

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number SEE SCHEDULE		Page 1 Of 19			
2. Contract No. W15QKN-20-P-0121		3. Award/Effective Date 2020SEP23		4. Order Number		5. Solicitation Number		6. Solicitation Issue Date	
7. For Solicitation Information Call:		A. Name ANTONIUS GILL			B. Telephone Number (No Collect Calls) (973) 724-2683		8. Offer Due Date/Local Time		
9. Issued By ARMY CONTRACTING COMMAND - NJ PICATINNY ARSENAL, NJ 07806-5000				Code W15QKN		10. This Acquisition is <input type="checkbox"/> Unrestricted OR <input type="checkbox"/> Set Aside: % For:			
				<input type="checkbox"/> Small Business		<input type="checkbox"/> Women-Owned Small Business (WOSB) Eligible Under the Women-Owned Small Business Program			
				<input type="checkbox"/> Hubzone Small Business		<input type="checkbox"/> EDWOSB			
				<input type="checkbox"/> Service-Disabled Veteran-Owned Small Business		NAICS: 511210			
				<input type="checkbox"/> 8(A)		Size Standard:			
11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule			12. Discount Terms			13a. This Contract Is A Rated Order Under DPAS (15 CFR 700) <input type="checkbox"/> 13b. Rating NONE			
15. Deliver To SEE SCHEDULE				Code		14. Method Of Solicitation <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
16. Administered By ACC NJ BLDG 10 PHIPPS RD PICATINNY ARSENAL, NJ 07806-5000				Code		W15QKN			
17a. Contractor/Offeror Code 31YB3 Facility D. MILLER & ASSOCIATES, LTD. 742 LAUREL AVE HIGHLAND PARK, IL 60035-3561				18a. Payment Will Be Made By Code HQ0490 DFAS-INDY VP GFEB 8899 E. 56TH STREET INDIANAPOLIS IN 46249-3800					
Telephone No. (847) 266-1941				18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum					
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer									
19. Item No.		20. Schedule Of Supplies/Services			21. Quantity	22. Unit	23. Unit Price		24. Amount
		SEE SCHEDULE							
		(Use Reverse and/or Attach Additional Sheets As Necessary)							
25. Accounting And Appropriation Data SEE CONTRACT ADMINISTRATION DATA						26. Total Award Amount (For Govt. Use Only) \$21,000.00			
<input type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached. Addenda <input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.									
<input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4, FAR 52.212-5 Is Attached. Addenda <input type="checkbox"/> Are <input checked="" type="checkbox"/> Are Not Attached.									
<input checked="" type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return 2 Copies to Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified.					<input type="checkbox"/> 29. Award Of Contract: Ref. _____ Offer Dated _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items:				
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer) /SIGNED/					
30b. Name And Title Of Signer (Type Or Print)			30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) DAVID S GORDON DAVID.S.GORDON26.CIV@MAIL.MIL (973) 724-6093			31c. Date Signed 2020SEP23	

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

☐ Received
 ☐ Inspected
 ☐ Accepted, And Conforms To The Contract, Except As Noted: _____

32b. Signature Of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative		
32e. Mailing Address of Authorized Government Representative			32f. Telephone Number of Authorized Government Representative		
			32g. E-Mail of Authorized Government Representative		
33. Ship Number		34. Voucher Number	35. Amount Verified Correct For	36. Payment	37. Check Number
<input type="checkbox"/> Partial	<input type="checkbox"/> Final			<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	
38. S/R Account No.		39. S/R Voucher Number	40. Paid By		
41a. I Certify This Account Is Correct And Proper For Payment			42a. Received By (Print)		
41b. Signature And Title Of Certifying Officer			41c. Date		
			42c. Date Rec'd (YY/MM/DD)	42d. Total Containers	

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 19
	W15QKN-20-P-0121 PIIN/SIINMOD/AMD	
Name of Offeror or Contractor: D. MILLER & ASSOCIATES, LTD.		

SUPPLEMENTAL INFORMATION

Buyer Name: ANTONIUS GILL
Buyer Office Symbol/Telephone Number: CCNJ-JA/(973)724-2683
Type of Contract 1: Firm Fixed Price
Kind of Contract: Other
Type of Business: Other Small Business Performing in U.S.
Surveillance Criticality Designator: C

- *** End of Narrative A0000 ***
1. This is firm fixed price purchase order for the purchase and delivery of Enterprise Content Management (ECM) Software, including the software support and maintenance for the Combat Capability Development Command - Armament Center.
 2. The period of performance will consist of a base year with two, one year options.
 3. This requirement is being awarded on a sole source basis to the original software developer D. Miller & Associates, Ltd. pursuant to FAR 13.106-1(b)(1).
 4. If at any time during the performance of this contract a contractor commercial End User License Agreement (EULA) term is found in conflict with U.S. Code, FAR, DFARS, AFARS, this contract, order or Addenda (Attachment 0001), the Government's terms will take precedence.

