

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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15

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/28/2021		2. CONTRACT NO. (If any) GS-35F-0889N		6. SHIP TO:	
3. ORDER NO. 68HERD21F0238		4. REQUISITION/REFERENCE NO. PR-OMS-21-01359		a. NAME OF CONSIGNEE Multiple See Delivery Information	
5. ISSUING OFFICE (Address correspondence to) ITAD US Environmental Protection Agency 109 T.W. Alexander Drive Mail Code: AA005 Research Triangle Park NC 27709				b. STREET ADDRESS	
				c. CITY	e. ZIP CODE
7. TO: Rikki Ghai				f. SHIP VIA	
a. NAME OF CONTRACTOR MCP Computer Products Inc.				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 1565-103 CREEK STREET				REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if anv. including delivery as indicated.	
d. CITY SAN MARCOS		e. STATE CA	f. ZIP CODE 920782426	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE OEI IT Operations/SBMD/SMB	

11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input checked="" type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input checked="" type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB				12. F.O.B. POINT	
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO.	
				15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 90 Days After Award	
				16. DISCOUNT TERMS	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 022567908 TOCOR: GMERIWEA InvoiceApprover: GMERIWEA Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME RTP Finance Center						\$2,174,799.54
	b. STREET ADDRESS (or P.O. Box) US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts						\$2,174,799.54
c. CITY Durham			d. STATE NC	e. ZIP CODE 27711		17(i) GRAND TOTAL	

22. UNITED STATES OF AMERICA BY (Signature)

09/28/2021

Robert D. Flowers

ELECTRONIC SIGNATURE

23. NAME (Typed)
Robert D. Flowers
TITLE: CONTRACTING/ORDERING OFFICER

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO
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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 09/28/2021	CONTRACT NO. GS-35F-0889N	ORDER NO. 68HERD21F0238
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Admin Office: ITAD US Environmental Protection Agency 109 T.W. Alexander Drive Mail Code: AA005 Research Triangle Park NC 27709 Accounting Info: 21-WR-YWDDIT1-000YF8-3145-CCTREFEQ-21YWHIM10 6-001 BFY: 21 Fund: WR Budget Org: YWDDIT1 Program (PRC): 000YF8 Budget (BOC): 3145 Job #: CCTREFEQ DCN - Line ID: 21YWHIM106-001					
0001	See Section 2 Description Specifications Product/Service Code: 7B22 Delivery Location Code: OTHER Multiple See Delivery Information Amount: \$53,562.40				53,562.40	
0002	See Section 2 Description Specifications Product/Service Code: 7B22 Delivery Location Code: OTHER Multiple See Delivery Information Amount: \$265,715.98				265,715.98	
0003	See Section 2 Description Specifications Product/Service Code: 7B22 Delivery Location Code: OTHER Multiple See Delivery Information Amount: \$569,147.70				569,147.70	
0004	See Section 2 Description Specifications Product/Service Code: 7B22 Delivery Location Code: OTHER Multiple See Delivery Information Amount: \$576,164.00 Continued ...				576,164.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$1,464,590.08

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO
3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
09/28/2021	GS-35F-0889N	68HERD21F0238

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0005	See Section 2 Description Specifications Product/Service Code: 7B22 Delivery Location Code: OTHER Multiple See Delivery Information Amount: \$576,164.00				576,164.00	
0006	See Section 2 Description Specifications Product/Service Code: 7B22 Delivery Location Code: OTHER Multiple See Delivery Information Amount: \$27,502.26				27,502.26	
0007	See Section 2 Description Specifications Product/Service Code: 7B22 Delivery Location Code: OTHER Multiple See Delivery Information Amount: \$106,543.20				106,543.20	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))


\$710,209.46

SECTION 1 - Supplies / Prices

1.1 TASK ORDER ACCEPTANCE

Pursuant to the terms and conditions of Blank Purchase Agreement (BPA) 47QTCA19A000K and this task order GS-35F-0889N 68HERD21F0238 (hereafter referred to as "contract"), the contractor shall perform the work required in accordance with Section 2, entitled, Specifications and Pricing.

Signature of the Contractor represents acceptance of this contract.

