



OAK RIDGE INSTITUTE FOR SCIENCE AND EDUCATION

Request for Quote # 25-55915 NOTICE OF SMALL-BUSINESS SET-ASIDE

December 5, 2024

Ashley Larkin
ORAU/ORISE
Buyer
Ashley.Larkin@orau.org

Potential Offerors,

Oak Ridge Associated Universities (ORAU), in support of the Oak Ridge Institute for Science and Education (ORISE) DOE Prime Contract, is seeking a quote for the items identified per the Items List below. Please review this document and all attachments before submitting a quote. Please email a quote to the individual named above on or before **Thursday, December 19, 2024**.

ITEMS LIST

Quantity	Item Description	Item Number
37	Dell Latitude 7450 <i>(see attached spec)</i>	210-BLPS
12	Dell Thunderbolt Dock WD22TB4	210-BEXB
14	Logitech MK320 Keyboard and Mouse	920-002836
2	Precision Docking Station WD19DCS	210-AZBL
2	Dell Mobile Precision Workstation 3490 <i>(see attached spec)</i>	210-BLMW

**Substitutions or alternatives are not permitted.*

PRICING

Offerors shall provide a **firm fixed price** quote. Quote shall be inclusive of all components (i.e. *unit price, set-up fees, estimated S&H, etc.*) and at the **lowest price available**. Please ensure all discounts, including GSA, Government, Integrated Contractor Purchasing Team (ICPT), educational or best value is accurately reflected. Should GSA pricing be quoted, please provide the GSA Schedule Number. Open-market pricing shall include a published price list, if available.

Offeror(s) quote shall clearly indicate if shipping is included in the total price or if there will be any additional shipping charges.

DELIVERY

Items must be delivered no later than **February 28, 2025** to the following address:

ORAU\ORISE
1299 Bethel Valley Road, Bldg SC-200
PO Box 117
Oak Ridge, TN 37830

**If Offeror is unable to meet the required delivery date, the Offeror must provide an alternate delivery date*



OAK RIDGE INSTITUTE FOR SCIENCE AND EDUCATION

TERMS AND CONDITIONS

Attachment 3 – Contract Terms and Conditions will apply to any resulting award. Award may include additional terms not identified herein.

AWARD CRITERIA

An award may result from this RFQ. Award will be made to the responsible and responsive service-disabled veteran-owned small business (SDVOSB) Offeror who provides the lowest price technically acceptable offer.

ATTACHMENTS

Attachment 1 – Dell Latitude 7450 Specifications

Attachment 2 - Precision Workstation 3490 Specifications

Attachment 3 – Contract Terms and Conditions



Attachment 1 – Dell Latitude 7450 Specifications QUOTATION

Quote #: 765944452
 Customer #: 4751549
 Contract #: IDIQ91AGV
 Customer Agreement #: ICPT BOA4I-31841
 Quote Date: 11/19/2024
 Customer Name: US DEPT OF ENERGY ORAU

Date: 11/19/2024

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: MAY PEDREGON PHONE: 50000
 Email Address: May_Pedregon@Dellteam.com Phone Ext: 50000

Description	Quantity
Dell Latitude 7450 (210-BLPS)	1
32 GB: LPDDR5x, 6400 MT/s (onboard) (370-BBYX)	1
English US battery-saving mini LED backlit Copilot key keyboard, 79-key (583-BLLS)	1
Intel BE200 WLAN Driver (555-BKWD)	1
512 GB, M.2 2230, TLC PCIe Gen 4 NVMe, SSD (400-BQYK)	1
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish (619-ARSB)	1
3-cell, 57 Wh, Express Charge Capable, Express Charge Boost Capable (451-BDBU)	1
No Mobile Broadband Card (556-BBCD)	1
Aluminum Chassis for WLAN Laptop (321-BKTF)	1
No Mouse (570-AADK)	1
ENERGY STAR Qualified (387-BBLW)	1
Intel BE200 Wi-Fi 7 2x2, Bluetooth 5.4 Technology, Wireless Card (555-BKRH)	1
E5 Power Cord 1M for US (537-BBDK)	1
OS-Windows Media Not Included (620-AALW)	1
BTO Standard Shipment (VS) (800-BBQK)	1
EPEAT 2018 Registered (Gold) (379-BDZB)	1
CFI,INFO,WIN11,UPDT,24H2,FACT (587-BKWZ)	1
CFI,INFO,LANG,ENGLISH,US,Factory Install (382-1755)	1
CFI,INFO,RI,APP,SUPASST,FACTORY INSTALL (383-3321)	1
Ready Image for Client PC (365-8303)	1
SERI Guide (ENG/FR/Multi) (340-AGIK)	1
Dell Limited Hardware Warranty Plus Service (804-2167)	1
ProSupport Plus: Accidental Damage Service, 3 Years (804-2185)	1
ProSupport Plus: Next Business Day Onsite, 3 Years (804-2186)	1
ProSupport Plus: Keep Your Hard Drive, 3 Years (804-2187)	1
ProSupport Plus: 7x24 Technical Support, 3 Years (804-2188)	1
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-51 (997-8367)	1
Windows AutoPilot (634-BRWG)	1
No UPC/EAN Label (389-BCGW)	1
Intel vPRO Enterprise Management Enabled (631-BBRV)	1
No Resource USB Media (430-XXYG)	1
Fingerprint Reader, Contacted/Contactless Smart Card Reader, NFC, WLAN only, Aluminum (346-BKKW)	1
Quick setup guide Laptop (340-DMLR)	1
Intel Connectivity Performance Suite for Evo/vPro (640-BBTB)	1
Intel Core Ultra 7 165U, vPRO (12MB cache, 12 cores, 14 threads, up to 4.9 GHz Max Turbo) (379-BFPT)	1
Integrated Intel Graphics, Core Ultra 7 165U vPRO Processor, 32GB LPDDR5x Memory (338-CNYR)	1
FHD HDR IR Camera with ExpressSign-In + Intelligent Privacy, TNR, Camera Shutter, Microphone (319-BBKJ)	1
Mix Model Ship, Laptop (340-DQNK)	1

