



**FLOWDOWN CLAUSES FOR PURCHASE ORDERS ISSUED IN SUPPORT OF
CONTRACT NO. N0024424D0011**

1. INCORPORATION BY REFERENCE. These Flowdown Clauses for Purchase Orders Issued in Support of Contract No. N002442D0011 (“Flowdown Clauses”) are incorporated in their entirety into any Purchase Order issued under the Reseller Agreement in support of Contract No. N0024424D0011. In the event of a conflict between these Flowdown Clauses and the Agreement, these Flowdown Clauses shall prevail.

2. RATED ORDER. If this is a “rated order” certified for national defense use, Company shall follow all the requirements of the Defense Priorities and Allocation System Regulations (15 C.F.R. § 700).

3. CERTIFICATIONS. By accepting or performing this Purchase Order, Company certifies that:

a. Neither Company nor any of its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency. “Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

b. If it has participated in a previous prime contract or subcontract subject to FAR 52.222-26, “Equal Opportunity,” that Company has filed all required compliance reports.

c. If it has previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), that Company has developed and has on file at each establishment affirmative action programs required by such rules and regulations.

d. If Company is registered in the System for Award Management (“SAM”), by accepting a Purchase Order, Company certifies that its representations and certifications in SAM (or any other successor system) are current, accurate and complete as of the date of Company’s offer for a given Purchase Order, including, but not limited to, Company’s representations and certifications regarding Company’s size or socioeconomic status. Company’s representations and certifications in SAM, if any, are incorporated herein by reference.

e. To the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member

of Congress on its behalf in connection with the awarding of this Purchase Order. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of Company with respect to this Purchase Order, Company shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. Company need not report regularly employed officers or employees of Company to whom payments of reasonable compensation were made. Submission of this certification and disclosure is a prerequisite for making or entering into this Purchase Order imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure. As used in this Certification, "Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8) and the remaining terms are defined in FAR clause 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions."

f. Unless Company sells only COTS items (as defined in Paragraph 8 below) to Reseller, Company shall implement the security requirements required by DFARS clause 252.204-7012, "Safeguarding Covered Defense Information and Cyber Incident Reporting."

g. Company will not provide "covered telecommunications equipment or services," as defined in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, to Reseller in the performance of this or any Purchase Order.

h. Unless Company sells only COTS items (as defined in Paragraph 8 below) to Reseller, Company certifies that it has, within the within the last 3 years, conducted a Basic Assessment as described in DFARS 252.204-7020(d)(1) and submitted the summary level scores of such assessments for all contractor information systems covered by Defense Federal Acquisition Regulation System (DFARS) clause 252.204-7020 to the Government for posting to the Company Performance Risk System, and that Company fully complies with the requirements of DFARS 252.204-7020.

4. CERTIFICATES OF CONFORMANCE.

a. Company shall include with each shipment of Equipment a Certificate of Conformance as follows:

I certify that on *[insert date]*, the *[insert Company's name]* furnished the Equipment called for by Purchase Order No. *[insert Purchase Order number]* via *[insert Carrier]* on *[identify the bill of lading or shipping document]* in accordance with all applicable requirements. I further certify that the Equipment is of the quality specified and conform in all respects with the contract requirements, including specifications, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance

document. I further certify that, except as stated below, the Equipment has been mined, produced, or manufactured in the United States or substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

Date of Execution: _____

Signature: _____

Title: _____

The following Equipment supplied under this Purchase Order have not been mined, produced, or manufactured in the United States or substantially transformed in the United States:

Item Number or Identifier: _____

Country of manufacture or substantial transformation: _____

Reseller will not accept shipments of Equipment that do not contain a properly executed Certificate of Conformance as required in this Paragraph 4.

5. EQUAL EMPLOYMENT OPPORTUNITY. Reseller and Company shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-741.5(a) and 29 CFR Part 471, Appendix A to Subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or expression, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity or expression, national origin, protected veteran status or disability. Company shall include this Paragraph 5 in each lower-tier subcontract it issues.

6. COMPTROLLER GENERAL EXAMINATION OF RECORD. The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to examine any of Company's or any subcontractors' records that pertain to, and involve transactions relating to, this Purchase Order. Company shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this Purchase Order or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this Purchase Order. If this Purchase Order is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals or to litigation or the settlement of claims arising under or relating to this Purchase Order shall be made available until such appeals, litigation, or claims are finally resolved. As used in this

Paragraph 6, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Company to create or maintain any record that Company does not maintain in the ordinary course of business or pursuant to a provision of law.

