team member shall be maintained throughout the life of the BPAs unless modified by the BPA Contracting Officer. At the time each order is placed, pricing will be based on the current Schedule contract pricing adjusted for the BPA discount.

4. BPA Holders are required to ensure that its products are sourced directly from the OEM or an OEM authorized channel partner, authorized distributor/reseller/agent/supplier. No gray market, remanufactured, or refurbished products shall be listed or quoted under these Multiple Award BPAs. The BPA Holder shall require their suppliers to purchase from the OEM or authorized distributor/reseller/agent.

5. Counterfeit Material Reporting. Per 48 CFR § 252.246-7007, the BPA Holder shall report all suspected counterfeit material/items to the Government through the Government Industry Data Exchange Program (GIDEP) database and to the program office via e-mail to the BPA Contracting Officer, Program Manager, and COR within 5 working days of discovery. The BPA Holder shall prominently label all suspected counterfeit material/items and physically separate from all other supplies. The BPA Holder shall not return or dispose suspected or confirmed counterfeit material/items to the supplier but hold such items for Government analysis and investigation. The BPA Holder shall aid the Government investigation including providing all documents associated with the purchase, shipping, and other relevant data on the counterfeit materials/items. The GITM Program Office will provide final disposition instructions for confirmed counterfeit material/items to include turnover to the Government. Any equipment supplied under the BPA that is found to be gray market, refurbished, tampered with shall be recovered and replaced with compliant product(s) at no cost to the government within 30 days of government notification of the deficiency. Repeated occurrences may be considered cause for termination or off-ramping at the government's discretion.

6. Contractor Teaming Arrangements (CTA). Contractor Teaming Arrangements will be permitted for the establishment of the BPAs. Contractor Teaming Arrangements can only include team members who have IT Schedule 70 contracts.

**NOTE: FAR 9.6, Contractor Team Arrangements, does not apply to GSA Schedules teaming. Under GSA Schedules, Teaming allows contractors to use their individual GSA Schedules to develop a solution for the government. The Schedules CTA does not create a separate legal entity, but allows Schedule contractors to meet buyer's requirements by combining the supplies and/or services from each team member's separate Schedule contract in response to a buyer's Request for Quote.**

- Each team member must have a Schedule 70 Contract. In the event that the schedule contractor is not the OEM, there shall be a teaming arrangement in place by the due date for receipt of quotations.
- If an Quoter or a CTA team member has indicated that they can provide an OEMs product(s) in the Breadth of OEMs Self Scoring Assessment (see Section 15.2.1), the manufacturer's product(s) must be on the Quoter's IT Schedule 70 contract or the CTA team member's IT Schedule 70 contract by the date and time of the quote submission OR a modification requesting the addition of the items must have been submitted to the Schedule Contracting Officer by the date and time required by the Agency for submission of quotes.
- In the event a CTA is being quoted, the quotation shall include a signed (by authorized representatives of each Team Member) and dated copy of the CTA. The CTA(s) can be in whatever form and/or format the team collectively decides is most appropriate. Subcontractors are not Team Members for purposes of a CTA. If you are only intending to subcontract, you do not need to submit a Teaming Agreement with your quotation.
- At a minimum, the CTA(s) shall clearly state the following in their quote submission cover letter:
  - Company names and address of each CTA members
  - GSA MAS Schedule 70 contract number(s) for each CTA member
  - Schedule contract expiration dates for each CTA member
  - Schedule contract period of performance including options for each CTA member
  - Point of Contact information of each team member for each CTA member
- The CTA(s) shall at a minimum indicate:
  - a. Team Lead. Provide detailed outline of Team Lead responsibilities and specify the contractor who will perform as the Team Lead. If the Team Lead will change throughout the BPA performance period, the document should describe the reasons for such changes and how the Team Lead will be designated during BPA performance. The CTA shall identify an alternate Team Lead.
  - b. Team Members. Specify the responsibilities of each Team Member and any limitations on those responsibilities.
  - c. Duration of the agreement. Define the duration of the CTA agreement, identify any options, and describe how each option will work.
  - d. Communications. CTAs should identify points of contact for each Team Member (contractor). Since the government has privity of contract with all Team Members, the ordering agency may communicate directly with CTA Team Members

for orders under the BPA. For consistency and clarity in communications regarding the terms of the BPA, the CTA Team Lead (or alternate Team Lead) serves as the only point of contact that will communicate directly with the BPA Contracting Officer after BPA award.

- e. Delivery responsibility. For each CTA team member, list and describe the roles and responsibilities including Schedule/SINs, OEMs they possess a letter of supply, and BPA Line Item Number(s) each team is responsible for, so that delivery responsibility is clearly established.
- f. Confidential information. Identify any proprietary information and specify how such proprietary information and related rights will be managed.
- g. Specific team activities. State the various types of activities that will be incorporated into the team arrangement and identify who is primarily responsible for each identified activity.
- h. Independent contractors. The CTA Agreement should state that all Team Members remain independent contractors, responsible for their own employees.
- i. Replacement of team members. Address the circumstances and procedures for replacement of Team Members during on-ramping or off-ramping, including the Team Lead. The CTA must provide an order of succession for the team leader should the team leader be removed from the CTA team. The team shall obtain the approval of the BPA Contracting Officer prior to replacing any team member.
- j. Reporting of sales and Industrial Funding Fee (IFF) payment responsibility. Specify that each team member is responsible for tracking and reporting its own sales IAW the terms and conditions of the GSA Schedule 70 contract and for paying the related IFF.
- l. Ordering procedures. Document how the team will handle processing orders from the government.
- m. Small Business. Fully describe the role of small business CTA Team members.
- n. Modifications. Describe how modifications to the BPA will be handled, specifically if all members must sign a BPA modification or only the Team Lead.

- The CTA document must not create a joint venture or separate subsidiary. A prime contractor subcontractor arrangement is different from and not a CTA arrangement. For the CTA, each
- Team Member is operating as a “prime” for the portion of work they are performing. The CTA[BK5]
- Agreement shall not conflict with the terms and conditions of each team member’s GSA Schedule 70 contract. In the event of a conflict, the FSS contract shall take precedence. The business size of the Team Lead and Team Members must match the information provided under the socioeconomic evaluation factor.
- There is no page limitation on this submittal. For more information on CTAs, your attention is directed to: <http://www.gsa.gov/cta>.
- Quoters serving as a team member for a CTA Quoter (i.e. CTA Team 1) are not precluded from serving as team members or subcontractors to other CTA Quoters (i.e. CTA Team 2)
- At the order level, CTA members are limited to providing quotes and accepting orders for products under the BPA Holder’s GSA Schedule 70 contracts for which the BPA Holder has a Letter of Supply.

#### 7. Subcontracting and Teaming Relationships

- Subcontracting and Contractor Teaming Arrangements (CTAs) Quoters are encouraged to review additional information about CTAs on GSA's website at <http://www.gsa.gov/cta>. If an entity is identified as a team member (which means a Schedule Contractor working with another Schedule Contractor, and is distinguished from subcontracting), all effort quoted for delivery by that entity shall be priced based on the team member's GSA Schedule less any discount agreed to in the BPA or further discounts quoted on an individual Order. If an entity is identified as a subcontractor in the Contractor Teaming Arrangement, the product(s) quoted for delivery by that entity shall be located/included on the designated Prime Contractor's (CTA member's) GSA Schedule price list(s). Subcontractors, whether they hold a Multiple Award Schedule Contract or not, are not part of the “Team” for BPA purposes and are not a party to the BPA Agreement. At the Order level, for BPA awardees composed of a CTA, the BPA Team Lead may propose that a BPA Team Member take the lead and be directly named as the Order Team Lead under a resulting order award. A team member receiving such a direct award may utilize other BPA team members on the BPA if allowed (specified) by the BPA Contractor Teaming Arrangement.
- Subcontracting is permitted at the BPA level and order level in accordance with the Contractor’s GSA Schedule Contract. If used, Quoters shall identify Prime Contractor/Subcontractor arrangements in their quote. Prime Quoters may utilize Subcontracting arrangements as part of their total solution; however, all quoted products shall be from/on the Prime’s GSA Schedules contract.
- Sometimes Contractors are not familiar with GSA’s definition of a “Contractor Teaming Arrangement” (CTA) and confuse the definitions of a CTA with a “Prime Contractor/Subcontractor” arrangement. For purposes of this RFQ, CTAs and Prime Contractor-Subcontractor Arrangements shall be defined as described at the [gsa.gov](http://gsa.gov) website, GSA Schedules, “Frequently Asked Questions About GSA – Contractor Team Arrangements”.