	Chad Rhea / Sr. Account Executive	9/27/21
Signature	Print Name/Title	Date

NOTE: Only those contract sections which provide more detailed information specific to this particular contract are provided below. For those contract sections not identified below, all terms and conditions of the GSA Contract remain in effect.

1.2 BRIEF DESCRIPTION OF SUPPLIES

The EPA requires Dell Laptops.

1.3 TYPE OF ORDER

This is a firm fixed price call order for supplies.

SECTION 2 - Description/Specifications

CLIN NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
0001	Dell Latitude 7320 Detachable with FPR/SmartCard/NFC, 11th Generation Intel(R) Core(TM) i7-1180G7 (4 Core, 12M cache, base 2.2GHz, up to 4.6GHz, vPro capable), 16 GB, LPDDR4X SDRAM, 4267MHz, M.2 256GB PCIe NVMe Class 35 SSD, Windows 10 Pro, Detachable Keyboard and Pen, Intel Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.1, 13" FHD+ Touch, Super Low Power, Low Blue Light, Gorilla Glass 6 DX, 4 Years ProSupport Flex with Next Business Day Onsite & KYHD, Extended Battery Service for Years 2 and 3 of System Life	20	\$2,678.12	\$53,562.40

DELIVERY INFORMATION

Technical Point of Contact	Gloria Meriweather
Technical POC Email	Meriweather.Gloria@epa.gov
Technical POC Telephone	202-302-47018
Alternate Point of Contact	Kay Larsen
Alternate POC Email	Lardon.kay@epa.gov
Alternate POC Telephone	(734) 214-4428
Delivery Points of Contact	SAME AS ALTERNATE POINT OF CONTACT
Delivery Address for Hardware	U.S. Environmental Protection Agency NVFEL 2565 Plymouth Rd Ann Arbor, MI 48105
Vendor Delivery Instructions	N/A

Description/Specifications

CLIN NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
0002	27" Monitors P2722H, 68.6cm (27") (210-BBCL)	50	\$269.63	\$13,481.50
	Latitude 5320 2in1, 11th Generation Intel® Core™ i7-1185G7 (4 Core, 12M cache, base 3.0GHz, up to 4.8GHz, vPro), Windows 10 Pro, Intel® Iris® Xe Graphics, Thunderbolt, 16G, SmartCard Only, Backlit, WLAN, 16G Onboard Memory, M.2 256GB PCIe NVMe Class 35 SSD, 13.3" FHD 360 (1920x1080) Touch, AG, GG6 DXC, WVA/IPS, HD Camera, 300 nits, Backlit Keyboard, Intel® Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.1, 4 Cell 63Whr ExpressCharge™ Capable Battery, 4 Years ProSupport Flex with Next Business Day Onsite & KYHD Service, 2 Years Extended Battery Service for Years 2 and 3 of System Life, Dell Dock- WD19DS 130w Power Delivery - 180w AC, C2G HDMI to DVI-D Adapter - HDMI to Single Link DVI-D Converter, Tripp Lite 6in DisplayPort to VGA Adapter Active Converter	39	\$1,747.54	\$68,154.06
	Dell Latitude 7320 Detachable with FPR/SmartCard/NFC, 11th	2	\$2678.12	\$5,356.24