7. DISPUTES.

- a. If Reseller elects to prosecute any dispute involving this Purchase Order under the disputes procedure applicable to the U.S. Government prime contract or higher-tier subcontract, Company shall cooperate fully with Reseller in prosecuting the dispute. Company shall be bound by the final outcome of the disputes procedure if Reseller has afforded Company an opportunity to participate in Reseller's prosecution of the dispute.
- b. Pending the final resolution of any dispute arising out of or relating to this Purchase Order, Company shall proceed diligently with performance of this Purchase Order, including the delivery of goods and performance of services, in accordance with Reseller's direction.

8. FAR/DFARS CLAUSES.

The following clauses set forth in the Federal Acquisition Regulation ("FAR" available at <https://www.acquisition.gov/browse/index/far>) and the Department of Defense FAR Supplement ("DFARS" available at <https://www.acquisition.gov/dfars>) are incorporated herein by reference with the same force and effect as if they were given in full text. For purposes of the Purchase Order, the following clauses shall operate, impose the obligations and responsibilities of the parties, and be interpreted as if: "Contract" means Purchase Order; "Contracting Officer" means an authorized representative of Reseller; "Contractor" means Company; "Government" means Reseller, and "Subcontractor" means Company's lower-tier subcontractors and suppliers. References to the "Disputes clause" shall mean Paragraph 7 of these Flowdown Clauses.

Commercially available off-the-shelf" or "COTS" means any item of supply that is (a) a Commercial Product (as defined in FAR 2.101); (b) sold in substantial quantities in the commercial marketplace; and (c) offered to the Government under this Purchase Order, without modification, in the same form in which it is sold in the commercial marketplace.

For clauses marked with an asterisk (*) references to the "Government" shall remain the U.S. Government.

Reseller may modify this list of clauses to add any clauses that are reflected in an applicable prime contract or higher-tier subcontract or in subsequent modifications to an applicable prime contract or higher-tier subcontract. Accordingly, Company agrees that upon the request of Reseller, Company will negotiate in good faith with Reseller relative to modifications to this Purchase Order to incorporate additional provisions herein or to change provisions hereof, as Reseller may reasonably deem necessary in order to comply with the provisions of an applicable prime contract or higher-tier subcontract, or with the provisions of modifications to an applicable prime contract or higher-tier subcontract.

Company shall include these clauses in each lower-tier subcontract it issues, as applicable.

FAR Clause	Title	Date	Limitations on Applicability (if blank, the clause applies to all Purchase Orders)
52.202-1	Definitions	JUN 2020	
52.203-3	Gratuities	APR 1984	
52.203-6	Restrictions on Subcontractor Sales to the Government, Alt. I (NOV 2021)	JUN 2020	Applies if the Purchase Order value exceeds \$250,000
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020	Applies if the Purchase Order value exceeds \$150,000
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021	Applies if the Purchase Order value exceeds \$6 Million and has a period of performance of more than 120 days. All disclosures of violations of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	NOV 2023	Applies if the Purchase Order value exceeds \$250,000
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017	
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020	Company is only required to provide Reseller with the information required for Reseller to comply with its obligations under the clause; Company is not required to issue reports on its first-tier subcontractors; the information provided by Company will be made publicly available
52.204-19	Incorporation by Reference of Representations and	DEC 2014	Applies if Company is registered in the System for Award Management

	Certifications		
52.204-23	Prohibition on Contracting for Hardware, Software, Services Developed or Provided by Kaspersky Lab and other Covered Entities	DEC 2023	
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021	Except paragraph (b)(2)
52.204-27	Prohibition on a ByteDance Covered Application	JUN 2023	
52.204-30	Federal Acquisition Supply Chain Security Orders - Prohibition	DEC 2023	Except paragraph (c)(1)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021	Applies to Purchase Orders that exceed \$35,000, unless the Purchase Order is for COTS items
52.211-15	Defense Priority and Allocation Requirements	APR 2008	Applies to rated Purchase Orders
52.212-4	Contract Terms and Conditions—Commercial Products and Commercial Services	NOV 2023	Only Paragraphs (f), (h), (k), (l), (m), (o), (q), (r) and (u) apply to Purchase Orders.
52.219-8	Utilization of Small Business Concerns	FEB 2024	Applies if the Purchase Order offers further subcontracting opportunities
52.219-28	Post-Award Small Business Program Representation	FEB 2024	
52.222-3	Convict Labor	JUN 2003	
52.222-21	Prohibition of Segregated Facilities	APR 2015	
52.222-26	Equal Opportunity	SEP 2016	
52.222-35	Equal Opportunity for Veterans	JUN 2020	Applies if the Purchase Order has a value of \$150,000 or more
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020	Applies if the Purchase Order has a value exceeding \$15,000