#### 8. Notional Risk Element Information Disclosure Request for Identified Supply Chain.

- Identify formal security program elements, for BPA Holder, subcontractors, and other teaming arrangement partners (including, but not limited to suppliers, distributors, and manufacturers) that includes:
  - a. Personnel Security
  - b. Information Security program
  - c. Physical Security program
  - d. Cybersecurity program
  - e. Supply Chain Risk Management program
- Identify all proposed sub-Contractors and/or teaming arrangement partners (including, but not limited to suppliers, distributors, and manufacturers) involved in supply chain product delivery.
- Identify Quoter's parent and/or subsidiary corporate entities
- Identify any foreign ownership or control of entities identified under Questions 2 and 3.
- Identify names of corporate officers associated with responses for Questions 2 and 3.
- Identify names and locations of each facility where any information system, information technology hardware and/or software products to be delivered under the BPA was designed, manufactured, packaged, and stored prior to distribution.
- Identify means and methods for delivering information system, information technology hardware and/or software products, including the names of entities responsible for transport or storage. If customer delivery orders are direct shipped to customer then state.
- Identify any additional third-party Contractor/subcontractor service agreement relationships associated with standard installation or follow-on support service agreements for delivered information technology products (e.g. installation, maintenance, sustainment, etc.).

9. Program Management. Within five days after date of award the BPA Holder shall identify a Program Manager who shall be the primary representative responsible for all work awarded under the BPA, participating in Program Management Reviews and ensuring all standards referenced herein are adhered to. Individual orders may identify different mandated standards. Identification of the Program Manager shall be submitted to the BPA Contracting Officer, BPA Program Manager, and COR.

10. End of Life Management. When required and as part of the quote at the ordering level, the BPA Holder shall clearly identify its approach to device end-of-life management. Unless approved by the Government as a management option, electronic assets shall not be disposed of in a landfill or by incineration. For any equipment removed by the BPA Holder and scheduled to be refurbished or recycled, the BPA Holder is required to demonstrate as part of its management plan that those actions will be handled by a refurbisher or recycler that is third party certified to one of the known electronics recycling certification programs that is used in the United States, the Responsible Recycling Standard (R2) or the e-Stewards® Standard.

11. Organizational Conflict of Interest (OCI). OCI issues shall be identified and addressed as described in FAR 9.5 and DFARS 209.5. The Contractor is expected to not engage in any activity that could cause an OCI with the Contractor's position under the BPA or orders under the BPA, impair the Contractor's ability to render unbiased advice and recommendations, or place the Contractor in the position of having an unfair competitive advantage as a result of the knowledge, information, and experience gained. After reviewing FAR 9.5 and DFARS 209.5 in their entirety, if the Contractor or CTA team member(s) determines their company, CTA team member, or subcontractor has an actual or potential OCI, the Contractor or team member shall notify the BPA Contracting Officer in writing. Any Quoter written submissions regarding an actual or potential OCI shall be submitted as part of the quote. The written submissions shall include a proposed mitigation plan for review and ultimately incorporation into the BPAs and orders under the BPAs. If the Government determines an OCI cannot be avoided, neutralized, or mitigated, the Quoter may be excluded from consideration for award. The Contractor agrees that, if after award and anytime during the performance period, it discovers an actual or potential OCI; it shall make immediate and full disclosure in writing to the BPA Contracting Officer or Ordering Agency Contracting Officer. The notification shall include a description of the actual or potential OCI, a description of the action the Contractor has taken or proposes to take to avoid, mitigate or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter.

## **8.002 - BPA ORDERING**

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Awarded vendors shall not exceed their BPA unit price on any order or RFQ quote. If a BPA Holder does not intend to submit a quote on a delivery order procurement under the governments electronic ordering tools, (i.e. GSA eBuy, Unison Marketplace) the vendor shall place a "No Bid" and shall include a brief justification as to the reason for the "No Bid".

Most orders over the micro purchase threshold will be competed via Unison Marketplace in order to document fair opportunity among the selected BPA holders.

### 8.003 - PROGRAM REVIEW

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The Contracting Officer or other authorized government representative may hold semi-annual program review meetings. Such meetings will be held via telecom or video teleconferencing. However, the Government reserves the right to request a meeting in person. The meetings will include all BPA Holders, representatives from prospective customer offices, a combination of current and prospective customer offices, or individual BPA Holders.

The BPAs will be reviewed annually. Per FAR 8.405-3(e), review of the BPAs will consist of the following at a minimum and the GSA contracting officer will determine whether:

- a. The Schedule contract, upon which the BPA was established, is still in effect;
- b. The BPA still represents the best value (see 8.404(d)); and
- c. Estimated quantities/amounts have been exceeded and additional price reductions can be obtained.

### 9.001 - OTHER APPLICABLE TERMS AND CONDITIONS

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1. 5 FAM Information Management
2. 12 FAM 500 Information Security
3. 44 U.S.C. § 3541-3549, "Federal Information Security Management Act (FISMA) of 2002"
4. "Federal Information Security Modernization Act of 2014"
5. FIPS Pub 201-2, "Personal Identity Verification of Federal Employees and Contractors," August 2013
6. 10 U.S.C. § 2224, "Defense Information Assurance Program"
7. 5 U.S.C. § 552a, as amended, "The Privacy Act of 1974"
8. 36 C.F.R. Part 1194 "Electronic and Information Technology Accessibility Standards," July 1, 2003
9. Office of Management and Budget (OMB) Circular A-130, "Managing Federal Information as a Strategic Resource," July 28, 2016
10. Sections 504 and 508 of the Rehabilitation Act (29 U.S.C. § 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998
11. NIST SP 800-53 Rev. 4, Security and Privacy Controls for Federal Information Systems and Organizations, January 22, 2015
12. OMB Memorandum M-06-18, Acquisition of Products and Services for Implementation of HSPD-12, June 30, 2006
13. OMB Memorandum 04-04, E-Authentication Guidance for Federal Agencies, December 16, 2003
14. OMB Memorandum 05-24, Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors, August 5, 2005
15. OMB memorandum M-11-11, "Continued Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors, February 3, 2011
16. OMB Memorandum, Guidance for Homeland Security Presidential Directive (HSPD) 12 Implementation, May 23, 2008
17. Federal Identity, Credential, and Access Management (FICAM) Roadmap and Implementation Guidance, December 2, 2011
18. NIST SP 800-116, A Recommendation for the Use of Personal Identity Verification (PIV) Credentials in Physical Access Control Systems, November 20, 2008
19. OMB Memorandum M-07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information, May 22, 2007
20. NIST SP 800-63-3, 800-63A, 800-63B, 800-63C, Digital Identity Guidelines, June 2017
21. NIST SP 800-157, Guidelines for Derived PIV Credentials, December 2014
22. NIST SP 800-164, Guidelines on Hardware-Rooted Security in Mobile Devices (Draft), October 2012
23. Draft National Institute of Standards and Technology Interagency Report (NISTIR) 7981 Mobile, PIV, and Authentication, March 2014
24. Trusted Internet Connections (TIC) Reference Architecture Document, Version 2.0, Federal Interagency Technical Reference Architectures, Department of Homeland Security, October 1, 2013,