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	Generation Intel(R) Core(TM) i7-1180G7 (4 Core, 12M cache, base 2.2GHz, up to 4.6GHz, vPro capable), 16 GB, LPDDR4X SDRAM, 4267MHz, M.2 256GB PCIe NVMe Class 35 SSD, Windows 10 Pro, Detachable Keyboard and Pen, Intel Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.1, 13" FHD+ Touch, Super Low Power, Low Blue Light, Gorilla Glass 6 DX, 4 Years ProSupport Flex with Next Business Day Onsite & KYHD, Extended Battery Service for Years 2 and 3 of System Life			
	Headsets	400	\$48.43	\$19,372.00
	Mobile Adapters Dell USB-C Mobile Adapter - DA310	330	\$69.84	\$23,047.20
	Precision Workstation 7760, 11th Gen Intel Core Processor i9-11950H (8 Core, 24MB Cache, 2.60GHz to 5.00GHz, 45W, vPro), Windows 10 Pro English, NVIDIA RTX A5000 w/16 GB GDDR6, 17.3" IPS UHD, 3840x2160, 120Hz, Anti-Glare, Non-Touch, 100% Adobe,500 Nits, HDR400, IR Cam/Mic,WLAN, 128 GB, 4 x 32 GB, DDR4, 3200MHz, M.2 2280 2 TB, Gen 4 PCIe x4 NVMe SSD, Backlit Keyboard, Palmrest Smart Card Only, Intel Wi-Fi 6 AX210 Wireless Card with Bluetooth 5.2, 6 Cell 95Whr Long Life Cycle Lithium Ion Polymer Battery (3 Years Warranty), 4 Years ProSupport Flex with Next Business Day Onsite & KYHD, Dell Performance Dock- WD19DCS 210w PD	16	\$7,719.43	\$123,510.88
	Wireless KB/mouse	330	\$38.77	\$12,794.10
0003	Latitude 5320 2in1, 11th Generation Intel® Core™ i7-1185G7 (4 Core, 12M cache, base 3.0GHz, up to 4.8GHz, vPro), Windows 10 Pro, Intel® Iris® Xe Graphics, Thunderbolt, 16G, SmartCard Only, Backlit, WLAN, 16G Onboard Memory, M.2 256GB PCIe NVMe Class 35 SSD, 13.3" FHD 360 (1920x1080) Touch, AG, GG6 DXC, WVA/IPS, HD Camera, 300 nits,	330	\$1,724.69	\$569,147,.70

MCP Computer Products Inc
GS-35F-0889N/ 68HERD21F0238

	Backlit Keyboard, Intel® Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.1, 4 Cell 63Whr ExpressCharge™ Capable Battery, 4 Years ProSupport Flex with Next Business Day Onsite & KYHD Service, 2 Years Extended Battery Service for Years 2 and 3 of System Life, Dell Dock- WD19DS 130w Power Delivery - 180w AC, C2G HDMI to DVI-D Adapter - HDMI to Single Link DVI-D Converter, Tripp Lite 6in DisplayPort to VGA Adapter Active Converter			
0004	Mobile Precision 7560, 11th Gen Intel Core Processor i9-11950H (8 Core, 24MB Cache, 2.60GHz to 5.00GHz, 45W, vPro), Windows 10 Pro, 32 GB, 2x16 GB, DDR4, 3200MHz, NVIDIA T1200 w/4 GB GDDR6, M.2 2280 1 TB, Gen 3 PCIe x4 NVMe SSD, Intel Wi-Fi 6E AX210, (6GHz), 2x2 with BT5.2, Backlit Keyboard, 15.6" FHD, 1920x1080, 60Hz, Touch, 100% DCIP3, 500 Nits, IR Cam/Mic, WLAN, 6 Cell 95Whr Long Life Cycle Lithium Ion Polymer Battery (3 Years Warranty), 4 Years ProSupport Flex with Next Business Day Onsite & KYHD Service, Dell Performance Dock- WD19DCS 210w PD, C2G HDMI to DVI-D Adapter - HDMI to Single Link DVI-D Converter, Tripp Lite 6in DisplayPort to VGA Adapter Active Converter	200	\$2,880.82	\$576,164.00
0005	Mobile Precision 7560, 11th Gen Intel Core Processor i9-11950H (8 Core, 24MB Cache, 2.60GHz to 5.00GHz, 45W, vPro), Windows 10 Pro, 32 GB, 2x16 GB, DDR4, 3200MHz, NVIDIA T1200 w/4 GB GDDR6, M.2 2280 1 TB, Gen 3 PCIe x4 NVMe SSD, Intel Wi-Fi 6E AX210, (6GHz), 2x2 with BT5.2, Backlit Keyboard, 15.6" FHD, 1920x1080, 60Hz, Touch, 100% DCIP3, 500 Nits, IR Cam/Mic, WLAN, 6 Cell 95Whr Long Life Cycle Lithium Ion Polymer Battery (3 Years Warranty), 4 Years ProSupport Flex with Next Business Day Onsite & KYHD Service, Dell Performance Dock- WD19DCS 210w PD, C2G	200	\$2,880.82	\$576,164.00