52.222-37	Employment Reports on Veterans	JUN 2020	Applies if the Purchase Order has a value of \$150,000 or more
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010	Applies if the Purchase Order has a value exceeding \$10,000 and will be performed wholly or partially in the United States
52.222-50	Combating Trafficking in Persons	NOV 2021	Paragraph (h) only applies if any portion of the Purchase Order is for supplies, other than COTS items, acquired outside the United States or services to be performed outside the United States that has an estimated value exceeding \$550,000. If paragraph (h) applies to the Purchase Order, Company shall submit to Reseller the certification required by this clause prior to award of the Purchase Order and annually thereafter
52.222-54	Employment Eligibility Verification	MAY 2022	Applies if: (i) the Purchase Order is for services (except Commercial Services (as defined in FAR 2.101) that are part of the purchase of COTS items, or items that would be COTS items, but for minor modifications, performed by COTS providers, normally provided for the COTS item) or construction; (ii) the Purchase Order value exceeds \$3,500; and (iii) the Purchase Order includes work performed in the United States
52.223-18	Encouraging Contractor Policies to Ban Text Messaging while Driving	JUN 2020	
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021	
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023	Applies if Company is a small business concern
52.233-3	Protest After Award	AUG 1996	In paragraph (b)(2), the term “30 days” is changed to “15 days”
52.239-1	Privacy or Security Safeguards	AUG 1996	Applies to Purchase Orders for information technology which require security of information technology, and/or are for the

			design, development, or operation of a system of records using commercial information technology services or support services
52.242-13	Bankruptcy	JUL 1995	
52.245-1*	Government Property	SEP 2021	
52.245-2	Government Property Installation Operation Services	APR 2012	Applies if the Government or Reseller will be providing Government Property to Company under the Purchase Order
52.245-9	Use and Charges	APR 2012	Applies if FAR 52.245-1 applies to the Purchase Order
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	NOV 2021	Not applicable to Purchase Orders for commercial products or commercial services unless an exception in paragraph (e)(4) of the clause applies

DFARS Clause	Title	Date	Applicability
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	
252.203-7003	Agency Office of the Inspector General	AUG 2019	Applies if FAR 52.203-13 applies
252.204-7003	Control of Government Personnel Work Product	APR 1992	
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	JAN 2023	Applies to Purchase Orders for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023	Applies to Purchase Orders for operationally critical support, or for which Order performance will involve covered defense information
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023	

252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023	
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2023	Not applicable to Purchase Orders solely for COTS items
252.204-7023	Reporting Requirements for Contracted Services, ALT I	JUL 2021	Upon request by Reseller, Company shall provide Reseller with the information Reseller needs to comply with this clause
252.211-7003	Item Unique Identification and Valuation	JAN 2023	Applies if the Purchase Order is for items for which item unique identification is required in accordance with paragraph (c)(1) of the clause
252.211-7003	Reporting of Government-Furnished Property	MAR 2022	Applies if the Purchase Order includes any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause
252.223-7008	Prohibition of Hexavalent Chromium	JAN 2023	
252.225-7001	Buy American and Balance of Payments Program	FEB 2024	Applies when the Order is for end products that will be delivered to the Government as-is (e.g., spare part)
252.225-7012	Preference for Certain Domestic Commodities	APR 2022	
252.225-7021	Trade Agreements	FEB 2024	Applies when the Order is for end products that will be delivered to the Government as-is (e.g., spare part)
252.225-7036	Buy American – Free Trade Agreements – Balance of Payments Program	FEB 2024	Applies when the Purchase Order is for end products that will be delivered to the Government as-is (e.g., spare part)
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015	Applies if Company is performing or traveling outside the United States under a Purchase Order
252.225-7048	Export-Controlled Items	JUN 2013	

