

IQO INQUIRY

FM: PL8212

TO: Contractors

DATE (MM/DD/YYYY): 9/12/2022

SUBJECT: HC101322QA487

A. TYPE ACTION: START

1. PURPOSE: SUBMIT A QUOTE TO:

1. PROVIDE, INSTALL, AND MAINTAIN A 600MB UP AND 35MB DOWN RESIDENTIAL QUALITY INTERNET SERVICE LOCATED AT 11 ROBIN LANE REHOBOTH BEACH, DE 19971.
2. ESTABLISH TSP FOR THIS SERVICE.
3. NO CONSTRUCTION IS AUTHORIZED AT LOCATION. MUST USE EXISTING INFRASTRUCTURE IN PLACE.
4. CIRCUIT ID: TBD

*****REMARKS*****

1. CONTRACTOR MUST CALL DISA NOSC 202-757-6001 AT LEAST 72 HRS PRIOR TO MAINTENANCE.
2. CUSTOMER WILL ACCEPT EARLIEST POSSIBLE INSTALL DATE. (SIP)
3. THIS IS A CANDIDATE FOR RESTORAL TELECOMMUNICATIONS SERVICE PRIORITY (TSP).
4. SERVICE AVAILABILITY IS BEST EFFORT, WITH A GOAL OF 30 MINUTE RESPONSE; 2 HOUR RESTORAL; UPDATES PROVIDED EVERY 60 MINUTES UNTIL CIRCUIT IS FULLY TESTED AND OPERATIONAL. VENDOR MUST HAVE 24 HOUR MONITORING FACILITIES AND EQUIPMENT TO TROUBLESHOOT PATH AND ASSOCIATED EQUIPMENT AFTER INSTALLATION.
5. COMPLETE OUTAGE: INTERFACE OR PROTOCOL NON-OPERATIONAL RESPONSE TIME FROM INITIAL REPORT OR DETECTION OF CIRCUIT DOWN WILL HAVE A GOAL OF 30 MINUTES AND THE MEAN RESTORE TIME TO REPAIR (MTTR) GOAL MUST BE 120 MINUTES.
6. IMPAIRMENT: IMPAIRED THROUGHPUT OR IMPAIRED CIRCUIT OPERATION (EG. LATENCY ISSUES, INTERMITTENTLY FLAPPING/BOUNCING, INTERMITTENT ISSUES) RESPONSE TIME FROM INITIAL REPORT OR DETECTION OF CIRCUIT IMPAIRMENT WILL HAVE A GOAL OF 30 MINUTES AND THE MEAN RESTORE TIME TO REPAIR (MTTR) GOAL MUST BE 240 MINUTES.
7. CIRCUIT MUST AVOID SATELLITE LINKS, BORING AND TRENCHING.

8. CONTRACTOR MUST CONTACT THE BELOW LISTED POC AT LEAST 2 WEEKS PRIOR TO INSTALLATION, ACCESS WILL NOT BE GRANTED WITHOUT THE 2 WEEK PRIOR APPROVAL, TECHS WILL BE TURNED AWAY WITHOUT THE APPROVAL.

9. JURISDICTIONAL CLASS: INTERSTATE USE, 100 PERCENT

NOTE: THE CONTRACTOR MUST PROVIDE TSR, CCSD OR CSA IN ALL CORRESPONDENCE INCLUDING WHEN DELIVERING CIRCUIT TO SITE POC

TECHNICAL ACCEPTABILITY EVALUATION CRITERIA: A QUOTE MUST COMPLY WITH ALL STANDARD PROVISIONS, PROVISIONS, CLAUSES, AND ADDRESS SECTIONS F-M OF THE SOLICITATION TO BE DEEMED TECHNICALLY ACCEPTABLE. ALL PORTIONS OF THE SOLICITATION SHOULD BE CAREFULLY REVIEWED FOR ALL MANDATED REQUIREMENTS OUTLINED WITHIN THE STANDARD PROVISIONS AND DOCUMENTATION REQUESTED AS FOUND IN SECTION M AND AFFILIATED ATTACHMENTS. QUOTATIONS MUST INCLUDE ALL REQUIRED DOCUMENTS AND RESPONSES INDICATED FROM THESE STANDARD PROVISIONS, PROVISIONS, CLAUSES, SECTION M, AND AFFILIATED ATTACHMENTS TO BE CONSIDERED TECHNICALLY ACCEPTABLE AND/OR ELIGIBLE FOR AWARD. IN RESPONSE TO THIS IQO SOLICITATION, NO TERMS, CONDITIONS, OR ASSUMPTIONS WILL BE ENTERTAINED. IF TERMS, CONDITIONS, AND/OR ASSUMPTIONS ARE INCLUDED IN A QUOTATION, THE QUOTATION MAY BE EXCLUDED ON GROUNDS THAT IT FAILED TO COMPLY WITH THE IQO SOLICITATION INSTRUCTIONS.

EVALUATION CRITERIA: IN ADDITION TO THE PROCEDURES OUTLINED IN STANDARD PROVISION 23, TECHNICAL EVALUATION TEAM MEMBERS WILL INCLUDE GOVERNMENT PERSONNEL AND MAY INCLUDE GOVERNMENT'S CONTRACTED ADVISORS. GOVERNMENT PERSONNEL WILL MAKE THE FINAL DETERMINATION OF TECHNICAL ACCEPTABILITY.

IF THERE ARE QUESTIONS REGARDING SITE SURVEYS OR SITE INFORMATION PLEASE CONTACT THE CONTRACT SPECIALIST LISTED ON THIS SOLICITATION PRIOR TO THE QUOTE DUE DATE.

If there are more than two locations, their information will be found in Attachment B to this Order.