	HDMI to DVI-D Adapter - HDMI to Single Link DVI-D Converter, Tripp Lite 6in DisplayPort to VGA Adapter Active Converter			
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DELIVERY INFORMATION

Technical Point of Contact	Gloria Meriweather
Technical POC Email	Meriweather.Gloria@epa.gov
Technical POC Telephone	202-302-47018
Delivery Points of Contact	Dexter Johnson Johnson.dexter@epa.gov (202) 525-9877
Delivery Address for Hardware	DC Warehouse US Environmental Protection Agency 8335 Ardwick Ardmore Road Hyattsville MD 20785
Vendor Delivery Instructions	Deliveries receive M-F between 8:30 and 3:30. We have a loading dock with a dock plate. Three days prior to shipment to the DC Warehouse, vendor shall notify the delivery points of contact, otherwise the order may be rejected. In addition, when possible, include a purchase document or something similar to verify proper receipt of shipment.

SECTION 2 - Description/Specifications

CLIN NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
0006	27" Monitor " P2722H, 68.6cm (27") (210-BBCL)	102	\$269.93	\$27,502.26

3.1 DELIVERY INFORMATION

Technical Point of Contact	Gloria Meriweather
Technical POC Email	Meriweather.Gloria@epa.gov
Technical POC Telephone	202-302-47018
Alternate Point of Contact	Sherese Woodfine
Alternate POC Email	Woodfine.sherese@epa.gov
Alternate POC Telephone	(617) 918-1832
Delivery Points of Contact	POC 1 Name: Michael Ottariano POC 1 Phone: 617-918-1190 POC 1 Email: Ottariano.Michael@epa.gov

Delivery Address for Hardware	<p>Region 1 U.S. Environmental Protection Agency 5 Post Office Square, Suite 100 Boston, MA 02109</p>
Vendor Delivery Instructions	<p>Deliveries will only be accepted Monday – Friday from 8 AM to 2 PM. There are no limitations to quantity. Must be notified 2 days prior to deliver so that we can notify building security and the loading dock. Delivery trucks must have a lift gate so that delivery can be made on side of building (Milk St.) and our K9 Unit can check the boxes. Trucks making delivery must be inspected prior to entering loading dock. For inside delivery, COI (Certificate of Insurance) is required to be submitted 1-32 days prior to delivery – see POC for copy of DOI form. All visitors/contractors must sign in at the loading dock and obtain a badge for authorized building access via the freight elevator. A driver’s license or other form of ID must be exchanged in order to obtain a badge. All deliveries must be approved in advance by Fountain Place Management by submitting a properly completed COI and Fountain Place Entry Clearance form (after hours only). Contractors/vendors who enter EPA space must be accompanied by an EPA (badged) employee at all times.</p> <p>Truck and Height Requirements: Only a bobtail trailer without a smoke stack is allowed. Maximum truck height measured from ground to highest point is 13’. Freight elevators availability & weight capacity and dimensions: 11’H x 4’x 10’D x 8’6” W. Door Height 7’4”H x 4’W. maximum weight 4000 lbs.</p> <p>The point of contact for questions regarding delivery details are as follows: Sherese Woodfine (617) 918-1832 woodfine.sherese@epa.gov</p>

SECTION 2 - Description/Specifications

CLIN NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
0007	Latitude 5320 2in1, 11th Generation Intel® Core™ i7-1185G7 (4 Core, 12M cache, base 3.0GHz, up to 4.8GHz, vPro), Windows 10 Pro, Intel® Iris® Xe	60	\$1,775.72	\$106,543.20

Graphics, Thunderbolt, 16G, SmartCard Only, Backlit, WLAN, 16G Onboard Memory, M.2 256GB PCIe NVMe Class 35 SSD, 13.3" FHD 360 (1920x1080) Touch, AG, GG6 DXC, WVA/IPS, HD Camera, 300 nits, Backlit Keyboard, Intel® Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.1, 4 Cell 63Whr Express Charge™ Capable Battery, 4 Years ProSupport Flex with Next Business Day Onsite & KYHD Service, 2 Years Extended Battery Service for Years 2 and 3 of System Life, Dell Dock- WD19DS 130w Power Delivery - 180w AC, C2G HDMI to DVI-D Adapter - HDMI to Single Link DVI-D Converter, Tripp Lite 6in DisplayPort to VGA Adapter Active Converter			
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3.2 DELIVERY INFORMATION

