

2GIT

2ND GENERATION INFORMATION TECHNOLOGY BLANKET PURCHASE AGREEMENT

AWARDEE: Koi Computers

BPA NUMBER: 47QTCA21A001N

SOLICITATION NUMBER: RFQ 47QTCA-19-Q-0009

PERIOD OF PERFORMANCE: March 31, 2021 to March 30, 2026

Multiple Award Blanket Purchase Agreement Information Technology Hardware, Ancillary Supplies and Services, and Associated Software.

Issued by:

The General Services Administration (GSA)
The Federal Acquisition Service, Information Technology
Category 77 Forsyth St SW,
Atlanta, GA 30303

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i CONTRACT CHANGES

Blanket Purchase Agreement 47QTCA20A003J has been under a stay of performance since the initial date of award, November 1, 2019, due to numerous protest litigations for awards resulting under solicitation 47QTCA-19-Q-0009. This extended stay of performance has jeopardized the Governments intended five year period of performance for 47QTCA20A003J. Effective March 29, 2021 a ruling was issued to allow work under the 2GIT Blanket Purchase Agreements to commence. The Contracting Officer issued an official notice to commence performance of work on March 31, 2021. Due to system issues preventing the Government from modifying the period of performance from November 1, 2019 through October 31, 2024 to March 31, 2021 through March 30, 2026 a new Blanket Purchase Agreement must be issued. The previous Blanket Purchase Agreement, 47QTCA20A003J, has been cancelled in its entirety. The previous Blanket Purchase Agreement has been replaced in its entirety with this Blanket Purchase Agreement, 47QTCA21A001N.

The purpose of this new Blanket Purchase Agreement issuance is to:

- a. Change the period of performance from November 1, 2019 through October 31, 2024 to March 31, 2021 through March 30, 2026 on page 1 and in section 6.0 of the Blanket Purchase Agreement award document.
- b. Update the awardee's contractor teaming arrangement team members in section 1.0 of the Blanket Purchase Agreement award document to mirror the teaming arrangements established in the quote submitted in response to solicitation 47QTCA-19-Q-0009 Amendment 0018/0019/0020 and corresponding confer session responses.
- c. Update the Special Item Numbers (SINs) specified in Section 4.0, 10.2, Exhibit 2 Item 8, and Appendix 1 to reflect both the legacy and current SINs applicable to the Blanket Purchase Agreement award document as reflected in solicitation 47QTCA-19-Q-0009 Amendment 0018/0019/0020.
- d. Update sections 5.1.3.1, 5.2.4, 5.2.6, 6.0, 10.1, 10.2, 10.4, 10.6, 10.10, 10.14, 10.15, Exhibit 2 Item 8, and Appendix 1 of the Blanket Purchase Agreement award document to include reference to "Multiple Award Schedule contract dated October 2019 or later" as reflected in solicitation 47QTCA-19-Q-0009 Amendment 0018/0019/0020.
- e. Incorporate by reference the contractor's/CTA Team Lead's submission of Attachment B - Breadth of OEM and Letter of Supply Submissions, Supply Chain Risk Management (SCRM) Plan(s) along with cross reference table and supporting documentation, Attachment E - Market Basket to included discounts quoted, Attachment F - Discount Rates quoted, ISO 9001:2015 Certification(s) and applicable certification (ISO 27001, ISO 28000, ISO 20243:2018), and Contracting Teaming Agreements (CTAs) received in response to solicitation 47QTCA-19-Q-0009 Amendments 0018, 0019, 0020, and confer session notices into the Blanket Purchase Agreement award document.

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- f. Incorporate Prohibition on Contracting for Certain Telecommunication and Video Surveillance Services or Equipment- Section 889(a)(1)(A) and (a)(1)(B) of the National Defense Authorization Act for Fiscal Year 2019 language from solicitation 47QTCA-19-Q-0009 Amendments 0018, 0019, 0020 into section 11.5 of the Blanket Purchase Agreement award document.
- g. Update the Government point of contact information in section 13.0 of the award document.
- h. Include and update clause 52.204-25 from solicitation 47QTCA-19-Q-0009 Amendments 0018, 0019, 0020.
- i. Include the following provisions for application into all solicitations and orders resulting from solicitations issued under this Blanket Purchase Agreement into sections 11.5 and 14.0 of the Blanket Purchase Agreement award document:
 - 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)
 - 52.204-26 Covered Telecommunications Equipment or Services-Representation (Oct 2020)
- j. Include the following clause for application into all orders resulting from solicitations issued under this Blanket Purchase Agreement into sections 11.5 and 14.0 of the Blanket Purchase Agreement award document:
 - 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)
- k. The applicable BPA discount rates for 2GIT buys to be applied to your existing GSA Schedule 70 contract (or Multiple Award Schedule contract dated October 2019 or later) pricing are attached. These discount rates shall be applied to all 2GIT buys to include orders placed via GSA Advantage, GSA eTools, AFAdvantage, DoD FedMall, Phone, Fax, and other and other customer purchase channels.

ii ORIGINAL BILATERAL SIGNED 2GIT BPA SIGNATURE PAGE

In the spirit of the Federal Acquisition Streamlining Act General Services Administration (GSA) Federal Acquisition Service (FAS) and Koi Computers enter into a cooperative agreement "**2GIT Blanket Purchase Agreement**" to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Multiple Award Schedule (MAS) GS-35F-0488U.

This Multiple Award BPAs eliminate contracting and open market costs such as: the search for sources; the development of technical documents and solicitations; and the evaluation of offers.

This BPA will further decrease costs, reduce paperwork and save time by eliminating the need for repetitive, individual purchases from the Schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

The effective period of performance is from November 1, 2019 to October 31, 2024 for a total of five (5) years with no option periods.

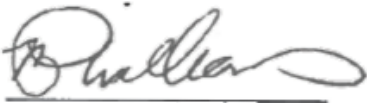
Signatures:



Authorized Signature

Catherine Ho, Federal Business Development Manager
Name/Title - typed or printed

October 30, 2019
Date



Contracting Officer Signature
GSA FSA QTCA

Michael Williams
Senior Contracting Officer

10-30-2019
Date

1.0 AWARDEE / CTA TEAMS

You have been awarded a 2nd Generation Information Technology (2GIT) Blanket Purchase Agreement (BPA) in response to Request for Quotation 47QTCA-19-Q-0009 amendment 0018/0019/0020.

Your BPA award was based upon the following team quote submission(s):

- Team M2 Technology (your company was a CTA team member)

The multiple award 2GIT BPAs were solicited and awarded using contractor teaming arrangements. Under these arrangements many of the 2GIT BPA awardees have received awards under multiple teams.

In an effort to reduce duplication of effort, reduce administrative workload, as well as to simplify the BPA Holders reporting process, GSA has issued single umbrella BPA awards to each 2GIT BPA awardee utilizing a single BPA award (Procurement Instrument Identification Number (PIIN) (per awardee). Cross team awards will be differentiated by the awarded line items numbers (i.e. Line items 0001 – 0005, 0006 – 0010, 0011 – 0015, etc. for data center, end user, network (connect), radio equipment, and order level materials). 2GIT BPA Holders must utilize their assigned line item numbers in order level quotes, resulting orders, and in required reporting to differentiate between the team awards. Your BPA award PIIN and applicable BPA line item number references are listed on the following page(s):

PIIN

47QTCA21A001N

TEAM M2 TECHNOLOGY 2GIT BPA AWARD	
LINE ITEM DESCRIPTION	Line Item Reference
Data Center (Compute Store)	0031
End User	0032
Network (Connect)	0033
Radio Equipment	0034
Order Level Materials	0035
TEAM M2 TECHNOLOGY 2GIT BPA AWARD CTA TEAM MEMBERS BPA AWARD INFORMATION	
Ace Computers (J.C. Technology) BPA #: 47QTCA21A000E (Schedule Contract #: GS-35F-0400T)	Knot Technology Solutions BPA #: 47QTCA21A001M (Schedule Contract #: GS-35F-0613X)
AEG Group, Inc BPA #: 47QTCA21A000H (Schedule Contract #: GS-35F-0090X)	Koi Computers BPA #: 47QTCA21A001N (Schedule Contract #: GS-35F-0488U)
Audio Visual Innovations, Inc BPA #: 47QTCA21A000M (Schedule Contract #: GS-35F-0275S)	KPAUL Properties, LLC BPA #: 47QTCA21A002F (Schedule Contract #: GS-35F-126CA)
Better Direct, LLC BPA #: 47QTCA21A000P (Schedule Contract #: GS-35F-0503X)	M2 Technology, Inc BPA #: 47QTCA21A001R (Schedule Contract #: 47QTCA19D00AR)
Carahsoft Technology Corporation BPA #: 47QTCA21A000R (Schedule Contract #: GS-35-F-0119Y)	MA Federal, Inc. d/b/a iGov.com BPA #: 47QTCA21A001S (Schedule Contract #: GS-35F-005GA)
Communication International, Inc. BPA #: 47QTCA21A000S (Schedule Contract #: 47QTCA18D005T)	Norseman, Inc. d/b/a Norseman Defense Technologies BPA #: 47QTCA21A001Y (Schedule Contract #: GS-35F-334DA)
Connection Inc. (GovConnection) BPA #: 47QTCA21A000U (Schedule Contract #: 47QTCA19D00LP)	ProMark Technology, Inc. an Ingram Micro Company BPA #: 47QTCA21A0023 (Schedule Contract #: GS-35F-303DA)

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DLT Solutions, LLC BPA #: 47QTCA21A000Y (Schedule Contract #: GS-35F-267DA)	Summit Government Group, LLC BPA #: 47QTCA21A0025 (Schedule Contract #: GS-35F-0085U)
EC America, Inc. BPA #: 47QTCA21A0010 (Schedule Contract #: GS-35F-0511T)	Synnex Corporation BPA #: 47QTCA21A0026 (Schedule Contract #: 47QTCA19D00MM)
FCN, Inc. BPA #: 47QTCA21A0014 (Schedule Contract #: 47QTCA19D00CB)	Three Wire Systems, LLC BPA #: 47QTCA21A0028 (Schedule Contract #: GS-35F-0300T)
Govplace, Inc BPA #: 47QTCA21A001A (Schedule Contract #: GS-35F-0179X)	Westcon Comstor Americas, (Division of SYNnex Corp.) BPA #: 47QTCA21A002E (Schedule Contract #: GS-35F-0563U)
Graybar Electric Company, Inc BPA #: 47QTCA21A001C (Schedule Contract #: 47QTCA19D00DL)	~N/A~

Your/your CTA Team Lead's quote submission in response to 2GIT RFQ 47QTCA-19-Q-0009 and applicable changes submitted in response to RFQ 47QTCA-19-Q-0009 Amendments 0018, 0019, 0020, and confer session notices are hereby incorporated into the BPA by reference to include:

1. Attachment B - Breadth of OEM and Letter of Supply Submissions
2. Supply Chain Risk Management (SCRM) Plan(s) along with cross reference table and supporting documentation.
3. Attachment E - Market Basket to included discounts quoted
4. Attachment F - Discount Rates quoted. Additional discounts are encouraged at the order level for eBuy and other purchasing avenues.
5. ISO 9001:2015 Certification(s) and applicable certification (ISO 27001, ISO 28000, ISO 20243:2018), submission in response to the RFQ. *(Note: All team members shall have ISO 9001 Certification within 10 months after -- December 18, 2021. See Section 5.1.7 for additional details).*
6. Contracting Teaming Agreements (CTA)

2.0 BACKGROUND

The Second Generation Information Technology (2GIT) Blanket Purchase Agreements (BPAs) contain attributes not found in other IT commodity acquisition solutions within the Federal Government. Further, the 2GIT BPAs are based on direct customer feedback, a signed Memorandum of Understanding (MOU) with the U.S. Air Force, and include strategic sourcing attributes such as data collection and reporting. With this approach the U.S. Air Force has decided to make the 2GIT BPAs a mandatory use vehicle for the replacement of the NETCENTS-2 Products IDIQ contract. Use of Multiple Award Schedule (MAS) BPAs eliminates contracting and open market costs such as: the search for sources; and the development of technical documents and solicitations. These BPAs will further decrease costs, reduce paperwork and save time by eliminating the need for repetitive, individual purchases from the GSA Schedule contract. The end result is a purchasing mechanism for the Government that works better and costs less.

3.0 OBJECTIVE

The overall goal is to provide the Government a fast and effective way to order IT hardware and software commodities, ancillary supplies and services at discounted prices with prompt, cost-effective delivery, while capturing economies of scale, fostering markets for sustainable technologies and environmentally preferable products, while simplifying data collection.

4.0 SCOPE

GSA established a set of government-wide multiple award BPAs for a total solution against the GSA general purpose commercial information technology equipment, software, and ancillary services schedules in accordance with FAR 8.405-3 procedures herein referred to as 2GIT to include:

Products

- 132 - 8 - Purchase of New Equipment
- 132 - 12 - Maintenance of Equipment, Repair Services and/or Repair/Spare Parts

Software

- 132 - 32 - Term Software License
- 132 - 33 - Perpetual Software License
- 132 - 34 - Maintenance of Software as a Service

Other

- 70 - 500 - Order Level Material SIN

SIN (Legacy Schedule)	Multiple Award Schedule Contract Dated October 2019 or Later
Products:	Products:
138-8 - Purchase of New Equipment	33411 - Purchasing of New Electronic Equipment
132-12 Maintenance of Equipment, Repair Service and/or Repair/Spare Parts	811212 - Maintenance of Equipment, Repair Service and/or Repair/Spare Parts
Software:	Software:
132-32 - Term Software License	511210 - Software License
132-33 - Perpetual Software License	511210 - Software License
132-34 - maintenance pf Software as a Service	54151 - Software Maintenance Service
Other:	Other:
70-500 - Order Level Material	Order Level Material

The fundamental scope of the 2GIT BPAs is to provide a total solution one-stop-shop in the Information Technology market to meet the needs of the Air Force, Department of Defense (DoD) agencies, and other federal, state, local, regional, and tribal governments.