*** END OF NARRATIVE A0001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued W15QKN-20-P-0121 PIIN/SIIN MOD/AMD	Page 3 of 19
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Name of Offeror or Contractor: D. MILLER & ASSOCIATES, LTD.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>ENTERPRISE CONTENT MANAGEMENT (ECM) SOFTWARE & SUPPORT</u></p> <p>SERVICE REQUESTED: ECM SW BASE YEAR PSC: D319 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>Contractor may invoice for the full amount at time of contract award.</p> <p>(End of narrative A001)</p> <p>PRON: EH0MB041EH PRON AMD: 01 ACRN: AA</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> Period of Performance Start Date: 23-SEP-2020 End Date: 23-SEP-2021</p> <table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>001</td><td>1</td><td>23-SEP-2021</td></tr></table> <p>\$ 21,000.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	23-SEP-2021	1	LO		\$ 21,000.00
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	23-SEP-2021												
0002	<p><u>ENTERPRISE CONTENT MANAGEMENT (ECM) SOFTWARE & SUPPORT</u></p> <p>SERVICE REQUESTED: ECM SW OPTION PERIOD ONE (1) PSC: D319 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 1 0730</p> <p>\$ 21,000.00</p>	1	LO		\$ 21,000.00									

Name of Offeror or Contractor: D. MILLER & ASSOCIATES, LTD.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<div>ENTERPRISE CONTENT MANAGEMENT (ECM) SOFTWARE & SUPPORT</div> <div>SERVICE REQUESTED: ECM SW OPTION PERIOD TWO (2) PSC: D319 CLIN CONTRACT TYPE: Firm Fixed Price</div> <div>Inspection and Acceptance INSPECTION: DestinationACCEPTANCE: Destination</div> <div>Deliveries or Performance DEL REL CDQUANTITYDAYS AFTER AWARD 00111095 \$21,000.00</div>	1	LO		\$21,000.00

CONTINUATION SHEET	Reference No. of Document Being Continued W15QKN-20-P-0121 PIIN/SIIN MOD/AMD	Page 5 of 19
Name of Offeror or Contractor: D. MILLER & ASSOCIATES, LTD.		

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Statement of Work

Enterprise Content Management (ECM) Maintenance

1. SCOPE

This effort is to support the U.S. Army Combat Capabilities Development Command Armament Center (CCDC AC) at Picatinny, NJ. CCDC AC provides cradle-to-grave life cycle engineering for a broad spectrum of armament technologies and products. The objective of this purchase order is to provide software maintenance support for the ECM software to CCDC ACs Armament Software Engineering Center (Armament SEC).

1.1. Background

The Configuration Management / Library System Management (CM/LSM) team provides services to the Armament SEC organization within the Weapons and Software Engineering Center (WSEC) under CCDC AC. The CM Repository is a facility within the Armament SEC. The Armament SEC is an Army Materiel Command Chartered Life Cycle Software Engineering Center which requires Software Configuration Management activities. The Repository, managed by the CM/LSM Project, provides secure centralized storage for Unclassified hardware, software, and documentation related to artifacts (e.g. code, documentation, firmware) developed and/or maintained by the Armament SEC, including software Configuration Control Board (CCB) approved baselines. The Repository fulfills the Armament SECs requirements for controlled storage of software process-related information, baselines and associated configuration management records. CMDR is a web based tool implemented, managed and utilized by the CM/LSM project. MDR assists CM/LSM in providing Organizational CM and LSM for projects supported by the Armament SEC. CM/LSM manages the library system, consisting of over 30,000 artifacts, including formally approved software (SW) baselines, known as Software Engineering Data Packages (SEDP). MDR was designed with an open architecture that can be modified to meet both current and future CM/LSM Projects and customers needs. CMDR provides an interface to access information (e.g. name, location, number, version, date) about stored artifacts (document, software and firmware). Electronic versions of artifacts can be uploaded and accessed. Database searches can be conducted utilizing parameters and fields, (i.e., system/project, item type, media type, SW version). ECM Search Engine Software was added to CMDR and allows for full content search capabilities (searching through digital artifacts). ermission levels are assigned for users based on project and role. Administrative permissions and rights are strictly limited for security. The Administrative users have increased abilities including the checking in/checking out of artifacts and the modifying and customizing of parameters. The full content search capability was added to CMDR to fulfill the need to search all electronic artifacts for key words and receive the documents that contained the results, as well as open and display each document included in the search results. The ECM search engine software from Dale Miller Associates, LTD, was the result of a previous market research and Decision Analysis Resolution (DAR) weighted matrix for an appropriate digital library search tool for CM/LSMs Repository database tool CMDR. Software maintenance and customer support, to include technical support, upgrades, and resolution of server migration issues, is needed to continue our goal to provide the full content digital search capability for Armament Software Engineering Center personnel to perform powerful keyword searches on all of their digital Repository artifacts.