Attachment 1 – Dell Latitude 7450 Specifications

Custom Configuration (817-BBBB)	1
Intel Responsiveness Technologies Driver (409-BCXR)	1
Intel Core Ultra vPro Enterprise Label (340-DMQM)	1
Laptop 14.0" FHD+ (1920x1200), IPS, AG Touch, 300 nits, FHD IR Cam, WLAN, Aluminum (391-BJBF)	1
Activate Your Microsoft 365 For A 30 Day Trial (658-BCSB)	1
Dell Additional Software (658-BFQB)	1
No Anti-Virus Software (650-AAAM)	1
100W AC adapter, USB Type-C, EPEAT, TCO Gen9 compliant (492-BDIO)	1
Extended Battery Service for Years 2 and 3 of System Life (815-2815)	1
Asset Tag, Custom, RU, CONUS (366-0383)	1
CFI,B5QH06,Information,Label,Large,Factory Install (375-8481)	1
CFI,Information,SC2.0,CONUS,Factory Install (375-7617)	1
CFI,Information Client,Only (371-0941)	1
Asset Report, Custom, RU, CONUS (366-0426)	1
CFI,Information,GCS,ORDER,CONSOL,Customer Install (377-4864)	1
CFI,Information,CSRouting,Eligible,Factory Install (375-3088)	1
CFI Titan Code for CFI FIDA or Bypass SI (364-1846)	1
CFI,Information,CSRouting,DIRECT,Factory Install (375-3085)	1
CFI,Information, Validation,Select Any Microsoft OS (364-4107)	1
CFI,Information,MIAS, Post Burn,Factory Install (362-7806)	1
Configuration Services, Custom, Order Consolidation, Purchase Order, Client (365-8167)	1
CFI Routing SKU (365-0257)	1
CFI,Information,GCS,ADDRESS,3EG3,Customer Install (377-5047)	1
Configuration Services - Fulfillment Services (490-0000)	1
CFI,Information,LT,2T,L1,Factory Install (377-9901)	1
Configuration Services Dell Tamper Resist Label and Ports (366-8220)	1
Fed IT Specialized Warranty Support (937-5139)	1

[Redacted]

[Redacted]

Supplier Quote Terms (Dell Marketing L.P.; UEI HJLSY7RZV8X6)

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier and is in compliance with and subject to the Governing Terms, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty (30) days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing or quoting errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on Customer purchase order and send Customer tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Should Cleared Personnel be required onsite to facilitate warranty, installation/deployment or other services under any resulting Order from this Quote, then in order to avoid processing delays on orders, the Customer must ensure the number listed in Block 2a of the DD254 is listed in the purchase order. If DD254 Block 2a number is not obtainable, Customer must enter the Prime Contract Number instead.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by

Attachment 1 – Dell Latitude 7450 Specifications

Customer to Supplier. Customer should not submit a purchase order if they do not agree to the Governing Terms.

POs and payments should be made to:

Dell Marketing L.P.
One Dell Way
Round Rock, TX 78692
Cage Code - 3DMD3
Tax ID - 74-2616805
UEI HJLSY7RZV8X6

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula (for a non-U.S. Government Customer's internal use) or https://www.dell.com/learn/us/en/uscorp1/legal_docs/eula-us-federal.pdf (where the end user is an Eligible Ordering Activity of the U.S. Government). Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms"), unless Customer has separately negotiated terms that specifically apply to the offer.