The 2GIT BPAs provide the following categories of products and associated services worldwide: networking equipment, servers/storage/peripherals/multimedia, identity management/biometric hardware, end user devices, and associated Commercial Off the Shelf (COTS) software not included on other DoD or Federal Agency enterprise license agreements.

The 2GIT BPAs provide a streamlined process for procuring IT hardware and software commodities, ancillary supplies and installation services. The types of IT products available through the 2GIT BPAs include:

- BPA Line Item One – Data Center (Compute/Store)
- BPA Line Item Two – End User
- BPA Line Item Three – Network (Connect)
- BPA Line Item Four – Radio Equipment
- BPA Line Item Five – Order Level Material (OLM)

(NOTE: BPA Line Item Five is an unpriced line item. If exercised at the order level, the amount of the line item cannot exceed 33.33% of the total order or BPA)

BPA LIN-1 Data Center (Compute/Store)	BPA LIN-2 End User	BPA LIN-3 Network (Connect)	BPA LIN-4 Radio Equipment
<ul style="list-style-type: none"> • Servers • Storage • Network Equipment • Security Appliances • Hyperconverged IS • Keyboard Video Monitor (KVM) Switches • Software (COTS) 	<ul style="list-style-type: none"> • Laptops • Desktops • Ruggedized • Tablets • Thin Clients • Monitors • Accessories • Peripherals • KVM Switches • Software (COTS) 	<ul style="list-style-type: none"> • Routers • Switches • Wireless • Cables and Interfaces • Audio Visual • Video Teleconferencing (VTC) • Everything over IP (EoIP) • Displays • Software (COTS) 	<ul style="list-style-type: none"> • Handhelds • Chargers • Vehicle Units • Base Stations • Trunking System • Repeaters

All hardware delivered under these BPAs shall include associated software and associated peripherals required for operations (such as controllers, connectors, cables, drivers, adapters, etc.) as provided by the Original Equipment Manufacturer (OEM). This is true only if the applicable OEM provides such items with the product itself. Software licenses and ancillary services (maintenance/simple installation) acquired through these BPAs will fall under its related hardware BPA line item number. The products acquired on these BPAs may be deployed for use in the full range of security domains, e.g., Unclassified through Top Secret classifications, Special Category (SPECAT) and compartments, such as, Sensitive Compartmented Information (SCI). The 2GIT BPAs are available for use by federal (both civilian and military), and state, local, regional and tribal governments through the GSA Cooperative Purchasing Program.

Specific standards, guidance, and applicable documents within the BPAs are written with the broad intent of accomplishing GSA customer IT hardware and software commodities network centric strategies. Agency specific strategies may evolve over time and, when appropriate, those agencies will revise and replace their applicable standards accordingly. The BPA Holder shall conform to customer strategies and visions and adhere to associated

standards provided by the customer. Agencies and departments may specify and substitute other standards, guidance, and applicable documents within their orders that are appropriate to provide solutions tailored to meet their requirement network centric strategies.

The BPA Holders full catalog of IT hardware, software, ancillary supplies and services and associated software (software that is included with the purchase of hardware) from the vendors underlying GSA Schedule 70 contract (or Multiple Award Schedule contract dated October 2019 or later) are included and available under the resulting BPAs. U.S. Air Force will continue to purchase their End User Device (EUD) requirements (i.e. desktop, laptop, ruggedized tablet) via their Client Computing Solutions 2 (CCS-2) BPA managed by the AF Information Technology Commodity Council (ITCC). BPA Holders proposing solutions for End User Devices not covered either by GSA Government-Wide Strategic Solutions (GSS) or CCS2 standard configurations must meet hardware configurations as defined by the customer at the delivery order level.

5.0 REQUIREMENTS

The BPA Holder shall adhere to requirements in the following paragraphs when providing products. These paragraphs describe general product requirements, types of products that are considered to comprise each of the product categories, and guidelines for product support.

5.1 General Product Requirements. All products provided under these BPAs shall conform to the guidelines detailed in the following paragraphs.

5.1.1 Hardware and Associated Software and Peripherals. All hardware delivered under these BPAs shall include associated software and associated peripherals required for operations (such as controllers, connectors, cables, drivers, adapters, etc.) as provided by the Original Equipment Manufacturer (OEM). This is true only if the applicable OEM provides such items with the product itself.

5.1.2 Cybersecurity Technical Considerations. The BPA Holder shall ensure that all applicable Commercial-Off-The-Shelf (COTS) and enabled products comply with ordering agency cybersecurity guidelines when specified by the Ordering Agency Contracting Officer at the RFQ level. Additionally, for DoD ordering agencies, these products must be Committee on National Security Systems Policy-11 (CNSSP-11) compliant, requiring the BPA Holder's products to be validated by accredited labs under the National Information Assurance Partnership (NIAP) Common Criteria Evaluation and Validation Scheme, or National Institute of Standards and Technology (NIST) Federal Information Processing Standards (FIPS) Cryptographic Module Validation Program (CMVP), and/or Commercial Solutions for Classified (CSfC) Components List, if required.

5.1.3 Supply Chain Risk Management (SCRM). For orders to be placed under the BPA, ordering agencies may include in their order-level solicitations additional SCRM-related clauses, regulations, or policies.

5.1.3.1 The BPA holders SCRM plan submission identifies, if available, any relevant SCRM related International Organization for Standardization (ISO) certifications (e.g. ISO 20243:2018,

ISO 27K series, ISO 28K series). The SCRM plan addressed the NIST based security controls. The SCRM plan described how the BPA Holder will reduce and mitigate Supply Chain Risk through application/mapping of their defined program appropriate security controls outlined and described in the most current versions of CNSSI 1253, Appendix D, NIST SP 800-53, NIST SP 800-161, NIST SP 800-171, and related industry standards. Any Information Security Management Systems (e.g. ISO 27K series) controls, or related program standards, were mapped to their associated NIST baseline controls, where applicable.

The supply chain spans from the lowest sub-component producer or manufacturer to the delivery point of the BPA Holder, or its designated agent, such as a distributor. The SCRM plan, implementation, and risk assessment methodology processes follow Appendix D and E of NIST SP 800-161 (<https://csrc.nist.gov/publications/detail/sp/800-161/final>) and NISTIR 7622 (<https://csrc.nist.gov/publications/detail/nistir/7622/final>) guidelines, ensuring application to the BPA Holder and their suppliers, partners, distributors, and any other entity that is responsible for handling or managing the supply chain of the products offered under these BPAs. For BPA Holders who represented a Prime/Subcontractor relationship all SCRM plan requirements shall also be flowed down to the respective subcontractor(s). The Prime is responsible for SCRM plan implementation and adherence to reporting requirements represented by the defined relationship.

In accordance with GSAR 552.216-73 Ordering Information, dealers/resellers may provide quotes and accept orders for products under awarded GSA Schedule 70 contracts and the 2GIT BPAs. The GSA Schedule 70 contract lists the participating dealers/resellers and specifies eligibility terms and conditions for dealers/resellers who may participate in fulfilling orders. The BPA Holders SCRM plan submissions were required to address the use of participating dealers/resellers and provide a listing of each participating dealer/reseller who is permitted to fulfill orders under the 2GIT BPA(s). NOTE: Within 10 months after BPA award all identified participating dealers/resellers specified in the SCRM plan must be International Organization for Standardization (ISO) 9001:2015 certified and maintain certification for the remaining performance period of the BPA. Should any participating dealers/resellers not obtain ISO 9001:2015 certification within 10 months after BPA award, the participating dealer/reseller shall not be permitted to fulfill orders under the 2GIT BPA(s).

Participating dealers as identified in the BPA Holder's SCRM Plan are limited to providing quotes and accepting orders for products under the 2GIT BPA Holder's GSA Schedule 70 contracts (or Multiple Award Schedule contract dated October 2019 or later) for which the 2GIT BPA Holder has a Letter of Supply.

5.1.3.2 Within 90 days of BPA award, the BPA Holder shall conduct and document SCRM awareness training for key personnel addressing potential weaknesses and vulnerabilities in the supply chain as well as appropriate mitigation actions. Particular attention shall be applied to sole-source and/or foreign sourced acquisition of IT hardware, software/firmware, and logic-bearing components. Notification of completion of the SCRM awareness training shall be submitted to the BPA Contracting Officer, Program Manager, and Contracting Officer Representative (COR).

5.1.3.3 During the BPA period of performance, the BPA Holder shall provide an annual report to the BPA Contracting Officer, Program Manager, and COR on their SCRM activities related to these BPAs due upon the anniversary of the BPA award and continuing on subsequent anniversary dates of the BPA holder's award date until the end of the BPA period of performance. The report shall include reporting on the detection of all SCRM compromises/incidences associated with the performance under the BPA, mitigation actions taken, and any resultant impacts to hardware, software, firmware and data/information consistent with NIST SP 800-161, Appendix B – Incident Response Control Requirements. The GSA reserves the right to verify/validate performance against SCRM plan requirements through assessment and inspection of the BPA Holder's facilities and programs in accordance with proper notification procedures and contractual clauses. Successful incident identification and remediation will be viewed favorably with respect to overall strength of SCRM security program execution.

5.1.3.4 During the BPA period of performance, the BPA Holder shall provide a SCRM Plan Update to the BPA Contracting Officer, Program Manager, and the COR within ten business days whenever there is a change that affects one or more CNSSI 1253 security controls. At a minimum the following events substantiate the need for an update: changes in company ownership, changes in senior company leadership, supplier changes, including new capabilities added through new vendors or components, subcontractor changes, and Information and Communication Technology (ICT) supply chain compromises.

5.1.4 Authorized Resellers. The Contractor may be an authorized reseller, as defined by the Original Equipment Manufacturer (OEM), of new equipment from OEMs quoted under these BPAs. Authorized Resellers must possess a valid Letter of Supply (LOS) for each of the OEMs products that they are quoting. The ordering agencies RFQ orders may restrict the use of specific OEMs or identify required OEMs. The BPA Holder shall ensure all products are genuine and eligible for any OEM warranties, maintenance agreements and licensing as quoted. A product is genuine if it is not counterfeited, imitated, tampered or adulterated and is not gray market, remanufactured, or refurbished.

5.1.5 Technical Refresh. In order to ensure new design enhancements and technological updates/advances, the BPA Holder shall quote the latest GSA schedule compliant, commercially available hardware and software technology components or products to the end user/customer. Any capabilities impacting Sections 5.1.3.2 - 5.1.3.4 requirements must be identified for possible risk assessment by the customer. The BPA Holder shall support end user/customer issue resolution with the OEM in accordance with Section 5.2.5 requirements.

5.1.6 Products. The BPA Holder shall provide all products, peripherals, and associated peripheral equipment as required by each individual delivery order. The "products" are commercial items as defined by FAR 2.101. All documentation, software, and user guides that are commercially packaged with the product shall be provided to the Government. All quoted products must be compliant with the Trade Agreements Act of 1979 (TAA).

5.1.7 Quality Certification. Within 10 months after the Contractor is awarded a BPA, the BPA Holder shall be International Organization for Standardization (ISO) 9001:2015 certified for

products related requirements, and maintain certification for the remaining performance period of the BPA. NOTE: ISO 9001:2008 certification: Per ISO.org companies have “a three-year transition period from the date of publication (September 2015) to move to the 2015 version. This means that, after the end of September 2018, a certificate to ISO 9001:2008 will no longer be valid.” https://www.iso.org/files/live/sites/isoorg/files/archive/pdf/en/iso_9001_-_moving_from_2008_to_2015.pdf.

ISO 9001:2015 certification must be held by each CTA team member. ISO 9001:2015 certification is not required at time of quote submission. Upon BPA award all BPA Holders (including each individual CTA team member) must begin the process to obtain ISO 9001:2015 certification. BPA holders will have 10 months after the date of BPA award to obtain ISO 9001:2015 certification. Failure to obtain ISO certification within the ten (10) month deadline may result in off-ramping or cancellation of the BPA.

Within 10 months after BPA award **all** identified participating dealers/resellers specified in the SCRM plan must be International Organization for Standardization (ISO) 9001:2015 certified and maintain certification for the remaining performance period of the BPA. Should any participating dealers/resellers not obtain ISO 9001:2015 certification within 10 months after BPA award, the participating dealer/reseller shall not be permitted to fulfill orders under the 2GIT BPA(s).

5.1.8 Acquisition of EPEAT®- Registered Servers. Under these BPAs, the BPA Holder may deliver, furnish for Government use, or furnish for Contractor use at a federally controlled facility, servers that, at the time of submission of quote and at the time of award, are EPEAT® bronze registered or higher. For information about EPEAT®, see www.epa.gov/epeat. The ordering agencies RFQ may specify or identify EPEAT servers at the individual RFQ level.

5.1.9 TEMPEST Requirements. The BPA Holder shall provide commercially available NSA TEMPEST program compliant communications and information processing devices, when specifically required by the ordering activity at the RFQ stage. Visit the NSA Information Assurance site (<https://www.iad.gov/iad/programs/iad-initiatives/tempest.cfm>) for more information. TEMPEST is the codename referring to investigations and studies of compromising emanations. Compromising Emanations are defined as unintentional intelligence-bearing signals which, if intercepted and analyzed, may disclose the information transmitted, received, handled, or otherwise processed by any information-processing equipment.

5.1.10 Facility Clearance Level (FCL). It is anticipated that Secret and Top Secret FCL will be required on some DoD delivery orders. When required and defined by the ordering activity at the delivery order RFQ stage, the Quoters shall provide FCL information (e.g. DD441). See section 5.2.3 of the BPA.

5.2 Product Support Requirements. The BPA Holder shall adhere to the following product support requirements when providing products under the BPA delivery orders.