[https://s3.amazonaws.com/sitesusa/wpcontent/uploads/sites/482/2015/04/TIC\\_Ref\\_Arch\\_v2-0\\_2013.pdf](https://s3.amazonaws.com/sitesusa/wpcontent/uploads/sites/482/2015/04/TIC_Ref_Arch_v2-0_2013.pdf)

25. OMB Memorandum M-08-05, “Implementation of Trusted Internet Connections (TIC), November 20, 2007

26. OMB Memorandum M-08-23, Securing the Federal Government’s Domain Name System Infrastructure, August 22, 2008

27. Sections 524 and 525 of the Energy Independence and Security Act of 2007, (Public Law 110–140), December 19, 2007

28. Section 104 of the Energy Policy Act of 2005, (Public Law 109–58), August 8, 2005

29. Executive Order 13693, “Planning for Federal Sustainability in the Next Decade”, dated March 19, 2015

30. Executive Order 13221, “Energy-Efficient Standby Power Devices,” August 2, 2001

31. Clinger-Cohen Act of 1996, 40 U.S.C. §11101 and §11103

32. H.R.4174 Foundations for Evidence-Based Policymaking Act of 2018

(<https://www.congress.gov/bill/115th-congress/house-bill/4174>)

33. H.R. 150- Grant Reporting Efficiency and Agreements Transparency Act 2019

(<https://www.congress.gov/bill/116th-congress/house-bill/150/text>)

34. The Digital Accountability and Transparency Act of 2014 (DATA Act)

(<https://sunlightfoundation.com/2017/05/08/a-brief-history-of-the-data-act/>)

35. “Strengthening and Enhancing Cyber-capabilities by Utilizing Risk Exposure Technology Act” or the “SECURE Technology Act”, Interim FAR Case 2019-018.

36. FAR Case 2020-011 "Implementation of Issued Exclusion and Removal Orders" Interim Rule

## **9.002 - APPLICABLE LOCAL CLAUSES FOR OVERSEAS ORDERS**

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For task orders that will result in awards overseas, the following local DOSAR provisions clauses will apply to each order:

- 652.216-71, Price Adjustment
- 652.228-70, Defense Base Act – Covered Contractor Employees
- 652.228-71, Workers Compensation Insurance (Defense Base Act) – Services
- 652.228-74, Defense Base Act Insurance Rates – Limitation – Fixed-Price
- 652.229-71, Personal Property Disposition at Posts Abroad
- 652.236-70, Accident Prevention
- 652.242-71, Notice of Shipment
- 652.242-73, Authorization and Performance (Alternate I for local guard contracts only)
- 652.243-70, Notices

## **10.001 - ATTACHMENTS**

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The below attachments are included as part of this solicitation to be referenced by potential respondents:

- SBA Individual Waiver (PDF)
- ACCESS CLIN SPREADSHEET (Excel)
- HCI Server Sample Task Order (PDF)
- 19AQMM20Q0050 Corporate Experience (Word)
- 19AQMM20Q0050 Past Performance (Word)

## **11.001 - General Instructions**

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This acquisition is being issued as a Request for Quotes (RFQ) under the GSA Schedules Program. A firm fixed price Multiple Award Blanket Purchase Agreement (BPA) will be established in accordance with Federal Acquisition Regulation (FAR) 8.405-3(b)(1)(ii) (B)(1) competitive procedures for establishing a BPA. This is not a FAR Part 15 negotiated competition. The Government anticipates

awarding between 4 and 6 Multiple Award BPAs for a total solution against the GSA general purpose commercial information technology equipment, and ancillary services schedules in accordance with FAR 8.405-3 procedures. This is a request for competitive quotes (including attachments) and is the only solicitation for this requirement. This acquisition is a set aside for small business. All interested eligible GSA Schedule 70 Special Item Numbers (SINs) 132-8, 132-12, 132-32, 132-33 and 132-34 contract holders are eligible to submit quotes. **NOTE: All quoted items must be made available on the GSA Schedule contract by the date and time of the quote submission or a modification requesting the addition of the items must have been submitted to the Schedule Contracting Officer by the date and time required by the Agency for submission of quotes and verify the date and time of modification submission in their quote.**

### 11.002 - Pricing Instructions.

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Price quotes shall be submitted in a separate file, via Pricing Worksheet, Attachment "ACCESS CLIN SPREADSHEET". Offerors shall submit a not-to-exceed (NTE) unit price for each RFQ-specified unit description for each BPA period of performance. The Offeror's proposed NTE unit price shall consist of direct costs, applicable indirect costs, and profit. The Offeror's proposed NTE unit price shall be equal to or less than the respective NTE unit price negotiated in the Offeror's GSA Schedule 70 contract.

1. Offerors must provide a mapping/crosswalk of the RFQ-specified unit descriptions to the respective GSA Schedule 70 unit descriptions.
2. The principal basis for evaluating price under this contemplated BPA is the Government's analysis of the reasonableness of the Offeror's overall proposed price.

### 11.003 - Price Quotation Instructions

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The electronic price quotation shall consist of the following, which are described further in this subsection:

- i. Narrative (in Word or PDF)
  - ii. Pricing Table, Attachment ACCESS CLIN SPREADSHEET (in one Excel workbook)
  - iii. Supporting Information (in Word, Excel, or PDF, as applicable)
1. Pricing Tables 1 and 2 are provided by the Government, and Pricing Table 1 shall be completed by the offerors.
  2. Unless otherwise stated herein, offerors shall not add, delete, or otherwise alter the existing format or content in Pricing Tables 1 and 2. Offerors shall complete Pricing Table 1 only, and only the orange cells in Pricing Table 1.
  3. Offerors shall use for pricing purposes the following period of performance:
    - Base Period (60-month-5 years): June 1st, 2021 through May 31st, 2026
    - Option Period 1: June 1st, 2026 through May 31st, 2027
    - Option Period 2: June 1st, 2027 through May 31st, 2028
    - Option Period 3: June 1st, 2028 through May 31st, 2029
    - Option Period 4: June 1st, 2029 through May 31st, 2030
    - Option Period 5: June 1st, 2030 through May 31st, 2031
    - Six-Month Option (FAR 52.217-8): May 31st, 2031 through November 30, 2031
  4. In Pricing Table 1, offerors shall propose in the "NTE Unit Price" column (orange cells only) one not-to-exceed unit price per RFQ-specified part description per year, regardless of which entity (offeror, subcontractor offeror, and/or other) is anticipated to provide the unit.
  5. In Pricing Table 1, for BPA periods in which GSA Schedule 70 unit prices have been negotiated, each proposed NTE unit price shall match or be less than the respective unit price negotiated in the offeror's GSA Schedule 70 contract. The Government encourages offerors to propose NTE unit prices that are less than the respective unit prices negotiated in the offeror's GSA Schedule 70 contract. For BPA periods in which GSA Schedule 70 unit prices have not been negotiated, the Government will accept projected or discounted projected GSA Schedule 70 unit prices as the proposed NTE unit prices.
  6. In Pricing Table 1, each proposed NTE unit price shall consist of the elements/costs negotiated as part of the offeror's GSA Schedule 70 unit prices, including an unloaded unit price, applicable indirect costs, profit amount, and Industrial Funding Fee (IFF). It shall not consist of any other elements/costs.
  7. Offerors shall not submit a build-up of the NTE unit prices proposed in Pricing Table 1.
  8. In Pricing Table 1, the proposed NTE unit prices shall not exceed two decimal places.

9. In Pricing Table 1, the Government provided formulas to calculate automatically the proposed amounts in the Subtotal columns. Each formula is “NTE Unit Price” multiplied by “Quantity.” However, offerors shall verify the arithmetic accuracy and make any necessary corrections.

