Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Eclipse: Installation, Operation and Maintenance Company Part Number: TRN-ECL-IOM-D Pricing Arrangement: Firm Fixed Price	1	Each		
0002	ProVision: Installation, Configuration and Management Company Part Number: TRN-PV-ICM-C Pricing Arrangement: Firm Fixed Price	1	Each		

Section C - Description/Specifications/Statement of Work

SALES TAX EXEMPTION

The contractor is hereby advised that the United States Government and Agencies thereof are exempt from State and Local Government tax by virtue of Article 6 of the United States Constitution. No exemption certificate is required.

1. INTRODUCTION

Naval Surface Warfare Center (NSWC) Corona, Code RS10N, has a requirement for specialized training to support the design and deployment of Aviat Networks Eclipse and the installation, configuration, and management of the ProVision microwave backbone monitoring application.

2. BACKGROUND

Microwave training, Aviat Networks Eclipse hardware is necessary to accurately design, deploy, and maintain the physical point-to-point links required to bridge vast distances across the ranges. ProVision training, Provision Network Management System is essential for remote, centralized monitoring of the backbone, enabling rapid fault detection, automated control, and reduced logistical cost.

3. SCOPE

The contractor shall provide two (2) Aviat Network authorized training classes. The instruction must be delivered by a certified Aviat Networks Instructor.

CLIN	Course Title	P/N	Duration	Student Capacity	Qty
001	Eclipse: Installation, Operation and Maintenance	TRN-ECL-IOM-D	3 days	10	1
002	ProVision: Installation, Configuration and Management	TRN-PV-ICM-C	2 days	10	1

All training and instruction shall be conducted onsite at Government-provided facilities at Norco, California.

The location will be coordinated by government POC; however, contractor shall notify government POC of required government furnished devices such as computers, projectors and desk areas prior to scheduling the training sessions.

4. REQUIREMENTS

The contractor shall provide two (2) instructor-led, lab-intensive Aviat Networks-authorized training courses:

a) Eclipse: Installation, Operation and Maintenance and

b) ProVision: Installation, Configuration and Management.

1. Instruction for both courses must be delivered by a Certified Aviat Networks Instructor. The specific requirements and learning outcomes for each course are detailed below.

2. Contractor shall provide necessary materials to facilitate the course, in electronic format and written, when possible.

3. Each course duration shall not exceed 5 days, for a total of 5 days for both training sessions

4. Each session shall accommodate 10 students.

<u>Eclipse: Installation, Operation and Maintenance-</u>

1. The contractor shall provide the Eclipse: Installation, Operation and Maintenance course. This lab-intensive course shall introduce students to the Eclipse equipment/unit.

2. Shall cover procedures for installing and maintaining the Aviat Eclipse microwave platform.

3. Topics to cover:

a. **System Overview & Architecture**: Comprehensive overview of Aviat Eclipse microwave platform and its environment.

- Introduction to Eclipse
- The Eclipse Node

- Slot Assignment & Capacity
- Plug-in Cards

b. **Hardware Installation**, course shall include how to:

- Indoor Unit Installation
- Outdoor Unit Installation
- Cabling

c. **System Configuration (Hands-on Labs), The course shall include how to:**

- Portal Craft Tool
- Radio Link Configuration
- Circuits and VLANs

d. **Maintenance & Software Management. Field replacements and software management.**

e. **Diagnostics & Troubleshooting.** The course shall include:

- Alarm management
- Diagnostic tools
- Troubleshooting Scenarios

ProVision: Installation, Configuration and Management

This lab-intensive course must be designed to impart advanced, hands-on skills in ProVision, with a focus on advanced configuration, management and troubleshooting. Topics to cover:

1. **ProVision System Architecture.** The course shall include:
    1. System Components: Understanding the Server-Client architecture, the Database (Oracle or SQL), and the Mediation Layer.
    2. Operating Requirements: Hardware specifications supported OS environments, and networking requirements for NMS-to-radio communication.
    3. Licensing: Managing ProVision seat licenses and device-count licenses.