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

REGULATORY REQUIREMENTS: CUSTOMER MUST ENSURE THAT ANY AND ALL REGULATORY REQUIREMENTS, INCLUDING BUT NOT LIMITED TO TAA, FIPS 140-2, FIPS 140-3, UID, IPV6, RFID, ENERGY STAR, EPEAT, COUNTERFEIT PRODUCTS, INFORMATION ASSURANCE, AND DPAS, ARE DISCLOSED TO SUPPLIER IN WRITING AT THE TIME OF SOLICITATION OR REQUEST FOR QUOTE, ARE ACKNOWLEDGED BY SUPPLIER IN WRITING, AND ARE CALLED OUT CONSPICUOUSLY ON CUSTOMER PURCHASE ORDER. If Customer fails to comply, Supplier shall have no liability for providing non-compliant products or services. Compliance with such regulatory requirements, if any, is dependent upon the nature of requirement and the product or service being sold.

TAA Requirements: Quotes may contain non-TAA compliant items. These items will be marked on the Quote as "Non-TAA." If Customer requires TAA compliant items, please contact Supplier's representative.

ESTAR Requirements: Quotes may contain non-ESTAR compliant items. These items will be marked on the Quote as "non-ESTAR". FAR 52.223-15 allows contractors to deliver non-ESTAR compliant products if approved in writing by the Contracting Officer. When Quote contains notification that a product is non-ESTAR compliant, Supplier deems the order citing the Quote number to constitute the Contracting Officer's written approval of Supplier's delivery of a non-ESTAR compliant product.

Miscellaneous:

- This Quote may include equipment bundled with ancillary installation or technical services, the primary purpose of which being the furnishing of a single end item of supply. See FAR 37.101. As such, Customer is billed at time of purchase. The installation or technical services component of the offering is not separately priced and must be accepted by Customer within one year from date of purchase.
- For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in soft copy upon request.



Attachment 2 - Precision Workstation 3490 Specifications

QUOTATION

Quote #: 765946573
 Customer #: 4751549
 Contract #: IDIQ91AGV
 Customer Agreement #: ICPT BOA4I-31841
 Quote Date: 11/20/2024
 Customer Name: US DEPT OF ENERGY ORAU

Date: 11/20/2024

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: MAY PEDREGON PHONE: 50000
 Email Address: May_Pedregon@Dellteam.com Phone Ext: 50000

Description	Quantity
Dell Mobile Precision Workstation 3490 (210-BLMW)	1
TAA Information (379-BBBW)	1
64 GB: 2 x 32 GB, DDR5, 5600 MT/s, non-ECC (370-BBYJ)	1
English US backlit AI hotkey keyboard, 79-key (583-BLMY)	1
Intel Graphics or Intel Arc Pro Graphics (490-BKBZ)	1
Intel AX211 WLAN Driver (555-BKTK)	1
1TB, M.2 2230, Gen4 TLC PCIe NVMe, SSD, Class 35 (400-BRHQ)	1
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish (619-ARSB)	1
3 Cell, 42Whr, Standard Battery (451-BDBP)	1
No Mobile Broadband Card (556-BBCD)	1
No Mouse (570-AADK)	1
ENERGY STAR Qualified (387-BBLW)	1
Intel AX211, 2x2 MIMO, 2400 Mbps, 2.4/5/6 GHz, Wi-Fi 6/6E (WiFi 802.11ax), Bluetooth (555-BKND)	1
E4 Power Cord 1M for US (537-BBDO)	1
OS-Windows Media Not Included (620-AALW)	1
BTO Standard Shipment (VS) (800-BBGU)	1
EPEAT 2018 Registered (Gold) (379-BDZB)	1
Ready Image for Client PC (365-8303)	1
CFI,INFO,LANG,ENGLISH,US,Factory Install (382-1755)	1
CFI,INFO,WIN11,UPDT,24H2,FACT (587-BKWZ)	1
SERI Guide (ENG/FR/Multi) (340-AGIK)	1
ProSupport Plus: Accidental Damage Service, 3 Years (997-1061)	1
ProSupport Plus: Keep Your Hard Drive, 3 Years (997-1096)	1
Dell Limited Hardware Warranty Plus Service (997-1129)	1
ProSupport Plus: 7x24 Technical Support, 3 Years (997-1142)	1
ProSupport Plus: Next Business Day Onsite, 3 Years (997-6066)	1
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-51 (997-8367)	1
Windows AutoPilot (634-BRWG)	1
No UPC/EAN Label (389-BCGW)	1
Intel vPro Essentials Technology Enabled (631-BBXX)	1
Single Pointing, Fingerprint Reader (with CV3+), Smart Card Reader, NFC (346-BKTZ)	1
Quick setup guide for world wide (340-DMSB)	1
Intel Connectivity Performance Suite for Evo/vPro (640-BBTB)	1
Intel Core Ultra 7 155H vPro Essentials (24 MB cache, 16 cores, 22 threads, up to 4.8 GHz, 28W) (379-BFPQ)	1
Intel® Core™ Ultra 7 155H Processor and Intel Integrated Graphics (329-BKCW)	1
Bottom Cover for Intel H 28W CPUs (354-BBJY)	1
FHD HDR IR Camera with ExpressSign-In + Intelligent Privacy, TNR, Camera Shutter, Microphone (319-BBKJ)	1
Packaging for Integrated Graphics (340-DQLP)	1
Custom Configuration (817-BBBB)	1