B. ALLA NUMBER:

C. TSP AUTHORIZATION CODE/RESTORATION CODE: TSP0M0WAF-01

D. DEMANDER'S CODE:

E. SERVICE DATE (MM/DD/YYYY): 12/7/2022

F. TYPE OF CIRCUIT:

1. BANDWIDTH/DATA RATE: 600 Megabits Per Second

2. SIGNALING MODE: No Signaling

G. LOCATION OF TERMINATION A:

1. ADDRESS: See Attached Locations

2. ROOM: See Attached Locations

H. LOCAL PART A:

- 1. EXTENSION OF TELECOMMUNICATIONS SERVICE:** See Attached Locations
- 2. INTERFACE:** See Attached Locations
- 3. DEMARK:** See Attached Locations
- 4. NPA/NXX:** See Attached Locations
- 5. UNIQUE INSTALLATION FACTORS:** See Attached Locations
- 6. INSIDE WIRE INSTALLATION/MAINTENANCE REQUIRED:** See Attached Locations
- 7. CONTACT:** See Attached Locations

I. TERMINATION EQUIPMENT A: See Attached Locations**J. LOCATION OF TERMINATION B:**

- 1. ADDRESS:** See Attached Locations
- 2. ROOM:** See Attached Locations

K. LOCAL PART B:

- 1. EXTENSION OF TELECOMMUNICATIONS SERVICE:** See Attached Locations
- 2. INTERFACE:** See Attached Locations
- 3. DEMARK:** See Attached Locations
- 4. NPA/NXX:** See Attached Locations
- 5. UNIQUE INSTALLATION FACTORS:** See Attached Locations
- 6. INSIDE WIRE INSTALLATION/MAINTENANCE REQUIRED:** See Attached Locations
- 7. CONTACT:** See Attached Locations

L. TERMINATION EQUIPMENT B: See Attached Locations**M. ADDITIONAL INFORMATION:**

- 1. DITCO CSA NUMBER:**
- 2. BASIC AGREEMENT NUMBER:** TBD
- 3. TSR NUMBER:** DO11AUG220454A
- 4. CCSD:** WVPVZBV0
- 5. DIVERSITY REQUIREMENTS:** NA

6. LOCATIONS TO BE AVOIDED: N/A

7. TRANSMISSION MEDIA TO BE AVOIDED: N/A

8. NETWORKS TO BE AVOIDED: N/A

9. CIRCUIT PARAMETERS:

10. TESTING REQUIREMENTS:

11. GOVERNMENT ACCEPTANCE ACTIVITY: DISA-NOSC/202-757-6001

12. SECURITY/ REQUIREMENTS:

13. SITE ACCESS REQUIREMENTS:

14. DITCO STANDARD PROVISIONS: Incorporated in full text below

V. QUOTE DUE DATE AND TIME (MM/DD/YYYY): 10/24/2022 5:00 PM America/Chicago

Z. DITCO CONTACT:

George Butler

George.c.butler4.civ@mail.mil

Amanda M. Romanitis

DITCO Contracting Officer

618-418-6557

amanda.m.romanitis.civ@mail.mil

Attachment A - Locations

LOCATION OF TERMINATION A:

ADDRESS: 11 ROBIN LANE

REHOBOTH BEACH, DE 19971

ROOM: 1ST FLOOR BEDROOM

TERMINATION EQUIPMENT: MODEM VENDOR PROVIDED

FACILITY CODE: 1PV

EXTENSION OF TELECOMMUNICATIONS SERVICE: All facilities between vendor's commercial communications interface point and termination location shall be provided by vendor. All cables shall be run in accordance with local site standards

INTERFACE: INTERFACE: EXISTING CABLE INFRASTRUCTURE IN PLACE.

DEMARK:

NPA/NXX: 302/227

UNIQUE INSTALLATION FACTORS:

INSIDE WIRE INSTALLATION / MAINTENANCE REQUIRED: INSIDE WIRE INSTL/MAINT: CPIWI-YES/CPIWM-YES

CONTACT: POC CONTACT INFORMATION WILL BE PROVIDED AT AWARD

LOCATION OF TERMINATION B:

ADDRESS: 11 ROBIN LANE

REHOBOTH BEACH, DE 19971

ROOM: DEMARC OUTSIDE HOUSE , RIGHT SIDE

TERMINATION EQUIPMENT: MODEM VENDOR PROVIDED

FACILITY CODE: 1CC

EXTENSION OF TELECOMMUNICATIONS SERVICE: All facilities between vendor's commercial communications interface point and termination location shall be provided by vendor. All cables shall be run in accordance with local site standards

INTERFACE: INTERFACE: EXISTING CABLE INFRASTRUCTURE IN PLACE.

DEMARK:

NPA/NXX: 302/227

UNIQUE INSTALLATION FACTORS:

INSIDE WIRE INSTALLATION / MAINTENANCE REQUIRED: INSIDE WIRE INSTL/MAINT: CPIWI-YES/CPIWM-YES

CONTACT: POC CONTACT INFORMATION WILL BE PROVIDED AT AWARD

LOCATION OF TERMINATION C:

ADDRESS: UNKNOWN

ROOM: UNKNOWN

TERMINATION EQUIPMENT: UNKNOWN

FACILITY CODE: 1CF

EXTENSION OF TELECOMMUNICATIONS SERVICE: All facilities between vendor's commercial communications interface point and termination location shall be provided by vendor. All cables shall be run in accordance with local site standards

INTERFACE:

DEMARK:

NPA/NXX:

UNIQUE INSTALLATION FACTORS:

INSIDE WIRE INSTALLATION / MAINTENANCE REQUIRED:

CONTACT: UNKNOWN

Standard Provisions

252.204-7016 - Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services—Representation - DEC 2019

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(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 defense telecommunications equipment or services".

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

(End of provision)

252.204-7017 - Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services—Representation - MAY 2021

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

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

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

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

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

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

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

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

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

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

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

(End of provision)

252.204-7018 - Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services - JAN 2021

(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--

(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 3 business days 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.

(ii) Within 30 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)

252.239-7098 - Prohibition on Contracting to Maintain or Establish a Computer Network Unless Such Network is Designed to Block Access to Certain Websites—Representation (Deviation 2021-O0003) - APR 2021

(a) In accordance with section 8116 of Division C of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), or any other Act that extends to fiscal year 2021 funds the same prohibitions, none of the funds appropriated (or otherwise made available) by this or any other Act for DoD may be used to enter into a contract to maintain or establish a computer network unless such network is designed to block access to pornography websites. This prohibition does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities, or for any activity necessary for the national defense, including intelligence activities.

(b) Representation. By submission of its offer, the Offeror represents that it is not providing as part of its offer a proposal to maintain or establish a computer network unless such network is designed to block access to pornography websites.

(End of provision)

52.204-24 - Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment - NOV 2021

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

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

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representation. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity

identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

52.204-25 - Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment - NOV 2021

(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 products or commercial services.

