AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
K	1	34

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00002	13-Mar-2007		

6. ISSUED BY CODE W91QUZ

ARMY CONTRACTING AGENCY-ITEC4
2461 EISENHOWER AVE
ALEXANDRIA VA 22331-1700

7. ADMINISTERED BY (If other than item 6) CODE

See Item 6

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)
APPTIS, INC.
PATRICIA TOBEN-CROPPER
14155 NEWBROOK DRIVE
CHANTILLY VA 20151-2224

CODE 6Z424 FACILITY CODE

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MOD. OF CONTRACT/ORDER NO. W91QUZ-07-D-0010
X	10B. DATED (SEE ITEM 13) 09-Feb-2007

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 Offer ☐ is extended, ☐ is not extended.

Offer 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 _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram 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 telegram or letter, provided each telegram or letter 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 NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) 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 (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: jjusti07863

A. The purpose of this modification is to:
1. Add language to Part C.2(j) directing non-DoD ordering offices to comply with the Economy Act.
2. Change Apptis' POC from Michael Elridge to Patricia Toben-Cropper.

B. All other terms and conditions remain unchanged.

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 (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JOANN M. UNDERWOOD / CONTRACTING OFFICER TEL: 703-325-3327 EMAIL: Joann.Underwood@itec4.army.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Joann M. Underwood (Signature of Contracting Officer)	16C. DATE SIGNED 13-Mar-2007

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:
PART C

PART C

TERMS AND CONDITIONS

CONTRACT CLAUSES, SPECIAL PROVISIONS AND ADDENDUM

C.1 52.212-4 -- Contract Terms and Conditions - Commercial Items (Sep 2005)

In accordance with FAR 12.302, Tailoring of Provisions and Clauses for the Acquisition of Commercial Items, FAR Clause 52.212-4 is tailored as follows to reflect special contract terms and conditions that are unique for this contract. This tailored clause supersedes the version of FAR Clause 52.212-4.

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (*e.g.*, use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(1) The Government reserves the right to issue unilateral modifications to effect administrative changes to orders. Further, the Procuring Contracting Officer (PCO) may issue unilateral modifications to effect administrative changes to the contracts. All other changes in the terms and conditions of this contract may be made only by the PCO through written agreement of the parties.

(2) If the Government issues a Request for Proposal (RFP) for a technology change or any other type of change to the contract, the contractor shall submit a proposal within 30 calendar days of the RFP day, unless the RFP specifies a later RFP due date. Regardless of which party initiates a proposed contract change, should the Government request supplemental information to analyze the contractor's proposal, the contractor shall provide the additional information within 7 calendar days of the request, unless the Government's request specifies a later due date.

(d) *Disputes*. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include –

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq*., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services (Part B), which includes the Statement of Work (Part D).

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause (Part C.1).

(3) The clause at 52.212-5 (Part C.3) & DFARS 252.212-7001 (Part C.3).

(4) Addenda to this solicitation or contract, including any license agreements for computer software (Part C.2).

(5) Solicitation provisions if this is a solicitation (Part E).

(6) Other paragraphs of this clause (Part C).

(7) The Standard Form 1449 (Part A).

(8) Other documents, exhibits, and attachments (excluding the Statement of Work (Part D.1) and the Price Model Appendices (Part E)).

(9) The contractor's proposal as incorporated by reference and where not in conflict with the other requirements set forth in the contract.

(t) *Central Contractor Registration (CCR).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor’s CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

C.2 ADDENDUM TO FAR 52.212-4 SPECIAL PROVISIONS

(a) Packaging and Marking.

(1) The contractor shall ensure that all items are preserved, packaged, packed and marked in accordance with best commercial practices to meet the packing requirements of the carrier and to ensure safe and timely delivery at the intended destination.

(2) All containers, data, and correspondence submitted to the Ordering Contracting Officer (OCO), or Order Contracting Officer's Representative (OCOR) shall comply with the following as identified in the individual orders. Exterior shipping containers and items not shipped in containers shall be clearly marked on an external surface as follows:

(i) Name of contractor

(ii) Contract number and order number

(iii) Itemized list of contents including quantity and CLIN

(iv) Consignee’s name, title, address and telephone number

(v) Package number of multiple packages (e.g., 1 of 5, 2 of 5)

(b) Contract Life. The total term of the contract, including options is five years, with a 30-day start-up period. The base term is three years, subject to the exercise of two options each for one year. However, if the performance under the contract is delayed or suspended due to protest, the Government reserves the right in its discretion to exercise an option to extend the contract term for an additional period commensurate with the delay or suspension.

(c) Orders. Delivery shall be FOB destination unless otherwise specified in the individual orders. The period of performance on individual orders for services shall not extend beyond 60 days after expiration of the contract term.