252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	JAN 2023	Applies if the Purchase Order value exceeds \$500,000
252.227-7013*	Rights in Technical Data – Other Than Commercial Products and Commercial Services	MAR 2023	Applies if technical data for other than commercial products or commercial services, or for commercial products or commercial services developed in any part at Government expense, is to be obtained from Company for delivery to the Government under this Purchase Order
252.227-7015*	Technical Data - Commercial Products and Commercial Services	MAR 2023	Applies if technical data related to commercial products or commercial services developed in any part at private expense will be obtained from Company for delivery to the Government under this Purchase Order
252.239-7010	Cloud Computing Services	JAN 2023	Applies to Purchase Orders that involve or may involve cloud services
252.239-7018	Supply Chain Risk	DEC 2022	Applies if the Purchase Order involves the acquisition of information technology, whether acquired as a service or as a supply, that is a covered system, is a part of a covered system, or is in support of a covered system as defined at DFARS 239.7301
252.243-7002	Requests for Equitable Adjustment	DEC 2022	
252.244-7000	Subcontracts for Commercial Products or Commercial Services	NOV 2023	
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012	Applies if FAR 52.245-1 applies
252.245-7002	Reporting Loss of Government Property	JAN 2021	Applies if FAR 52.245-1 applies
252.245-7003	Contractor Property Management System Administration	APR 2012	Applies if FAR 52.245-1 applies

252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017	Applies if FAR 52.245-1 applies
252.246-7008	Source of Electronic Parts	JAN 2023	Applies to Purchase Orders that are for electronic parts or assemblies containing electronic parts, unless Company is the original manufacturer
252.247-7023	Transportation of Supplies by Sea - Basic	JAN 2023	Applies to Purchase Orders for the types of supplies described in paragraph (b)(2) of the clause; for Purchase Orders at or below \$250,000, only paragraphs (a) through (e) and paragraph (i) apply

CLAUSES IN FULL TEXT

NO EXPLOITATION

Under no circumstances may the contractor exploit, for commercial purposes or otherwise, personnel information (whether Privacy-Act Protected Information or not) obtained as a result of providing wireless services under this contract. This includes, but is not limited to, names, addresses, telephone numbers (to include business address and telephone numbers), of individual end-users of the wireless services. See FAR 52.224-1, Privacy Act Notification; and FAR 52.224-2, Privacy Act.

TRUSTWORTHINESS AND SECURITY

TRUSTWORTHINESS SECURITY - NAVY CONTRACT/TASK ORDERS

Purpose: Reference is hereby made to Navy awarded contracts requiring contractor access to Navy information systems, sensitive unclassified information or areas critical to the operations of the command. Although these contracts are not classified and therefore contractor employees are not required to have obtained a National Agency Check (NAC) trustworthiness determination, the Department of the Navy (DON) has determined that all DON information systems are sensitive regardless of whether the information is classified or unclassified. Contractors whose work involves access to sensitive unclassified information warrants a judgement of an employee's trustworthiness. Therefore, all personnel accessing DON computer systems must undergo a National Agency Check to verify their trustworthiness. Also, Commands will include Facility Access Determination (FAD) program requirements in the contract specifications when trustworthiness determinations will be required on the contractor employees. The following addresses those requirements for Trustworthiness Security:

- Each contractor employee will have a favorably completed National Agency Check (NAC).
- If contractor personnel currently have a favorably adjudicated NAC the contractor will notify the Security Manager of the command they will visit utilizing OPNAV 5521/27 Visit

Request form. The visit request will be renewed annually or for the duration of the contract if less than one year.

- If no previous investigation exists the contractor personnel will complete the requirement for a Trustworthiness NAC.

In accordance with NAVSUPINST 5239.1A, if the contractor employee is a Foreign National prior approval of the Network Security Officer (NSO) is required. Access may be granted to Foreign Nationals who have a need to know and at least one of the following applies:

- (a) Foreign National is employed by DOD, or
- (b) Foreign National possesses a current Functional Accreditation approved by the Navy International Program Office (NAVIPO), or
- (c) Foreign National possesses a current Visit Request Form (OPNAV 5521/27 (1-73) as defined in OPNAVINST 5510.1H), which is on file with the requesting activity.

The Trustworthiness NAC is processed through the command Security Manager. The NAC will be processed through the use of the Electronic Personnel Security Questionnaire (EPSQ) SF 85P. The EPSQ software can be downloaded at the Defense Security Service (DSS) website <http://www.dss.mil/epsq/index.htm>. The contractor should provide the completed EPSQ electronically (electronic mail/diskette) to the Command Security Manager along with the original signed release statements and two applicant fingerprint cards (FD 258). The responsibility for providing the fingerprint cards rests with the contractor. The Security Manager will review the form for completeness, accuracy and suitability issues. The completed SF 85P along with attachments will be forwarded to (DSS) who will conduct the NAC.