5.2.1 Product Delivery Capability. The BPA Holder shall deliver the quantities of 2GIT products to meet ordinary as well as fluctuating (war-time, Terrorist Tempo, Ops Tempo)

government requirements in accordance with prescribed delivery schedules stipulated in individual delivery orders.

Applicable to Air Force orders: When the ordering contracting office issues an RFQ for orders to deliveries within an Area of Responsibility (AOR)'s and/or remote sites that does not permit commercial deliveries, the vendor's delivery capabilities must be in accordance with AFI 24-203, Preparation and Movement of Air Force Cargo, 13 April 2007.

Delivery of products will be to CONUS, OCONUS, and remote locations as identified below. Additional delivery terms or schedules, such as ship-in-place, expedited shipping or shipping to Army Post Office (APO)/Fleet Post Office (FPO) addresses, shall be negotiated between the BPA Holder and the Ordering Agency Contracting Officer at the delivery order level. The BPA Holder shall have the capability to simultaneously deliver large volumes of products to multiple locations worldwide.

1. CONUS: The 48 contiguous states, Alaska, Hawaii, and the District of Columbia.
2. Named OCONUS: Outside the Continental United States.
3. Remote OCONUS: Will be identified at the RFQ stage by the ordering activity for those locations that are not listed under CONUS or Named OCONUS. (e.g. Forward Operating Bases in Afghanistan).

The following figure sets forth the maximum performance parameters for deliveries:

Timeframe	CONUS	OCONUS	Remote OCONUS
Routine	NLT 30 calendar days	NLT 45 calendar days	NLT 45 calendar days
Critical	NLT 3 calendar days	NLT 5 calendar days	NLT 10 calendar days
Emergency/War Tempo	Within 24 hrs	Within 48 hrs	Within 72 hrs

5.2.1.1 Delivery Delays. The BPA Holder is required to meet the timeframes stated in section 5.2.1 unless the U.S. Customs and Border Protection or foreign customs approval and/or review activities prevent the BPA Holder from meeting these timeframes. In the event that the BPA Holder determines they are unable to achieve the stated timeframes, the BPA Holder shall notify the Ordering Agency Contracting Officer within two (2) business days of such determination, or immediately upon such determination if operating under the Emergency/War Tempo timelines.

5.2.1.2 Items on Backorder. The BPA Holder shall provide notification to the Ordering Agency Contracting Officer within two (2) business days or immediately if operating under the Emergency/War Tempo timelines, if applicable, that a particular item is on backorder, the expected lead-time to fulfill the order, etc. It shall be implicit that a response to an RFQ with no items identified on backorder, is a declaration that the items are available at the time of quote submission.

5.2.1.3 Material Tracking Processes. The BPA Holder shall establish and provide a qualified workforce capable of performing the required tasks. The workforce may include a project/delivery order manager who will oversee all aspects of the delivery order. The BPA Holder shall use key performance parameters to monitor work performance, measure results, ensure delivery of contracted product deliverables and solutions, support management and decision-making and facilitate communications. The BPA Holder shall identify risks, resolve problems and verify effectiveness of corrective actions. The BPA Holder shall institute and maintain a process that ensures problems and action items discussed with the Government are tracked through resolution and shall provide timely status reporting. Results of the BPA Holder's actions taken to improve performance shall be tracked, and lessons learned incorporated into applicable processes. The BPA Holder shall establish and maintain a documented set of processes for administering all BPAs and delivery order efforts with an emphasis on cost-efficiency, schedule, performance, responsiveness, and consistently high- quality delivery. Delivery orders may prescribe definition of qualified workforce such as US citizens or personnel with required clearances.

5.2.2 Order Tracking (Property Accountability/Asset Management). The BPA Holder shall maintain an order tracking system that permits ordering agencies to track the location of an order at any time, from the moment the order is shipped, to the point of delivery and acceptance. The Quoter must also demonstrate understanding of orders bound for an international end-point delivery by providing a sample electronic version of a label appropriately marked in accordance with the FED-STD-123 and MIL-STD-129 edition in effect as of the date of solicitation issuance. A quote for OCONUS delivery will not be accepted if the quote does not demonstrate a proper tracking system and provide a sample packaging label for international delivery.

The BPA Holder must submit a Category Management Report (CMR) (See Section 10.15). For Department of Defense ordering agencies, this requirement will provide additional reporting information to meet Defense Property Accountability System (DPAS) and DoDI 5000.64 requirements. The Government POC to receive the CMR for order tracking will be defined in the order. If additional reporting is required at the order level, the frequency of reporting, and required data elements, will be defined by the ordering activity at the RFQ stage.

5.2.2.1 Special Asset Tagging. When required and defined by the ordering activity at the RFQ stage, the BPA Holder shall provide special asset tags. For Department of Defense customers Special Asset tagging shall be IAW DFARS 252.211-7003 and MIL-STD-130 requirements to enable property accountability and management. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html

For non-DoD Customers, the BPA Holder shall provide Unique Identification (UID) tagging when requested and defined by the Ordering Agency.

5.2.2.2 Radio Frequency Identification (RFID). When required and defined by the ordering activity at the RFQ stage, the BPA Holder shall provide RFID tagging. For Department of

Defense customer RFID tagging shall be IAW DFARS 252.211-7006 and the most current version of DoD Radio Frequency Identification (RFID) Policy. The BPA Holder shall encode an approved RFID tag using instructions provided in the EPC™ Tag Data Standards in effect at the time of award. Additional information can also be found at the Office of the Assistant Secretary of Defense (OASD) for Logistics and Materiel Readiness website.

5.2.2.3 Software Tagging. When required and defined by the ordering activity at the delivery order RFQ stage, commercial off-the-shelf software items shall support International Standard for Software Tagging and Identification, ISO/IEC 19770-2, Software Tags when designated as mandatory within the standard.

5.2.3 Installation. In instances where installation services are required, the BPA Holder shall provide installation support related to the applicable product(s) as defined in the delivery order. In those instances, the requirements will be addressed in the individual delivery order and identify the applicable security level necessary for the BPA Holder to perform required installation services. If installation is required in a secure customer operating environment, the DD Form 254 (DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION) requirements will be addressed in the individual RFQ by the ordering activity for the appropriate security level.

5.2.4 Warranty/Maintenance Agreements. The BPA Holder shall provide standard original equipment manufacturer's product warranty in accordance with the GSA Schedule 70 contract (or Multiple Award Schedule contract dated October 2019 or later) terms and conditions unless specified otherwise by the ordering contracting office. Any additional, extended warranties, and trade-in or maintenance agreements may be purchased, as defined by the ordering agency at the RFQ stage, for maintenance or sustainment of procured products.

5.2.5 Customer Support. The BPA Holder shall provide live technical support, as required by the ordering activities' RFQs, during the warranty period to assist in isolating, identifying, and repairing software and hardware failures, or to act as liaison with the manufacturer in the event that the customer requires assistance in contacting or dealing with the manufacturer for contractually covered maintenance/sustainment requirements (e.g. Product updates/upgrades, patches, spares, on-site support).

5.2.6 Remanufactured/Refurbished Products. No gray market, remanufactured, or refurbished products shall be listed or quoted under these BPAs. Agencies that require Remanufactured/Refurbished Products should purchase via GSA Schedule 70 (or Multiple Award Schedule contract dated October 2019 or later) or via open market channels.

5.2.7 All BPA Holders (inclusive of all CTA members) have accepted the Order Level Materials SIN 70-500, provision SCP-FSS-007, and clause 552.238-82. OLM SIN 70- 500 shall be added to the BPA Holders Schedule contract.

6.0 PERIOD OF PERFORMANCE

The BPAs have a five (5) year period of performance (POP) without options.

POP: March 31, 2021 to March 30, 2026

In accordance with FAR 8.405-3(d)(3), Contractors may be awarded BPAs that extend beyond the current term of their GSA Schedule contract, so long as there are option periods in their GSA Schedule 70 contract that, if exercised, will cover the BPA's period of performance.

Deliveries on orders may extend beyond the effective period of these BPAs. However, no new Delivery Orders may be issued after expiration of the BPA's five year period of performance. Note that if option periods remain on the GSA Schedule contract, the end of a Schedule contract option period is not considered "expiration" for purposes of these BPAs or Delivery Orders hereunder and performance of orders may continue (See FAR 8.405-3(d)(3) for details).

The BPAs will not extend beyond the final expiration of the BPA Holder's GSA Schedule 70 contract (or Multiple Award Schedule contract dated October 2019 or later). Should a 2GIT BPA Holder's Schedule contract be cancelled during the 2GIT BPA period of performance, the BPA expires on the same date as the GSA Schedule contract and no new delivery orders may be issued after that date.

The BPAs will be reviewed annually for compliance.

7.0 OBLIGATION OF FUNDS

The BPAs do not obligate any funds. Funding will be identified on individual delivery orders. The Government is obligated only to the extent of orders placed under the established BPAs.

8.0 INVOICES

Invoicing shall be identified on individual delivery orders in accordance with customer agency policies. Payments shall be made upon receipt of invoice and acceptance of products, materials, and services. Final payment will be made upon receipt of final invoice and acceptance of products, materials, services and a Contractor's Release of Claims. Details regarding payment will be identified in each Order and will be made in the case where a CTA exists within the terms of that CTA (e.g. directly to the Team Lead or separately to each Team Member).

9.0 VOLUME OF PURCHASES

The Government estimates, but does not guarantee, that the total volume of purchases through these 2GIT BPAs will be \$850,000,000.00 to \$1,100,000,000.00 annually and \$5,500,000,000.00 over 5 year BPA lifecycle. This is not a ceiling amount and the accumulated value of delivery orders issued under these BPAs may exceed this amount without modification

to the BPAs.

10.0 BPA TERMS AND CONDITIONS

10.1 All terms and conditions of the BPA Holder's awarded GSA Schedule 70 contract (or Multiple Award Schedule contract dated October 2019 or later) shall apply to the BPAs. Cooperative purchasing orders for approved state and local government entities, shall follow all state and local procurement laws. The terms and conditions of the BPA Holder's GSA Schedule 70 contract (or Multiple Award Schedule contract dated October 2019 or later) shall prevail over the BPAs and all orders, except to the extent that lower prices and delivery terms in the established BPAs shall take precedence over higher prices in the BPA Holder's GSA Schedule 70 contract (or Multiple Award Schedule contract dated October 2019 or later). Ordering activities delivery terms may extend beyond the BPA delivery terms if included in the ordering activities terms and conditions.

10.2 After BPA Establishment the BPA Holder shall provide the BPA Contracting Officer or Contract Specialist with its entire catalog of products available on its GSA Schedule 70; SIN(s) 132-8, 132-12, 132-32, 132-33 and 132-34 (or 334111, 811212, 511210, and/or 54151 for Multiple Award Schedule contract dated October 2019 or later) contract(s) which falls within scope of the 2GIT BPA within 30 days after notification by BPA Contracting Officer.

10.3 BPA Holders shall ensure that the products on its GSA Schedule contract reflect the part number assigned by the OEM. BPA Holders are required to ensure that its products are sourced directly from the OEM or an OEM authorized channel partner.

10.4 At no time shall BPA prices exceed awarded prices on the BPA Holder's GSA Schedule 70 MAS contract (or Multiple Award Schedule contract dated October 2019 or later). The discount pricing relationship established on the BPA for each BPA Holder/CTA team member shall be maintained throughout the life of the BPAs unless modified by the BPA Contracting Officer. At the time each order is placed, pricing will be based on the current Schedule contract pricing adjusted for the BPA discount.

10.5 Point of sale, at the effective date of the BPA award, the BPA Holder shall provide the BPA price or lower against all orders when orders are placed via GSA eTools, GSA Advantage, or eBuy. All orders placed using the government purchase card shall automatically charge a price no higher than the BPA price. The point-of-sale discount shall apply to all purchases for items covered by the BPA via GSA Advantage, DoD FedMall, Phone or Fax. BPA pricing shall be honored through all GSA and customer purchase channels.

10.6 Participating Dealer and Reseller quotes on delivery order RFQs will be permissible from the BPA holder's participating dealers/resellers where the BPA Holder's Schedule 70 contract (or Multiple Award Schedule contract dated October 2019 or later) recognizes/authorizes the particular dealers / resellers. Delivery order RFQs under the BPAs shall specify eligibility terms and conditions for submission of quotes for such delivery order RFQs.

Participating dealers as identified in the BPA Holder's SCRM Plan are limited to providing quotes and accepting orders for products under the 2GIT BPA Holder's GSA Schedule 70 contracts (or Multiple Award Schedule contract dated October 2019 or later) for which the 2GIT BPA Holder has a Letter of Supply.

10.7 BPA Holders are required to ensure that its products are sourced directly from the OEM or an OEM authorized channel partner, authorized distributor/reseller/agent/supplier. No gray market, remanufactured, or refurbished products shall be listed or quoted under these BPAs. The BPA Holder shall require their suppliers to purchase from the OEM or authorized distributor/reseller/agent.

10.8 Counterfeit Material Reporting. Per 48 CFR § 252.246-7007, the BPA Holder shall report all suspected counterfeit material/items to the Government through the Government Industry Data Exchange Program (GIDEP) database and to the program office via e-mail to the BPA Contracting Officer, Program Manager, and COR within 5 working days of discovery. The BPA Holder shall prominently label all suspected counterfeit material/items and physically separate from all other supplies. The BPA Holder shall not return or dispose suspected or confirmed counterfeit material/items to the supplier but hold such items for Government analysis and investigation. The BPA Holder shall aid the Government investigation including providing all documents associated with the purchase, shipping, and other relevant data on the counterfeit materials/items. The 2GIT Program Office will provide final disposition instructions for confirmed counterfeit material/items to include turnover to the Government.