(d) Contractor's Proposal. The Contractor's Proposal, or portions thereof, may be incorporated into the contract resulting from this Request for Proposal.

(e) Notice To Proceed. The contractor shall take no actions on this contract, or incur any costs, without the Contracting Officer's official written notice to proceed. It is anticipated that this notice to proceed will generally be issued when the Contracting Officer determines that there is no threat of protest. The performance of this contract shall begin as specified in the notice to proceed.

(f) Post-Award Conference. The contractor agrees to attend a Post-Award Conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5.

(g) Start-up Period. The contract start-up period is 30 calendar days commencing upon the issuance by the Government of a notice to proceed. The contractor, at the conclusion of the 30 calendar day period, following issuance of the notice to proceed, shall accept orders. During that period the contractor shall:

(1) Develop a web-based ordering guide, to include a printable version, which shall be provided to the Government for review;

(2) Secure required personnel;

(3) Provide personnel/information so that logistics support privileges (South Korea only) can be finalized;

(4) Coordinate for security clearances (interim clearances will be requested until final clearances are issued, if required);

(5) Develop the specific product descriptions for all non-catalog item CLINs beyond the generic nomenclature in the awarded contract;

(6) Establish telephonic support;

(7) Prepare to support Electronic Commerce/Electronic Data Interchange (EC/EDI).

(h) Warranty and Telephone Support for Apptis, Inc.

(1) Warranty

(i) All equipment provided under the contract shall be provided with the following minimum warranty as part of the purchase price:

(A) CONUS and Named OCONUS Warranty Support: The contractor shall provide warranty for all equipment at both CONUS and named OCONUS locations. On-site warranty support shall be provided for non-portable systems such as servers. On-site warranty support, mail-back or hot-swap warranties shall be provided for portable systems such as notebooks.

(B) Remote OCONUS Warranty Support: The contractor shall provide a method for performing warranty service for Remote OCONUS locations. If on-site warranty support is required by a customer, it will be handled as a warranty variation as described in paragraph (c) below.

(C) Catalogs I, II, IV, V, VI, VII, VIII, and IX: The warranty length shall be one year or the OEM standard length of warranty, whichever is greater.

(D) Catalog III: The warranty length shall be three years.

(E) For optional accessories such as additional memory, interface cards, hard disk drives, the accessory shall assume the warranty terms of the product in which the accessory is installed after the initial accessory warranty expires.

(ii) In addition, the contractor shall provide the warranty variations that are available from the catalog offering.

(iii) The contractor shall also provide warranty variations not covered by the catalog offering as requested in individual orders including but not limited to extended warranty, response time, and on-site support for Remote OCONUS. Warranty variations of this type shall be negotiated with the Ordering Contracting Officer.

(iv) Software Warranty: Under the warranty, the responsibility of the contractor is as follows: The contractor shall provide the latest release of the software and documentation throughout the warranty period unless rejected by the Government. The software changes covered by the warranty are further defined as any software products and documentation which are provided for any other customer free of charge or which the software manufacturer does not consider a new product. Such changes to software or documentation (including packaging and shipping) shall be at no additional cost to the Government.

(v) Coverage Period: The warranty period shall commence upon the receipt of the equipment at the final destination identified on the Delivery Order or 35 days after shipment from the contractor's facility, whichever is sooner. User receipt of an item that is inoperable upon delivery shall be resolved in accordance with the warranty provisions of the contract.

(vi) Warranty Registration: The Contractor shall register items into its warranty database prior to shipment to the Government. Submission of a warranty registration card shall not be required to obtain warranty service.

(vii) Replacement Parts: When the contractor replaces a defective part during the warranty period, the newly installed part shall become Government property. The defective part shall become the property of the contractor except that the Government reserves the right to purchase defective hard drives and removable hard drives containing sensitive or classified material that is required by statute or regulation to be destroyed or retained by the Government. The effective warranty for all replacement items shall be the greater of the remaining warranty period on the original item or a 90-calendar day warranty.

(viii) New or Warranted Parts: Only new parts or parts warranted by the OEM as equal to new shall be utilized when repairs are made unless authorized by the ordering Contracting Officer.