10. In Pricing Table 1, the Government provided formulas to calculate automatically the proposed amounts in the Total column. However, offerors shall verify the arithmetic accuracy and make any necessary corrections

11. In Pricing Table 1, the Government provided a formula to calculate automatically the Overall Proposed Price. However, offerors shall verify the arithmetic accuracy and make any necessary corrections.

12. In Pricing Table 1, in order that the Government fosters a fair competition, offerors shall not add any unit description, associated rates, or other pricing information.

13. In Pricing Tables 1, offerors shall not hide or lock any rows, columns, or cells that contain proposed data.

14. In Pricing Tables 1, offerors shall propose all rates, costs, and prices in United States currency.

15. In the Narrative, offerors shall identify, based on their Overall Proposed Price in Pricing Table 1, their:proposed subcontractors; total dollars estimated to be subcontracted to each proposed subcontractor; total dollars estimated to be performed by the offeror; and percentage of work (based on estimated total dollars) to be performed by the offeror and each proposed subcontractor.

16. In the Supporting Information, offerors shall submit their Authorized Federal Supply Schedule (GSA Schedule) 70 Pricelists, as described in FAR 8.402(b).

17. Offerors shall propose a tailored solution to address CLIN X801, Servers HCI (refer to attachment "HCI Server Sample Task Order").

i. For offerors’ reference, Pricing Table 2 provides a sample list of components that may constitute a Server HCI solution.

ii. Offerors shall provide all components of their HCI Server solution in Pricing Table

1. Offerors shall include as many rows as necessary under CLIN X801 to provide individual component part numbers (as applicable), part descriptions, NTE unit prices, and quantities for each contract year. In the Subtotal column for each contract year, offerors shall provide the product of the unit prices and the quantity.

iii. Offerors shall verify the arithmetic accuracy of all components inserted under CLIN

X801.

iv. The sum of all HCI Server components shall comprise the proposed price for CLIN

X801.5

18. The acquisition will be conducted via GSA eBuy against all vendors under GSA Schedule 70.

19. Quoters are expected to examine this entire BPA solicitation document and their own GSA Schedule 70 Contract(s). Failure to do so will be at the Quoter's own risk.

20. Quoters shall furnish the information required by this BPA solicitation. A complete quote must include the following:

i. All quotes shall be submitted via email following the below format to Michael Dickson

(DicksonMS@state.gov) and Katherine White (WhiteKG@state.gov) by the deadline for submission, May 26<sup>th</sup>, 2021 at 10AM ET.

ii. All quotes must contain the necessary information to satisfy the criteria of evaluation in the identified format.

iii. Quoters shall not contact any DOS employees without the prior approval of the Contracting Officer regarding this procurement activity.

iv. Please note, Quoters shall thoroughly examine all solicitation documents and instructions; failure to do so will be at the Quoters’ own risk. Failure to provide any required attachment may result in exclusion from consideration of award.

v. Quotes shall be valid for a minimum of 120 calendar days after submission.

**vi. Volume I: Pricing**

1. All pricing information shall be detailed the attachment “ACCESS CLIN SPREADSHEET” based on the quantities provided and title the excel file“COMPANY NAME--RESPONSE to 19AQMM21Q0050--ACCESS CLIN SPREADSHEET.” All items should be available on the vendor’s GSA Schedule contract by the time of the quote submission and follow the above instructions. Pricing information will be submitted following the phases below.

**vii. Volume II: Proposal**

**INSTRUCTIONS: Proposals will be submitted in three phases as a part of a progressive, down-select evaluation. For the first phase, all interested vendors will submit the requested proposal information to the specifications listed below. Additional information regarding the evaluative criteria can be found in Section 12.001 - EVALUATION FACTORS AND SCORING. Please note the proposals, per phase, will be submitted prior to pricing. Vendors will NOT be expected to submit pricing until directed to do so as they advance through the phased down-select evaluation.**

Phase 1	Contents	Page Limit/Formatting
Company Overview	Company Name, DUNS, CAGE code and applicable GSA Schedule(s)	1 page, 12-pt font, Times New Roman
Corporate Experience & Past Performance	The vendor shall provide 3 examples of relevant corporate experience and past	See section 11.004 Response Instructions for specifics.



	performance of comparable size and scope. Past Performance examples must include the associated contract name and number, dollar value, awarding agency, and awarding CO/COR contract information	
<b>Phase 2</b>		
Supply Chain Risk Management Plan	All Vendors that move to the second phase of the evaluation process will be asked to submit their organization’s Supply Chain Risk Management (SCRM) plan for review.	Not to exceed 25 pages, 12-pt font, Times New Roman. See section 11.004 Response Instructions for specifics.
<b>Phase 3</b>		<b>Not to exceed 25 pages, 12-pt font, Times New Roman for both sections detailed below.</b>
Technical Approach/Proposed Products	All vendors that move to the third phase of the evaluation will be asked to address their approach to managing the overall contract, quality assurance, communication with the government etc .	See section 11.004 Response Instructions for specifics.
Technical Approach--HCI Servers	In addition to the above, vendors that move to the third phase will be asked to provide their technical approach to the sample task order attached to this solicitation.	See section 11.004 Response Instructions for specifics.

1. Specifically, vendors will provide the detailed information for each volume as listed above in email to the directed parties no later than the submission deadline for each phase with the email subject line: COMPANY NAME—RESPONSE to 19AQMM21Q0050. Only the above documents as described above will be included in the review and evaluation of offers.
2. The Government may make award based on initial quotes received, without exchanges, or communications. Accordingly, the Quoter’s initial quotation should contain the Quoter’s best terms from a non-price and price standpoint. The Government reserves the right to confer with Quoter(s) to clear-up quote details if the Procuring Contracting Officer determines it to be necessary.
3. This BPA solicitation does not commit the Government to pay any cost for the preparation and submission of a quotation in response to this BPA solicitation. Ordering Agency Contracting Officers are the only individuals who can legally commit the Government to the expenditure of public funds in connection with this procurement via orders against the awarded BPAs.
4. Quoters submitting restrictive data should mark any data they do not want disclosed to the public for any purpose or used by the Government except for evaluation purposes. Specifically, Quoters shall –

1. Mark the title page with the following legend:

*"This quotation includes data that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed-- in whole or in part--for any purpose other than to evaluate this quotation. If, however, a BPA is awarded to this Quoter as a result of--or in connection with--the submission of this data, and the Government incorporates the quotation as part of the award, the Government shall have the right to duplicate, use, or disclose the data. Also, this restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to the restriction is contained in sheets (insert numbers or other identification of sheets)";* and

5. Mark each sheet of data it wishes to restrict with the following legend:

*"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this quotation."*

6. The Government assumes no liability for disclosure or use of unmarked data and may use or disclose the data for any purpose. Unless restricted, information submitted in response to this request may become subject to disclosure to the public pursuant to the provisions of the Freedom of Information Act (5 U.S.C. § 551).
7. Quotations shall set forth full, accurate, and complete information as required by this BPA solicitation package (including Attachments). The penalty for making false statements in quotes is prescribed in 18 U.S.C. § 1001.
8. Submission of Questions. Quoters are requested to submit their questions grouped by BPA solicitation section and make reference to the particular section/subsection number as soon as possible after posting of this RFQ. The Government will publish questions and answers (without attribution to the person or company submitting the question) within a reasonable timeframe giving particular consideration to the quotation submission due date and time. The Quoter shall provide contact information (person name, company, phone number, and email address) when submitting questions. Questions can be sent via eBuy. Questions must be written in a way that enables clear understanding of the Quoter’s issues or concerns. Statements expressing opinions, sentiments, or conjecture are not considered valid inquiries and will not receive a response.

Further, Quoters are reminded that the Procuring Contracting Officer will not address hypothetical questions aimed at receiving a potential “evaluation decision.” Questions shall be submitted in the Excel table format specified below in Table 1. Submissions of questions in PDF, Word, etc. format will not be considered.

