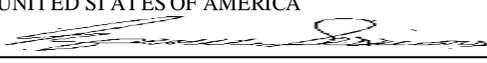


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 18-Mar-2020	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable) 1 11
6. ISSUED BY NAVAL INFORMATION WARFARE CENTER PACIFIC CYNTHIA CHEN CODE 22550 CYNTHIA.CHEN@NAVY.MIL 53560 HULL ST SAN DIEGO CA 92152-5001		CODE N66001	7. ADMINISTERED BY (If other than item 6) See Item 6	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ALAMO CITY ENGINEERING SERVICES, INC. PIERRE SCOTT 3463 MAGIC DR STE 137 SAN ANTONIO TX 78229-2974			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. N6600119A0009	
			X 10B. DATED (SEE ITEM 13) 18-Mar-2019	
CODE 1UAD6		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.217-9 and FAR 52.212.-4(c)				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: cchen201224 The purpose of this modification is to : a) exercise BPA Option Year 1 in accordance with Section 1.5.2 of the BPA, which has an Ordering Period 03/18/2020 – 03/17/2021. b) include FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment & DFARS 252.204-7018 Compliance with safeguarding covered defense information controls. All other term and condition remains effective.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SPENCER SESSIONS / CONTRACTING OFFICER TEL: 619-553-4523 EMAIL: spencer.sessions@navy.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	
			16C. DATE SIGNED 17-Mar-2020	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE 18-Mar-2020	4. REQUISITION/PURCHASE REQ. NO.		2 11
6. ISSUED BY NAVAL INFORMATION WARFARE CENTER PACIFIC CYNTHIA CHEN CODE 22550 CYNTHIA.CHEN@NAVY.MIL 53560 HULL ST SAN DIEGO CA 92152-5001		CODE N66001	7. ADMINISTERED BY (If other than item 6) See Item 6		5. PROJECT NO.(If applicable)
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ALAMO CITY ENGINEERING SERVICES, INC. PIERRE SCOTT 3463 MAGIC DR STE 137 SAN ANTONIO TX 78229-2974			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. N6600119A0009	
			X	10B. DATED (SEE ITEM 13) 18-Mar-2019	
CODE 1UAD6		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. <p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
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A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
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X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.217-9 and FAR 52.212.-4(c)					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: cchen201224 The purpose of this modification is to : a) exercise BPA Option Year 1 in accordance with Section 1.5.2 of the BPA, which has an Ordering Period 03/18/2020 – 03/17/2021. b) include FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment & DFARS 252.204-7018 Compliance with safeguarding covered defense information controls. All other term and condition remains effective.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) Randall Stephens, CFO			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR Randall Stephens: A01097C00000 4486131FFCA0000151F (Signature of person authorized to sign)			15C. DATE SIGNED Mar 17, 2020		16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
					16C. DATE SIGNED



Blanket Purchase Agreement – Attachment 1 – FAR/DFARS Clauses

Orders issued against this Blanket Purchase Agreement (BPA) are subject to the clauses included in the underlying General Services Administration (GSA) Federal Supply Schedule (FSS) Contract and the additional Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) clauses listed below that are incorporated in this BPA. Ordering Offices should consider the requirements of DFARS and the FAR supplement of the end user component, as it applies to commercial item acquisition and use of GSA schedules, in determining what additional clauses may be required for incorporation in the order issued by the Ordering Office.

The full text of a clause may be accessed electronically at these addresses:

<http://www.acq.osd.mil/dpap/dars/dfars/index.htm>

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

<http://farsite.hill.af.mil/>

The Contractor agrees to comply with the following FAR and DFARS clauses and are included in this BPA by reference to implement a provision of law or Executive orders applicable to acquisitions of commercial items or components.

***Additional agency level regulations may be included in the BPA Call to the extent they do not conflict with the FAR or DFARS.

CLAUSES INCORPORATED BY REFERENCE

52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (DEVIATION 2018-O0021)
52.232-37	Multiple Payment Arrangements (MAY 1999)
252.203-7000	Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
252.203-7003	Agency Office of the Inspector General (DEC 2012)
252.203-7005	Representation Relating to Compensation of Former DoD Officials (NOV 2011)
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (OCT 2016)
252.204-7012	Safeguarding of Unclassified Controlled Technical Information (OCT 2016)
252.204-7015	Disclosure of Information to Litigation Support Contractors (MAY 2016)
252.205-7000	Provision Of Information To Cooperative Agreement Holders (DEC 1991)
252.211-7007	Reporting of Government-Furnished Property (AUG 2012)
252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (APR 2003)
252.225-7028	Exclusionary Policies and Practices of Foreign Governments (APR 2003)
252.225-7976	Contractor Personnel Performing in Japan (DEVIATION 2018-O0019)