Any equipment supplied under the 2GIT BPA that is found to be gray market, refurbished, tampered with shall be recovered and replaced with compliant product(s) at no cost to the government within 30 days of government notification of the deficiency. Repeated occurrences may be considered cause for termination or off-ramping at the government's discretion.

10.9 Reserved.

10.10 Contractor Teaming Arrangements (CTA). Contractor Teaming Arrangements were permitted for the establishment of the BPAs. Contractor Teaming Arrangements can only include team members who have IT Schedule 70 contracts (or Multiple Award Schedule contract dated October 2019 or later).

NOTE: FAR 9.6, Contractor Team Arrangements, does not apply to GSA Schedules teaming. Under GSA Schedules, Teaming allows contractors to use their individual GSA Schedules to develop a solution for the government. The Schedules CTA does not create a separate legal entity, but allows Schedule contractors to meet buyer's requirements by combining the supplies and/or services from each team member's separate Schedule contract in response to a buyer's Request for Quote. Subcontractors are not Team Members for purposes of a CTA.

The CTA(s) included:

- a. **Team Lead.** Team Lead responsibilities and the contractor who will perform as the Team Lead was specified. If the Team Lead will change throughout the BPA performance period, the CTA described the reasons for such changes and how the Team Lead will be designated during BPA performance. The CTA identified an alternate Team Lead.
- b. **Team Members.** Responsibilities of each Team Member and any limitations on those responsibilities.
- c. **Duration of the agreement.** Defined duration of the CTA agreement, identification of any options, and description of how each option will work.
- d. **Communications.** Points of contact for each Team Member (contractor). Since the government has privity of contract with all Team Members, the ordering agency may communicate directly with CTA Team Members for orders under the BPA. For consistency and clarity in communications regarding the terms of the BPA, the CTA Team Lead (or alternate Team Lead) serves as the only point of contact that will communicate directly with the BPA Contracting Officer after BPA award.
- e. **Invoicing and Payments.** Invoicing and payment may be processed by each individual CTA team member or via centralized invoicing and payment. The decision to utilize either individual or centralized invoicing was at the discretion of the CTA team members and was clearly defined in the CTA agreement. The CTA document indicated that all Team Members agreed to the method of payment. The CTA Agreement acknowledged that the Team Members, without any involvement by the government, would resolve any dispute involving the distribution of payment between the Team Lead and the Team Members.
- f. **Delivery responsibility.** Description of each CTA member's roles and responsibilities including Schedule/SINs, OEMs they possess a letter of supply, and BPA Line Item Number(s) each team is responsible for, so that delivery responsibility is clearly established.
- g. **Confidential information.** Identification of any proprietary information and specification of how such proprietary information and related rights will be managed.
- h. **Specific team activities.** Specification of various types of activities that will be incorporated into the team arrangement and identification of who is primarily responsible for each identified activity.
- i. **Independent contractors.** Statement that all Team Members remain independent contractors, responsible for their own employees.
- j. **Replacement of team members.** Circumstances and procedures for replacement of Team Members during on-ramping or off-ramping, including the Team Lead. Provision of an order of succession for the team leader should the team leader be removed from the CTA team. The team shall obtain the approval of the BPA Contracting Officer prior to replacing any team member. See Sections 10.12 and 10.13.
- k. **Reporting of sales and Industrial Funding Fee (IFF) payment responsibility.** Specification that each team member is responsible for tracking and reporting its own

sales IAW the terms and conditions of the GSA Schedule 70 contract (or Multiple Award Schedule contract dated October 2019 or later) and for paying the related IFF.

- l. **Ordering procedures.** Documentation of how the team will handle processing orders from the government.
- m. **Small Business.** Description of the role of small business CTA Team members.
- n. **Modifications.** Description of how modifications to the BPA will be handled, specifically if all members must sign a BPA modification or only the Team Lead.

The CTA document does not create a joint venture or separate subsidiary. A prime contractor-subcontractor arrangement is different from and not a CTA arrangement. For the CTA, each Team Member is operating as a “prime” for the portion of work they are performing. The CTA Agreement shall not conflict with the terms and conditions of each team member’s GSA Schedule 70 contract (or Multiple Award Schedule contract dated October 2019 or later). In the event of a conflict, the FSS contract shall take precedence.

At the order level, CTA members are limited to providing quotes and accepting orders for products under the 2GIT BPA Holder’s GSA Schedule 70 contracts (or Multiple Award Schedule contract dated October 2019 or later) for which the 2GIT BPA Holder has a Letter of Supply.

10.11 Vendor Risk Assessment (VRA) Program. GSA will execute their VRA program as an enterprise approach to managing risk and vulnerabilities associated with the acquisition and sustainment of products or services provided by GSA vendors. The program leverages big data analytics to identify, categorize, and assess risk information based on the Risk Elements listed in Table 2 of this document. The GSA’s VRA program utilizes customer defined priorities and risk tolerances, along with twelve defined Risk Elements, to compartmentalize risk findings and provide a well- defined process. Known or potential risks in delivery order execution related to suppliers of products and ancillary services will be evaluated. The BPA Holder shall provide any information requested by the Government to include information specified in Section 10.11.1 to facilitate a VRA within 10 business days of receiving a written request.

TABLE 2: Risk Element and Definitions

Analytical Categories	Risk Element	Description
Technical	Quality Assurance	Customer reviews, adherence to quality standards (e.g. ISO 9001).
	Production/Manufacturing	Production/manufacturing strategy, plans, and implementation. Current state relative to controls and practices for assuring authenticity and integrity of product/service as received by the end-user, and instances of reported or alleged counterfeit product or fraudulent practices.
	R&D / Innovation	Current state, investment in and plans for product/process improvements and advancements.
Business Management	Leadership & Organization	Current and prior affiliations and associations of company leaders. Current state, strategy and plans relative to the organization of the operating unit and relationship to parent, subsidiary or affiliated organizations.
	Supplier Management	Current state, strategy and plans relative to suppliers and supply chain management.
	Business Alliances	Current state, strategy and plans relative to key joint ventures, partnerships, acquisitions, and agreements (including technology/intellectual property).
Market	Revenue/Financial Health	Financial status, sources of investment, and revenues by category/source, including indirect and direct funding from U.S. Government organizations.
	Industry/Market Position	Current state, strategy and plans relative to the market/industrial environment, potential customers, and competitors.
	Regulatory & Legal	Status relative to regulatory/legal trends, actions, issues and concerns.

Security	Socioeconomic Environment	Current state, trends, issues and concerns relative to the geographical locations and socioeconomic conditions in which the business/enterprise is operating.
	Cybersecurity	Current state, issues, and concerns relative to cybersecurity. Technical vulnerabilities, instances of cyber breach or historic trends.
	Physical Security & Insider Threat	Physical security employed at design, manufacturing, packaging and distribution facilities. Security issues and concerns emanating from people involved with the operating unit, including employees, former employees, Contractors and business associates.

10.11.1 Notional Risk Element Information Disclosure Request for Identified Supply Chain

1. Identify formal security program elements, for BPA Holder, subcontractors, and other teaming arrangement partners (including, but not limited to suppliers, distributors, and manufacturers) that includes:
 - a. Personnel Security
 - b. Information Security program
 - c. Physical Security program
 - d. Cybersecurity program
 - e. Supply Chain Risk Management program
2. Identify all proposed sub-Contractors and/or teaming arrangement partners (including, but not limited to suppliers, distributors, and manufacturers) involved in supply chain product delivery.
3. Identify Quoter's parent and/or subsidiary corporate entities
4. Identify any foreign ownership or control of entities identified under Questions 2 and 3.
5. Identify names of corporate officers associated with responses for Questions 2 and 3.
6. Identify names and locations of each facility where any information system, information technology hardware and/or software products to be delivered under the BPA was designed, manufactured, packaged, and stored prior to distribution.
7. Identify means and methods for delivering information system, information technology hardware and/or software products, including the names of entities responsible for transport or storage. If customer delivery orders are direct shipped to customer then state.

8. Identify any additional third-party Contractor/subcontractor service agreement relationships associated with standard installation or follow-on support service agreements for delivered information technology products (e.g. installation, maintenance, sustainment, etc.).

10.12 Off-Ramping: BPA Holders are expected to meet an annual minimum sales or volume requirement. This will promote the success of 2GIT. Total annual sales equals the total of all orders against the 2GIT BPAs for all BPA awardees. The total annual sales do not include sales outside of the 2GIT BPAs. Delivery order annual volume equals the total quantity of all orders against the 2GIT BPAs for all BPA awardees. The total annual volume does not include orders outside of the 2GIT BPAs.

The annual minimum 2GIT sales requirement is 1% of total annual sales or 1.5% of delivery order annual volume for each BPA holder (or CTA team's combined total annual sales or delivery order annual volume, if applicable). The minimum sales requirement will be reviewed annually upon the anniversary of the BPA award and continuing on subsequent anniversary dates of the BPA holder's award until the end of the BPA period of performance. A BPA holder's failure to meet the applicable annual minimum sales requirement may result in Off-ramping.

To ensure success of the 2GIT BPAs, each 2GIT BPA holder is expected to participate in the 2GIT ordering process by submitting quotes in response to agency level solicitations for which the 2GIT BPA holder has a reasonable chance for award, to successfully perform the terms of their orders, and to promptly improve performance should it ever not meet the terms of the orders. GSA BPA Contracting Officer reserves the unilateral right to Off-Ramp non performing BPA Holders. BPA Holders that are Off-Ramped must still complete existing delivery orders under the 2GIT BPAs at the time of the Off-Ramping. Off-ramping may result from one or more of the following conditions:

- a. BPA Holders who fail to provide a response to 95% of Request for Quotes (RFQ), identified in GSA eBuy, under the 2GIT BPA Line Items of which you hold an award. Valid response would include either placing a quote or providing a no quote with justification on why not quoting.
- b. Debarment, Suspension, or Ineligibility as defined in FAR Subpart 9.4.
- c. BPA Holders who fail to meet a 95% on time delivery average based upon the delivery standards outlined in Section 5.2.1.
- d. BPA Holders who fail to meet 1% of total annual sales respective to the overall 2GIT BPAs or 1.5% of the 2GIT BPAs delivery order annual volume associated with their unique orders.

e.g. \$1,000,000,000 in overall 2GIT BPA annual sales equals a \$10,000,000 minimum sales requirement for each BPA holder (or a respective CTA team's combined total annual sales, if a CTA is applicable). 10,000 in overall 2GIT BPA annual delivery orders equals an 150 minimum annual volume requirement of for each BPA holder (or a respective CTA team's combined total annual orders, if a CTA is applicable).

- e. BPA Holders who fail to meet Sections 5.1.3.1 through 5.1.3.4 SCRM reporting requirements or fails on the same security process control multiple times (greater than two) within annual reporting cycle. Additional audit/inspection assessment visits may be executed by Government team to validate compliance.
- f. BPA Holders assessed as high risk relative to the formalized VRA Program elements in Table 2 of Section 10.11 and survey questions in Section 10.11.1. Additional audit/inspection assessment visits may be executed by Government team to validate responses.
- g. BPA Holders who fail to obtain ISO 9001 certification within the timeframe established in Section 5.1.7.

If a BPA holder does not meet these expectations, it is the Government's intent to "off-ramp" the 2GIT BPA holder by:

- a. Implementing a termination for convenience (if applicable and only if such action is in the Government's best interest); or
- b. Implementing a termination for cause, if applicable; or
- c. Taking any other action which may be permitted under the BPA terms and conditions

10.13 On-Ramping. The BPA Contracting Officer has determined that it is in the Government's best interest that at all times during the term of the BPAs, there remain an adequate number of BPA holders eligible to compete for orders. Recognizing this, GSA intends to review the total number of BPA holders participating in the ordering process one year after BPA establishment (then annually thereafter) to determine whether it is in the best interest of the Government to issue an amendment for purposes of adding additional BPA holders. Over time, the total number of BPA holders may fluctuate due to various reasons including industry consolidation, significant changes in the marketplace or advances in technology, general economic conditions, the Government's exercise of the off-ramp process, or other reasons. The Government is under no obligation to solicit or establish additional BPAs. This is a discretionary unilateral authority of the Government.

Should such a determination be made to solicit or establish additional BPAs, an open season will be established. During this process the Government may allow existing BPA Holders/Team Leads the opportunity to restructure existing teams. This open season will allow the existing 2GIT BPA Holders/Team Leads to add new team members, delete current team members, and/or otherwise revise teaming arrangement(s) to respond to future 2GIT order requirements. In very rare instances, unforeseen and/or urgent additions of team members outside of annual open season may be approved. Approval shall only be given by the BPA Contracting Officer. Teams that are substantially changed may be reevaluated to determine if they still represent the best value to the Government and may be evaluated against newly proposed teams during the open season. Any team changes (make up of team members) require a new or modified CTA signed by all members of the Team. All team changes will be implemented by a BPA modification signed by the BPA Contracting Officer.

10.13.1 Open Season Procedures. If GSA determines that it would be in the Government's best interest to amend the solicitation to add new BPA holders, the BPA Contracting Officer may do so at any time provided that:

- a. The reopening of the solicitation (onboarding) will be achieved via the BPA Contracting Officer issuing a solicitation amendment;
- b. The open season solicitation amendment is issued under then-applicable federal procurement law;
- c. The open season solicitation amendment identifies the total approximate number of new awards that the BPA Contracting Officer intends to make. The BPA Contracting Officer may decide to award more or fewer BPAs than the number identified in the solicitation amendment depending upon the overall quality of the quotes received;
- d. Any Contractor that meets the eligibility requirements set forth in the open season solicitation amendment submits a quote in response to the solicitation;
- e. The award decision under any open season solicitation amendment is based upon substantially the same evaluation factors/sub-factors as the original solicitation;
- f. The terms and conditions of any resulting BPA awards from an open season solicitation amendment are materially identical to the initial 2GIT BPA solicitation;
- g. The period of performance for any such new awards from an open season solicitation amendment shall end on the same date as the BPAs for all other 2GIT BPA holders; and
- h. If awarded a BPA through the open season authority, any new 2GIT BPA holder is eligible to compete for orders with the same rights and obligations as any other BPA holder.