b. **Installation & Initial Setup**

1. **Device Discovery & Network Mapping**. This section shall include:
    - Scanning the Network: Using SNMP and IP discovery to find Eclipse, WTM, and CTR devices.
    - Map Management: Creating logical and geographical network maps to visualize link status.
    - Manual Entry: Adding third-party or non-SNMP devices for basic monitoring.
2. **Fault Management (Alarms).** The course shall include overview of implementation of:
    - The alarm browser features.
    - Acknowledge and Masking.
    - Manager of Managers (MoM).
3. **Performance Monitoring (PM).** This will include:
    - Data collection.
    - Reporting.
    - Trending.
4. **Configuration & Software Management.** This will include:
    - Remote configuration.
    - Bulk Operation.
    - Back up and Restore.
5. **Security & Administration.** This will include:

- User Profiles.
- Audit Trails.
- Database Maintenance.

(End of text)

USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:

(1) The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors should enter into separate non-disclosure agreements with the file room contractor. Contact the Procuring Contracting Officer for contractor specifics. However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

(End of text)

PERMITS AND RESPONSIBILITIES

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes, and regulations for shipping and transportation including, but not limited to, any movement over public highways of overweight/over dimensional materials.

(End of text)

Requirements

Aviat Networks Training

Section D - Packaging and Marking

PACKAGING OF SUPPLIES--BASIC

Item(s) N/A The supplies furnished hereunder shall be packaged in accordance with ASTM-D-3951-18, Standard Practice for Commercial Packing.

(End of text)

MARKING AND PACKING LIST(S) - BASIC

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with ASTMD-3951-18 approved 1 May 2018, Standard Practice for Commercial Packing.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items. Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

(End of text)

PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, the use of yellow wrapping or packaging material is prohibited except where used for the containment of radioactive material. Loose fill polystyrene is prohibited for shipboard use.

(End of text)

Section E - Inspection and Acceptance

CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, the contractor shall immediately notify, in writing, the Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however, such notice shall not constitute a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

(End of text)

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions. DoDAAC: N64267 CountryCode: USA NAVAL SURFACE WARFARE CENTER CORONA DIVISION, 1999 FOURTH STREET NORCO, CA 92860 UNITED STATES TBD, TBD Email: TBD
0002	Inspection and Acceptance Location Both Destination Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions. DoDAAC: N64267 CountryCode: USA NAVAL SURFACE WARFARE CENTER CORONA DIVISION, 1999 FOURTH STREET NORCO, CA 92860 UNITED STATES TBD, TBD Email: TBD

Section F - Deliveries or Performance

Overall Contract Delivery Period

Contractor
Destination

Line Item	Delivery Schedule	Quantity	Address and POC
0001	Delivery Required On Delivery Date 31 Aug 2026	1 Each	Service Performance Site DoDAAC: N64267 CountryCode: USA NAVAL SURFACE WARFARE CENTER CORONA DIVISION, 1999 FOURTH STREET NORCO, CA 92860 UNITED STATES TBD, TBD Email: TBD
0002	Delivery Required On Delivery Date 31 Aug 2026	1 Each	Service Performance Site DoDAAC: N64267 CountryCode: USA NAVAL SURFACE WARFARE CENTER CORONA DIVISION, 1999 FOURTH STREET NORCO, CA 92860 UNITED STATES TBD, TBD Email: TBD

Section G - Contract Administration Data

GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES

(a) The Government reserves the right to administratively substitute any of the points of contact listed below at any time.

(b) The contracting officer is the only person authorized to change this contract or orders issued thereunder. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. If, in the opinion of the contractor, an effort outside the existing scope of this contract is requested, the contractor shall promptly comply with the Notification of Changes clause of this contract.

(c) The points of contact are as follows:

(i) **The Procuring Contracting Officer (PCO) is:**
Name: Kelsey Wren
Naval Surface Warfare Center, Corona Division 1999 Fourth St. Norco, CA 92860
Telephone No. 951-393-5940
Email Address: kelsey.r.wren.civ@us.navy.mil

(ii) **The Contract Specialist is:**

Name: Brian Staub
Naval Surface Warfare Center, Corona Division 1999 Fourth St. Norco, CA 92860
Telephone No. 951-393-5960
Email Address: brian.a.staub2.civ@us.navy.mil

(d) The Technical Point of Contact (TPOC) is the contracting officer's representative for technical matters when a COR is not appointed. The TPOC is responsible for technical issues of contract administration, such as providing all items of Government Furnished Information (GFI), Government Furnished Material (GFM) and Government Furnished Equipment (GFE) if specified in the contract as well as the inspection and acceptance of all contract deliverables.