**Due date for RFQ questions is May 26<sup>th</sup>, 2020 at 10:00 AM EST.**

**Table 1. Format for BPA Questions**

	<b>Question</b>	<b>BPA Solicitation Reference (please site the specific section number)</b>	<b>Comment</b>	<b>Recommended Answer/ Solution and Rationale</b>
1.				
2.				
3.				

Questions submitted after the question due date may not be addressed unless the Government determines that the answer to the question imparts information material to industry’s ability to respond to this solicitation.

Questions will only be accepted in the above format and received via email to Michael Dickson (dicksonms@state.gov) and Katherine White (whitekg@state.gov).

**11.004 - Response Instructions**

As outlined in Section 11.003, responses will consist of two volumes: Pricing and Proposal. The proposal section of the RFQ is segmented as outlined in section 11.003 and is broken into phases to align with the phased down select that will be leveraged in the evaluation.

**Volume II, Phase 1**

Phase 1 Responses shall include the following:

- Company Overview
  - This should include Company Name, DUNS, Cage Code, applicable NAICS codes, applicable GSA Schedule Numbers
  - This response should be formatted in size 12-point, Times New Roman font
  - Page limit: 1 page
- Corporate Experience & Past Performance
  - For Corporate Experience: Using the attached form titled "19AQMM21Q0050 Relevant Experience" vendors will complete the attachment and provide 2 examples of relevant corporate experience.
  - For Past Performance: Using the attached form titled "19AQMM21Q0050 Past Performance" vendors will have three (3) references complete and return via email the assessments. Please list the POCs in your phase 1 response.
    - Past Performance forms must be submitted via email to weakley-lugokf@state.gov and whitekg@state.gov by the RFQ end date, April 26th, 2021.

Phase 1 Responses shall be submitted at the RFQ end date specified, April 26th, 2021 via email to weakley-lugokf@state.gov and whitekg@state.gov.

**Volume II, Phase 2**

Phase 2 Responses for those proceeding in the process shall include the following:

- Supply Chain Risk Management Plan
  - Responses must address:
    - In addition to the requirements noted in Section 3.004 Supply Chain Risk Management of this solicitation, at a minimum the Department requires responses to address the following areas as they relate to the vendor's Supply Chain Risk Management (SCRM):
      1. Processes you have in place to manage the risks of tampering, counterfeits, poor quality, and unexpected events, such as natural disaster or workforce disruptions.
      2. Training and processes you have in place to enable your employees to identify and report potential problems and incidents as they are discovered.

3. Strategies, controls, and best practices you have in place to protect your own information systems from compromise, manipulation, and attack. For example, does your staff receive regular cybersecurity awareness training to guard against common attacks such as spear phishing? Are they aware of the proper handling of sensitive information?

4. Processes in place for vetting employees and guarding against insider threats, intentional tampering or interference.

5. Processes you have for managing third party relationships. How do you manage these relationships to ensure that the integrity and resilience of the supply chain is maintained over time?

6. Strategies, controls, and best practices you have in place to protect your physical plant and work environment.

7. Provide a list of current distribution agreements as applicable to the scope.

NOTE: Vendors are not limited to these topics and may expand upon these areas to include other pertinent information related to how they manage supply chain risk. Vendors should indicate whether they have earned any certifications related to Supply Chain Risk Management, Information and Data Security, or Quality Management. (i.e. TAPA, C-TPAT, and ISO certifications). Vendors with the certification ISO 9001:2015 will be rated more favorably.

- This response should be formatted i size 12-point, Times New Roman font
- Page limit: 25 pages

### **Volume II, Phase 3**

Phase 3 Responses for those proceeding in the process shall include the following sections:

- Technical Approach/Proposed Products
  - Vendor shall describe approach to managing the overall contract, quality assurance, communication with the government, etc.
- Technical Approach--HCI Servers
  - Vendors shall address all questions as outlined in the attachment: "HCI Server Sample Task Order"
- For both of the above formatting is as follows: Not to exceed 25 pages, 12-point, Times New Roman font

## **12.001 - EVALUATION FACTORS AND SCORING**

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This section describes the factors the TET and PET will use to guide their evaluation of proposals. It also defines the adjectival scores TET members will use during the evaluation.

A three-stage down-select source selection process will be utilized. Proposals will be submitted over three stages with the issuance by the Government of a down-select notice between the three stages. Only those offerors who receive a notice from the Government to proceed to the third stage will be considered for award. In the event it is not in the best interest of the Government, the Government reserves the right not to proceed with the down-select approach.

All evaluation factors, other than cost or price, when combined, are significantly more important than cost or price.

Initially, the Government expects to evaluate the following non-price factors:

- Factor – 1 – Past Performance and Relevant Corporate Experience by Product Service Code (PSC)
- Factor – 2 – Supply Chain Risk Management Plan (including current distribution agreements)
- Factor – 3 – Technical Expertise with Scope
- Factor – 4 – Technical Expertise with Converged and Hyperconverged Solutions

The non-cost evaluation factors above are listed in descending order of the phased evaluation.

Technical and other non-cost factors when combined are significantly more important than cost/price.

To begin, all proposals will be reviewed and judged according to Factor 1 criteria. For Past Performance, contractors must receive a rating of "High Confidence" or better based on the examples (CPARS, etc.) provided.

As for Relevant Corporate Experience, contractors must receive a rating of “Some Confidence” or better. Those contractors that meet both conditions for Past Performance and Corporate Experience will be invited to move to the next stage of the competition, in which the Supply Chain Risk Management (SCRM) plan will be reviewed.

Those proposals that did not receive favorable ratings for Factor 1, will be eliminated from further competition. All Vendors that meet the minimum requirements above for Factor 1 will move to the second phase of the evaluation process and will be asked to submit their organization’s Supply Chain Risk Management (SCRM) plan for review. For Factor 2, Supply Chain Risk Management Plan, contractors must receive an overall rating of “Some Confidence” or better. Additional details are outlined for this factor in section 3.004. All Vendors that meet the minimum requirements above for Factor 2 will move to the third phase of the evaluation to include both Factor 3 and Factor 4. For Factor 3, Technical Expertise with Scope, contractors must receive an overall rating of “Some Confidence” or better. For Factor 4, Technical Expertise with Converged and Hyperconverged Solutions, contractors must receive an overall rating of “Acceptable” or better. A rating of “No Confidence” for any factor will result in the elimination of a contractor’s proposal from consideration for award.

#### **EVALUATION CRITERIA** Factor 1.0 - Past Performance and Relevant Corporate Experience

**- Sub Factor 1.1 -- Past Performance** -- The Government will evaluate responses to questionnaires provided by the contractor’s current and past clients over the past five years, information from Government past performance databases, and all other information available to the evaluators, to determine the contractor’s ability to effectively manage the schedule, cost, quality, and technical performance of the project. The Government will also evaluate the contractor’s ability to provide outstanding customer service, meet commitments, and deliver high quality work products based on the surveys submitted by customer contacts and other sources, including Government databases.

**Note - The Government reserves the right to interview clients identified by the contractor and may interview other clients known to the Government. The contractor’s failure to provide accurate or complete reference information will have a negative impact on the contractor’s proposal evaluation and may render it unacceptable. The Government may share a copy of the past performance questionnaire or Government database information with the referenced customer to validate the contractor’s report.**

**- Sub Factor 1.2 - Relevant Corporate Experience** – The Government will evaluate the contractor’s experience and history in supporting similar organizations and supplying information technology equipment for various projects. The Government will also evaluate the resources available and processes used to support customers over the life of the contract, and the corporate organization to ensure the contractor’s team has adequate internal support and resources. The Government will also evaluate a contractor’s experience in managing and delivering large orders and their experience in shipping products to various domestic and overseas locations.