(End of clause)

(End of clause)

Addendum – 01 - Controlling Information - APRIL 2022

Notwithstanding any verbiage in the Terms or any related documentation, DISA's Field Element are not prohibited from meeting their disclosure and records obligations under federal law, regulations, and policy, including the transfer of records to the National Archives and Records Administration (NARA). The contractor acknowledges that the Government is subject to disclosure requirements such as the Freedom of Information Act and FAR 3.104-4. It is the responsibility of the contractor to be cognizant of the laws and appropriately mark materials.

All information provided by, or reflecting the activities of, DISA's Field Element will be considered confidential regardless of marking or lack thereof. The contractor agrees, in the performance of this order, contract, or agreement to keep the information contained in the source documents, or otherwise furnished by or reflecting the activities of the Government, in the strictest confidence, said information being the sole property of DISA's Field Element. The contractor also agrees not to publish, reproduce, or otherwise divulge such information, in whole or in part, in any manner or form, nor authorize or permit others to do so, taking reasonable measures to restrict access to the information while in its possession to those employees who must have the information to perform work on the order, contract, or agreement (i.e., a "need-to-know" basis). The contractor agrees to immediately notify DISA's Field Element in writing in the event the contractor determines, or has reason to suspect, a breach of confidentiality. DISA's Field Element retain full legal control over any DISA's Field Element information and records submitted by it to the contractor, or reflecting the activities of DISA's Field Element. DISA's Field Element may, to the extent permitted by law, modify such information or request that it be withdrawn from the contractor's files and systems. Such information, to the extent permitted by law, shall not become part of contractor records.

If the contractor receives a request for DISA's Field Element information, or a request to which DISA's Field Element information would be responsive, the contractor shall not provide DISA's Field Element information in response to the request and shall instead refer the request in writing to DISA's Field Element. If the requests concerns DISA's Field Element's Mission Partner information, DISA's Field Element will inform DISA's Field Element's Mission Partner, which will address the request in accordance with applicable law. Requests included within this paragraph include, but are not limited to, Freedom of Information Act (FOIA) requests, Congressional requests and litigation-related requests.

All information regarding the procedures developed under this order, contract, or agreement must be regarded as sensitive information by the contractor and not to be disclosed to anyone outside the contractor's organization without the written permission of DISA's Field Element. Under no circumstances shall the contractor transfer or store DISA's Field Element or DISA's Field Element's Mission Partner or DISA's Field Element or DISA's Field Element's Mission Partner Affiliated information

or data outside of the United States.

STANDARD PROVISION - 01 - DITCO BASIC AGREEMENT - AUG 2017

To be eligible to receive any Order or Circuit Demand resulting from this Inquiry, Contractor/Telecommunication Provider (TP) shall have a DITCO Basic Agreement (BA) signed by both the Government and the Contractor. See Federal Acquisition Regulation 16.702 -- Basic Agreements. DITCO BA contains additional terms and conditions that shall be incorporated into any Order or Circuit Demand by reference. Contractor/TP shall identify its assigned DITCO BA number (e.g., HC10XXXXHXXXX) and agreement date in its quote. Contractors/TPs that do not have a current DITCO BA must execute one with the appropriate DITCO Office prior to submitting any quotes. The Contractor/TP must provide the following organizational information as registered in System of Award Management (SAM):

Legal Business Name

Address

DUNS

CAGE

Phone and FAX number

POC if different from the POC for Government Business as indicated in your SAM registration

Name and title of organization official to sign the Basic Agreement

DITCO Europe Basic Agreements: Contractor/TPs must obtain a blank BA from the Integrated Defense Enterprise Acquisition System (IDEAS) Contractor web site under references tab <https://depsland.csd.disa.mil/html/vendor.html>; complete it with their organizational information, sign, and return BA to the following applicable email address for signature before submitting any quotes. Any questions concerning the DITCO Europe BA may be emailed to disa.stuttgart.ditco.mbx.pl511@mail.mil, and any questions concerning the DITCO SWA BA may be emailed to disa.stuttgart.ditco.mbx.pl52@mail.mil.

DITCO U.S. Basic Agreements: Contractor/TPs should review the template of the DITCO US BA located on the above website and email their organizational information as registered in SAM.gov to email address disa.scott.ditco.mbx.basic-agreements@mail.mil. DITCO-Scott will validate the Contractor/TP organizational information, process a new BA and send it to the Contractor/TP for final review and completion of blocks 30a, 30b, and 30c of the BA document (Solicitation/Contract/Order for Commercial items (SF 1449)). The BA must be signed and returned before submitting any quotes. Any questions concerning the DITCO U.S. BA may be emailed to the above address.

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: "UNDERSTAND," and provide the Contractor/TP's current BA number and execution date.

STANDARD PROVISION - 02 - UNDERSTANDING OF DITCO IQO ACQUISITION DESKBOOK - APR 2019

Contractor/Telecommunications Provider (TP) acknowledges it has read and understands the current published "DITCO Inquiry/Quote/Order (IQO) Acquisition Deskbook" version 7.1 available from the Integrated Defense Enterprise Acquisition System (IDEAS) Contractor web site <https://depsland.csd.disa.mil/html/vendor/vendorreference.html>. Contractor agrees that the most recent Standard Provisions as set forth in this order take precedent over any conflicting terms and conditions in the BA.

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: "UNDERSTAND."

STANDARD PROVISION - 03 - TARIFF INFORMATION - AUG 2015

A. The prices agreed upon at time of award shall be the prices the Contractor/Telecommunications Provider (TP) shall have filed or may file in applicable tariffs with appropriate regulatory authority.

B. The Contractor/TP shall indicate whether service will be provided under a filed tariff or a tariff to be filed with the Federal Communications Commission (FCC) or Public Utilities Commission (PUC) as applicable.

(1) If the prices contained in the Contractor/TP's quote are under existing tariffs, these prices shall be footnoted to indicate the applicable tariff, section, paragraphs(s) and page number(s) with their revision number.

(2) If the prices contained in the Contractor/TP's quote are not filed tariffs, state whether they are to be added to Contractor/TP's existing tariffs (provide tariff number).

(3) If the prices are to be filed as a special tariff, a copy of the proposed special tariff shall be provided to DITCO electronically along with the quote or, in the event that it cannot be provided, the proposed special tariff page(s) shall be sent separately to the DITCO Contract Specialist or Contracting Officer. Absence of the special tariff page(s) with the quote shall not be considered as non-responsive; however, page(s) should be received within five days after receipt of the quote.