Attachment 2 - Precision Workstation 3490 Specifications

Intel(R) Rapid Storage Technology Driver (409-BC7B)	1
Intel Core Ultra vPro Essentials Label (340-DMQK)	1
14" FHD 1920x1080, 60Hz, 300 nits, Touch, FHD HDR IR Camera, EMZA Prox. Sensor, Mic, WLAN (391-BJCR)	1
No Productivity Software, Exception Only (630-AAAXE)	1
Dell Additional Software (658-BFPP)	1
No Anti-Virus Software (650-AAAM)	1
65W AC adapter, USB Type-C, EcoDesign (492-BDMN)	1
Extended Battery Service for Years 2 and 3 of System Life (815-2815)	1
Asset Tag, Custom, RU, CONUS (366-0383)	1
CFI,Information,CSRouting,Eligible,Factory Install (375-3088)	1
Asset Report, Custom, RU, CONUS (366-0426)	1
CFI,Information Client,Only (371-0941)	1
CFI,Information,CSRouting,DIRECT,Factory Install (375-3085)	1
CFI,Information,GCS,ADDRESS,3EG3,Customer Install (377-5047)	1
CFI,Information,LT,2T,L1,Factory Install (377-9901)	1
Configuration Services - Fulfillment Services (490-0000)	1
CFI,Information,SC2.0,CONUS,Factory Install (375-7617)	1
CFI,B5QH06,Information,Label,Large,Factory Install (375-8481)	1
CFI,Information,GCS,ORDER,CONSOL,Customer Install (377-4864)	1
Configuration Services, Custom, Order Consolidation, Purchase Order, Client (365-8167)	1
CFI Titan Code for CFI FIDA orBypass SI (364-1846)	1
CFI,Information,MIAS, Post Burn,Factory Install (362-7806)	1
CFI Routing SKU (365-0257)	1
CFI,Information, Validation,Select Any Microsoft OS (364-4107)	1
Configuration Services Dell Tamper Resist Label and Ports (366-8220)	1
Fed IT Specialized Warranty Support (937-5139)	3



Supplier Quote Terms (Dell Marketing L.P.; UEI HJLSY7RZV8X6)

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier and is in compliance with and subject to the Governing Terms, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty (30) days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing or quoting errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on Customer purchase order and send Customer tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Should Cleared Personnel be required onsite to facilitate warranty, installation/deployment or other services under any resulting Order from this Quote, then in order to avoid processing delays on orders, the Customer must ensure the number listed in Block 2a of the DD254 is listed in the purchase order. If DD254 Block 2a number is not obtainable, Customer must enter the Prime Contract Number instead.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by

Attachment 2 - Precision Workstation 3490 Specifications

Customer to Supplier. Customer should not submit a purchase order if they do not agree to the Governing Terms.

POs and payments should be made to:

Dell Marketing L.P.
One Dell Way
Round Rock, TX 78692
Cage Code - 3DMD3
Tax ID - 74-2616805
UEI HJLSY7RZV8X6

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula (for a non-U.S. Government Customer's internal use) or https://www.dell.com/learn/us/en/uscorp1/legal_docs/eula-us-federal.pdf (where the end user is an Eligible Ordering Activity of the U.S. Government). Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms"), unless Customer has separately negotiated terms that specifically apply to the offer.

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Miscellaneous:

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- For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in soft copy upon request.