The Technical Point of Contact (TPOC) is:

Name: [*TBD]
Address:
[*Street]
[*City, State, Zip]
Phone: [*]
E-mail: [*]

(e) The Contractor's point of contact for performance under this contract is:

Company Name: [*TBD]
Name: [*]
Title: [*]
Address:
[*Street]
[*City, State, Zip]
Phone: (Area Code) xxx- [xxxx]
E-mail: [*]

[*] To be completed at contract award

(End of Text)

HOURS OF OPERATION AND HOLIDAY SCHEDULE

(a) The policy of this activity is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by NSWC Corona. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at the contractor's expense with no cost or liability to the U.S. Government.

(b) The federal Government observes public Holidays that have been established under 5 U.S.C. 6103. The actual date of observance for each of the holidays, for a specific calendar year, may be obtained from the OPM website at OPM.GOV or by using the following direct link: https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/.

(c) Delayed Opening, Early Dismissal and Closure of Government Facilities. When a Government facility has a delayed opening, is closed or Federal employees are dismissed early (due to severe weather, security threat, security exercise, or a facility related problem) that prevents personnel from working, onsite contractor personnel regularly assigned to work at that facility shall follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for such time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go /stay home or report to another company facility. Subsequent to an early dismissal, delayed opening, or during periods of inclement weather, onsite contractors should monitor the OPM website as well as radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

(d) When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site contractors shall continue working established work hours or take leave in accordance with parent company policy. Those contractor employees who take leave shall not direct charge the non-working hours to the contract. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and the company's established policy and procedures. Contractors shall follow their disclosed charging practices during the contract period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy and procedures.

(e) If you intend to visit the Contracts Office, it is advised that you call for an appointment at least 24 hours in advance.

(f) The hours of operation for deliveries to the warehouse are as follows: Monday - Friday 8:00 am - 4:00 pm, excluding federal holidays.

(End of text)

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		

DFARS Clauses Incorporated by Full Text

252.232-7006 Wide Area WorkFlow Payment Instructions. (Jan 2023)

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items-

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

Invoice and Receiving Report (Combo) / Inspection Location: Destination/Acceptance Location: Destination

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

N/A

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2)) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	N62827
Issue By DoDAAC	N64267
Admin DoDAAC	N64267
Inspect By DoDAAC	N64267
Ship To Code	N64267
Ship From Code	N64267

Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

TBD

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

(End of clause)

Section H - Special Contract Requirements

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	Feb 2026		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		
52.222-3	Convict Labor. (Deviation 2026-O0038)	Feb 2026		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	Apr 2026		
52.223-23	Sustainable Products and Services. (DEVIATION 2025-O0004)	Feb 2026	Deviation 2025-O0004	Mar 2025
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-3	Protest after Award. (Deviation 2026-O0038)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026		
52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-O0038)	Feb 2026		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Apr 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	May 2024	Deviation 2024-O0013	May 2024
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

FAR Clauses Incorporated by Full Text

52.252-2 Clauses Incorporated by Reference. (Feb 1998)

Clauses Incorporated By Reference (Feb 1998)

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

https://www.acquisition.gov/far-overhaul

https://www.acq.osd.mil/dpap/dars/dfars_far_overhaul_class_deviations.html

(End of clause)

52.252-6 Authorized Deviations in Clauses. (Nov 2020)

Authorized Deviations in Clauses (Nov 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

Section J - List of Attachments

Section K - Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	Jun 2023		

DFARS Clauses Incorporated by Full Text

252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation. (May 2021)

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)

Section L - Instructions, Conditions, & Notices to Offerors or Quoters

Instructions to Offeror:

This is an all-or-none requirement, and partial quotes will be deemed unresponsive and will not be evaluated. The Government will award on a single purchase order to the responsible Offeror whose offer conforms to the requirements as stated in the solicitation and is most advantageous to the Government based on the criteria listed in Section L and Section M of the solicitation.

Offerors must have an active registration in the System for Award Management (SAM), without active exclusions at the time of submission and all responsible sources may submit a quote which, if timely, may be considered by the Agency. Quotes are due no later than the response time and date in the posting.