C. Any tariff that contains a provision with a minimum service period will not be allowed. Quotes containing tariffs with such a minimum service period must have that period portion of the tariff waved in order to be considered for evaluation.

D. Any quote which contains a rate reduction from the existing approved rate must include a statement as to which rate will apply (i.e., for billing purposes) effective on the date of service. No further documentation is required if the reduced rate will be filed in a tariff beginning on the service date. If, however, the reduced rate cannot be billed until after regulatory authority approval, the quote should state 1) by what date the company would expect to obtain approval (and commensurate billing begin) and 2) what assurance can be provided to suggest the validity of that projected bill.

E. Should an Order be issued based on a quote containing a proposed rate reduction from the existing tariff (domestic or foreign) and that proposed rate reduction is later disapproved, resulting in that quote no longer being low, the government has the right to cancel/terminate the Order at no costs to the Government.

F. In advance of any tariff change applicable to this contract, the Contractor shall provide electronic notification, with the tariff transmittal and accompanying pages, to the DITCO Tariff Team at disa.scott.ditco.mbx.tariffs@mail.mil, subject line: Tariff Transmittal for Continental United States (CONUS) requirements or to the DITCO Contracting Office at disa.stuttgart.ditco.mbx.pl511@mail.mil, subject line: Tariff Transmittal for OCONUS requirements.

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: "UNDERSTAND/WILL COMPLY" and provide requested tariff documents with the quote including the name of the foreign telecommunications provider with whom contractor has an operating agreement, if applicable.

STANDARD PROVISION - 04 - QUOTE PREPARATION - AUG 2017

Contractor/Telecommunications Provider (TP) shall identify their legal business name, basic agreement number, DUNS number and CAGE code on all quotes submitted for consideration. Contractor/ TP quote shall respond to each paragraph of this Inquiry separately and to each subparagraph under section M (additional information) separately if applicable. Contractor/TP shall agree to satisfy all technical aspects of Inquiry. Any technical aspects of Inquiry that Contractor/TP is unable or unwilling to satisfy shall be addressed by Contractor/TP. Contractor/TP shall indicate whether it can provide service within XX days after award. If Contractor/TP cannot meet service date, Contractor/TP shall indicate date that it can provide service. If Contractor/TP's ability to meet a requested date is dependent upon receipt of an Order or Circuit Demand by a certain date, this condition shall be stated in quote.

All charges quoted shall be understood to be firm fixed price (FFP) for the life of the contract. Firm fixed price quotes must account for all applicable charges (e.g., charges from Subcontractors or other Contractors/TPs, taxes, surcharges, universal service fund, fees, etc.), and these charges may not be billed separately. All charges shall state quantity and costs per unit as non-recurring charges (NRC) and monthly recurring charges (MRC). Charges not included in quote shall not be added to subsequent invoices, and U.S. Government shall not be obligated to pay charges that are not specified in quote and authorized in resultant Order or Circuit Demand. A Contractor's/TP's quote may be determined unacceptable if the quote takes exception to any of the terms of the Inquiry, if the quote fails to meet any requirements, or if the quote presents any ambiguity or uncertainty regarding the Contractor's/TP's intention to meet requirements.

Quotes must clearly state up front whether the quote contains tariff charges. Tariff charges must be listed at time of proposal, all other charges are considered firm fixed price. Charges required by tariffs must be identified in the quote, with the effective date, National Exchange Carrier Association (NECA) ; and include the applicable tariff reference by name, section, paragraph, revision number, and effective date of each page. Additionally, any future tariff changes will be electronically submitted, with the tariff transmittal and accompanying pages, to disa.scott.ditco.mbx.tariffs@mail.mil, subject line: tariff transmittal.

All quotes shall be provided in English.

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: "UNDERSTAND, WILL COMPLY" and provide the required information with a statement confirming prices are FFP unless explicitly stated on proposal.

STANDARD PROVISION - 12 - ONE-STOP-SHOPPING/END-TO-END SERVICE VS HALF CIRCUITS NATIONAL AUTHORITY PROCEDURE - AUG 2017

U.S. Government's preference is to obtain this service on a "One-Stop-Shopping" (OSS) or end-to-end service basis. Under an OSS or end-to-end arrangement, Contractor/Telecommunications Provider (TP) receiving this contract shall have total responsibility for end-to-end technical sufficiency and invoicing (i.e., end-to-end provisioning, restoral/maintenance, and invoicing) for entire service. Government may consider half circuit quotes when it is unsuccessful in obtaining an OSS/end-to-end quote, when OSS/end-to-end quote charges cannot be determined to be fair and reasonable, or when determined to be in best interest of U.S. Government. Therefore, all Contractors/TPs are advised to submit a half circuit quote in addition to any OSS/end-to-end quote they provide. All half-circuit quotes must identify Contractor/TP that they have coordinated with to provide complete service, along with agreed upon circuit midpoint.

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: "UNDERSTAND," and identify the coordinating Contractor/TP and the circuit midpoint for half circuit Quotes.

STANDARD PROVISION - 13 - END-TO-END SERVICE - AUG 2015

This telecommunications service shall be provided on an end-to-end basis, to include all facilities required to extend this service from Contractor provided commercial communications interface point to termination location (i.e., inside wire, etc.). Installation, provision, and maintenance of such service extensions shall be provided as firm fixed prices, and be included in Contractor's quote as non-recurring charge (NRC) and/or monthly recurring charge (MRC), as applicable. Such service extension charges will be considered in the evaluation of quotes. Quotes containing other than firm fixed price charges for installation, provision, and maintenance of service extensions may be excluded from consideration for award. The U.S. Government shall not be obligated to pay charges which are not specified in the quote and authorized in resultant Order. Contractor receiving this contract shall have total responsibility for end-to-end technical sufficiency (i.e., end-to-end provisioning and restoral/maintenance) for entire telecommunication service.

ACCEPTABLE CONTRACTOR RESPONSE: The acceptable Contractor response to Standard Provision – Thirteen is "UNDERSTAND," and provide separately itemized service extension NRC and/or MRC in quote.

STANDARD PROVISION - 17 - SUBMISSION OF QUOTES - AUG 2017

Due date for quotes in response to this Inquiry is found in Paragraph V. DITCO's required method of receiving quotes is via Integrated Defense Enterprise Acquisition System (IDEAS), unless Inquiry specifically authorizes the use of other electronic media. However, Contractors/TPs not authorized to obtain a PKI certificate may submit their quotes to the applicable following address that issued the inquiry.