Attachment 3 - Contract Terms and Conditions

Contract Terms and Conditions

Table of Contents

Terms and Conditions.....	5
A. Solicitation/Offer/Award	5
B. Supplies or Services & Prices	5
B.1. Funds Availability	5
B.2. Limitation of Funds	5
B.3. Payment	5
C. Specifications/Statement of Work	5
C.1. Deliverables	5
D. Packaging & Marking	5
D.1. Packaging	5
D.2. Marking	5
E. Inspection & Acceptance	6
E.1. Inspection & Acceptance	6
F. Deliveries or Performance	6
F.1. Delivery Date	6
F.2. Place of Delivery	6
G. Contract Administration Data	7
G.1. Invoices	7
G.2. Technical Contact	7
H. Special Contract Requirements	7
I. Contract Clauses	7
I.1. ORAU General Terms & Conditions	7
I.2. Definitions	8
I.3. Compliance With Federal Information Processing Standard Publication 201-2 (FIPS Pub 201-2) (APR 2015)	8
I.4. Controlled Unclassified Information	8
I.5. Work Stoppage and Shutdown Authorization (OCT 2014)	9
I.6. Acceptance of Terms & Conditions	9
I.7. Privity	10
I.8. Employee Concerns Program	10
I.9. Export Compliance	10
I.10. Implementation of FAR Subpart 39.1	11
I.11. FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)	11
I.12. FAR 52.222-35 Equal Opportunity for Veterans (JUL 2014)	11
I.13. FAR 52.222-37 Employment Reports on Veterans (JUL 2014)	11
I.14. FAR 52.222-36 Equal Opportunity for Workers With Disabilities (JUL 2014)	11
I.15. FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013)	11
I.16. FAR 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)	12
I.17. FAR 52.222-26 Equal Opportunity (APR 2015)	12
I.18. FAR 52.223-16 Acquisition of EPEAT® - Registered Personal Computer Products (JUN 2014)	12
I.19. FAR 52.244-6 Subcontracts for Commercial Items (APR 2015)	12
I.20. FAR 52.223-13 Acquisition of EPEAT® - Registered Imaging Equipment (JUN 2014)	12
I.21. FAR 52.222-21 Prohibition of Segregated Facilities (APR 2015)	12
I.22. FAR 52.222-50 Combating Trafficking in Persons (MAR 2015)	12
I.23. FAR 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)	12
J. List of Attachments	12
J.1. List of Attachments	12
K. Representations, Certifications, & Other Statements	12
K.1. Representations & Certifications	12

Attachment 3 - Contract Terms and Conditions

Terms and Conditions

A. Solicitation/Offer/Award

B. Supplies or Services & Prices

B.1. Funds Availability

ORAU's obligation under this Agreement is contingent upon the availability of appropriated funds from the U.S. Government from which payment for Agreement purposes can be made. No legal liability on the part of ORAU and the U.S. Government for any payment may arise until funds are made available to ORAU for this Agreement and until the Subcontractor receives notice of such availability.

B.2. Limitation of Funds

Total funds in the amount of \$___ are obligated herewith for the efforts conducted through named period of performance and are made available for payment of authorized effort in accordance with the terms and conditions of this Agreement.

No legal liability on the part of ORAU for any payment may arise. Funds are not made available for this Agreement until the Subcontractor receives written notice of such availability.

B.3. Payment

ORAU shall make payment upon receipt of each invoice meeting the requirements of this Agreement. Unless otherwise provided, terms of payment shall be **NET 15** days from the latter of (1) submission of Subcontractor's proper invoice, if required (unless such invoice is not approved), or (2) delivery of supplies/completion of work if invoice is not required. Any offered discount shall be taken if payment is made within the discount period that Subcontractor indicates. Payments may be made either by check or electronic funds transfer, at the option of ORAU. Payment shall be deemed to have been made as of the date of mailing or the date on which an electronic funds transfer made.

Subcontractor's acceptance of final payment of any agreement hereunder constitutes a release of all claims and liabilities, which the Subcontractor may have against ORAU relating to that agreement.

C. Specifications/Statement of Work

C.1. Deliverables

All deliverables shall be in accordance with this agreement.

D. Packaging & Marking

D.1. Packaging

Preservation and packing for shipment or mailing of all unclassified work delivered hereunder shall be in accordance with good commercial practices, adequate enough to ensure acceptance by carriers, and at the most economical rate(s). The Technical Contact will indicate whether deliverables will be electronic or hard copy, and will provide any necessary formatting instructions for reports or other deliverables.

D.2. Marking

Each unclassified package, report, or other deliverable shall be accompanied by a letter or other document stating the

Attachment 3 - Contract Terms and Conditions

following:

- (1) the Agreement number under which the item is being delivered;
- (2) the deliverable Item Number or Report Requirement which requires the delivered item(s); and
- (3) whether the Subcontractor considers the delivered item to be a partial or full satisfaction of the requirement.

E. Inspection & Acceptance

E.1. Inspection & Acceptance

(a) The ORAU Technical Contact named in Section G of this Agreement will inspect and accept each deliverable under this Agreement, normally within 14 days of receipt. Inspection and acceptance will be at an ORAU location, unless modified by the Subcontract Administrator. The Technical Contact will be responsible for confirming acceptance of each deliverable under this Agreement to the Subcontract Administrator.