Technical Point of Contact	Gloria Meriweather
Technical POC Email	Meriweather.Gloria@epa.gov
Technical POC Telephone	202-302-47018
Alternate Point of Contact	Sam Alaw
Alternate POC Email	Alaw.sam@epa.gov
Alternate POC Telephone	214-665-2171
Delivery Points of Contact	<p>POC 1 Name: Sam Alaw POC 1 Phone: 214-665-2171 POC 1 Email: alaw.sam@epa.gov</p> <p><i>If applicable</i> POC 2 Name: Dwayne Patrick POC 2 Phone: 214-665-6582 POC 2 Email: Patrick.dwayne@epa.gov</p>
Delivery Address for Hardware	<p>Region 6 U.S. Environmental Protection Agency 1201 Elm Street Dallas, TX 75202 Attention: Sam Alaw or Dwayne Patrick</p>
Vendor Delivery Instructions	<p>Deliveries will only be accepted Monday - Friday from 7 AM to 3 PM. Reservations should be for 3 hours maximum. From 7:00AM – 4:00PM, dock access and flow of traffic is regulated by the Security Dock Master who strictly enforces - dock parking spaces are for 30-minute deliveries only on a “first-come, first serve” basis.</p> <p>Must be notified 2 days prior to delivery so that we can notify</p>

building security and the loading dock. Trucks making delivery are inspected by security prior to entering the loading dock.

For inside delivery a Certificate of Insurance (COI) form is required to be filled out and submitted 1 – 2 days prior to delivery; see point of contact for copy of COI form.

Contractors/vendors who must enter EPA secured space are always required to be escorted by an EPA (badged) employee.

Truck and Height Requirements:

The accessible truck height (non-tandem) for underneath the loading dock is 11’6” due to an offset underneath the surrounding walkway at 1’10”. Smaller vehicles and courier cars are not allowed to park at the loading dock. These vehicles can use the parking garage on Pacific Street across from the building.

4.1 PACKAGING AND MARKING

All information and deliverables shall be delivered to the address shown in Section 5.2 and shall be marked as follows:

1. Name and address of the Contractor;
2. Contract Number and Order Number;
3. Description of item contained therein; and
4. Consignee's name and address.

SECTION 5 - Inspection and Acceptance

5.1 INSPECTION AND ACCEPTANCE (ORDERS)

Pursuant to the inspection clause as provided in the master contract, all items specified in Section 2.1, of this document, to be delivered under this order is subject to final inspection and acceptance by an authorized representative of the Government. The authorized representative of the Government is the Government's COR, who is responsible for inspection and acceptance of all services, materials, or supplies to be provided by the Contractor.

SECTION 6 - Deliveries or Performance

6.1 DELIVERY DATE

90 days after award.

SECTION 7 - Contract Administration Data

7.1 AUTHORITIES OF GOVERNMENT PERSONNEL

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of this contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government's points of contact during the performance of this contract:

Contracting Officer:

Name: Robert Flowers

Phone: (919) 541-2182

E-mail: flowers.rob@epa.gov

All communications pertaining to contractual and/or administrative matters under this contract shall be sent to:

Contract Specialist:

Name: Michelle Graf

Phone: (919) 541-1004

E-mail: graf.michelle@epa.gov

Note: The Contracting Officer is the only individual authorized to modify the contract.

SECTION 8 - Additional Clauses, Terms, and Conditions

FAR 52.252-2 -- 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): <http://www.acquisition.gov>

8.1 FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network).

Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

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

Covered telecommunications equipment or services means—

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

Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

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

Critical technology means—

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13,

2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

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

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

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(d) *Reporting requirement.*

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

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

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

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

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e)

and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

8.2 ENVIRONMENTAL PROTECTION AGENCY ACQUISITION REGULATION (EPAAR (48CFR CHAPTER 15)

EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT. (JUL 2016)

EPAAR 1552.232-70 SUBMISSION OF INVOICES (DEC 2018)