10.14 Cancellation of BPA. The Government reserves the right to cancel a BPA at any time for reasons including, but not limited to, if it is no longer needed, no longer represents competitive pricing, does not provide adequate service (e.g., delivery, billing, and service quality), the BPA holder is otherwise not in compliance with the BPA terms and conditions. The BPA Holder shall notify the BPA's Contracting Officer no less than 60 days prior to the expiration of The BPA Holder's GSA Schedule 70 contract (or Multiple Award Schedule contract dated October 2019 or later). If for any reason the BPA Holder's GSA Schedule 70 contract (or Multiple Award Schedule contract dated October 2019 or later) is terminated, the BPA Holder shall notify the BPA Contracting Officer within twenty-four (24) hours. The BPA's period of performance will not extend beyond the expiration date of the BPA Holder's GSA Schedule 70 contract (or Multiple Award Schedule contract dated October 2019 or later).

10.15 Reporting. During post award the BPA Contracting Officer will provide the BPA Holders with the standardized 2GIT BPA Category Management Report (CMR) template that will be reported monthly to the 2GIT Program Office. The reporting elements are indicated in Appendix 3 and may change during the performance period of the BPAs. BPA Holders will be briefed on the reporting process post award. The report shall only include orders within the month that have been invoiced. The BPA Holder shall submit the completed 2GIT CMR for the 2GIT BPAs to the BPA Contracting Officer, Program Manager, and COR. Vendors who have

accepted the Schedule # 70 (or Multiple Award Schedule contract dated October 2019 or later) – Information Technology, Software & Services Solicitation FCIS-JB-980001B Transactional Data Reporting (TDR) MAS Modification may utilize their monthly Sales Reporting Portal (SRP) reporting process to comply with this requirement provided that the additional data fields specified in Appendix 3 are submitted to the BPA Contracting Officer, Program Manager, and COR. The monthly 2GIT CMR is due within 30 calendar days from the last calendar day of the month. If there was no order activity during the month, confirmation of no reportable data must be submitted within 30 calendar days of the last calendar day of the month.

10.16 Program Management. Within five days after date of award the BPA Holder shall identify a Program Manager who shall be the primary representative responsible for all work awarded under the BPA, participating in Program Management Reviews and ensuring all standards referenced herein are adhered to. Individual orders may identify different mandated standards. Identification of the Program Manager shall be submitted to the BPA Contracting Officer, BPA Program Manager, and COR.

10.17 End of Life Management. When required and as part of the quote at the ordering level, the BPA Holder shall clearly identify its approach to device end-of-life management. Unless approved by the Government as a management option, electronic assets shall not be disposed of in a landfill or by incineration. For any equipment removed by the BPA Holder and scheduled to be refurbished or recycled, the BPA Holder is required to demonstrate as part of its management plan that those actions will be handled by a refurbisher or recycler that is third party certified to one of the known electronics recycling certification programs that is used in the United States, the Responsible Recycling Standard (R2) or the e-Stewards® Standard.

10.18 Organizational Conflict Of Interest (OCI). OCI issues shall be identified and addressed as described in FAR 9.5 and DFARS 209.5. The Contractor is expected to not engage in any activity that could cause an OCI with the Contractor's position under the 2GIT BPA or orders under the 2GIT BPA, impair the Contractor's ability to render unbiased advice and recommendations, or place the Contractor in the position of having an unfair competitive advantage as a result of the knowledge, information, and experience gained. After reviewing FAR 9.5 and DFARS 209.5 in their entirety, if the Contractor or CTA team member(s) determines their company, CTA team member, or subcontractor has an actual or potential OCI, the Contractor or team member shall notify the BPA Contracting Officer or Ordering Agency Contracting Officer in writing. Any written submissions regarding an actual or potential OCI shall be submitted as part of the quote. The written submissions shall include a proposed mitigation plan for review and ultimately incorporation into the 2GIT BPAs and orders under the 2GIT BPAs. If the Government determines an OCI cannot be avoided, neutralized, or mitigated, the Quoter may be excluded from consideration for award.

The Contractor agrees that, if after award and anytime during the performance period, it discovers an actual or potential OCI; it shall make immediate and full disclosure in writing to the BPA Contracting Officer or Ordering Agency Contracting Officer. The notification shall include a description of the actual or potential OCI, a description of the action the Contractor has taken or proposes to take to avoid, mitigate or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter.

11.0 BPA ORDERING

11.1 All orders placed by approved federal agency, state, local, regional and tribal governments under the cooperative purchasing agreements shall be placed via GSA Advantage, GSA eBuy, any other GSA provided eTools, Government Purchase Card (GPC), and/or telephone orders which are applicable to this BPA. Awarded vendors shall not exceed their BPA unit price on any order or RFQ quote. When customers place orders/RFQs through the GSA Advantage and/or GSA eBuy eTools, awarded vendors are encouraged to quote prices lower than the established BPA price. If a BPA Holder does not intend to submit a quote on a delivery order procurement under the governments electronic ordering tools, (i.e. GSA eBuy) the vendor shall place a “No Bid” and shall include a brief justification as to the reason for the “No Bid”.

11.2 Short Term Consolidated Buy Periods. GSA reserves the right at any time during the 2GIT BPAs period of performance, to initiate a consolidated buying period, which will initially be conducted via GSA Advantage and eBuy for the purchase of comparable like items or by manufacture specific name and part numbers (e.g. Commoditization of certain products, similar to how CCS-2 Quantum Enterprise Buy (QEB) is conducted). The awarded product(s) will be available through a GSA designated portal within GSA Advantage and available for customers to purchase without further competition. Awarded vendors will be required to hold the awarded price(s) based on the set terms and conditions of the short term consolidated buy period.

11.3 GSA Online Configurator. BPA Holders are encouraged to use the GSA online configurator which would allow customers to customize IT Hardware products. This tool will allow customers to purchase options and accessories that may be purchased in conjunction with the initial product offering.

11.4 Processing of Online Orders. The BPA Holder shall utilize the available order status tools in GSA Advantage when orders are placed using the online portal. The BPA Holder shall provide equivalent information via email or other agreed to method when orders are placed outside the GSA Advantage portal.

11.5 Prohibition on Contracting for Certain Telecommunication and Video Surveillance Services or Equipment- Section 889(a)(1)(A) and (a)(1)(B) of the National Defense Authorization Act for Fiscal Year 2019 apply to this BPA. The Contractor shall not provide to the Government nor does the Contractor use covered telecommunications equipment or services as defined in FAR 52.204-25 as a substantial or essential component of any system or as critical technology as part of any system. Representations for Section 889(a)(1)(B) shall be required at or before the award or any task order.

The current version of the following provisions applies to all solicitations issued under this BPA whether regardless of whether the clause was inserted into the solicitation document:

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

52.204-26 Covered Telecommunications Equipment or Services-Representation
(Oct 2020)

The current version of the following clause applies to all orders resulting from solicitations issued under this BPA whether regardless of whether the clause was inserted into the delivery/task order:

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

12.0 PROGRAM REVIEW

The Contracting Officer or other authorized government representative may hold semi-annual program review meetings. Such meetings will be held via telecom or video teleconferencing. However, the Government reserves the right to request a meeting in person. The meetings will include all BPA Holders, representatives from prospective customer agencies, a combination of current and prospective customer agencies, or individual BPA Holders.

Some major Federal Government, and any approved state, local, regional or tribal governments may establish a central program management function. Such users may require their primary suppliers to participate in agency program review meetings on a periodic basis, at no additional cost to the Government.

The BPAs will be reviewed annually. Per FAR 8.405-3(e), review of the BPAs will consist of the following at a minimum and the GSA contracting officer will determine whether:

- a. The Schedule contract, upon which the BPA was established, is still in effect;
- b. The BPA still represents the best value (see 8.404(d)); and
- c. Estimated quantities/amounts have been exceeded and additional price reductions can be obtained.

The annual BPA review will also include the following:

- Product Delivery Execution in accordance with Section 5.2.1
- SCRM Plan Execution in accordance with Section 5.1.3 through 5.1.3.4
- Performance Requirements and Deliverables Execution in accordance with Exhibits 1 and 2

13.0 GOVERNMENT POINTS OF CONTACT

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14.0 CLAUSES

The resultant BPAs 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 assessed electronically at <https://acquisition.gov> and <https://acquisition.gov/gsam>.

14.1 Option to Extend Blanket Purchase Agreement

The Government may require continued performance within the terms and conditions of this Blanket Purchase Agreement (BPA). The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of Blanket Purchase Agreement expiration.

14.2 All Other Applicable Clauses:

52.204-23-Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

52.223-13 Acquisition of EPEAT®- Registered Imaging Equipment (Jun 2014).

52.223-14 Acquisition of EPEAT®- Registered Televisions (Jun 2014) .

52.223-16 Acquisition of EPEAT®- Registered Personal Computer Products (Oct 2015).

GSAR clause 552.238-74 Industrial Funding Fee and Sales Reporting *Alternate I* (Jun 2016).

As prescribed in [538.273\(b\)\(1\)](#), substitute the following paragraphs (a), (b), (c), and (d) for paragraphs (a), (b), (c), and (d) of the basic clause:

(a) Definition. “Transactional data” encompasses the historical details of the products or services delivered by the Contractor during the performance of task or delivery orders issued against this contract.

(b) Reporting of Transactional Data. The Contractor must report all transactional data under this contract as follows:

(1) The Contractor must electronically report transactional data by utilizing the automated reporting system at an Internet website designated by the General Services Administration (GSA) or by uploading the data according to GSA instructions. GSA will post registration instructions and reporting procedures on the Vendor Support Center website, <https://vsc.gsa.gov>. The reporting system website address, as well as registration instructions and reporting procedures, will be provided at the time of award or inclusion of this clause in the contract.

(2) The Contractor must provide, at no additional cost to the Government, the following transactional data elements, as applicable:

- (i) Contract or Blanket Purchase Agreement (BPA) Number.
- (ii) Delivery/Task Order Number/Procurement Instrument Identifier (PIID).
- (iii) Non Federal Entity.
- (iv) Description of Deliverable.
- (v) Manufacturer Name.
- (vi) Manufacturer Part Number.
- (vii) Unit Measure (each, hour, case, lot).
- (viii) Quantity of Item Sold.
- (ix) Universal Product Code.
- (x) Price Paid per Unit.
- (xi) Total Price.

Note to paragraph (b)(2): The Contracting Officer may add data elements to the standard elements listed in paragraph (b)(2) of this section with the approvals listed in GSAM .

(3) The contractor must report transactional data within 30 calendar days from the last calendar day of the month. If there was no contract activity during the month, the Contractor must submit a confirmation of no reportable transactional data within 30 calendar days of the last calendar day of the month.

(4) The Contractor must report the price paid per unit, total price, or any other data elements with an associated monetary value listed in (b)(2) of this section, in U.S. dollars.

(5) The reported price paid per unit and total price must include the Industrial Funding Fee (IFF).

(6) The Contractor must maintain a consistent accounting method of transactional data reporting, based on the Contractor's established commercial accounting practice.

(7) Reporting Points.

(i) The acceptable points at which transactional data may be reported include—

(A) Issuance of an invoice; or

(B) Receipt of payment.

(ii) The Contractor must determine whether to report transactional data on the basis of invoices issued or payments received.

(8) The Contractor must continue to furnish reports, including confirmation of no transactional data, through physical completion of the last outstanding task or delivery order of the contract.

(9) Unless otherwise expressly stated by the ordering activity, orders that contain classified information or other information that would compromise national security are exempt from this reporting requirement.

(10) This clause does not exempt the Contractor from fulfilling existing reporting requirements contained elsewhere in the contract.

(11) GSA reserves the unilateral right to change reporting instructions following 60 calendar days' advance notification to the Contractor.

(c) Industrial Funding Fee (IFF).

(1) This contract includes an IFF charged on orders placed against this contract. The IFF is paid by the authorized ordering activity but remitted to GSA by the Contractor. The IFF reimburses GSA for the costs of operating the Federal Supply Schedule program, as set forth in [40 U.S.C. 321](#): Acquisition Services Fund. Net operating revenues generated by the IFF are also applied to fund initiatives benefitting other authorized GSA programs, in accordance with 40 U.S.C. 321.

(2) GSA has the unilateral right to change the fee amount at any time, but not more than once per year; GSA will provide reasonable notice prior to the effective date of any change. GSA will post notice of the current IFF on the Vendor Support Center website at <https://vsc.gsa.gov>.

(3) Offerors must include the IFF in their prices. The fee is included in the awarded price(s) and reflected in the total amount charged to ordering activities. The fee will not be included in the price of non-contract items purchased pursuant to a separate contracting authority, such as a Governmentwide Acquisition Contract (GWAC); a separately awarded Federal Acquisition Regulation (FAR) Part 12, FAR Part 13, FAR Part 14, or FAR Part 15 procurement; or a non-FAR contract.

(4) The Contractor must remit the IFF to GSA in U.S. dollars within 30 calendar days after the last calendar day of the reporting quarter; final payment must be remitted within 30 calendar days after physical completion of the last outstanding task order or delivery order issued against the contract.

(5) GSA reserves the unilateral right to change remittance instructions following 60 calendar days' advance notification to the Contractor.

(d) The Contractor's failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or offsetting payments and interest on the debt (see FAR clause 52.232-17, Interest). If the Contractor fails to submit the required transactional data reports, falsifies them, or fails to timely pay the IFF, these reasons constitute sufficient cause for the Government to terminate the contract for cause.