(b) ORAU has the right to inspect and test all services and supplies called for by the Agreement at all places and times, including the period of manufacture or performance, and in any event before acceptance. If ORAU specifies an inspection system elsewhere in the Agreement, Subcontractor shall provide and maintain such inspection system covering services and supplies under this Agreement and shall provide only services and supplies that have been found to conform to the requirements of the Agreement. Complete records of all inspections shall be maintained and made available to ORAU during performance and for as long as Agreement requires. ORAU shall perform inspections and tests in a manner that will not unduly delay the work. ORAU assumes no contractual obligation to perform any inspection or test for Subcontractor's benefit unless specifically set forth elsewhere in this Agreement. ORAU failure to inspect the services and supplies shall not relieve Subcontractor from responsibility, nor impose liability on ORAU, for nonconformity. If ORAU performs inspection or test on the premises of Subcontractor or a subcontractor, Subcontractor shall cause to be furnished, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(c) Except for research and development, ORAU may reject or require correction of any nonconformity. If Subcontractor is not ready for inspection at time specified by Subcontractor, or if prior rejection makes re-inspection or retest necessary, ORAU may charge Subcontractor the additional cost of inspection or test. Subcontractor shall not tender for acceptance corrected or rejected services or supplies without disclosing the former rejections or requirement for correction, and shall disclose the corrective action taken.

(d) Except for research and development, ORAU, in addition to any other rights and remedies provided by law, or under other provisions of this Agreement, may require Subcontractor, at no increase in Agreement price, to (1) re-perform the non-conforming services and correct or replace the non-conforming supplies or (2) reduce the Agreement price to reflect the reduced value of Subcontractor's performance. When supplies are returned, Subcontractor shall bear the transportation cost. If within 10 days of ORAU written notice, Subcontractor fails to re-perform or correct or replace, as required, ORAU shall have the right by contract or otherwise to perform the services, replace or correct such supplies, and charge to Subcontractor the cost occasioned the ORAU thereby and /or terminate this Agreement.

F. Deliveries or Performance

F.1. Delivery Date

The delivery date shall be February 28, 2025.

F.2. Place of Delivery

Subcontractor shall ship all unclassified deliverables FOB Destination, to the following address:

**Oak Ridge Associated Universities
P.O. Box 117
1299 Bethel Valley Road, SC-200
Oak Ridge, TN 37830**

Specific instructions regarding the place and time of delivery for specific items will be coordinated and communicated by

Attachment 3 - Contract Terms and Conditions

the ORAU Technical Contact.

G. Contract Administration Data

G.1. Invoices

Invoices shall contain the following information as applicable:

- Date of Invoice,
- Agreement Number,
- Line Item Number,
- Description of Services/Supplies (*including quantities, unit prices, and extended totals*) and,
- Payment Terms

Invoices shall be e-mailed to **ORAUAccountsPayable@orau.org**. The invoice shall be an attachment to the e-mail and must be in PDF Format. If the invoice is e-mailed to the above address, do not send a duplicate in the mail. If mailed please send to the address below.

Oak Ridge Associated Universities

Attn: Accounts Payable

P.O. Box 117, MS 35

Oak Ridge, TN 37831-0117

ORAU utilizes an Electronic Funds Transfer (EFT) Payment Program to expedite the payment process to Subcontractor(s). The payee receives confirmation of the payment immediately with an established e-mail address. If your organization would like to benefit from this service, please email your request with contact information directly to **procurement@orau.org**.

If you have any questions, you may also contact the Subcontract Administrator named in Section G or the ORAU Procurement & Partnerships Help Desk at (865) 576-3049.

G.2. Technical Contact

The Technical Contact for this Agreement is:

H. Special Contract Requirements

I. Contract Clauses

I.1. ORAU General Terms & Conditions

ORAU General Terms & Conditions, Revision 5; Dated 5-20, are hereby incorporated by reference and made part of this document. ORAU General Terms & Conditions may be viewed in full text at the following website:

<https://orau.org/doing-business-with-us/procurement/terms-conditions.html>

Should you require a paper copy, please contact the Subcontract Administrator named in Section G of this Agreement. This Agreement may also incorporate certain provisions by reference. These articles and clauses apply as if they were set forth in their entirety. For FAR and DEAR provisions incorporated by reference, *Contractor* means Subcontractor and *Contracting Officer* means Subcontract Administrator or ORAU. The FAR and DEAR may be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. or from the following Government websites:

Attachment 3 - Contract Terms and Conditions

FAR: <https://www.acquisition.gov/far/>

DEAR: <https://www.acquisition.gov/dears/>

I.2. Definitions

The following terms shall have the meanings below:

- (a) Government means the United States of America and includes the U. S. Department of Energy (DOE) or any duly authorized representative thereof.
- (b) Company means Oak Ridge Associated Universities, Inc. (ORAU), acting under Contract No. DE-SC0014664.
- (c) Subcontractor means the person or organization that has entered into this Agreement.
- (d) Agreement means Purchase Order, Subcontract, Blanket Agreement, Modification, or Release thereof.
- (e) Contract Specialist means Company's cognizant Procurement Representative.
- (f) Educational Institution means an entity identified in Office of Management and Budget Circular No. A-21.