**Factor 2.0 – Supply Chain Risk Management Plan** – All Vendors that move to the second phase of the evaluation process will be asked to submit their organization’s Supply Chain Risk Management (SCRM) plan for review. The goal in providing your SCRM plan is to enable the DOS to determine whether your organization has the necessary capability to maintain integrity, resilience, quality, and security within the supply chain throughout the life of the contract. “Supply chain risk” is defined for the purpose of this solicitation as the risk that any person may sabotage, maliciously introduce unwanted function, extract data, or otherwise manipulate the design, integrity, manufacturing, production, distribution, installation, operation, maintenance, disposition, or retirement of covered articles so as to surveil, deny, disrupt, or otherwise manipulate the function, use, or operation of the covered articles or information stored or transmitted on the covered articles (see 47 U.S.C. 4713(k)(6)).) As noted in Section 3.004 Supply Chain Risk Management of the solicitation, the SCRM plan, implementation, and risk assessment methodology processes shall follow Appendix D and E of NIST SP 800-161 (<https://csrc.nist.gov/publications/detail/sp/800-161/final>) and NISTIR 7622 (<https://csrc.nist.gov/publications/detail/nistir/7622/final>) guidelines, ensuring application to the BPA Holder and their suppliers, partners, distributors, and any other entity that is responsible for handling or managing the supply chain of the products offered under these BPAs.

In addition to the requirements noted in Section 3.004 Supply Chain Risk Management of this solicitation, at a minimum the Department requires responses to address the following areas as they relate to the vendor's Supply Chain Risk Management (SCRM):

1. Processes you have in place to manage the risks of tampering, counterfeits, poor quality, and unexpected events, such as natural disaster or workforce disruptions.
2. Training and processes you have in place to enable your employees to identify and report potential problems and incidents as they are discovered.
3. Strategies, controls, and best practices you have in place to protect your own information systems from compromise, manipulation, and attack. For example, does your staff receive regular cybersecurity awareness training to guard against common attacks such as spear phishing? Are they aware of the proper handling of sensitive information?
4. Processes in place for vetting employees and guarding against insider threats, intentional tampering or interference.

5. Processes you have for managing third party relationships. How do you manage these relationships to ensure that the integrity and resilience of the supply chain is maintained over time?
6. Strategies, controls, and best practices you have in place to protect your physical plant and work environment.
7. Provide a list of current distribution agreements as applicable to the scope.

Vendors are not limited to these topics and may expand upon these areas to include other pertinent information related to how they manage supply chain risk. Vendors should indicate whether they have earned any certifications related to Supply Chain Risk Management, Information and Data Security, or Quality Management. (i.e. TAPA, C-TPAT, and ISO certifications). Vendors with the certification ISO 9001:2015 will be rated more favorably.

**Factor 3.0 – Technical Expertise with Scope (Approach/Products Proposed)** – The Government will evaluate the contractor’s ability to provide the required products listed in Attachment “ACCESS CLIN SPREADSHEET”. During its review, the Government will evaluate whether the proposed solution meets current Government functionality, while preparing the Government to meet future requirements as described in the RFQ. The Government will also assess the methodology the contractor proposes to identify new technologies, determine their feasibility in the DOS environment, and make recommendations for technology upgrades. The Government will also evaluate the contractor’s ability to provide alternative technologies, solutions, and brand names throughout the performance period based on project-specific requirements.

**Factor 4.0 – Technical Expertise with Converged and Hyperconverged Solutions** – The Government will evaluate the contractor’s ability to provide the required products listed in Attachment “ACCESS CLIN SPREADSHEET”, the proposal in response to the sample HCI task order as attached, and the contractor’s proposed modular solution for completeness, correctness, and feasibility. During its review, the Government will evaluate whether the proposed solution meets current Government functionality, while preparing the Government to meet future requirements as described in the RFQ. The Government will also assess the methodology the contractor proposes to identify new technologies, determine their feasibility in the DOS environment, and make recommendations for technology upgrades. The Government will also evaluate the contractor’s ability to provide alternative technologies, solutions, and brand names throughout the performance period based on project-specific requirements.

**ORDER OF IMPORTANCE** Technical and other non-cost factors when combined are more important than cost/price. The factors are listed in order of importance.

**BEST VALUE** Best value means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. For the purposes of this RFQ, this outcome is achieved via a consensus confidence assessment based on non-price factors in order of precedence and later a trade-off analysis among non-price and price factors where price could be a determining factor. The Government may elect to award to other than the lowest priced quote, based on the results of the tradeoff analysis between non-price and price factors.

The Government anticipates selecting the best-value Offerors from initial responses, without engaging in exchanges with Offerors.

Please be advised: A company may receive a rating of “high confidence” after a step and still be advised they are unlikely to be a viable competitor. The Government has identified anticipated quantities of vendors we plan on advising to move to future steps based on the planned objective of awarding a certain number of BPAs (as stated we reserve the right to change these, select more or less, etc).

Based on the individual merits of the information provided at that time in quotation process, our view of the competitive landscape and our anticipated quantity of vendors planned to move to future steps we may advise you to not move forward; it is simply inefficient and unlikely to result in a successful overall quote.

Excerpt from GAO Case - Matter of: Sevatec, Inc. File: B-413116.52; B-413116.59 Date: May 9, 2017: “In this regard, our Office has consistently recognized that ratings, be they numerical, adjectival, or color, are merely guides for intelligent decision-making in the procurement process.”

Excerpt from GAO Case - Matter of: Valiant Government Services, LLC File: B-416488 Date: August 30, 2018: “Protest allegation that the agency was required to select protester for award where the protester received identical adjectival ratings and was lower-priced is dismissed because an agency is required to look beyond the adjectival ratings and qualitatively compare the relative advantages and disadvantages associated with the proposals.”

As highlighted in the GAO cases and in effect within this RFQ, each quote is assessed based on its merits and the Government may have greater confidence within the same rating area. Given the weight of the non-price factors it is reasonable for a down-select to occur when noted based on the information assessed to that point in the evaluation.

An example: after Step 1 there may be 8 other offerors receiving greater confidence amongst those rated “high confidence” based on the individual merits of their prior experience quote. Considering Prior Experience is the most important non-price factor moving on to Step-2 would not be prudent given the competition in this scenario. As noted clearly in the referenced GAO cases this same principle also applies to pricing trade-offs.

**PAST PERFORMANCE AND CORPORATE EXPERIENCE SCORING**

Factor 1: The past performance and relevant corporate experience evaluation considers each Offeror’s demonstrated recent and relevant record of performance in supplying products and services that meet the contract’s requirements.

There are two aspects to the past performance evaluation. Both the relevant corporate experience and the past performance evaluation process gathers information from customers to determine how well the Offeror performed on past contracts.

The TET will refer to the following sources of information when determining ratings for this sub factor:

- Questionnaires from the Offeror’s contacts from contracts of similar size and scope.
- Offerors past performance descriptions within their proposals.
- Any other sources available to the Government, which includes, but is not limited to, the Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS) or other databases; interviews with Program Managers, Contracting Officers and Fee Determining Officials; and Contract Administration Offices (CAOs).

The below table describes the ratings for the performance confidence assessment.

**Past Performance and Relevant Corporate Experience**

**Rating**

High Confidence

**Description**

The Government has high confidence that the quoter understands the requirement based on the Offeror’s recent/relevant performance record. It is unlikely that Government intervention will be needed in order to obtain the required product/service.

Some Confidence

The Government has some confidence that the quoter understands the requirement, proposes a sound approach, and will be successful in performing the work based on the Offeror’s recent/relevant performance record. Little Government intervention is expected to be needed in order to obtain the required product/service.

Low Confidence

The Government has low confidence that the quoter understands the requirement, proposes a sound approach, and will be successful in performing the work.

No Confidence

The Government has no confidence that the quoter has recent/relevant performance record. The response is viewed is incomplete or does not address the requirement.