2. APPLICABLE DOCUMENTS

None

3. REQUIREMENTS

3.1. ECM Software Maintenance Service Agreement

3.1.1. Installation

The Contractor shall install the latest updates to ECM Search Engine application with all necessary linkages (i.e. archiver) for full performance on a B31 server, maintaining the access to the archived data in current SQL database. The ECM application shall be accessible to CM/LSM administrator staff. The Contractor shall provide version deskside training to CM/LSM administrator staff, as needed.

3.1.2. Support

The Contractor shall provide technical support to the CM/LSM staff via telephone and email Monday Friday 9am-5pm, EST. The Contractor shall provide software version upgrades and patches, as well as applicable manuals and user guides via compact disc, access online, or other allowable file sharing means.

3.2. Deliverables

The deliverables for this task are the technical software support phone calls and emails, available upgrades and patches, and manuals and user guides remotely.

3.3. Security

The highest level of classification is Unclassified. Contract personnel shall be capable of accessing, handling, receiving, and storing UNCLASSIFIED documents, equipment, hardware, and test items, using the applicable standards of FOUO and CUI. The contractor is subject to compliance with the CCDC AC Operations Security Plan, per AR 530-1 (or DoDM 5205.02-M), This SOP/Plan will specify the government's critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it.

3.4. Period of Performance

The period of performance shall be one base year plus two option years from the date of the award of the Purchase Order.

3.5. Service Location

The work to be performed under this task shall be performed at the contractor location. No work will be performed onsite and

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 6 of 19
	W15QKN-20-P-0121 PIIN/SIIN MOD/AMD	
Name of Offeror or Contractor: D. MILLER & ASSOCIATES, LTD.		

shall be performed remotely.

3.6. Export Control Laws/International Traffic in Arms Regulation
Information Subject to Export Control Laws/International Traffic in Arms Regulation (ITAR): Public Law 90-629, Arms Export Control Act, as amended (22 U.S.C 2751 et. Seq.) requires that all unclassified technical data with military application may not be exported lawfully without an approval, authorization, or license under EO 12470 or the Arms Export Control Act and that such data required an approval, authorization, or license for export under EO 12470 or Arms Export Control Act. For purposes of making this determination, the Militarily Critical Technologies List (MCTL) shall be used as general guidance. All documents determined to contain export controlled technical data will be marked with the following notice: WARNING: - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., App. 2401 et seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.

3.7. Public Release of Information
Per AR 530-1 (or DoDM 5205.02-M), an OPSEC review is required prior to all public releases. All government information intended for public release by a contractor will undergo a government OPSEC review prior to release.

*** END OF NARRATIVE C0001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued W15QKN-20-P-0121 PIIN/SIIN	Page 7 of 19 MOD/AMD
Name of Offeror or Contractor: D. MILLER & ASSOCIATES, LTD.		

CONTRACT ADMINISTRATION DATA

PRON/ AMS CD/					
LINE	MIPR/	OBLG	JO NO/		OBLIGATED
ITEM	GFEBs ATA	STAT	ACCT ASSIGN	ACRN	AMOUNT
0001	EH0MB041EH	2	S.0041221.20.1	AA	\$ 21,000.00
TOTAL					\$ 21,000.00

ACRN	ACCOUNTING CLASSIFICATION				OBLIGATED
AA	021 202020202020	A60EE 123207AMLC	2576 L068919666 S.0041221.20.1	021001	\$ 21,000.00
TOTAL					\$ 21,000.00

LINE	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION				
ITEM						
0001	AA	021 202020202020	A60EE 123207AMLC	2576 L068919666 S.0041221.20.1	021001	

	Regulatory Cite	Title	Date
1	252.232-7006	WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	DEC/2018
(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--

CONTINUATION SHEET	Reference No. of Document Being Continued W15QKN-20-P-0121 PIIN/SIIN MOD/AMD	Page 8 of 19
Name of Offeror or Contractor: D. MILLER & ASSOCIATES, LTD.		

