

DATE: August 7, 2019

TO: NCI Bid Board

FROM: Ronette Collins, Contract Specialist  
NCI/OA/SAB

RE: Bid Board Posting for a Requirement Titled: *Ultrasound-detected Fatty Liver in the Chile Biliary Longitudinal Study (BiLS)*

The National Cancer Institute (NCI), Office of Acquisitions (OA), plans to procure services on a sole source basis for expert analysis of ultrasound images from Chile BiLS study from Baylor University College of Medicine. Services will be procured on a sole-source basis under the authority of FAR 13.106-1 (b)(1).

If any interested party, especially a small business, believes they can meet the attached requirements, they may submit a proposal or quote. The response must be in writing and must contain information and material in sufficient detail to allow NCI to determine whether the party can fully meet this requirement. Offers must be submitted electronically (via email) to Contract Specialist, Ronette Collins, at [ronette.collins@nih.gov](mailto:ronette.collins@nih.gov) in Microsoft Word or Adobe Portable Document Format (PDF), no later than 11:00 AM EST on Friday August 16, 2019. All responses must be received by the specified due date and time in order to be considered. OFFERORS RECEIVED AFTER THIS DATE AND TIME WILL NOT BE CONSIDERED. No collect calls will be accepted. Reference Solicitation # 75N91019Q00124 on all correspondence.

#### SCOPE AND TASKS:

The primary purpose of this study is to validate a subset of the field-based ultrasound impression against review by a radiologist. This validation will allow to assess the potential utility of the field-based ultrasound results for the entire cohort. The NCI will assess validity by evaluating agreement between ultrasound-detected fatty liver (i.e., presence versus absence of hepatic steatosis) based on the ultrasound technician's impression in the field compared to a radiologist's review.

The NCI proposes to send up to 5540 ultrasound images from the Chile BiLS study to Baylor University for expert analysis. Baylor will not transfer the data to others or attempt to identify the patients.

The Contractor shall perform the following task:

Task 1. Analyze ultrasound images from the Chile BiLS to help understand the molecular and epidemiologic predictors of gallbladder dysplasia and cancer.

Task 2. Provide a report on findings

Any deliverable created as a result of this task order shall be the sole propriety of NCI and shall not be shared or distributed without written consent of the Technical Point of Contact (TPC) for this contract.

**REPORTING AND/OR DELIVERABLES:**

Task 1: Analysis of ultrasound images from the Chile BiLS. Delivered within 3 months from date of award.

Task 2: Provide a report on analysis. Delivered within 4 months from date of award.

All written deliverable products shall be submitted in draft format for review, comment and approval by the TPC. Final copies of approved drafts shall be delivered to the TPC within five (5) business days after receipt of the Government's comments.

All written draft and final deliverable products shall be submitted in electronic copy for review and comment. If requested, final deliverable products shall be submitted in hard copy; two (2) final bound copies and one (1) unbound flat final copy suitable for reproduction, in addition to an electronic copy. Other quantities and formats may be submitted after prior approval from the TPC. Electronic copies shall be submitted in Microsoft Office 2007 OR Word format or more recent version, unless prior approval for another format has been obtained from the TPC.

**PERIOD OF PERFORMANCE:**

Period of performance shall be 6 months from the date of award.

**ATTACHED DOCUMENTS:**

SF-18  
Statement of Work

FAR Clause 52.213-4 Simplified Acquisitions Terms and Conditions (January 2019) is applicable and available in full text upon request.

<b>REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)</b>		THIS RFO <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE 1 OF 1 PAGES
1. REQUEST NO. 75N91019Q00124	2. DATE ISSUED 8/7/2019	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
5a. ISSUED BY NIH/NCI-OA 9609 Medical Center Drive, Room 1E132, Bethesda, MD 20892			6. DELIVER BY (Date) 6 months after award	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
NAME Ronette Collins, Contract Specialist		TELEPHONE NUMBER AREA CODE NUMBER 240 276-5745		9. DESTINATION
8. TO:			a. NAME OF CONSIGNEE	
a. NAME		b. COMPANY		b. STREET ADDRESS
c. STREET ADDRESS				c. CITY Rockville
d. CITY		e. STATE	f. ZIP CODE	d. STATE e. ZIP CODE MD 20850
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 08/16/2019 11:00 AM EST		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.		