DITCO-Scott (IQO Section) disa.scott.ditco.mbx.pl8211@mail.mil
 DITCO-Scott (PL8212 Section) disa.scott.ditco.mbx.pl8212@mail.mil
 DITCO-Pacific (Ford Is Office) disa.jbphh.ditco.mbx.iqo@mail.mil
 DITCO-Pacific (Alaska Office) disa.jber.ditco.other.ditcoako@mail.mil
 DITCO-Europe (Stuttgart Office) disa.stuttgart.ditco.mbx.pl511@mail.mil
 DITCO-Europe (SWA Bahrain Office) disa.stuttgart.ditco.mbx.pl52@mail.mil

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: "UNDERSTAND," and provide Quote by due date and time.

STANDARD PROVISION - 21 - QUOTES RECEIVED AFTER DUE DATE AND WITHDRAWALS OF QUOTES - AUG 2015

It is the responsibility of each Contractor/Telecommunication Provider (TP) to provide its quote (or any modification or revision) to the DITCO Contracting Office that issued Inquiry by quote due date. Accordingly, U.S. Government is not obligated to consider any quote or revised quote received after quote due date.

Contractor/TP may withdraw its quote at any time prior to U.S. Government issuing an Order or Circuit Demand. Upon receipt of a written quote withdrawal notification from a Contractor/TP, quote will be withdrawn and eliminated from further consideration by U.S. Government.

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: "UNDERSTAND."

STANDARD PROVISION - 23 - EVALUATION OF QUOTES-TECHNICAL/SERVICE DATE/PRICE - AUG 2017

After receipt of quotations, the Government will first evaluate the lowest price quotation. If the lowest price quotation is determined to be technically acceptable and otherwise properly awardable, award will be made to that offeror. The Government reserves the right to evaluate only the lowest price quotation or to conduct further evaluations of additional quotations. Quotes received in response to this Inquiry will be evaluated for technical acceptability, commitment to meet the required service date, and total price. Government contractor support may be utilized to analyze technical and price aspects of quotes submitted. The Government intends to issue an Order/Circuit Demand to the Contractor/Telecommunication Provider (TP) whose quote is determined to be the lowest priced, technically acceptable quote that meets the government's service date. In the event that none of the quotes meets required service date, U.S. Government may consider quotes that agree to provide service on a date later than required service date. For evaluation purposes, total price will be determined by adding charges contained in the Quote (NRC, MRC, and any expedite charges) for the total not to exceed contract period (i.e., not to exceed service life or term, as appropriate).

The Government intends to evaluate quotations and award a contract without discussions. However, the Government reserves the right to conduct discussions or seek clarifications if the Contracting Officer (KO) determines they are necessary. If discussions are required, the number of quotations being competitively considered may be narrowed to the most highly rated quotations. The Government further reserves the right to reduce the number of quotations being competitively considered to the greatest number that will permit efficient competition among the most highly rated quotations. If an offeror's quotation is removed from further consideration for award, written notice of the removal will be provided to the offeror. In the event issues

pertaining to a proposed inquiry cannot be resolved to the KO's satisfaction, the Government reserves the right to withdraw and cancel the proposed inquiry. In such event, offerors will be notified in writing.

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: "UNDERSTAND."

STANDARD PROVISION - 27 - APPROVALS AND PERMITS - AUG 2017

Contractor/Telecommunications Provider (TP) receiving this contract shall be responsible for having or obtaining all approvals and permits necessary to provide this service. The requirement that the TP obtain all approvals and permits is a contract administration issue. Inability of Contractor/TP to obtain any such approval or permit shall not be a valid basis for not meeting service date or providing service. Failure of a Contractor/TP to obtain any approval or permit necessary to provide this service may result in termination of this contract by U.S. Government for default at no cost to U.S. Government and/or receipt of a negative past performance rating.

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: "UNDERSTAND/WILL COMPLY."

STANDARD PROVISION - 30 - CONTRACT PERIOD - AUG 2017

This telecommunications service contract shall continue on a month to month basis with a not to exceed date of 60 MONTHS AFTER DATE OF AWARD. After this period the contract will be considered expired with no authority for service to continue unless mutually agreeable by both parties. Should service continue through the end of this contract period, no modification will be issued to authorize discontinuance of service. The minimum service period shall be one month. Accordingly the U.S. Government may discontinue service, at no additional cost to U.S. Government. U.S. Government will provide Contractor/Telecommunications Provider (TP) 30 days notice prior to discontinuing service before the not to exceed period. Contractors shall consider the ability of the Government to discontinue service with 30 days notice when determining the reasonableness of incurring any costs. See DFARS 252.239-7007, Cancellation Or Termination Of Orders.

Quotes that do not accept the minimum one month service period may be excluded from the competition and found unacceptable. In the event U.S. Government is unable to obtain quotes that meet this minimum service period, U.S. Government may consider quotes with a minimum service period greater than one month.

The Government reserves the right to re-solicit these contracted services prior to the end of the not to exceed contract period when commercial market pricing demonstrates these services become available at lower prices.

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: "UNDERSTAND/WILL COMPLY."

STANDARD PROVISION - 33 - COMPLETION NOTICE - AUG 2017

Contractor/Telecommunications Provider (TP) shall provide a completion notice to DITCO within 72 hours of delivering service to U.S. Government acceptance activity. The customer then has an additional 72 hours to notify DITCO if they disagree that the service is complete. A completion notice must include following information: (1) Contract PIID number; (2) DITCO CSA number, (3) DITCO TSR number, (4) type of action, (5) contracted service date, (6) date service was delivered to and accepted by U.S. Government acceptance activity; (7) commercial circuit identifier or phone number; (8) Contractor's/TP's trouble reporting number; (9) Contractor bill cycle end date; (10) a listing of any equipment installed on government premises by location and any deviations from service ordered; (11) name, phone number, and e-mail address U.S. Government representative (non-DITCO) that accepted service; and (12) Contractor/TP POC name, phone number, and e-mail address; (13) Local Exchange Company (LEC) circuit identification (ID) number(s). Unless deviations are identified, completion notice will serve as Contractor/TP's confirmation that service was provided in accordance with contract. A follow-up completion notice will be required when deviations are cleared. Failure of Contractor/TP to provide completion notice may result in delay in invoice payment. DITCO's preferred method of receiving a completion notice is via Integrated Defense Enterprise Acquisition System (IDEAS). However, Contractors/TPs not authorized to obtain a PKI certificate may submit their completion notice via email to the applicable following

address that issued the inquiry:

DITCO-Scott (IQO Section) disa.scott.ditco.mbx.pl8211@mail.mil
 DITCO-Scott (PL8212 Section) disa.scott.ditco.mbx.pl8212@mail.mil
 DITCO-Pacific (Ford Is Office) disa.jbphh.ditco.mbx.iqo@mail.mil
 DITCO-Pacific (Alaska Office) disa.jber.ditco.other.ditcoako@mail.mil
 DITCO-Europe (Stuttgart Office) disa.stuttgart.ditco.mbx.pl511@mail.mil
 DITCO-Europe (SWA Bahrain Office) disa.stuttgart.ditco.mbx.pl52@mail.mil

ACCEPTABLE CONTRACTOR/TELECOMMUNICATION PROVIDER (TP) RESPONSE: "UNDERSTAND/WILL COMPLY."

STANDARD PROVISION - 37 - JEOPARDY NOTICE - AUG 2017

Contractor/Telecommunications Provider (TP) shall immediately provide a Jeopardy Notice via Integrated Defense Enterprise Acquisition System (IDEAS) prior to the contracted service date as soon as Contractor/TP becomes aware contract service date may not be or cannot be met. A Jeopardy Notice must include following information: (1) Contract PIID number; (2) DITCO CSA number; (3) TSR number; (4) contracted service date; (5) explanation of why contracted service date may not be or cannot be met; (6) revised service date requested; and (7) name, phone number, and email address of Contractor/TP representative that can be contacted for any questions concerning the Jeopardy Notice. DITCO's preferred method of receiving a jeopardy notice is via Integrated Defense Enterprise Acquisition System (IDEAS). However, Contractors/TPs not authorized to obtain a PKI certificate may submit their jeopardy notice via email to the applicable following address that issued the inquiry:

DITCO-Scott (IQO Section) disa.scott.ditco.mbx.pl8211@mail.mil
 DITCO-Scott (PL8212 Section) disa.scott.ditco.mbx.pl8212@mail.mil
 DITCO-Pacific (Ford Is Office) disa.jbphh.ditco.mbx.iqo@mail.mil
 DITCO-Pacific (Alaska Office) disa.jber.ditco.other.ditcoako@mail.mil
 DITCO-Europe (Stuttgart Office) disa.stuttgart.ditco.mbx.pl511@mail.mil
 DITCO-Europe (SWA Bahrain Office) disa.stuttgart.ditco.mbx.pl52@mail.mil

DISA's acknowledgement of the Contractor/TP's representation of delayed performance is not an explicit or implicit acceptance of the performance delay nor is it a waiver of any rights or remedies allowed under the contract, the FAR, or applicable case law. Moreover, it is not an acknowledgment that DISA is responsible for any part of the Contractor/TP's delayed performance.

ACCEPTABLE CONTRACTOR/TELECOMMUNICATION PROVIDER (TP) RESPONSE: "UNDERSTAND/WILL COMPLY."

STANDARD PROVISION - 38 - STATUS REPORT (monthly) - AUG 2017

Due to the criticality of this telecommunications service, Contractor/Telecommunications Provider (TP) shall provide an updated status report to DITCO contracting officer monthly. Status report shall include (1) Contract PIID number; (2) DITCO CSA number, (3) TSR number, (4) contracted service date, (5) explanation of current status of telecommunications service installation and how current status provides assurance that contracted service date will be met, and (6) name, phone number, and e-mail address of Contractor/TP representative to contact for any questions concerning the status report.

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: "UNDERSTAND/WILL COMPLY."

STANDARD PROVISION - 41 - SCHEDULED OUTAGES - AUG 2017

To ensure this service is available to support U.S. Government requirements, Contractor/Telecommunications Provider (TP) shall utilize alternate or spare facilities whenever possible to eliminate or minimize service interruptions. However, when a scheduled service interruption cannot be avoided, Contractor/TP shall obtain the approval of appropriate approval authority before initiating any scheduled outage. To obtain such approval, a written "circuit release request" must be submitted to

appropriate approval authority at least 21 calendar days prior to requested circuit release date.

When an interruption of service is required to correct hazardous or degraded conditions, a 48-hour prior notification is required, if practicable. Contractor/TP shall notify the U.S. Government service acceptance activity as soon as it is known that a service interruption will occur. The request from Contractor/TP must include the same information as identified below, and additionally, identify the hazardous or degraded conditions that exist which preclude providing the U.S. Government with 21-day advance notice.

In emergency situations, when loss of life or property might occur through lack of immediate action, Contractor/TP must make every reasonable attempt to notify the U.S. Government service acceptance activity identified on the CSA immediately, and coordinate arrangements for the service interruption to the maximum extent possible. Within five business days of the interruption, Contractor/TP must submit the same information as identified below, and additionally, identify the emergency conditions that existed which precluded providing the U.S. Government with 21-day advance notice.

"Circuit Release Request" must include following information: (1) Contractor/TP requesting circuit release, and name and phone number of Contractor/TP representative responsible for managing circuit release; (2) Contract PIID number; (3) DITCO CSA number of circuit for which release is being requested; (4) date and inclusive times of scheduled circuit release, along with an alternate circuit release date and time; (5) purpose of scheduled circuit release; (6) statement indicating all equipment, parts, and/or supplies required to complete action are on-hand, or their expected delivery date; (7) statement indicating that all avenues of bypass capability (e.g., alternate facilities, spare facilities, etc.) Have been considered; and (8) estimated maximum recovery time to restore circuit. The authority for approving circuit releases for this service is U.S. Government CCO/CMO. Failure of Contractor/TP to obtain an approved circuit release prior to initiating a scheduled outage may result in U.S. Government termination of this contract for default at no cost to U.S. Government and/or receipt of a negative past performance rating.

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: "UNDERSTAND/WILL COMPLY."

STANDARD PROVISION - 42 - CONSIDERATION - AUG 2015

Upon Contractor/telecommunications Provider (TP) caused failure to provide telecommunications service by the specified date in the contract, failure to make progress as to endanger performance by that date, or failure to comply with any contract terms or conditions; U.S. Government may cancel or terminate this contract pursuant to contract clause DFARS 252.239-7007 at no cost to the Government. However, U.S. Government may elect to waive its right to cancel or terminate and request Contractor/TP to provide consideration to U.S. Government in lieu thereof. Consideration will be negotiated on a case-by-case basis. If Contractor/TP fails to meet the service date or comply with any contract terms or conditions and U.S. Government elects to request consideration, Contractor/TP hereby agrees to negotiate in good faith and provide such consideration. Quotes, which fail to accept this standard provision, may be excluded from consideration for award.