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

W15BW9

(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.

COMBO

- (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 item financing, submit a commercial item financing request.
- (2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some Combinations of invoice and receiving report in one step.]

(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	HQ0490
Issue By DoDAAC	W15QKN
Admin DoDAAC	W15QKN
Inspect By DoDAAC	W15BW9
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	W15BW9
Service Acceptor (DoDAAC)	W15BW9
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 Wide Area Workflow Acceptor for this effort is Teriana Francis, teriana.g.francis.civ@mail.mil, 973-724-1410.
- (2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

Contracting Officer:
David S. Gordon
Phone: 973-724-6093
Email: david.s.gordon26.civ@mail.mil

Contracting Specialist:
Antonius Gill
Phone: 973-724-2683

CONTINUATION SHEET	Reference No. of Document Being Continued W15QKN-20-P-0121 PIIN/SIIN MOD/AMD	Page 9 of 19
Name of Offeror or Contractor: D. MILLER & ASSOCIATES, LTD.		

Email: Antonius Gill.civ@mail.mil

Technical Lead
Laura Hojecki
Phone: 973-724-7686
Email: laura.j.hojecki.civ@mail.mil

*** END OF NARRATIVE G0001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 10 of 19
	PIIN/SIIN	MOD/AMD	

W15QKN-20-P-0121

Name of Offeror or Contractor: D. MILLER & ASSOCIATES, LTD.

CONTRACT CLAUSES

	Regulatory Cite	Title	Date
1	52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN/2017
2	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
3	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT/2018
4	52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG/2020
5	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	OCT/2018
6	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
7	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
8	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
9	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
10	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	AUG/2019
11	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
12	252.204-7009	LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION	OCT/2016
13	252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING	DEC/2019
14	252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT	MAY/2016
15	252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES	DEC/2019
16	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
17	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	FEB/2014
18	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	DEC/2018
19	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
20	252.239-7010	CLOUD COMPUTING SERVICES	OCT/2016
21	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
22	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	AUG/2020

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Oct 1995)(41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved].

CONTINUATION SHEET	Reference No. of Document Being Continued W15QKN-20-P-0121 PIIN/SIIN MOD/AMD	Page 11 of 19
Name of Offeror or Contractor: D. MILLER & ASSOCIATES, LTD.		

- ___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jun 2020) (31 U.S.C. 6101 note).
- ___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- ___ (10) [Reserved]
- ___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).
- ___ (ii) Alternate I (MAR 2020) of 52.219-3.
- ___ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (ii) Alternate I (MAR 2020) of 52.219-4.
- ___ (13) [Reserved]
- ___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).
- ___ (ii) Alternate I (MAR 2020) of 52.219-6.
- ___ (iii) Alternate II (Nov 2011) of 52.219-6.
- ___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (MAR 2020)(15 U.S.C. 644).
- ___ (ii) Alternate I (MAR 2020) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- ___ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Nov 2016) of 52.219-9.
- ___ (iii) Alternate II (Nov 2016) of 52.219-9.
- ___ (iv) Alternate III (Jun 2020) of 52.219-9.
- ___ (v) Alternate IV (Jun 2020) of 52.219-9.
- ___ (18)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- ___ (ii) Alternate I (Mar 2020) of 52.219-13.
- ___ (19) 52.219-14, Limitations on Subcontracting (MAR 2020)(15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020)(15 U.S.C. 657 f)
- X (22) 52.219-28, Post Award Small Business Program Rerepresentation (MAR 2020)(15 U.S.C. 632(a)(2)).
- ___ (i) Alternate I (MAY 2020) of 52.219-28.
- ___ (23) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (15 U.S.C. 637(m)).

CONTINUATION SHEET	Reference No. of Document Being Continued W15QKN-20-P-0121 PIIN/SIIN MOD/AMD	Page 12 of 19
--------------------	--	---------------

Name of Offeror or Contractor: D. MILLER & ASSOCIATES, LTD.

___ (24) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (MAR 2020) (15 U.S.C. 637(m)).

___ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

___ (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).

X (27) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

X (28) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).

X (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (30)(i) 52.222-26, Equal Opportunity (Sep 2016)(E.O. 11246).

___ (ii) Alternate I (Feb 1999) of 52.222-26.

X (31)(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020)(38 U.S.C. 4212).