**11. SCHEDULE (Include applicable Federal, State and local taxes)**

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
001	Expert analysis of ultrasound images from Chile BiLS study from Baylor University College of Medicine Please see attached Statement of Work (SOW).  Period of performance shall be 6 months from the date of award.  Proposals must be submitted electronically (via email) to Contract Specialist, Ronette Collins, at ronette.collins@nih.gov in Microsoft Word or Adobe Portable Document Format (PDF), no later than 11:00 AM EST, on Friday August 16 2019.  Please reference 75N91019Q00124 on all correspondence.  This will be awarded as a Non-Severable Firm-Fixed Priced Purchase Order.				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS
	NUMBER	PERCENTAGE		

NOTE: Additional provisions and representations  are  are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE	
b. STREET ADDRESS					AREA CODE	
c. COUNTY			a. NAME (Type or print)		NUMBER	
d. CITY			c. TITLE (Type or print)			
e. STATE		f. ZIP CODE				

## STATEMENT OF WORK (SOW)

### 1.0 TITLE

Ultrasound-detected Fatty Liver in the Chile Biliary Longitudinal Study (BiLS)

### 2.0 BACKGROUND

The National Cancer Institute (NCI), Infections and Immunoepidemiology Branch (IIB), Division of Cancer Epidemiology and Genetics (DCEG) is conducting the Chile Biliary Longitudinal Study (Chile BiLS), a cohort of women aged 50-74 with gallstones, to understand the molecular and epidemiologic predictors of gallbladder dysplasia and cancer. Chile is a particularly interesting place to study fatty liver disease because it has among the highest rates of gallbladder cancer in the world, but relatively low rates of hepatocellular carcinoma. This population is particularly interesting for the study NAFLD since post-menopausal women are more likely to have NAFLD.

In Chile BiLS, the NCI is collecting ultrasound images that can be used to assess the prevalence of hepatic steatosis, the central finding and diagnostic feature of fatty liver disease. However, the ultrasounds are performed by ultrasound technicians, rather than radiologists, which may lead to concerns over the accuracy of results. The NCI proposes to review a subset of the baseline ultrasound images to confirm the presence/absence of fatty liver and to evaluate associations between sociodemographic and other factors and baseline fatty liver disease within the Chile BiLS cohort.

### 2.1 OBJECTIVE

The primary purpose of this study is to validate a subset of the field-based ultrasound impression against review by a radiologist. This validation will allow to assess the potential utility of the field-based ultrasound results for the entire cohort. The NCI will assess validity by evaluating agreement between ultrasound-detected fatty liver (i.e., presence versus absence of hepatic steatosis) based on the ultrasound technician's impression in the field compared to a radiologist's review. The NCI proposes to send ultrasound images from the Chile BiLS study to Baylor University for expert analysis.

### 3.0 SCOPE

The NCI proposes to send up to 5540 ultrasound images from the Chile BiLS study to Baylor University for expert analysis. Baylor will not transfer the data to others or attempt to identify the patients.

### 4.0 CONTRACT REQUIREMENTS/ AND PERSONNEL QUALIFICATIONS

The Contractor shall perform the following task:

Task 1. Analyze ultrasound images from the Chile BiLS to help understand the molecular and epidemiologic predictors of gallbladder dysplasia and cancer.

## STATEMENT OF WORK (SOW)

Task 2. Provide a report on findings

Personnel qualifications: Must have extensive clinical experience in the field of nonalcoholic fatty liver disease and in developing a prospective cohort of Central American patients with well-characterized non-alcoholic fatty liver disease. Key personnel shall have unique experience with reviewing ultrasound images in the Chile BiLS cohort.

### 5.0 TYPE OF ORDER

This is a non-severable firm fixed price purchase order.

### 6.0 PERIOD OF PERFORMANCE

The period of performance shall be for 8 months from date of award.