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: "UNDERSTAND/WILL COMPLY."

STANDARD PROVISION - 44 - SYSTEM FOR AWARD MANAGEMENT REGISTRATION - MAR 2014

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

(1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE

master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the SAM database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database;

(2) The Contractor's CAGE code is in the SAM database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN Attachment, Page 1 of 4 validation to the Government as a part of the SAM registration process.

"System for Award Management (SAM)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes-

(1) Data collected from prospective federal awardees required for the conduct of business with the Government;

(2) Prospective Contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and

(3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.

(b)

(1) The Contractor shall be registered in the SAM database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The SAM registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.

(3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of SAM.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) A Contractor may obtain a DUNS number-

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the Contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The Contractor should indicate that it is a Contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) Reserved.

(e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in

the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to-

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

(ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the SAM accessed through <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls.

ACCEPTABLE VENDOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: "UNDERSTAND/WILL COMPLY."

STANDARD PROVISION - 45 - CONTRACTOR REGISTRATION - IDEAS - APR 2019

Contractor/Telecommunications Provider (TP) must (1) obtain a PKI certificate. (2) register for access to Integrated Defense Enterprise Acquisition System (IDEAS) by calling DISA GSD Technical Support 1-301-225-0000 or email disa.global.servicedesk.mbx.technical-support@mail.mil and provide the following information:

First name

last name

nickname(if desired)

email address

company name (as used by the U.S. Government)

phone number

company ideas representative

Once registered with a signed basic agreement, Contractor/TP can access ideas to download Inquiries, Orders, and Modifications sent directly to Contractor/TP, and to upload Quotes, Jeopardy Notices, and completion notices in response. An Order or Modification sent to Contractor/TP's in ideas is considered the official issuance of the Order or Modification by the U.S. Government. All information concerning Contractor access to ideas is located at <https://depsland.csd.disa.mil/html/vendor.html>.

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: "UNDERSTAND/WILL COMPLY."

STANDARD PROVISION - 49 - DELIVERY TICKET INVOICE (DTI) - PAYMENTS - AUG 2019

As prescribed by the Department of Defense Financial Management Regulation (FMR) Volume 10, Chapter 7, Section 070203, Delivery Ticket Invoice (DTI) payments will be provided automatically by the US Government. Payment for telecommunication service provided under this contract order shall be made using the DTI contract payment method (please refer to G21 - CONTRACT PAYMENTS -DELIVERY TICKET INVOICE (DTI) in the Basic Agreement). The Contractor shall not submit separate invoices for telecommunication services provided under this contract order. This standard provision shall form the basis for payment for each accepted telecommunication service based on the following elements which must be included in the Notice of Completion combined with an email from an authorized government POC denoting acceptance.

- a. Contract number
- b. Communication Service Authorization (CSA)/Order Number
- c. Contractor name and address
- d. Description of service (Purpose statement of each individual order/modification)
- e. Contractor Circuit ID
- f. Date Service/Test Results Delivered
- g. Government Service Acceptance/Completion Date
- h. Government POC name and title that accepted the service
- i. Contractor Program Manager information, name, signature, title, and date
- j. Quantity
- k. Unit of Measure
- l. Non-Recurring Cost (NRC) Price
- m. Monthly Recurring Cost (MRC) Price

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: State YES, DTI or NO, DTI.

STANDARD PROVISION - 50 - INVOICING - IDEAS - AUG 2017

Contractor/Telecommunications Provider (TP) must submit invoices with the Contract PIID number and the CSA number in the proper invoicing format. IDEAS CSAs are 11 to 13 characters long. In order to invoice correctly the proper spacing is required. After the Telco (2-4 alphanumeric characters) there needs to be 7 spaces before the circuit number (6 digits).

Examples:

IDEAS CSA INVOICE CSA

MELA123456EBM MELA 123456EBM (7 SPACES)

MEL123456EBM MEL 123456EBM (8 SPACES)

ME123456EBM ME 123456EBM (9 SPACES)

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE:

"UNDERSTAND/WILL COMPLY."

STANDARD PROVISION - 51 - MONTHLY OUTAGE REPORT - AUG 2017

The primary Contractor/Telecommunications Provider (TP) shall provide a monthly report of circuit outages addressing when and why this leased services was reported out of service. One consolidated report may be submitted when more than one leased circuit provided by the Contractor/TP is reported out of service. However, each circuit outage must be reported separately, using the format below. Only closed outages shall be included in the report. Therefore, if an outage ticket is still open on the last day of the month it shall be reported on the following month's report. If the Contractor/TP has no outages to report among its inventory of DITCO Orders or Circuit Demands, no monthly report is required; however, the Contractor/TP will advise that no report is being provided as no outages have occurred. The reports must be provided electronically. Acceptable applications are Microsoft Word, Excel and Adobe Acrobat pdf. The monthly report shall contain the following information:

- a. Contract PIID Number:
- b. CCSD Number:
- c. CSA and Circuit ID/ALLA Number:
- d. Bandwidth or Data Rate:
- e. Circuit Availability Rate:
- f. Time Started/Date logged out to Contractor/TP:
- g. Time Ended/Date logged in from Contractor/TP:
- h. Duration of outage in Hours/Minutes:
- i. Contractor/TP representative: Company Name, Commercial Outage Ticket Number, Technician's Name, E-mail Address and Phone Number.
- j. Government POC: Organization, Full Name, E-mail Address and Phone Number of the POC that reported the outage.
- k. Remarks: (Detailed description of the reason for outage and the Contractor/TP action taken to restore service).

Reports shall be submitted via the appropriate following email address to the DITCO field office that issued the Order or Circuit Demand no later than the 15th day of the month following the reporting month.