___ (ii) Alternate I (July 2014) of 52.222-35.

X (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020)(29 U.S.C. 793).

___ (ii) Alternate I (July 2014) of 52.222-36.

X (33) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Jun 2020)(38 U.S.C. 4212).

___ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (35)(i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

___ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

___ (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).

___ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).

___ (40)(i) 52.223-13, Acquisition of EPEAT[supreg]-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Oct 2015) of 52.223-13.

___ (41)(i) 52.223-14, Acquisition of EPEAT[supreg]-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-14.

___ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).

___ (43)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

___ (45) 52.223-20, Aerosols (June, 2016) (E.O. 13693).

___ (46) 52.223-21, Foams (June, 2016) (E.O. 13693).

CONTINUATION SHEET	Reference No. of Document Being Continued W15QKN-20-P-0121 PIIN/SIIN MOD/AMD	Page 13 of 19
--------------------	--	---------------

Name of Offeror or Contractor: D. MILLER & ASSOCIATES, LTD.

- ☐ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
☐ (ii) Alternate I (JAN 2017) of 52.224-3.
☐ (48) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (49)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (MAY 2014) of 52.225-3.
☐ (iii) Alternate II (MAY 2014) of 52.225-3.
☐ (iv) Alternate III (MAY 2014) of 52.225-3.
☐ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).
☐ (55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).
☐ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).
☐ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).
☒ (58) 52.232-33, Payment by Electronic Funds Transfer -- System for Award Management (Oct 2018)(31 U.S.C. 3332).
☐ (59) 52.232-34, Payment by Electronic Funds Transfer -- Other Than System for Award Management (Jul 2013)(31 U.S.C. 3332).
☐ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
☒ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
☐ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).

☐ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.
☐ (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

☐ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).
☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

CONTINUATION SHEET	Reference No. of Document Being Continued W15QKN-20-P-0121 PIIN/SIIN MOD/AMD	Page 14 of 19
Name of Offeror or Contractor: D. MILLER & ASSOCIATES, LTD.		

___ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-- Requirements (MAY 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (Executive Order 13658).

___ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractors directly pertinent records involving transactions related to this contract.

(2) The Contractor 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 contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract 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 under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020)(38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020)(29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii)(A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. 7104(g)).

CONTINUATION SHEET	Reference No. of Document Being Continued W15QKN-20-P-0121 PIIN/SIIN MOD/AMD	Page 15 of 19
--------------------	--	---------------

Name of Offeror or Contractor: D. MILLER & ASSOCIATES, LTD.

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. 7104(g)).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (Executive Order 13658).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

23 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT MAR/2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days of the end of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

(End of Clause)

24 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS DEC/2014

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

25 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS JUN/2016

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

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

CONTINUATION SHEET	Reference No. of Document Being Continued W15QKN-20-P-0121 PIIN/SIIN MOD/AMD	Page 16 of 19
---------------------------	---	----------------------

Name of Offeror or Contractor: D. MILLER & ASSOCIATES, LTD.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

CONTINUATION SHEET	Reference No. of Document Being Continued W15QKN-20-P-0121 PIIN/SIIN MOD/AMD	Page 17 of 19
--------------------	--	---------------

Name of Offeror or Contractor: D. MILLER & ASSOCIATES, LTD.

(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 Peoples 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

CONTINUATION SHEET	Reference No. of Document Being Continued W15QKN-20-P-0121 PIIN/SIIN MOD/AMD	Page 18 of 19
---------------------------	---	----------------------

Name of Offeror or Contractor: D. MILLER & ASSOCIATES, LTD.

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)

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:

For FAR clauses: <https://www.acquisition.gov/>
For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of Clause)

CONTINUATION SHEET	Reference No. of Document Being Continued W15QKN-20-P-0121 PIIN/SIIN MOD/AMD	Page 19 of 19
Name of Offeror or Contractor: D. MILLER & ASSOCIATES, LTD.		

LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0001	SOFTWARE LICENSES ADDENDUM	19-AUG-2020	002	EMAIL
Attachment 0002	ADDITIONAL SOLICITATION AND CONTRACT REQUIREMENTS	19-AUG-2020	002	EMAIL
Attachment 0003	CONTRACT QUALITY REQUIREMENTS	19-AUG-2020	001	EMAIL
Attachment 0004	QUALITY ASSURANCE SURVEILANCE PLAN (QASP)	19-AUG-2020	001	EMAIL
Attachment 0005	FORM 3002F	19-AUG-2020	002	EMAIL