### 7.0 PLACE OF PERFORMANCE

At the Contractor's Work Site

### 8.0 REPORT(S)/DELIVERABLES AND DELIVERY SCHEDULE

DELIVERABLE	DELIVERABLE DESCRIPTION / FORMAT REQUIREMENTS	DUE DATE
Task 1.	Analysis of ultrasound images from the Chile BiLS	Within 6 months from date of award
Task 2.	Provide a report on analysis	Within 2 months from date of award

All written deliverable products shall be submitted in draft format for review, comment and approval by the Technical Point of Contact (TPC). Final copies of approved drafts shall be delivered to the TPC within five (5) business days after receipt of the Government's comments.

All written draft and final deliverable products shall be submitted in electronic copy for review and comment. If requested, final deliverable products shall be submitted in hard copy; two (2) final bound copies and one (1) unbound flat final copy suitable for reproduction, in addition to an electronic copy. Other quantities and formats may be submitted after prior approval from the TPC. Electronic copies shall be submitted in Microsoft Office 2007 OR Word format or more recent version, unless prior approval for another format has been obtained from the TPC.

## STATEMENT OF WORK (SOW)

### 9.0 GOVERNMENT RESPONSIBILITIES

The NCI shall send up to 5540 ultrasound images from the Chile BiLS study to Baylor University for expert analysis 15 days after award.

### 10.0 PAYMENT

Payment shall be made upon delivery, inspection and acceptance of reports/deliverables by the Government. Payment authorization requires submission and approval of invoices to the COR and NIH OFM, in accordance with the attached payment provisions listed below:

The following clause is applicable to all Purchase Orders, Task or Delivery Orders, and Blanket Purchase Agreement (BPA) Calls: PROMPT PAYMENT (JAN 2017) FAR 52.232-25. Highlights of this clause and NIH implementation requirements follow:

#### I INVOICE REQUIREMENTS

- A. An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. A proper invoice is an "Original" which must include the items listed in subdivisions 1 through 12, below, in addition to the requirements of FAR 32.9. If the invoice does not comply with these requirements, the Contractor will be notified of the defect within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish, and 5 days for perishable agricultural commodities, dairy products, edible fats or oils) with a statement of the reasons why it is not a proper invoice. (See exceptions under II., below.) Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor.
1. Vendor/Contractor: Name, Address, Point of Contact for the invoice (Name, title, telephone number, e-mail and mailing address of point of contact).
  2. Remit-to address (Name and complete mailing address to send payment).
  3. Remittance name must match exactly with name on original order/contract. If the Remittance name differs from the Legal Business Name, then both names must appear on the invoice.
  4. Invoice date.
  5. Unique invoice #s for all invoices per vendor regardless of site.
  6. NBS document number formats must be included for awards created in the NBS: Contract Number; Purchase Order Number; Task or Delivery Order Number and Source Award Number (e.g., Indefinite Delivery Contract number; General Services Administration number); or, BPA Call Number and BPA Parent Award Number.
  7. Data Universal Numbering System (DUNS) or DUNS + 4 as registered in the Central Contractor Registration (CCR).
  8. Federal Taxpayer Identification Number (TIN). In those exceptional cases where a contractor does not have a DUNS number or TIN, a Vendor Identification Number (VIN) must be referenced on the invoice. The VIN is the number that appears after the contractor's name on the face page of the award document.

## STATEMENT OF WORK (SOW)

9. Identify that payment is to be made using a three-way match.
10. Description of supplies/services that match the description on the award, by line billed.\*
11. Freight or delivery charge must be billed as shown on the award. If it is included in the item price do not bill it separately. If identified in the award as a separate line item, it must be billed separately.
12. Quantity, Unit of Measure, Unit Price, Extended Price of supplies delivered or services performed, as applicable, and that match the line items specified in the award.\*

\* NOTE: If your invoice must differ from the line items on the award, please contact the Contracting Officer before submitting the invoice. A modification to the order or contract may be needed before the invoice can be submitted and paid.

B. Shipping costs will be reimbursed only if authorized by the Contract/Purchase Order. If authorized, shipping costs must be itemized. Where shipping costs exceed \$100, the invoice must be supported by a bill of lading or a paid carrier's receipt.