Blanket Purchase Agreement – Attachment 1 – FAR/DFARS Clauses

- 252.225-7979 Additional Access to Contractor and Subcontractor Records in the United States Central Command Theater of Operations (DEVIATION 2018-O0008)
- 252.225-7980 Contractor Personnel Performing in the United States Africa Command Area of Responsibility (DEVIATION 2016-O0008)
- 252.225-7987 Requirements for Contractor Personnel Performing in the U.S. Southern Command Area of Responsibility (DEVIATION 2014-O0016)
- 252.225-7995 Contractor Personnel Performing in the United States Central Command Area of Responsibility (DEVIATION 2017-O0004)
- 252.227-7013 Rights in Technical Data, Non-Commercial Items (FEB 2014)
- 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014)
- 252.227-7015 Technical Data--Commercial Items (FEB 2014)
- 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 2016)
- 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (JUN 2012)
- 252.232-7006 Wide Area WorkFlow Payment Instructions (MAY 2013)
- 252.232-7009 Mandatory Payment by Government-wide Commercial Purchase Card (MAY 2018)
- 252.232-7010 Levies on Contract Payments (DEC 2006)
- 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)
- 252.239-7010 Cloud Computing Services (OCT 2016)
- 252.239-7017 Notice of Supply Chain Risk (DEVIATION 2018-O0020)
- 252.239-7018 Supply Chain Risk (DEVIATION 2018-O0020)
- 252.243-7002 Requests for Equitable Adjustment (DEC 2012)
- 252.244-7000 Subcontracts for Commercial Items and Commercial Components (JUN 2013)
- 252.246-7008 Sources of Electronic Parts (MAY 2018)
- 252.247-7023 Transportation of Supplies by Sea (APR 2014)

CLAUSES INCORPORATED BY FULL TEXT

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



Blanket Purchase Agreement – Attachment 1 – FAR/DFARS Clauses

As prescribed in 4.2105(b), insert the following clause:

Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)

(a) Definitions. As used in this clause—

“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);



Blanket Purchase Agreement – Attachment 1 – FAR/DFARS Clauses

(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).

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

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

(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.



Blanket Purchase Agreement – Attachment 1 – FAR/DFARS Clauses

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

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

(End of clause)

52.217-9 – OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day of contract expiration, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

(End of Clause)

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

(a) Definitions. As used in this clause—

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

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

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

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

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange,



Blanket Purchase Agreement – Attachment 1 – FAR/DFARS Clauses

Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

- (c) The Contractor may submit a payment request and receiving report using other than WAWF only when–
 - (1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;
 - (2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);
 - (3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or
 - (4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.
- (d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.
- (e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

PROVISIONS INCORPORATED BY REFERENCE

- 52.212-1 Instructions to Offerors—Commercial Items (DEVIATION 2018-O0018)
- 252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
- 252.203-7005 Representation Relating to Compensation of Former DoD Officials (NOV 2011)
- 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls (OCT 2016)
- 252.215-7007 Notice of Intent to Resolicit (JUN 2012)
- 252.215-7008 Only One Offer (OCT 2013)
- 252.225-7031 Secondary Arab Boycott of Israel (JUN 1992)
- 252.225-7050 Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism (JAN 2018)
- 252.239-7017 Notice of Supply Chain Risk (DEVIATION 2018-O0020)



Blanket Purchase Agreement – Attachment 1 – FAR/DFARS Clauses

252.247-7022 Representation of Extent of Transportation by Sea (AUG 1992)

PROVISION INCORPORATED BY FULL TEXT

252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.
As prescribed in 204.2105(c), use the following clause:

Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (DEC 2019)

(a) Definitions. As used in this clause -

Covered defense 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) Telecommunications services provided by such entities or using such equipment; or
- (3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Covered foreign country means -

- (1) The People's Republic of China; or
- (2) The Russian Federation.

Covered missions means -

- (1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or
- (2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

“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 -



Blanket Purchase Agreement – Attachment 1 – FAR/DFARS Clauses

- (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).

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

(b) Prohibition. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104.

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

(d) Reporting.

(1) In the event the Contractor identifies covered defense 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, the Contractor shall report at <https://dibnet.dod.mil> the information in paragraph (d)(2) of this clause.

(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; 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.



Blanket Purchase Agreement – Attachment 1 – FAR/DFARS Clauses

(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 a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

(End of clause)

252.239-7009 Representation of Use of Cloud Computing (SEP 2015).

(a) Definition. “Cloud computing,” as used in this provision, means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

(b) The Offeror shall indicate by checking the appropriate blank in paragraph (c) of this provision whether the use of cloud computing is anticipated under the resultant contract.

(c) Representation. The Offeror represents that it—

_____ Does anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

(End of provision)