252.239-7017 Notice Of Supply Chain Risk (SEP 2018) (DEVIATION 2018-O0020)

(a) *Definition.* As used in this provision—

“Supply chain risk,” means the risk that an adversary may sabotage, maliciously introduce unwanted function, or otherwise subvert the design, integrity, manufacturing, production, distribution, installation, operation, or maintenance of a covered system so as to surveil, deny, disrupt, or otherwise degrade the function, use, or operation of such system (see 10 U.S.C. 2339a).

(b) In order to manage supply chain risk, the Government may use the authorities provided by 10 U.S.C. 2339a. In exercising these authorities, the Government may consider information, public and non-public, including all-source intelligence, relating to an offeror and its supply chain.

(c) If the Government exercises the authority provided in 10 U.S.C. 2339a to limit disclosure of information, no action undertaken by the Government under such authority shall be subject to review in a bid protest before the Government Accountability Office or in any Federal court.

(End of provision)

252.239-7018 Supply Chain Risk (SEP 2018) (DEVIATION 2018-O0020)

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

“Information technology” (see 40 U.S.C 11101(6)) means, in lieu of the definition at FAR 2.1, 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.

(1) For purposes of this definition, equipment is used by an agency if the equipment is used by the agency directly or is used by a contractor under a contract with the agency that requires—

(i) Its use; or

(ii) To a significant extent, its use in the performance of a service or the furnishing of a product.

(2) The term “information technology” includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources.

(3) The term “information technology” does not include any equipment acquired by a contractor incidental to a contract.

“Supply chain risk,” means the risk that an adversary may sabotage, maliciously introduce unwanted function, or otherwise subvert the design, integrity, manufacturing, production, distribution, installation, operation, or maintenance of a covered system so as to surveil, deny, disrupt, or otherwise degrade the function, use, or operation of such system (see 10 U.S.C. 2339a).

(b) The Contractor shall mitigate supply chain risk in the provision of supplies and services to the Government.

(c) In order to manage supply chain risk, the Government may use the authorities provided by 10 U.S.C. 2339a. In exercising these authorities, the Government may consider information, public and non-public, including all-source intelligence, relating to a Contractor’s supply chain.

(d) If the Government exercises the authority provided in 10 U.S.C. 2339a to limit disclosure of information, no action undertaken by the Government under such authority shall be subject to review in a bid protest before the Government Accountability Office or in any Federal court.

(End of clause)

252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (AUG 2016)

The following paragraphs (a) through (e) of this clause do not apply unless the Contractor is subject to the Cost Accounting Standards under 41 U.S.C. chapter 15, as implemented in regulations found at 48 CFR 9903.201-1.

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

“Authorized aftermarket manufacturer” means an organization that fabricates a part under a contract with, or with the express written authority of, the original component manufacturer based on the original component manufacturer’s designs, formulas, and/or specifications.

“Authorized supplier” means a supplier, distributor, or an aftermarket manufacturer with a contractual arrangement with, or the express written authority of, the original manufacturer or current design activity to buy, stock, repackage, sell, or distribute the part.

“Contract manufacturer” means a company that produces goods under contract for another company under the label or brand name of that company.

“Contractor-approved supplier” means a supplier that does not have a contractual agreement with the original component manufacturer for a transaction, but has been identified as trustworthy by a contractor or subcontractor.

“Counterfeit electronic part” means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified electronic part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used electronic parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

“Electronic part” means an integrated circuit, a discrete electronic component (including, but not limited to, a transistor, capacitor, resistor, or diode), or a circuit assembly (section 818(f)(2) of Pub. L. 112-81).

“Obsolete electronic part” means an electronic part that is no longer available from the original manufacturer or an authorized aftermarket manufacturer.

"Original component manufacturer" means an organization that designs and/or engineers a part and is entitled to any intellectual property rights to that part.

“Original equipment manufacturer” means a company that manufactures products that it has designed from purchased components and sells those products under the company's brand name.

“Original manufacturer” means the original component manufacturer, the original equipment manufacturer, or the contract manufacturer.

“Suspect counterfeit electronic part” means an electronic part for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the electronic part is authentic.

(b) *Acceptable counterfeit electronic part detection and avoidance system.* The Contractor shall establish and maintain an acceptable counterfeit electronic part detection and avoidance system. Failure to maintain an acceptable counterfeit electronic part detection and avoidance system, as defined in this clause, may result in disapproval of the purchasing system by the Contracting Officer and/or withholding of payments and affect the allowability of costs of counterfeit electronic parts or suspect counterfeit electronic parts and the cost of rework or corrective action that may be required to remedy the use or inclusion of such parts (see DFARS [231.205-71](#)).

(c) *System criteria.* A counterfeit electronic part detection and avoidance system shall include risk-based policies and procedures that address, at a minimum, the following areas:

(1) The training of personnel.

(2) The inspection and testing of electronic parts, including criteria for acceptance and rejection. Tests and inspections shall be performed in accordance with accepted Government- and industry-recognized techniques. Selection of tests and inspections shall be based on minimizing risk to the Government. Determination of risk shall be based on the assessed probability of receiving a counterfeit electronic part; the probability that the inspection or test selected will detect a counterfeit electronic part; and the potential negative consequences of a counterfeit electronic part being installed (*e.g.*, human safety, mission success) where such consequences are made known to the Contractor.

(3) Processes to abolish counterfeit parts proliferation.

(4) Risk-based processes that enable tracking of electronic parts from the original manufacturer to product acceptance by the Government, whether the electronic parts are supplied as discrete electronic parts or are contained in assemblies, in accordance with paragraph (c) of the clause at [252.246-7008](#), Sources of Electronic Parts (also see paragraph (c)(2) of this clause).

(5) Use of suppliers in accordance with the clause at [252.246-7008](#).

(6) Reporting and quarantining of counterfeit electronic parts and suspect counterfeit electronic parts. Reporting is required to the Contracting Officer and to the Government-Industry Data Exchange Program (GIDEP) when the Contractor becomes aware of, or has reason to suspect that, any electronic part or end item, component, part, or assembly containing electronic parts purchased by the DoD, or purchased by a Contractor for delivery to, or on behalf of, the DoD, contains counterfeit electronic parts or suspect counterfeit electronic parts. Counterfeit electronic parts and suspect counterfeit electronic parts shall not be returned to the seller or otherwise returned to the supply chain until such time that the parts are determined to be authentic.

(7) Methodologies to identify suspect counterfeit parts and to rapidly determine if a suspect counterfeit part is, in fact, counterfeit.

(8) Design, operation, and maintenance of systems to detect and avoid counterfeit electronic parts and suspect counterfeit electronic parts. The Contractor may elect to use current Government- or industry-recognized standards to meet this requirement.

(9) Flow down of counterfeit detection and avoidance requirements, including applicable system criteria provided herein, to subcontractors at all levels in the supply chain that are responsible for

buying or selling electronic parts or assemblies containing electronic parts, or for performing authentication testing.

(10) Process for keeping continually informed of current counterfeiting information and trends, including detection and avoidance techniques contained in appropriate industry standards, and using such information and techniques for continuously upgrading internal processes.

(11) Process for screening GIDEP reports and other credible sources of counterfeiting information to avoid the purchase or use of counterfeit electronic parts.

(12) Control of obsolete electronic parts in order to maximize the availability and use of authentic, originally designed, and qualified electronic parts throughout the product's life cycle.

(d) Government review and evaluation of the Contractor's policies and procedures will be accomplished as part of the evaluation of the Contractor's purchasing system in accordance with [252.244-7001](#), Contractor Purchasing System Administration--Basic, or Contractor Purchasing System Administration--Alternate I.

(e) The Contractor shall include the substance of this clause, excluding the introductory text and including only paragraphs (a) through (e), in subcontracts, including subcontracts for commercial items, for electronic parts or assemblies containing electronic parts.

(End of clause)

252.246-7008 Sources of Electronic Parts (MAY 2018)

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

“Authorized aftermarket manufacturer” means an organization that fabricates a part under a contract with, or with the express written authority of, the original component manufacturer based on the original component manufacturer's designs, formulas, and/or specifications.

“Authorized supplier” means a supplier, distributor, or an aftermarket manufacturer with a contractual arrangement with, or the express written authority of, the original manufacturer or current design activity to buy, stock, repackage, sell, or distribute the part.

“Contract manufacturer” means a company that produces goods under contract for another company under the label or brand name of that company.

“Contractor-approved supplier” means a supplier that does not have a contractual agreement with the original component manufacturer for a transaction, but has been identified as trustworthy by a contractor or subcontractor.

“Electronic part” means an integrated circuit, a discrete electronic component (including, but not limited to, a transistor, capacitor, resistor, or diode), or a circuit assembly (section 818(f)(2) of Pub. L. 112-81).

"Original component manufacturer" means an organization that designs and/or engineers a part and is entitled to any intellectual property rights to that part.

“Original equipment manufacturer” means a company that manufactures products that it has designed from purchased components and sells those products under the company's brand name.

“Original manufacturer” means the original component manufacturer, the original equipment manufacturer, or the contract manufacturer.

(b) *Selecting suppliers.* In accordance with section 818(c)(3) of the National Defense

Authorization Act for Fiscal Year 2012 (Pub. L. 112-81), as amended by section 817 of the National Defense Authorization Act for Fiscal Year 2015 (Pub. L. 113-291) and section 885 of the National Defense Authorization Act for Fiscal Year 2016 (Pub. L. 114-92), the Contractor shall—

(1) First obtain electronic parts that are in production by the original manufacturer or an authorized aftermarket manufacturer or currently available in stock from—

- (i) The original manufacturers of the parts;
- (ii) Their authorized suppliers; or
- (iii) Suppliers that obtain such parts exclusively from the original manufacturers of the parts or their authorized suppliers;

(2) If electronic parts are not available as provided in paragraph (b)(1) of this clause, obtain electronic parts that are not in production by the original manufacturer or an authorized aftermarket manufacturer, and that are not currently available in stock from a source listed in paragraph (b)(1) of this clause, from suppliers identified by the Contractor as contractor-approved suppliers, provided that—

- (i) For identifying and approving such contractor-approved suppliers, the Contractor uses established counterfeit prevention industry standards and processes (including inspection, testing, and authentication), such as the DoD-adopted standards at <https://assist.dla.mil>;
- (ii) The Contractor assumes responsibility for the authenticity of parts provided by such contractor-approved suppliers; and
- (iii) The Contractor’s selection of such contractor-approved suppliers is subject to review, audit, and approval by the Government, generally in conjunction with a contractor purchasing system review or other surveillance of purchasing practices by the contract administration office, or if the Government obtains credible evidence that a contractor-approved supplier has provided counterfeit parts. The Contractor may proceed with the acquisition of electronic parts from a contractor-approved supplier unless otherwise notified by DoD; or

(3)(i) Take the actions in paragraph (b)(3)(ii) of this clause if the Contractor—

(A) Obtains an electronic part from—

- (1) A source other than any of the sources identified in paragraph (b)(1) or (b)(2) of this clause, due to nonavailability from such sources; or
- (2) A subcontractor (other than the original manufacturer) that refuses to accept flowdown of this clause; or

(B) Cannot confirm that an electronic part is new or previously unused and that it has not been comingled in supplier new production or stock with used, refurbished, reclaimed, or returned parts.

(ii) If the contractor obtains an electronic part or cannot confirm an electronic part pursuant to paragraph (b)(3)(i) of this clause—

(A) Promptly notify the Contracting Officer in writing. If such notification is required for an electronic part to be used in a designated lot of assemblies to be acquired under a single contract, the Contractor may submit one notification for the lot, providing identification of the assemblies containing the parts (e.g., serial numbers);

(B) Be responsible for inspection, testing, and authentication, in accordance with existing applicable industry standards; and

(C) Make documentation of inspection, testing, and authentication of such electronic parts available to the Government upon request.

(c) *Traceability*. If the Contractor is not the original manufacturer of, or authorized supplier for, an electronic part, the Contractor shall—

(1) Have risk-based processes (taking into consideration the consequences of failure of an electronic part) that enable tracking of electronic parts from the original manufacturer to product acceptance by the Government, whether the electronic part is supplied as a discrete electronic part or is contained in an assembly;

(2) If the Contractor cannot establish this traceability from the original manufacturer for a specific electronic part, be responsible for inspection, testing, and authentication, in accordance with existing applicable industry standards; and

(3)(i) Maintain documentation of traceability (paragraph (c)(1) of this clause) or the inspection, testing, and authentication required when traceability cannot be established (paragraph (c)(2) of this clause) in accordance with FAR subpart 4.7; and

(ii) Make such documentation available to the Government upon request.

(d) *Government sources*. Contractors and subcontractors are still required to comply with the requirements of paragraphs (b) and (c) of this clause, as applicable, if—

(1) Authorized to purchase electronic parts from the Federal Supply Schedule;

(2) Purchasing electronic parts from suppliers accredited by the Defense Microelectronics Activity; or

(3) Requisitioning electronic parts from Government inventory/stock under the authority of 252.251-7000, Ordering from Government Supply Sources.

(i) The cost of any required inspection, testing, and authentication of such parts may be charged as a direct cost.

(ii) The Government is responsible for the authenticity of the requisitioned parts. If any such part is subsequently found to be counterfeit or suspect counterfeit, the Government will—

(A) Promptly replace such part at no charge; and

(B) Consider an adjustment in the contract schedule to the extent that replacement of the counterfeit or suspect counterfeit electronic parts caused a delay in performance.

(e) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (e), in subcontracts, including subcontracts for commercial items, that are for electronic parts or assemblies containing electronic parts, unless the subcontractor is the original manufacturer.

(End of clause)

GSAM 507.105(c) states

(3) Acquisitions requiring additional transactional data reporting elements to those listed in subparagraph (b)(2) of clauses [552.216-75](#) and [552.238-74](#) Alternate I–

(i) Must be coordinated with the applicable category manager, and obtain approval by the HCA and Senior Procurement Executive; and

(ii) All of the following information must be included in the rationale for adding transactional data reporting elements:

(A) List of the data element(s) to be collected.