The Department of the Navy Central Adjudication Facility will provide the completed investigation to the requesting command security manager for the trustworthiness determination. The command will provide written notification to the contractor advising whether or not the contractor employee will be admitted to command areas or be provided access to unclassified but sensitive business information.

Trustworthiness determinations are the sole prerogative of the commanding officer of the sponsor activity. If the commanding officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final. No due process procedures are required.

The contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure.

ACCESS TO PRICING INFORMATION

THIRD PARTY CONTRACTOR ACCESS TO PRICING INFORMATION: In accordance with solicitation instructions and notations on Government web pages, the Contractor understands and agrees that information it considers "proprietary" or "trade secret" shall be properly safeguarded by Government personnel. Such information may nevertheless be accessed by third-party contractor personnel with appropriate organizational conflict of interest clauses and non-disclosure agreements in their respective support contracts. Access to these contractor employees shall be

permitted WITHOUT FURTHER NOTICE OR AGREEMENT for market surveys, studies, contract closeout, and for limited purposes in the course and scope of providing contractor advisory and assistance services to the Government. Government otherwise acknowledges that the information (to include unit pricing) will not be released under the Freedom of Information Act (FOIA) without first providing requisite notice to the Contractor and a meaningful opportunity to challenge any release under that Statute.

BUY AMERICAN/TAA

The Federal Acquisition Regulations, Subpart 25.103(e) states the following: “The restriction on purchasing foreign end products does not apply to the acquisition of information technology that is a commercial product, when using fiscal year 2004 or subsequent fiscal year funds (section 535(a) of Division F, Title V, Consolidated Appropriations Act, 2004, and similar sections in subsequent appropriations acts).”

FAR Subpart 2.101 defines “information technology” as follows: “any equipment, or interconnected system(s) or subsystem(s) of equipment, that is used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency.” Cellular devices (like smart phones and tablets) can be classified as information technology and therefore are exempt from the Buy American Act.

	Informational Technology FAR 25.103(e)	Buy American Act (BAA)	Trade Agreements Act (TAA)	Berry Amendment 10 U.S.C. § 2533a
Cell Phone, Pagers (PSG 58)	Y	N <i>IT exception, FAR 25.103(e)</i>	N <i>not listed in DFARS 225.401-70</i>	n/a
Tablets/iPads (PSG 70)	Y	N <i>IT exception, FAR 25.103(e)</i>	Y	n/a
Keyboard (PSG 70)	Y	N <i>IT exception, FAR 25.103(e)</i>	Y	n/a
headphones/chargers (PSG 59)	Y	N <i>IT exception, FAR 25.103(e)</i>	N <i>not listed in DFARS 225.401-70</i>	n/a
Phone case/ tablet case/ glass cover (PSG 58)	N	Y	N <i>not listed in DFARS 225.401-70</i>	n/a
Telecommunication services		N	N	n/a

Note 1: In the WTO GPA and each FTA, there is a U.S. schedule that lists services that are excluded from that agreement in acquisitions by the United States, and telecommunications network services (i.e., voice telephone services, packet-switched data transmission services) are excluded from all the agreements.

GOVERNMENT-FURNISHED PROPERTY

GOVERNMENT-FURNISHED PROPERTY, MATERIALS AND SERVICES:

The provisioning of the GFP clause is to facilitate coverage for the Navy-only wireless cellular sites. “Navy only “refers to coverage. Cellular providers can access GFP only if providing service to Navy customers within Federal property boundaries. [Any proposed GFP site which allows non-Navy customers access, i.e. any requests for use of GFP for commercial services, even if incidental, requires a standard Fair Market Value (FMV) lease per DoN regulations and processes for use of DoN real property.] Navy and the wireless carriers shall document the additions or deletions of the specific GFP, including all requirements pending final approval by the Contracting Officer prior to issuance of modification (as required).