**SUPPLY CHAIN RISK MANAGEMENT PLAN SCORING**

Factor 2: Each Vendor’s SCRM plan shall be considered and rated as follows:

**Supply Chain Risk Management Plan Confidence Factors**

Rating	Description
High Confidence	The Government has high confidence that the quoter understands the supply chain risk management requirement, proposes a sound approach, and will be successful in performing the work.

Some Confidence	The Government has some confidence that the quoter understands the supply chain risk management requirement, proposes a sound approach, and will be successful in performing the work
Low Confidence	The Government has low confidence that the quoter understands the supply chain risk management requirement, proposes a sound approach, and will be successful in performing the work
No Confidence	The Government has no confidence that the quoter understands the supply chain risk management requirement, proposes a sound approach and will be successful in performing the work. The response is viewed is incomplete or does not address the requirement.

**TECHNICAL EXPERTISE WITH SCOPE**

Factor 3: Each Vendor’s response to for technical expertise with the scope shall be considered and rated as follows:

<b>Rating</b>	<b>Description</b>
High Confidence	The Government has high confidence that the quoter understands the scope of requirement, proposes a sound approach, and will be successful in performing the work.
Some Confidence	The Government has some confidence that the quoter understands the scope of requirement, proposes a sound approach, and will be successful in performing the work.
Low Confidence	The Government has low confidence that the quoter understands the scope of requirement, proposes a sound approach, and will be successful in performing the work
No Confidence	The Government has no confidence in the confidence that the quoter understands the scope of the requirement, proposes a sound approach and will be successful in performing the work. The response is viewed is incomplete or does not address the requirement.

**TECHNICAL EXPERTISE WITH CONVERGED AND HYPERCONVERGED SOLUTIONS**

Factor 4: Each Vendor’s response to for technical expertise with the scope shall be considered and rated as follows:

<b>Rating</b>	<b>Description</b>
High Confidence	The Government has high confidence that the quoter understands the scope of requirement, proposes a sound approach, and will be successful in performing the work.

Some Confidence	The Government has some confidence that the quoter understands the scope of requirement, proposes a sound approach, and will be successful in performing the work.
Low Confidence	The Government has low confidence that the quoter understands the scope of requirement, proposes a sound approach, and will be successful in performing the work
No Confidence	The Government has no confidence in the confidence that the quoter understands the scope of the requirement, proposes a sound approach and will be successful in performing the work. The response is viewed is incomplete or does not address the requirement.

**COST SCORING**

**Factor 5 – Cost/Price** – The Government will evaluate the contractor’s proposed prices for the line items listed in Attachment "ACCESS CLIN SPREADSHEET". The Government will assess the completeness of the proposed costs and prices, and will verify that the proposal includes a price for all required items. It will also verify that figures are correctly calculated, and costs are presented in a clear and useful format. The Government will also verify that rates are consistent throughout the cost proposal and that other calculations and product quantities are accurate. The contractor shall submit all cost/pricing data in the format indicated in the Instructions for Proposal Preparation section of the RFP. The Government will calculate a final total cost for evaluation purposes based on the information provided to reach a total evaluated price.

**PRICE QUOTATION EVALUATION**

The principal basis for evaluating price as a factor for award under this solicitation will be an evaluation of the offerors’ respective overall proposed prices submitted in Pricing Table 1.

The Government will conduct an evaluation to determine ultimately that the final agreed-to price from Pricing Table 1 is fair and reasonable. In doing so, the Government will examine the completeness, accuracy, and reasonableness of all offerors’ proposed prices in Pricing Table 1.

The Government will use one or more of the quotation analysis techniques stipulated in FAR 13.106-3(a) (Award and Documentation) to conduct the evaluation.

The Government will use the RFQ-specified estimated unit quantities in Pricing Table 1 for price evaluation purposes only. The Government does not commit to order of these quantities.

Similarly, the Government will use the proposed prices in Pricing Table 1 for price evaluation purposes only. The Government does not commit to payment of these prices.

However, the NTE unit prices proposed in Pricing Table 1 will be used as the awarded NTE unit prices if award is made without negotiations, or will be used as the basis of negotiation if award is made with negotiations.

The Government will evaluate quotations for BPA award purposes by adding the total proposed price for all option periods to the total proposed price for the base period. Evaluation of options will not obligate the Government to exercise the option(s).

Line Item Summary	Solicitation Number: 19AQMM21Q0050	Contract Number:	Title: IRM IT Equipment (ACCESS)		Date of Solicitation: 04/12/2021
Line Item No.	Description	Quantity	Unit	Unit Price	Total Cost
001	Base Period for the associated equipment listed in Attachment: "ACCESS CLIN SPREADSHEET"  Type of Contract Pricing:	1.00	EA		



Line Item Summary	Solicitation Number: 19AQMM21Q0050	Contract Number:	Title: IRM IT Equipment (ACCESS)	Date of Solicitation: 04/12/2021	
Line Item No.	Description	Quantity	Unit	Unit Price	Total Cost
002	Doc Ref No: <b>Delivery Date (Start to End) Date FOB:</b> 06/01/2021 to 05/31/2026 Option Period 1 for the associated equipment listed in Attachment: "ACCESS CLIN SPREADSHEET" Type of Contract Pricing:	0.00	EA		
003	Doc Ref No: <b>Delivery Date (Start to End) Date FOB:</b> 06/01/2026 to 05/31/2027 Option Period 2 for the associated equipment listed in Attachment: "ACCESS CLIN SPREADSHEET" Type of Contract Pricing:	0.00	EA		
004	Doc Ref No: <b>Delivery Date (Start to End) Date FOB:</b> 06/01/2027 to 05/31/2028 Option Period 3 for the associated equipment listed in Attachment: "ACCESS CLIN SPREADSHEET" Type of Contract Pricing:	0.00	EA		
005	Doc Ref No: <b>Delivery Date (Start to End) Date FOB:</b> 06/01/2028 to 05/31/2029 Option Period 4 for the associated equipment listed in Attachment: "ACCESS CLIN SPREADSHEET" Type of Contract Pricing:	0.00	EA		
006	Doc Ref No: <b>Delivery Date (Start to End) Date FOB:</b> 06/01/2029 to 05/31/2030 Option Period 5 for the associated equipment listed in Attachment: "ACCESS CLIN SPREADSHEET" Type of Contract Pricing:	0.00	EA		
	Doc Ref No: <b>Delivery Date (Start to End) Date FOB:</b> 06/01/2030 to 05/31/2031				

**Section G - Contract Administration Data**

**652.242-70 - CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)**

(a) The Contracting Officer may designate in writing one or more Government employees, by name and position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR is Ms. Barbara Kuehn .  
(End of clause)

**Section I - Contract Clauses**

Clause	Title	Fill-ins
652.225-71	SECTION 8(a) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)	

**52.204-25 - Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)**

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

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

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

*Covered telecommunications equipment or services* means--

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

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

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

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

*Critical technology* means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

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

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

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

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

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

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

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

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

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

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

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

(b) *Prohibition.*

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

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

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

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

(d) Reporting requirement.

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

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

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

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

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

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#### **652.204-70 - DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD POLICY AND PROCEDURES (FEB 2015)**

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a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Policy and Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert the substance of this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Policy and Procedures may be accessed at <https://usdos.sharepoint.com/sites/DS-In/C/ST/SSI/NSM/IDM/OneBadge/SitePages/OneBadge.aspx>.

(End of clause)

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#### **652.239-71 - SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (SEP 2007)**

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(a) General. The Contractor shall be responsible for information technology (IT) security, based on Department of State (DOS) risk assessments, for all systems connected to a Department of State (DOS) network or operated by the Contractor for DOS, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor has physical or electronic access to DOS's information that directly supports the mission of DOS. The term "information technology", as used in this clause, means any equipment, including telecommunications equipment, that is used in the automatic acquisition, storage, manipulation, management, control, display, switching, interchange, transmission, or reception of data or information. This includes both major applications and general support systems as defined by OMB Circular A-130. Examples of tasks that require security provisions include:

- (1) Hosting of DOS e-Government sites or other IT operations;
- (2) Acquisition, transmission, or analysis of data owned by DOS with significant replacement cost should the Contractor's copy be corrupted; and
- (3) Access to DOS general support systems/major applications at a level beyond that granted the general public; e.g., bypassing a firewall.