(B) Describe how the information will be used.

(C) Describe the method of submission (e.g. which information technology system will be used, what format(s) are acceptable).

(D) Address any potential duplication (i.e. does the contractor submit this data in any other method already?).

(E) Describe efforts to minimize burden on small business.

(F) Describe consequence to Federal program if the element(s) are not collected.

(G) Describe alternatives to obtaining the information other than collecting it from the contractor through this clause.

(H) Identify whether or not this data will be made publicly available and the rationale for this decision, and how the information will be published, if applicable.

(I) Estimated annual burden to the public in terms of hours. The estimate should indicate the number of contractors expected to report the data, frequency of reporting, annual hour burden, and an explanation of how the burden was estimated.

(J) Estimated annual cost to the public in terms of dollars. The estimate should be broken out by initial setup costs and the cost to maintain the reporting requirement.

(K) Estimated total annual cost to the government.

(iii) The approval requirements in this subparagraph do not apply to additional data elements added to a task/delivery order or blanket purchase agreement. However, coordination with the applicable category manager is required.

70 500 --- Order-Level Materials (OLMs) - Subject to Cooperative Purchasing

Order-Level Materials (OLMs) are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Federal Supply Schedule (FSS) contract or FSS blanket purchase agreement (BPA). OLMs are not defined, priced, or awarded at the FSS contract level. They are unknown before a task or delivery order is placed against the FSS contract or FSS BPA. OLMs are only authorized for inclusion at the order level under a Time-and-Materials (T&M) or Labor-Hour (LH) Contract Line Item Number (CLIN) and are subject to a Not To Exceed (NTE) ceiling price. OLMs include direct materials, subcontracts for supplies and incidental services for which there is not a labor category specified in the FSS contract, other direct costs (separate from those under ODC SINS), and indirect costs. OLMs are purchased under the authority of the FSS Program and are not "open market items."

Items awarded under ancillary supplies/services or other direct cost (ODC) SINS are not OLMs. These items are defined, priced, and awarded at the FSS contract level, whereas OLMs are unknown before an order is placed. Ancillary supplies/services and ODC SINS are for use under all order type CLINs (Fixed-Price (FP), T&M, and LH), whereas the Order-Level Materials SIN is only authorized for use under T&M and LH order CLINs.

The Order-Level Materials SIN is only authorized for use in direct support of another awarded SIN. Price analysis for OLMs is not conducted when awarding the FSS contract or FSS BPA; therefore, GSAR 538.270 and 538.271 do not apply to OLMs. OLMs are defined and priced at the ordering activity level in accordance with GSAR clause 552.238-82 Special Ordering Procedures for the Acquisition of Order-Level Materials. Prices for items provided under the Order-Level Materials SIN must be inclusive of the Industrial Funding Fee (IFF). The cumulative value of OLMs in an individual task or delivery order cannot exceed 33.33% of the total value of the order.

NOTE: Additional information, and the Order-Level Materials Vendor Webinar – Training Slides and FAQ Interact Post can be found at the following links:

- www.gsa.gov/olm and

<https://interact.gsa.gov/document/order-level-materials-vendor-webinar-training-slides-and-faq>

Sales: \$0

Sales Period: Oct 1, 2016 to Sep 30, 2017

Cooperative Purchasing: Yes

Set Aside: No

FSC/PSC Code : D399

Maximum Order : \$100,000

NAICS

Number	Description	Business Size
334111	Electronic Computer Manufacturing	1250 employees
334112	Computer Storage Device Manufacturing	1250 employees
334290	Other Communications Equipment Manufacturing	750 employees
511210	Software Publishers	\$38.5 million
541511	Custom Computer Programming Services	\$27.5 million
541519	Other Computer Related Services	\$27.5 million

SubSIN Categoric(s):

FSC/PSC Class D399 IT AND TELECOM- OTHER IT AND
TELECOMMUNICATIONS

- Order-Level Materials Supplies and/or Services

Note that Order-Level Materials SIN is not limited to the NAICS/PSC selected in this solicitation.

SCP-FSS-007 Special Proposal Instructions for Order-Level Materials Special Item Number (JUN 2018)

(a) This Schedule is authorized to allow for order-level materials (OLMs) in accordance with GSAR 538.7201. A listing of all OLM-authorized Schedules is available at www.gsa.gov/olm.

(b) Clauses 552.212-4 *Contract Terms and Conditions - Alternate I* and 552.238-82 *Special Ordering Procedures for the Acquisition of Order-Level Materials* provide additional information on inclusion of OLMs in task and delivery orders placed against a Federal Supply Schedule (FSS) contract or FSS blanket purchase agreement (BPA).

(c) OLMs are only authorized for inclusion at the order level under a Time-and-Materials (T&M) or Labor-Hour (LH) Contract Line Item Number (CLIN) and are subject to a Not To Exceed (NTE) ceiling price.

(d) Offerors proposing the Order-Level Materials Special Item Number (SIN) are not required to propose items or pricing at the contract level, since by definition OLMs are *unknown* at the time of FSS contract award. The ordering activity contracting officer is responsible for defining OLMs and determining proposed OLM pricing fair and reasonable for a particular order.

(e) OLMs are purchased under the authority of the FSS Program and are not “open market items.”

(f) Items awarded under ancillary supplies/services and other direct cost (ODC) SINs are not OLMs. These SINs are reserved for items that can be defined and priced *up-front* at the FSS contract level.

(g) The Order-Level Materials SIN cannot be the only SIN awarded on a contract. The Order-Level Materials SIN is only authorized for use in direct support of another awarded SIN.

(h) The Order-Level Materials SIN is exempt from CSP-1 *Commercial Sales Practices* disclosure requirements.

(i) The Order-Level Materials SIN is exempt from the following clauses:

552.216-70 *Economic Price Adjustment - FSS Multiple Award Schedule Contracts*

I-FSS-969 *Economic Price Adjustment - FSS Multiple Award Schedule*

552.238-71 *Submission and Distribution of Authorized FSS Schedule Pricelists*

552.238-75 *Price Reductions*

(j) Terms and conditions that otherwise apply to the FSS contract also apply to the Order-Level Materials SIN. Examples include but are not limited to:

Trade Agreements Act (TAA)

Sales reporting and Industrial Funding Fee (IFF) remittance

Environmental Attributes clauses

AbilityOne Program Essentially the Same (ETS) compliance

(k) Prices for items provided under the Order-Level Materials SIN must be inclusive of the IFF. The cumulative value of OLMs in an individual task or delivery order cannot exceed 33.33% of the total value of the order.

(l) There are no administrative, technical, or price proposal requirements for the Order-Level Materials SIN (i.e., Section I - Administrative/Contract Data, Section II - Technical Proposal, and Section III - Price Proposal). The Order-Level Materials SIN will be awarded when proposed by an offeror, provided that (1) the Schedule is authorized for inclusion of OLMs, and (2) the Order-Level Materials SIN will not be the only awarded SIN under the contract.

552.238-82 Special Ordering Procedures for the Acquisition of Order-Level Materials (JAN 2018)

(a) *Definitions.*

Order-level materials means supplies and/ or services acquired in direct support of an individual task or delivery order placed against a Federal Supply Schedule (FSS) contract or FSS blanket purchase agreement (BPA), when the supplies and/or services are not known at the time of Schedule contract or FSS BPA award. The prices of order-level materials are not established in the FSS contract or FSS BPA. Order-level materials acquired following the procedures in paragraph (d) are done so under the authority of the FSS program, pursuant to 41 U.S.C. 152(3), and are not open market items, which are discussed in FAR 8.402(f).

(b) FAR 8.403(b) provides that GSA may establish special ordering procedures for a particular FSS.

(c) The procedures in FAR subpart 8.4 apply to this contract, with the exceptions listed in this clause. If a requirement in this clause is inconsistent with FAR subpart 8.4, this clause takes precedence pursuant to FAR 8.403(b).

(d) Procedures for including order-level materials when placing an individual task or delivery order against an FSS contract or FSS BPA.

(1) The procedures discussed in FAR 8.402(f) do not apply when placing task and delivery orders that include order-level materials.

(2) Order-level materials are included in the definition of the term “materials” in [FAR] clause 52.212-4 Alternate I, and therefore all provisions of FAR clause 52.212-4 Alternate I that apply to “materials” also apply to order-level materials.

(3) Order-level materials shall only be acquired in direct support of an individual task or delivery order and not as the primary basis or purpose of the order.

(4) The cumulative value of order-level materials in an individual task or delivery order awarded under a FSS contract or FSS BPA shall not exceed 33.33 percent of the total value of the individual task or delivery order.

(5) All order-level materials shall be placed under the Order-Level Materials SIN.

(6) Prior to the placement of an order that includes order-level materials, the Ordering Activity shall follow procedures in FAR 8.404(h).

(7) To support the price reasonableness of order-level materials,

(i) The contractor proposing order-level materials as part of a solution shall obtain a minimum of three quotes for each order-level material above the simplified acquisition threshold.

(A) One of these three quotes may include materials furnished by the contractor under FAR 52.212-4 Alt I (i)(1)(ii)(A).

(B) If the contractor cannot obtain three quotes, the contractor shall maintain its documentation of why three quotes could not be obtained to support their determination.

(C) A contractor with an approved purchasing system per FAR 44.3 shall instead follow its purchasing system requirement and is exempt from the requirements in 52.238-82(d)(7)(i)(A)-(B).

(ii) The Ordering Activity Contracting Officer must make a determination that prices for all order-level materials are fair and reasonable. The Ordering Activity Contracting Officer may base this determination on a comparison of the quotes received in response to the task or delivery order solicitation or other relevant pricing information available.

(iii) If indirect costs are approved per [FAR 52.212-4(i)(1)(ii)(D)(2) Alternate I], the Ordering Activity Contracting Officer must make a determination that all indirect costs approved for payment are fair and reasonable. Supporting data shall be submitted in a form acceptable to the Ordering Activity Contracting Officer.

(8) Prior to an increase in the ceiling price of order-level materials, the Ordering Activity Contracting Officer shall follow the procedures at FAR 8.404(h)(3)(iv).

(9) In accordance with GSAR clause 552.215-71 Examination of Records by GSA, GSA has the authority to examine the Contractor’s records for compliance with the pricing provisions in FAR clause 52.212-4 Alternate I, to include examination of any books, documents, papers, and

records involving transactions related to the contract for overbillings, billing errors, and compliance with the IFF and the Sales Reporting clauses of the contract.

(10) OLMs are exempt from the following clauses:

- (i) 552.216-70 *Economic Price Adjustment-FSS Multiple Award Schedule Contracts*.
- (ii) 552.238-71 *Submission and Distribution of Authorized FSS Schedule Pricelists*.
- (iii) 552.238-75 *Price Reductions*.

(11) Exceptions for travel.

- (i) Travel costs are governed by FAR 31.205-46 and therefore the requirements in paragraph (d)(7) do not apply to travel costs.
- (ii) Travel costs do not count towards the 33.33% limitation described in paragraph (d)(4).
- (iii) Travel costs are exempt from clause 552.238-74 *Industrial Funding Fee and Sales Reporting*.

Applicable Provisions and Clauses for Solicitations or Orders Issued Under This BPA

The current version of the following provisions applies to all solicitations issued under this BPA whether regardless of whether the clause was inserted into the solicitation document:

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

52.204-26 Covered Telecommunications Equipment or Services-Representation (Oct 2020)

The current version of the following clause applies to all orders resulting from solicitations issued under this BPA whether regardless of whether the clause was inserted into the delivery/task order:

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

15.0 SUPPLY CHAIN RISK MANAGEMENT PLAN:

Your/your CTA Team Lead's Supply Risk Chain Management Plan(s) submitted in response to 2GIT RFQ 47QTCA-19-Q-0009 and applicable changes submitted in response to RFQ 47QTCA-19-Q-0009 Amendments 0018, 0019, 0020 are hereby incorporated into the BPA by reference.