I.3. Compliance With Federal Information Processing Standard Publication 201-2 (FIPS Pub 201-2) (APR 2015)

This contract involves the acquisition of hardware, software, or services related to physical access to Federal premises or electronic authentication or access control to a Federal agency's computer systems and electronic infrastructure. Any such hardware, software, or services delivered under this contract shall comply with FIPS Pub 201-2 or any subsequent update, and FIPS 201-2 shall take precedence over any conflicting performance requirement of this contract. Should the Contractor find that the statement of work or specifications of this contract do not conform to FIPS Pub 201-2, it shall notify the Contracting Officer of such nonconformance and shall act in accordance with instructions of the Contracting Officer

This clause shall flow down to subcontractors at any tier.

I.4. Controlled Unclassified Information

In the performance of work under this Agreement, the Subcontractor shall comply with all provisions of applicable regulations and mandatory guidance which apply to work involving Controlled Unclassified Information, documents, or material. In this section:

Information means - facts, data, or knowledge itself;

Document means - the physical medium on or in which information is recorded; and

Material - means a product or substance which contains or reveals information, regardless of its physical form or characteristics.

Controlled Unclassified Information includes "*Official Use Only*," "*For Official Use Only*," "*Unclassified Controlled Nuclear Information*," and privacy information such as "*Personally Identifiable Information*." The Subcontractor shall ensure that any document or material that may contain Controlled Unclassified Information is reviewed by the appropriate official before dissemination.

Subcontractor shall insert this clause in any subcontract that involves or may involve access to Controlled Unclassified Information.

Attachment 3 - Contract Terms and Conditions

I.5. Work Stoppage and Shutdown Authorization (OCT 2014)

Note: Nothing in this clause shall supersede the regulatory requirements in 10 CFR 851

(a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in a serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility safety envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure.

(b) Work Stoppage. In the event of an Imminent Health and Safety Hazard, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (i.e., by directing the operator/implementer of the activity or process causing the imminent hazard to stop work, or by initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect U.S. Department of Energy (DOE) facilities and the environment. In the event an imminent health and safety hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions, as required. Such mitigating action should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing by the Contracting Officer.

(c) Shutdown. In the event of an imminent danger in relation to the facility safety envelope or a non- Imminent Health and Safety Hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Contractor management, and the DOE Site Manager. Any written direction to suspend operations shall be issued by the Contracting Officer, pursuant to the Clause entitled, "FAR 52.242-15, Stop-Work Order."

(d) Facility Representatives. DOE personnel designated as Facility Representatives provide the technical/safety oversight of operations. The Facility Representative has the authority to "stop work," which applies to the shutdown of an entire plant, activity, or job. This stop-work authority will be used for an operation of a facility which is performing work the Facility Representative believes:

- (1) Poses an imminent danger to health and safety of workers or the public if allowed to continue;
- (2) Could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue; or
- (3) Could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits.

(e) This clause flows down to all subcontractors at all tiers. Therefore, the Contractor shall insert a clause, modified appropriately to substitute "Contractor Representatives" for "the Contracting Officer" in all subcontracts.

I.6. Acceptance of Terms & Conditions

Subcontractor, by signing this Agreement, delivering the supplies, or performing the requirements indicated herein, agrees to comply with all the terms and conditions and all specifications and other documents that this Agreement incorporates by reference or attachment. ORAU hereby objects to any terms and conditions contained in any acknowledgment of this Agreement that are different from or in addition to those mentioned in this document. Failure of ORAU to enforce any of the provisions of this Agreement shall not be construed as evidence to interpret the requirements of this Agreement, nor a waiver of any requirement, nor of the right of ORAU to enforce each and every provision. All rights and obligations shall survive final performance of this Agreement.

Attachment 3 - Contract Terms and Conditions

I.7. Privity

The term "privity," as used herein, designates the relationship of right and duty that exists between the immediate parties to a contract. Subcontractor is in privity solely with ORAU. All legal relations involving the Subcontractor must be settled between ORAU and the Subcontractor, by reference to the common law of contracts between the two private parties.

I.8. Employee Concerns Program

(a) DOE has established an Employee Concerns Program (ECP) in **DOE Order 442.1B** available at <http://www.directives.doe.gov/directives>. The ECP applies to any person working for DOE or a contractor or subcontractor on a DOE project. The ECP provides a means for employees to raise good-faith concerns that a policy or practice of DOE or one of its Contractors or Subcontractors should be improved, modified, or terminated. Concerns can address health, safety, the environment, management practices, fraud, waste, or reprisal for raising a concern.

(b) **DOE Order 442.2 Change 1** "*Differing Professional Opinions for Technical Issues Involving Environment, Safety and Health Technical Concerns*," that covers resolution of differing professional opinions from employees on technical issues relating to ES&H. Employees for purposes of the Policy are any persons working for DOE, including the NNSA or a DOE Contractor or Subcontractor on a DOE project.