C. Mail an original and 1 copy of the itemized invoice to:

National Institutes of Health  
Office of Financial Management, Commercial Accounts  
2115 East Jefferson Street, Room 4B-432, MSC 8500  
Bethesda, MD 20892-8500

For inquiries regarding payment call: (301) 496-6088

In order to facilitate the prompt payment of invoices, it is recommended that the vendor submit a photocopy of the invoice to the "Consignee" designated for the acquisition in blocks 6A – 6E of the face page of the Order/Award document.

## II. INVOICE PAYMENT

- A. Except as indicated in paragraph B., below, the due date for making invoice payments by the designated payment office shall be the later of the following two events:
  1. The 30th day after the designated billing office has received a proper invoice.
  2. The 30th day after Government acceptance of supplies delivered or services performed.
- B. The due date for making invoice payments for meat and meat food products, perishable agricultural commodities, dairy products, and edible fats or oils, shall be in accordance with the Prompt Payment Act, as amended.

## III. INTEREST PENALTIES

## STATEMENT OF WORK (SOW)

- A. An interest penalty shall be paid automatically, if payment is not made by the due date and the conditions listed below are met, if applicable.
  - 1. A proper invoice was received by the designated billing office.
  - 2. A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with a term or condition.
  - 3. In the case of a final invoice for any balance of funds due the contractor for supplies delivered or services performed, the amount was not subject to further settlement actions between the Government and the Contractor.
  
- B. Determination of interest and penalties due will be made in accordance with the provisions of the Prompt Payment Act, as amended, the Contract Disputes Act, and regulations issued by the Office of Management and Budget.

### IV. PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS, FAR 52.232-40 (DEC 2013)

- a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.
- b) The acceleration of payments under this clause does not provide any new rights under the prompt Payment Act.

Include the substance of this clause, include this paragraph c, in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.



2. AMENDMENT/MODIFICATION NUMBER <b>1</b>	3. EFFECTIVE DATE <b>08/13/2019</b>	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER <i>(If applicable)</i>
6. ISSUED BY CODE		7. ADMINISTERED BY <i>(If other than Item 6)</i> CODE	
National Cancer Institute Office of Acquisition NCI Shady Grove 9606 Medical Center Drive, MSC 9705 Rockville, MD 20850-9705			

8. NAME AND ADDRESS OF CONTRACTOR <i>(Number, street, county, State and ZIP Code)</i>  <b>TO ALL POTENTIAL OFFERORS</b>	(X)	9A. AMENDMENT OF SOLICITATION NUMBER <b>75N91019Q00124</b>
	(X)	9B. DATED <i>(SEE ITEM 11)</i> <b>08/07/2019</b>
	( )	10A. MODIFICATION OF CONTRACT/ORDER NUMBER
		10B. DATED <i>(SEE ITEM 13)</i>
CODE	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
( )	
( )	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation data, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
( )	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
( )	D. OTHER <i>(Specify type of modification and authority)</i>

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*  
 The purpose of this modification is to: 1) incorporate additional clauses as required by the John S. McCain National Defense Authorization Act (NDAA) for FY 2019, Public Law 115-232, Section 889(a)(1)(A). The following FAR Clauses/Provisions are hereby added in full text.  
 FAR 52.204-24 - Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment  
 FAR 52.204-25 - Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment; and 2) extend the response due date and time to 4:00pm EST Monday August 19, 2019.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i> <b>Reyes Rodriguez</b>		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED <b>8/15/2019</b>
<i>(Signature of person authorized to sign)</i>		<i>(Signature of Contracting Officer)</i>	

**52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.**

As prescribed in 4.2105(a), insert the following provision:

REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

(a) Definitions. As used in this provision—

Covered telecommunications equipment or services, Critical technology, and Substantial or essential component have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—

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

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

(c) Representation. The Offeror represents that—

It [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(d) Disclosures. If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer—

(1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.**

As prescribed in 4.2105(b), insert the following clause:

**PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)**

(a) Definitions. As used in this clause—

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

Covered telecommunications equipment or services means-

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means-

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

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

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

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

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

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

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

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

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

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

additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)