It is the responsibility of the Offeror to review the posting for any changes or amendments that may occur concerning this solicitation. It is the responsibility of the Offeror to ensure all quotes and/or questions are submitted in a timely manner by the specified time and date. All questions are to be submitted no later than 3 days from the release of the solicitation and responses will be posted via an amendment.

Offeror's quote shall be deemed as non-responsive if all required information is not provided in accordance with the solicitation / amendment(s) or the Offeror's quote does not meet the minimum requirements. The quote shall contain the following information:

1. CAGE Code
2. Delivery Date/Lead Time
3. Pricing for all CLIN(S)
4. Information on the items/products being quoted (Part Numbers, SKU's, etc...if applicable/available)
5. Quotes shall be valid for a minimum of 30 days from the closed of the solicitation period.

Other Information:

1. Acceptance: By submitting a quote, all terms and conditions set forth herein are accepted. Any alternative terms and conditions presented by the Offeror shall not be considered. The terms and conditions set forth within the solicitation shall take precedence, therefore, any alternative terms and conditions shall be nulled and voided upon submission of the Offeror's quote;

2. Item Unique Identification (IUID): In accordance with DFARS 211.274-2, each item that has a unit cost of $5,000 or more shall have an IUID Tag. See DFAR 252.211-7003. If a separate CLIN for IUID is not identified in Section B, the IUID costs shall be inclusive in the total price. Note, IUID is not applicable to software procurements;

3. Commercial-Off-The-Shelf (COTS): COTS items have been sold and are available to the general public, commercial marketplace, and sold to the Government without any modifications. Equipment must be new from the Original Equipment Manufacturer (OEM) - Secondary Market, used, or Gray Market items shall not be accepted. All of the standard commercial warranties shall be valid upon receipt;

Gray Market Items:

(a) Gray market items are Original Equipment Manufacturers (OEM) goods sold through unauthorized channels in direct competition with authorized distributors. This procurement is for new OEM equipment and/or services contracts for maintenance (i.e. replacement parts). No remanufactures or gray market items will be acceptable.

(b) Offerors shall be an Original Equipment Manufacturer (OEM), authorized dealer, authorized distributor or authorized reseller for the proposed supplies, equipment and/or services. Offerors shall provide proof of authorization verified by an authorization letter or other documents from the OEM at the time of offer submission and prior to closure of solicitation.

(c) The delivery of gray market items in the fulfillment of an order/award constitutes a breach of contract. Accordingly, the Government reserves the right to enforce any of its contractual remedies. This includes termination of the contract or, solely at the Government's election, allowing the Contractor to replace, at no cost to the Government, any remanufactured or gray market item (s) delivered to the Government facility upon discovery of such items.

4. Federal Supply Schedule: If CLIN is available through a Federal Supply Schedule (GSA/NASA SEWP, etc...) identify the associated contract number on the quote/submission;

5. Response: Quotes shall be submitted no later than the date and time specified in the posting to Point of Contact identified in the Posting;

6. CLIN: If there is no separate shipping CLIN, any associated shipping costs shall be inclusive within the total price.

(End of text)

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	Jan 2017		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	Feb 2026		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		

FAR Clauses Incorporated by Full Text

52.252-1 Solicitation Provisions Incorporated by Reference. (Feb 1998)

Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

https://www.acquisition.gov/far-overhaul

https://www.acq.osd.mil/dpap/dars/dfars_far_overhaul_class_deviations.html

(End of provision)

52.252-5 Authorized Deviations in Provisions. (Nov 2020)

Authorized Deviations in Provisions (Nov 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Section M - Evaluation Factors for Award

F.O.B. Evaluation Criteria

OFFERS SUBMITTED ON AN F.O.B. BASIS OTHER THAN THAT SPECIFIED IN SECTION F SHALL BE REJECTED AS UNACCEPTABLE.

(End of text)

Basis of Award

Award will be made only when the Offeror's quote fully complies with the terms and conditions of the Solicitation and the Contracting Officer determines the price offered is fair and reasonable which will be based upon price analysis. All units of all items will be awarded to one offeror. Offers, therefore, must be on the basis of furnishing all units of all items to the specification(s) detailed in this solicitation.

(End of text)