DITCO-Scott disa.scott.ditco.mbx.1368-outage-info@mail.mil
 DITCO-Pacific (Ford Is Office) disa.fordisland.ditco.mbx.cmdr-ditco-pac@mail.mil
 DITCO-Pacific (Alaska Office) disa.jber.ditco.other.ditcoako@mail.mil
 DITCO-Europe (Stuttgart Office) disa.stuttgart.ditco.mbx.pl511@mail.mil
 DITCO-Europe (SWA Office) disa.stuttgart.ditco.mbx.pl52@mail.mil

Outage credits will be due no later than the next Billing Cycle/Month following the outage in accordance with 52.239-9000 OUTAGE CREDIT in the basic agreement.

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: "UNDERSTAND/WILL COMPLY."

STANDARD PROVISION - 52 - APPROVED PRODUCTS LIST - JUL 2019

Department of Defense (DoD) Instruction 8100.04, DoD Unified Capabilities, (December 9, 2010), establishes governing policy for products and services that support and connect to the DoD Information Network (DoDIN). DoDI 8100.04 also sets forth instructions that are implemented by the Defense Capabilities Requirement (formerly the Unified Capabilities Requirement document), the DoDIN Approved Products List (APL), and the DoDIN Service Provider Equipment (SPE) List. The DoDIN APL lists products that have been certified for Cybersecurity and Interoperability and are approved for use within and on DoD networks. The DoDIN SPE lists products that may be used to interface with the DoDIN when used by Internet Service Providers (ISP) or other Telecommunications Providers. For the purposes of this solicitation, equipment at the point of interface with the Government's network must conform to either the DoDIN APL or the DoDIN SPE.

VENDOR/TELECOMMUNICATIONS PROVIDER (TP) must list all equipment the TP or any subcontractor will use at the point of interface with the Government's network. The Government has the right to evaluate the list of equipment at the point of interface with the Government's network to ensure it is compliant with either the DoDIN APL or the DoDIN SPE. A TP's failure to list equipment used at the point of interface with the Government's network, or inclusion of equipment not on the DoDIN APL or the DoDIN SPE, may result in the TP being deemed not technically acceptable. Additionally, during the period of performance, service delivery, and contract administration, the TP is required to ensure the TP and all subcontractors use only equipment that conforms to DoDIN APL or DoDIN SPE requirements at the point of interface with the Government's network. If at any time during the performance of this contract/order the specified equipment will not be in compliance with the requirements of this provision, the TP must notify the Contracting Officer prior to installation. The Government has the right to review the equipment

used at any time during this contract/order. When determined by the Government that an exception is in the Government's best interest, the Government or the TP may seek an exception to policy in accordance with DoDI 8100.04 or the DoDIN APL Process Guide to allow the TP to use equipment beneficial to the Government's mission.

The DoDIN Approved Products List and applicable procedures can be accessed at:
<https://aplits.disa.mil/processAPList.action>

The DoDIN Service Provider Equipment List can be accessed at:
<https://aplits.disa.mil/dodinspe>

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: "BY SUBMISSION OF THIS QUOTE, I (AS THE TP) CERTIFY THAT I UNDERSTAND THE PROVISION OUTLINED AND WILL COMPLY."

The submission of this quote/proposal constitutes the Telecommunications Provider's Certification that the TP has complied with the terms of the provision, and acknowledges that the TP's continued compliance with the provision is a material precondition for the Government's continued payment under the contract.

STANDARD PROVISION - 53 - CRITICAL INFRASTRUCTURE COMPLIANCE - JUL 2019

A critical element of our national security is the security of America's communications networks. Threats to the security of our nation's communications networks posed by certain telecommunications equipment or service providers are a matter of concern as reflected in both Executive Branch regulations and Congressional legislation.

In order to protect against national security threats to our nation's communication networks, and comply with federal law, DISA will not procure, obtain, extend, or renew 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 term "covered telecommunications equipment or services" is defined in the National Defense Authorization Act ("2019 NDAA"), Pub. L. 115-232, Sec. 889, and, among others, includes telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). However, as indicated in the 2019 NDAA, the above prohibition does not prohibit the U.S. Government from contracting with an entity providing a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements. For the purposes of this solicitation, interconnection arrangement means that the prime Contractor/Telecommunications Provider (TP)'s solution links its own 2019 NDAA compliant circuit/network through an entrance facility, to a third-party TP's circuit/network to deliver telecommunications service between the prime Contractor/TP's customers and the third-party TP's customers. Backhaul means the Contractor/TP's solution links its own 2019 NDAA compliant circuit/network through an entrance facility, to a third-party TP's circuit/network, and uses a portion of the third-party TP's circuit/network for delivery of service that again connects to the prime Contractor/TP's network/customers. See e.g., *Pac. Bell Tel. Co. v. Cal. PUC*, 621 F.3d 836, 842 (9th Cir. 2010).

In order to be eligible for (contract) award, contractor/Telecommunications Provider (TP) must certify in writing in its quote/proposal the following:

1. Not including backhaul, roaming, or interconnection arrangements with third parties, Contractor/TP does not propose any solution 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, or the Contractor/TP has obtained a waiver in accordance with the 2019 NDAA.
2. Telecommunications equipment the Contractor/TP will use for providing the service proposed is not from a "covered foreign country," i.e. China.

3. For the service requested in this solicitation, Contractor/TP does not produce or provide "covered telecommunications equipment or services".

4. Even if the prime Contractor/TP's solution relies upon the exception of backhaul, roaming, or interconnection arrangements for delivery of some portion of the circuit/network, the solution will not use Telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation (or any subsidiary or affiliate of such entities), or other covered telecommunications equipment/service on U.S. Government camps/posts/stations, or that directly connects to U.S. Government facilities.

During evaluation and administration of any resulting contract, the Government may consult other sources to determine whether the Contractor/TP is in compliance with the certification. Furthermore, the Government may inspect the Contractor/TP's equipment or services in accordance with the terms of the contract/ order that will result from this contracting opportunity. Failure to comply with the certification may result in termination of the contract for default or cause. If the Government determines that the security risks caused by the Contractor/TP's failure to comply with the certification can be eliminated or significantly reduced, then the Government shall require the contractor to take all necessary measures to mitigate such risks. Mitigation measures shall include removal and replacement of "covered telecommunications equipment" at no cost to the Government

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: "BY SUBMISSION OF THIS QUOTE, I (AS THE TP) CERTIFY THAT I UNDERSTAND THE PROVISION OUTLINED AND WILL COMPLY."

The submission of this quote/proposal constitutes the Telecommunications Provider's Certification that the TP has complied with the terms of the provision, and acknowledges that the TP's continued compliance with the provision is a material precondition for the Government's continued payment under the contract.