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EXHIBIT 1 - PERFORMANCE REQUIREMENTS SUMMARY

Item No.	Performance Element Evaluated	Performance Measure	Acceptance Criteria	Method of Verification	Section Reference
01	Timeliness of Report Submissions/Notifications	Number of Reports submitted after Required Due Date	No more than 10% of documents are delivered later than their defined due date set by the OCO, COR, or TM	As Reported by Agency PM and recorded by the COR; Annual Program Review	5.1.3.2, 5.1.3.3, 5.1.3.4, 5.1.7, 5.2.1, 5.2.1.1, 5.2.1.2, 5.2.2, 10.2, 10.8, 10.11, 10.11.1, 10.15, 10.16, 12.0
02	Accuracy/ Completeness of Report Submissions	Number of Reporting Errors	No more than 5% of documents delivered contain errors	As Reported by Agency PM and recorded by the COR; Annual Program Review	5.1.3.2, 5.1.3.3, 5.1.3.4, 5.1.7, 5.2.1, 5.2.1.1, 5.2.1.2, 5.2.2, 10.2, 10.8, 10.11, 10.11.1, 10.15, 10.16, 12.0
03	Responsiveness to 2GIT RFQs in GSA eBuy for awarded BPA Line Items	Number of BPA RFQ responses provided/Total Number of BPA RFQs	Equal to or greater than 95% of applicable BPA RFQs are responded to by the BPA Holder. Valid response equals quote or no quote with justification	As Reported by Agency PM and recorded by the COR; Annual Program Review; CMR/TMR Assessment	10.0, 10.12, 10.15, 12.0
04	Schedule Compliance – Product Delivery	Number of Product Delivery Orders Completed /Total Number of Product Delivery Orders	Equal to or greater than 95% of delivery orders completed	As Reported by Agency PM and recorded by the COR; Annual Program Review; CMR/TDR Assessment	10.12, 10.15
05	Timeliness of Product Deliveries	Number of Products Delivered after Required Due Date Commitment	No late deliveries, exclusive of documented exceptions in RFQ	As Reported by Agency PM and recorded by the COR; Annual Program Review; CMR/TDR Assessment	5.2.1, 10.15
06	Contract Execution - Invoiced Sales/Delivery Order Volume	BPA annual sales volume or Annual Delivery Order quantity	Sales: Equal to or greater than 1% of annual total sales in respective BPA Delivery Order: Equal to or greater than 1.5% of annual deliver order volume associated with unique orders	As Reported by Agency PM and recorded by the COR; Annual Program Review; CMR/TDR Assessment	10.12, 10.15
07	BPA Holder effectively implements SCRM Plan control measures – Process Management	Number of actively managed controls/total number of controls	Equal to or greater than 90% of control measures actively managed by the BPA Holder	As Reported by Agency PM and recorded by the COR; Annual Program Review; Inspection/Audit team review	5.1.3.1-5.1.3.4, 10.12, 12.0

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08	BPA Holder effectively implements SCRM Plan control measures – Failure Mitigation	Number of repeated process control failures in annual reporting cycle	Greater than two successive, repeated failures in annual reporting cycle	As Reported by Agency PM and recorded by the COR; Annual Program Review; Inspection/Audit team review	5.1.3.3, 10.12, 12.0
09	Timeliness of Vendor Risk Assessment Survey Response	Number of surveys submitted after required due date	No more than 10% of surveys are delivered later than their defined due date set by the OCO, COR, or PM	As Reported by Agency PM and recorded by the COR; Annual Program Review	10.11, 10.11.1
10	Maintain an acceptable level of Customer Satisfaction	Number of unresolved customer complaints related to delivery order execution	No unresolved complaints within annual reporting cycle	As Reported by Agency PM and recorded by the COR; Annual Program Review	5.2, 12.0

EXHIBIT 2 - DELIVERABLES SCHEDULE

Item No.	Deliverable/ Notification	Frequency	Due Date	Number of Copies/ Notifications	Medium/ Format	Submit to	Section Reference
01	SCRM Awareness Training Notification	Once	Within 90 days of BPA award	One (1)	Email notification	BPA CO PM COR	5.1.3.2
02	Report of SCRM activities related to the BPA	Annually	Exactly one (1) year after date of award and every year thereafter during the five year period of performance Total of four (4) deliverables	One (1)	Electronic copy (submitted via email)	BPA CO PM COR	5.1.3.3
03	Updated SCRM Plan	When there is a change that affects one or more CNSSI 1253 security controls	Within ten (10) business days of a change that affects one or more CNSSI 1253 security controls	One (1)	Electronic copy (submitted via email)	BPA CO PM COR	5.1.3.4

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04	<p>Evidence of current ISO 9001 certification</p> <p>Submission is due from each BPA holder. This includes each CTA team member and each participating dealer/reseller authorized to fulfill orders under the BPA as specified in the SCRM plan.</p> <p>BPA holders who have submitted evidence of current ISO certification prior to BPA award will be waived of this requirement at time of award</p>	Once	Within ten (10) months after BPA award	One (1)	Electronic copy (submitted via email)	BPA CO PM COR	5.1.7
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05	<p>Delivery Delay Notification</p> <p>Notification shall include the expected lead time to fulfil the order</p>	<p>When the following delivery schedule cannot be met and delivery will be delayed</p> <p>Routine Delivery:</p> <ul style="list-style-type: none"> · CONUS: No later than 30 calendar days · OCONUS: No later than 45 calendar days · Remote OCONUS: No later than 45 calendar days <p>Critical Delivery:</p> <ul style="list-style-type: none"> · CONUS: No later than 3 calendar days · OCONUS: No later than 5 calendar days · Remote OCONUS: No later than 10 calendar days <p>Emergency/War Tempo Delivery:</p> <ul style="list-style-type: none"> · CONUS: Within 24 hours · OCONUS: Within 48 hours · Remote OCONUS: Within 72 hours 	<p>Within two (2) business days of determination that delivery will be delayed or immediately upon such determination if operating under the Emergency/War Tempo timelines</p>	One (1)	Email notification	Ordering Agency CO	5.2.1 and 5.2.1.1
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06	<p>Items on Backorder</p> <p>Notification shall include the expected lead time to fulfil the order</p> <p>NOTE: It shall be implicit that a response to an RFQ with no items identified on backorder, is a declaration that the items are available at the time of quote submission.</p>	Upon determination that the ordered items are on backorder	Within 24 hours of determining that the order items are on backorder	One (1)	Email notification	Ordering Agency CO	5.2.1.2
07	<p>Category Management Report- Product Delivery</p>	When requested by the government	Within ten (10) business days of receiving the written request	One (1) – BPA CO reporting	Electronic copy (submitted via email)	BPA CO PM COR	5.2.2
08	<p>Catalog of Products</p> <p>Submission of the BPA holders entire catalog of products available on its GSA Schedule 70; SIN(s) 132-8, 132-12, 132-32, 132-33 and 132-34 contract(s) (or 334111, 811212, 511210, and/or 54151 for Multiple Award Schedule contract dated October 2019 or later) which falls within scope of the 2GIT BPA</p> <p>Submission is due from each BPA holder. This includes each CTA team member.</p>	Once	Within thirty (30) days of notification from the BPA CO	One (1)	Electronic submission	EDI or SIP	10.2

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09	<p>Counterfeit Material Reporting</p> <p>The BPA Holder shall report all suspected counterfeit material/items</p>	When counterfeit material is discovered	Within five (5) working days of discovery	One (1)	<p>Email notification (to BPA CO and ordering office CO)</p> <p>GIDEP database input</p>	<p>BPA CO Ordering Officer CO GIDEP database</p>	10.8
10	Replacement of gray market, refurbished, counterfeit, and/or tampered equipment	When gray market, refurbished, tampered equipment is discovered	Within thirty (30) days of government notification of deficiency	One (1)	Email Notification (to BPA CO and ordering office CO)	BPA CO Ordering Officer CO	10.8
11	Vendor Risk Assessment Information	When requested by the government	Within ten (10) business days of receiving the written request	One (1)	Electronic copy (submitted via email)	BPA CO PM COR	10.11 and 10.11.1

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12	<p>Category Management Report</p> <p>Vendors who have accepted the Schedule # 70 – Information Technology, Software & Services Solicitation FCIS-JB-980001B TDR MAS Modification may utilize their monthly SRP reporting process to comply with this requirement provided that the additional data fields are required to be incorporated into this BPA.</p>	Monthly	<p>Within thirty (30) calendar days from the last calendar day of the month</p> <p>If there was no order activity during the month, confirmation of no reportable data must be submitted within 30 calendar days of the last calendar day of the month.</p>	One (1)	Electronic copy (submitted via email)	BPA CO PM COR	10.15
13	Identification of the BPA Holders Program Manager	Once	Within five (5) days after BPA award	One (1)	Electronic copy (submitted via email)	BPA CO PM COR	10.16

APPENDIX 1 - RFQ DEFINITIONS

Authorized Distributor - The Company possesses a valid Letter of Supply (LOS) for each of the products that they are quoting under their GSA Schedule Contract for the BPA.

Authorized Reseller - A company that (1) possesses a valid Letter of Supply (LOS) for each of the products that they are quoting under their GSA Schedule Contract for the BPA or (2) if the company does not hold a GSA Schedule Contract for the products but quotes the products of another GSA Schedule Contract holder, a Company that is authorized in accordance with GSAR 552.216-73 Ordering Information to provide quotes and accept orders under the awarded BPA, provided the BPA Holder's GSA Schedule Contract lists the Company as a participating dealer/reseller and specifies eligibility terms and conditions for submission of quotes for such delivery order.

Channel Partner - A company that does not hold a GSA Schedule Contract or valid Letter of Supply for the products but quotes the products under another GSA Schedule Contract Holder. The Company may provide quotes and accept orders under the awarded BPA in accordance with GSAR 552.216-73 Ordering Information, provided the BPA Holder's GSA Schedule contract lists the company/channel partner and specifies eligibility terms and conditions for submission of quotes for such delivery order(s).

CONUS - Continental United States; the 48 contiguous states, Alaska, Hawaii, and the District of Columbia.

Development - all efforts towards solution of broadly-defined problems. This may encompass research, evaluating technical feasibility, proof of design and test, or engineering of programs not yet approved for acquisition or operation.

Genuine Product - A product is genuine if it is not counterfeited, imitated, tampered or adulterated and is not gray market, remanufactured, or refurbished.

Large Business Quoter - An individual company or a CTA team submitting a quote in response to the RFQ that consists of other than small business or a mix of small business and other than small business team members based upon their Schedule 70 (or Multiple Award Schedule contract dated October 2019 or later) contract size status.

Named OCONUS - Outside the Continental United States; for example, but not limited to: Germany, Italy, Japan, Korea, Belgium, Turkey, Puerto Rico, United Kingdom, and the Netherlands.

Quoter - A Schedule Contractor that submits a response to the Request for Quotations (RFQ). Quoters includes vendors who submit an individual quote as well as Schedule Contractors that submit a quote as part of a Contractor Teaming Arrangement

Participating Dealer/Reseller - A company that does not hold a GSA Schedule Contract for the products but quotes the products of another GSA Schedule 70 or Multiple Award Schedule contract dated October 2019 or later) Contract Holder. The Company may provide quotes and accept orders under the awarded BPA in accordance with GSAR 552.216-73 Ordering Information, provided the BPA Holder's GSA Schedule contract lists the participating dealers/resellers and specify eligibility terms and conditions for submission of quotes for such delivery order(s).

Quote - The submission of a response by an individual Quoter or CTA team in response to the RFQ

Relevant Experience - Relevant experience is defined as past or current IT products contracts, Blanket Purchase Agreements, or orders, including Federal, State, Local and Regional governments and commercial for efforts similar to the Government's requirement within the last three (3) years of the solicitation closing date.

Remote OCONUS - those locations that are not listed under CONUS or Named OCONUS.

Small Business Quoter - An individual company or a team that consist of only small businesses based upon their Schedule 70 (or Multiple Award Schedule contract dated October 2019 or later) contract size status.

Supplier - an OEM authorized Channel Partner, authorized distributor/reseller/agent

Supply Chain Risk - means the risk that any person may sabotage, maliciously introduce unwanted function, extract data, or otherwise manipulate the design, integrity, manufacturing, production, distribution, installation, operation, maintenance, disposition, or retirement of covered articles so as to surveil, deny, disrupt, or otherwise manipulate the function, use, or operation of the covered articles or information stored or transmitted on the covered articles.

Supply Chain Risk Management (SCRM) - the identification, assessment, prioritization, and mitigation of business, technical, and physical risks as they pertain to the manufacturing process including the use of third-party components and services in addition to the delivery of the product to the end user.

Total Solution - Quote submission for all four BPA Line Items under the solicitation.

Multiple Award BPAs against the GSA general purpose commercial information technology equipment, software, and ancillary services under GSA Schedule 70 SINs 132-8, 132-12, 132-32, 132-33 and 132-34 (or 334111, 811212, 511210, and/or 54151 for Multiple Award Schedule contract dated October 2019 or later) that meet the information technology needs of the GSA, the Air Force, Department of Defense (DoD) agencies, and other federal, state, local, regional, and tribal governments.

APPENDIX 2 - RFQ ACRONYM LISTING

1GIT	First Generation Information Technology
2GIT	Second Generation Information Technology
AF	Air Force
AOR	Area of Responsibility
APO	Army Post Office
BLIN	Blanket Purchase Agreement Line Item Number
BPA	Blanket Purchase Agreement
CCS-2	Client Computing Solutions 2
CMR	Category Management Report
CNSSI	Committee on National Security Systems Instruction
CNSSP-11	Committee on National Security Systems Policy-11
CMVP	Cryptographic Module Validation Program
CONUS	The contiguous United States
COR	Contracting Officer Representative
COTS	Commercial Off the Shelf
CSfC	Commercial Solutions for Classified
CTA	Contractor Teaming Arrangements
DFARS	Defense Federal Acquisition Regulation Supplement
DoD	Department of Defense
DODI	Department of Defense Instruction
DSS	Defense Security Service
EDI	Electronic Data Interchange
EoIP	Everything over IP
eSRS	Electronic Subcontracting Reporting System
EUD	End User Device
FAR	Federal Acquisition Regulation
FCL	Facility Clearance Level
FIPS	Federal Information Processing Standards
FPO	Fleet Post Office
FSS	Federal Supply Schedule
GIDEP	Government Industry Data Exchange Program
GPC	Government Purchase Card
GSA	General Services Administration
GSS	Government-Wide Strategic Solutions
IAW	In Accordance With
ICT	Information and Communication Technology
IDIQ	Indefinite Delivery Indefinite Quantity
IEC	International Electrotechnical Commission
IFF	Industrial Funding Fee
ISO	International Organization for Standardization
IT	Information Technology
ITCC	Information Technology Commodity Council
KVM	Keyboard Video Monitor

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LOS	Letter of Supply
LPTA	Lowest Price Technically Acceptable
MAS	Multiple Award Schedule
NIAP	National Information Assurance Partnership
NIST	National Institute of Standards and Technology
NSA	National Security Administration
OCI	Organizational Conflict of Interest
OCO	Ordering Contracting Officer
OCONUS	Outside Continental United States
OEM	Original Equipment Manufacturer
OLM	Order Level Material
OSAD	Office of the Assistant Secretary of Defense
PCO	Procuring Contracting Officer
PM	Program Manager
QEB	Quantum Enterprise Buy
RFID	Radio Frequency Identification
RFQ	Request for Quotation
SCI	Sensitive Compartmented Information
SCRM	Supply Chain Risk Management
SIN	Special Item Number
SIP	Schedules Input Program
SPECAT	Special Category
TAA	Trade Agreements Act of 1979
TBD	To be Determined
UID	Unique Identification
VRA	Vendor Risk Assessment
VTC	Video Conferencing