- In accordance with FAR Clause 52.245-1, Government Property (APR 2012), the Government will provide the Contractor the use of Government Furnished Government-owned facilities and utilities for use only in connection with this contract. All such facilities will be provided in "as is" condition and their use is at the option of the Contractor. In accordance with the cited FAR Clause, the property shall be returned to the Government, at no additional cost to the Government, in the same “as is” condition, less normal wear and tear, at the end of the contract performance, or if the Contracting Officer so directs, in writing. [The Contractor shall be required to properly inventory the property and note any defects and/or damages that might affect Contract performance and/or might be cause for dispute at the end of the contract period of performance.]
- Government-Furnished Equipment: Where feasible in the sole discretion of the Government, non-exclusive use of the facilities as described in Exhibit A, Attachment 3 or made available to the Contractor for locating equipment necessary for the performance of this contract, such as antenna masts, equipment shelters, towers, and other related equipment. The Contractor shall have ingress and egress access to Government property and non-exclusive use of Government-owned facilities, to include conduits, ducts, and cable pathways as agreed to by the government for the performance of this contract. The Contractor shall be responsible and accountable for such facilities accepted for use and shall take adequate precautions to prevent fire hazards, odors, and vermin. The Contractor shall obtain the appropriate written site approval from the base Public Works Officer prior to contractor use of Government property and/or facilities; such use includes making any modifications or alterations to the facilities.
- Any such modifications or alterations approved by the Government will be made at the expense of the Contractor. At the completion of the contract, or if directed to do so in writing by the Contracting Officer, all facilities shall be returned to the Government in the same condition as received, except for normal wear and tear. Pursuant to the appropriate to the real estate agreements executed, the Contractor will pay fair market value for additional commercial use, if any, of government furnished property. Such commercial use

of Contractor facilities placed on Government property, or other use of government facilities, is only permitted as an adjunct of the provision of services under this contract.

- Contractors assigned Government Property for the purposes of adding antennas or other signal generating shall start the NAVFAC Site Approval Request (SAR) process. If the contractor fails to start the SAR process within ninety (90) days of receiving the property or fails to obtain a successful SAR the Government Property Shall be unilaterally removed from Government sites. FLC San Diego shall not coordinate the SAR process or be responsible, either by express contract terms or by implication, for successful SAR approval. The Contracting Officer may only make a specific article of Government Property available once for the contractor to start the SAR process or to reject adding it to the contract. The contracting officer shall offer the specific/similar government property to each of the multiple award contract holders through an initial offering.

Contractor property, wherever situated on Government property and/or in a Government facility, shall be removed within ninety (90) days at end of contract, or after notification by the Contracting Officer in writing, whichever is sooner, As indicated elsewhere, Government property shall be restored to as is or as was condition, less normal wear and tear. The Contractor will be liable for any damages to Government property under this clause, less normal wear and tear. If Contractor fails to remove Contractor property after 90 days.

6.9 National Information Assurance Partnership (NIAP)

NIAP and DISA standards evolve to provide network secure services and devices. As NIAP and DISA standards change, the Contract may be modified to include these evolved capabilities of the devices and Service Plans offered. Contractors shall conform with the required NIAP and DISA standards or be off-ramped in accordance with PWS Section 7.8.b.

6.10 Security Breach/Cyber Incident

The Contractor shall conduct activities in accordance with the terms and conditions herein and applicable laws/regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

A security breach or cyber incident has occurred when any third party has received unauthorized access to any Contractor operational networks or storages for any data associated with Contractor furnished devices and services.

When the Contractor discovers a Security Breach or cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support.

Cyber incident reporting shall be rapidly reported within 72hrs. The Contractor shall make every effort to report cyber incidents as soon as possible. Cyber incidents shall be reported to DoD. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements prescribed in Defense Federal Acquisition Regulation (DFARS) 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

The safeguarding and cyber incident reporting required by the terms and conditions of this agreement in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this agreement, or as a result of other applicable U.S. Government statutory or regulatory requirements.

6.12 Section 508 – Rehabilitation Act

Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use information and communication technology (ICT), it must be accessible to people with disabilities. Federal employees and members of the public who have disabilities must have access to, and use of, information and data that is comparable to people without disabilities.

Compliance to Section 508 of the Rehabilitation Act applies to all Federal agencies when they develop, procure, maintain, or use electronic and Information technology. All EIT procured through these Contracts must meet the applicable accessibility standards specified in 36 CFR 1194.2, unless an agency exception to this requirement exists.

6.14 Warranty

Contractors shall provide full coverage of any standard commercial warranty normally offered in a similar commercial sale at no additional cost to the Government.

Contractors shall provide a copy of the standard commercial warranty with the device. The standard commercial warranty period shall begin upon the final acceptance of the applicable device or software. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause, nor does it limit the Government's rights with regard to other terms and conditions of the Contracts. All commercial packaging warranty documentation for any devices and software, normally provided by the typical Original Equipment Manufacturer (OEM) shall be provided to the Government.