(c) In addition, ORAU has an ECP. Subcontractor employees may raise concerns about actions of ORAU and/or its employees directly with ORAU.

(d) The Subcontractor must notify its employees that:

(1) DOE and ORAU have ECPs;

(2) Employees are encouraged to first seek resolution with first-line supervisors or through existing complaint or dispute resolution systems, but that they have the right to report concerns through the DOE ECP;

(3) If a concern is not resolved by supervisors, or if the employee elects not to raise the concern with supervisory personnel, the concern may be reported to the DOE Oak Ridge Operations Office (ORO) by calling the ORO Telephone Hotline, (865) 241-3267. Concerns related to actions by ORAU employees may be reported to ORAU by calling (865) 576-3054; and

(4) ORAU will not tolerate reprisals against or intimidation of employees who have reported concerns.

(e) Upon request, the Subcontractor must assist DOE and ORAU in resolution of employee concerns.

(f) Subcontractor shall include this clause in all Agreements hereunder.

I.9. Export Compliance

(a) Subcontractor agrees to comply with all the applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the *Arms Export Control Act*, **22 U.S.C.2751-2794**, including the *International Traffic in Arms Regulations (ITAR)*, **22 C.F.R. 120 et seq.**; and the *Export Administration Act*, **50 U.S.C. app. 2401-2420** including the *Export Administration Regulations*, **15 C.F.R. 730-774**; including the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, Subcontractor agrees that it will not transfer any export controlled item, data, or services, to include transfer to foreign persons employed by or associated with, or under contract to Subcontractor or Subcontractor's lower-tier Subcontractors, without the authority of an export license, agreement, or applicable exemption or exception.

(b) Subcontractor agrees to notify ORAU if any deliverable under this Agreement is restricted by export control laws and/or regulations.

(c) Subcontractor shall *immediately* notify the Subcontract Administrator if Subcontractor is, or becomes, listed in any Denied Parties List or if Subcontractor's export privileges are otherwise denied, suspended, or revoked in whole or in part by any U.S. Government entity or agency.

(d) If Subcontractor is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnished defense services, Subcontractor represents that it is registered with the Office of Defense Trade Controls, and as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR.

Attachment 3 - Contract Terms and Conditions

(e) Subcontractor shall be responsible for all losses, costs, claims, causes of action, damages, liabilities, and expense, including attorneys' fees, all expense of litigation and/or settlement, and court costs, arising from any act of omission of Subcontractor, its Officers, employees, agents, suppliers, or Subcontractors at any tier, in the performance of any of its obligations under this clause.

(f) Subcontractor shall include this clause in all Agreements hereunder.

I.10. Implementation of FAR Subpart 39.1

All information technology acquisitions shall include the appropriate information technology security policies and requirements, including use of common security configurations available from the National Institute of Standards and Technology's website at <http://checklists.nist.gov> commensurate with the mission of the contract and conducive to the work of the Oak Ridge Institute for Science and Education. This requirement shall be included in all subcontracts which are for information technology acquisitions.

I.11. FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)

(DEC 2013)

I.12. FAR 52.222-35 Equal Opportunity for Veterans (JUL 2014)

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

Active duty wartime or campaign badge veteran, Armed Forces service medal veteran, disabled veteran, protected veteran, qualified disabled veteran, and recently separated veteran have the meanings given at FAR 22.1301.

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate of identify properly the parties and their undertakings.

I.13. FAR 52.222-37 Employment Reports on Veterans (JUL 2014)

(JUL 2014)

I.14. FAR 52.222-36 Equal Opportunity for Workers With Disabilities (JUL 2014)

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

I.15. FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013)

(JUL 2013)

Attachment 3 - Contract Terms and Conditions

I.16. FAR 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

(DEC 2010)

I.17. FAR 52.222-26 Equal Opportunity (APR 2015)

(APR 2015)

I.18. FAR 52.223-16 Acquisition of EPEAT® - Registered Personal Computer Products (JUN 2014)

(JUN 2014)

I.19. FAR 52.244-6 Subcontracts for Commercial Items (APR 2015)

(APR 2015)

I.20. FAR 52.223-13 Acquisition of EPEAT® - Registered Imaging Equipment (JUN 2014)

(JUN 2014)

I.21. FAR 52.222-21 Prohibition of Segregated Facilities (APR 2015)

(APR 2015)

I.22. FAR 52.222-50 Combating Trafficking in Persons (MAR 2015)

(MAR 2015)

I.23. FAR 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)

(NOV 2011)

J. List of Attachments

J.1. List of Attachments

Dependent on final award.

K. Representations, Certifications, & Other Statements

K.1. Representations & Certifications

The North American Industry Classification System (NAICS) code for this agreement is **334111**. The Small Business size standard for this classification is **1250 Employees**.