(b) IT Security Plan. The Contractor shall develop, provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security

Plan shall comply with applicable Federal laws that include, but are not limited to, 40 U.S.C. 11331, the Federal Information Security Management Act (FISMA) of 2002, and the E-Government Act of 2002. The plan shall meet IT security requirements in accordance with Federal and DOS policies and procedures, as they may be amended from time to time during the term of this contract that include, but are not limited to:

(1) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources;

(2) National Institute of Standards and Technology (NIST) Guidelines (see NIST Special Publication 800-37, Guide for the Security Certification and Accreditation of Federal Information Technology systems (<http://csrc.nist.gov/publications/nistpubs/800-37/SP800-37-final.pdf>); and

(3) Department of State information security sections of the Foreign Affairs Manual (FAM) and Foreign Affairs Handbook (FAH) (<http://foia.state.gov/Regs/Search.asp>), specifically:

(i) 12 FAM 230, Personnel Security;

(ii) 12 FAM 500, Information Security (sections 540, 570, and 590);

(iii) 12 FAM 600, Information Security Technology (section 620, and portions of 650);

(iv) 5 FAM 1060, Information Assurance Management; and

(v) 5 FAH 11, Information Assurance Handbook.

(c) Submittal of IT Security Plan. Within 30 days after contract award, the Contractor shall submit the IT Security Plan to the Contracting Officer and Contracting Officer's Representative (COR) for acceptance. This plan shall be consistent with and further detail the approach contained in the contractor's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as accepted by the Contracting Officer and COR, shall be incorporated into the contract as a compliance document. The Contractor shall comply with the accepted plan.

(d) Accreditation. Within six (6) months after contract award, the Contractor shall submit written proof of IT security accreditation for acceptance by the Contracting Officer. Such written proof may be furnished either by the Contractor or by a third party. Accreditation must be in accordance with NIST Special Publication 800-37. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document, and shall include a final security plan, a risk assessment, security test and evaluation, and disaster recovery/continuity of operations plan. The Contractor shall comply with the accepted accreditation documentation.

(e) Annual verification. On an annual basis, the Contractor shall submit verification to the Contracting Officer that the IT Security plan remains valid.

(f) Warning notices. The Contractor shall ensure that the following banners are displayed on all DOS systems (both public and private) operated by the Contractor prior to allowing anyone access to the system:

Government Warning

**\*\*WARNING\*\*WARNING\*\*WARNING\*\***

Unauthorized access is a violation of U.S. law and Department of State policy, and may result in criminal or administrative penalties. Users shall not access other user's or system files without proper authority. Absence of access controls IS NOT authorization for access! DOS information systems and related equipment are intended for communication, transmission, processing and storage of U.S. Government information. These systems and equipment are subject to monitoring by law enforcement and authorized Department officials. Monitoring may result in the acquisition, recording, and analysis of all data being communicated, transmitted, processed or stored in this system by law enforcement and authorize Department officials. Use of this system constitutes consent to such monitoring.

**\*\*WARNING\*\*WARNING\*\*WARNING\*\***

(g) Privacy Act notification. The Contractor shall ensure that the following banner is displayed on all DOS systems that contain Privacy Act information operated by the Contractor prior to allowing anyone access to the system:

This system contains information protected under the provisions of the Privacy Act of 1974 (Pub. L. 93-579). Any privacy information displayed on the screen or printed shall be protected from unauthorized disclosure. Employees who violate privacy safeguards may be subject to disciplinary actions, a fine of up to \$5,000, or both.

(h) Privileged or limited privileges access. Contractor personnel requiring privileged access or limited privileges access to systems operated by the Contractor for DOS or interconnected to a DOS network shall adhere to the specific contract security requirements contained within this contract and/or the Contract Security Classification Specification (DD Form 254).

(i) Training. The Contractor shall ensure that its employees performing under this contract receive annual IT security training in accordance with OMB Circular A-130, FISMA, and NIST requirements, as they may be amended from time to time during the term of this contract, with a specific emphasis on the rules of behavior.

(j) Government access. The Contractor shall afford the Government access to the Contractor's and subcontractor's facilities, installations, operations, documentation, databases and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of DOS data or to the function of information technology systems operated on behalf of DOS, and to preserve evidence of computer crime.

(k) Subcontracts. The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(l) Notification regarding employees. The Contractor shall immediately notify the Contracting Officer when an employee either begins or terminates employment when that employee has access to DOS information systems or data.

(m) Termination. Failure on the part of the Contractor to comply with the terms of this clause may result in termination of this contract.

(End of clause)

**652.232-70 - Payment Schedule and Invoice Submission (Fixed-Price)(Aug 1999)**

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(a) General. The Government shall pay the contractor as full compensation for all work required, performed and accepted under this contract, inclusive of all costs and expenses, the firm fixed-price stated in Section B of this contract.

[Use paragraph (b) only if partial payments apply. Otherwise, paragraph (a) above assumes the contractor will be paid the full amount upon completion of all contractual requirements].

(b) Payment Schedule. Payments will be made in accordance with the following partial payment schedule:

Partial Payment Number	Specific Deliverable	Delivery date	Payment amount
1			
2			
3			

[Continue as necessary]

(c) Invoice Submission. Invoices shall be submitted in an original and [contracting officer insert appropriate number of copies] copies to the office identified in Block 10 of the SF-26, Block 23 of the SF-33, or Block 18b of the SF-1449. To constitute a proper invoice, the invoice must include all items per FAR 52.232-25, "Prompt Payment."

(d) Contractor Remittance Address. Payment shall be made to the contractor's address as specified on the cover page of this contract, unless a separate remittance address is specified below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(End of clause)

**52.204-2 - Security Requirements (Aug 1996)**

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(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with--

(1) The Security Agreement (DDForm441), including the *National Industrial Security Program Operating Manual* (DoD 5220.22-M); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

**Section J - List of Attachments**

Identifier	Title	Date	Number of Pages
2	SBA-Individual Waiver	03/25/2021	

## Section K - Representations, Certifications, and Other Statements of Offerors or Respondents

### **52.204-24 - Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)**

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

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

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

(b) *Prohibition.*

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

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

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

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

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

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

(d) *Representations.* The Offeror represents that--

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

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

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)

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**52.204-26 - Covered Telecommunications Equipment or Services-Representation (Oct 2020)**

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(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c) *Representations.*

(1) The Offeror represents that it ? does, ? does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(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 any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

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**652.225-70 - ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)**

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(a) *Definitions.*

As used in this provision:

'Foreign person' means any person other than a United States person as defined below.

'United States person' means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) *Certification.*

By submitting this offer, the offeror certifies that it is not:



- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
  - (2) Discriminating in the award of subcontracts on the basis of religion.
- (End of provision)

## **Section L - Instructions, Conditions, and Notices to Offerors and Respondents**

### **652.206-70 - ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)**

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- (a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:
- (1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.
  - (2) For all others, the Department of State Advocate for Competition at cat@state.gov.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Sharon D. James, at 703-875-5429 or fax 703-875-6155. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), 1200 Wilson Blvd, SA-6B 13th Floor, Arlington, VA 22209.
- (End of provision)

### **652.239-70 - INFORMATION TECHNOLOGY SECURITY PLAN AND ACCREDITATION (SEP 2007)**

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All offers/bids submitted in response to this solicitation must address the approach for completing the security plan and certification and accreditation requirements as required by the clause at 652.239-71, Security Requirements for Unclassified Information Technology Resources.

(end of provision)