(ix) Time to Repair: Equipment, within CONUS and Named OCONUS locations having on-site warranty, shall be repaired or replaced and fully operational within two (2) Government working days following notification to the contractor's designated technical support personnel of the need for warranty service. For CONUS and named OCONUS located portable equipment not being offered on-site warranty, the equipment shall be repaired or replaced and returned to the customer’s possession fully operational within five (5) Government working days after it is received at the contractor's repair facility. For Remote OCONUS locations being offered on-site warranty, the equipment shall be repaired or replaced and fully operational within three (3) Government working days following notification to the contractor’s designated technical support personnel of the need for warranty service. For Remote OCONUS located portable equipment not being offered on-site , the equipments shall be repaired or replaced and returned to the customer’s possession fully operational within five (5) Government working days after it is received at the contractor’s repair facility. The contractor shall bear all shipping costs and responsibilities of repaired and replaced equipment and software both to and from the customer’s site. Requirements for more stringent repair times shall be negotiated with the Ordering Contracting Officer.

(2) Telephone Support

(i) Telephonic support via a toll free number shall be provided by the Contractor to the Government. Telephonic support at no cost to the Government shall be provided for geographic areas without access to toll-free capabilities.

(ii) Availability. Telephonic support services shall be available, as a minimum, Monday through Friday, excluding U.S. Government holidays. The contractor shall provide a method for telephonic support services, such as a Fax-back service, a paging service, or third-party support service, for worldwide support whereby requests for telephonic support are responded to no later than the next business day for requests originating outside of the Continental United States.

Recorded answering services are not acceptable to the Government during the Principle Period of Operation (PPO) but are acceptable during Outside of Principal Period of Operation (OPPO) hours. The Contractor shall provide a means to receive problem reports from users OPPO. The PPO and OPPO time periods are listed in the table below.

Location	**PPO***	**OPPO**
CONUS	24 hour a day, 7 day a week, 365 day a year	24 hour a day, 7 day a week, 365 day a year
Named OCONUS	24 hour a day, 7 day a week, 365 day a year	24 hour a day, 7 day a week, 365 day a year
Remote OCONUS	24 hour a day, 7 day a week, 365 day a year	24 hour a day, 7 day a week, 365 day a year

*PPO - excludes U.S. Government Holidays

(iii) Services. As a minimum, Telephonic Support Services shall consist of the following:

(A) Order processing and Order Tracking Information. When provided with a Government order number, the Contractor shall be required to provide the Government the date of receipt of the order and the shipping status.

(B) User Technical Assistance. The contractor shall be prepared to receive product problem reports and assist the user towards timely resolution of the reported problem. Reports of problems may also come through Email and/or Internet/WWW messaging. The contractor is responsible for hardware/software related calls for all products that are covered under warranty. The contractor shall maintain contact with the reporting user until final resolution. Interim resolution of a software problem is to include a work around solution until the problem is finally corrected in the next release or version of the product. Technical assistance may be provided by the OEM to satisfy this requirement.

(iv) Telephonic Support Personnel. Contractor personnel manning the telephonic support service telephones shall have sufficient expertise to recommend corrective actions for hardware and software problems, and the personnel shall speak and understand English.

(v) Customer Technical Assistance: The contractor shall receive product problem reports and assist the customer toward timely resolution of the reported problem. Reports of problems from customers may come via postal mail, e-mail, phone, or fax. The contractor is responsible for hardware and software related calls for all products that are sold or supported under the contract. Telephonic triage is acceptable for the initial warranty call. Telephonic triage shall be limited to one (1) hour in length unless extended service is approved by the customer.

(vi) Order Processing and Order Tracking: The contractor shall receive delivery orders and credit card orders. Orders may be received via phone, fax, E-mail, postal mail, or ASCP's *it e-mart*. Upon request, the contractor shall provide customers the status of their delivery order.

(i) Accessibility. All electronic and information technology (EIT) procured under this contract must meet applicable accessibility standards at 36 CFR Part 1194, unless an exception exists, or unless and to the extent that individual standards cannot be met with supplies or services available in the commercial marketplace in time to meet delivery requirements. For the supplies and services that are available for ordering under the contract, the contractor shall indicate whether each product or service is compliant or noncompliant with the accessibility standards at 36 CFR Part 1194, and the contractor shall indicate where full details of compliance can be found (e.g., contractor's, subcontractor's, vendor's or other exact website location). The contractor shall ensure that this information is kept current and that it is easily accessible by users. In order to facilitate compliance with accessibility standards at the time an order is issued, the contractor shall, at the request of the Government, propose a compliant equivalent substitute, if commercially available, within ten working days for any EIT supply or service on contract that does not comply with 36 CFR Part 1194; price will be negotiated with the ordering contracting officer.

(j) Delivery Orders/Credit Card Orders

(1) Ordering will be decentralized. Ordering under the contract is authorized to meet the needs of the Army, Department of Defense, and other Federal agencies. Orders may be placed by any contracting officer in the Army, Department of Defense, and other Federal agencies. Orders may be placed by authorized DoD and Federal contractors, as authorized under FAR Part 51. Non-DoD ordering offices must comply with the Economy Act prior to issuing orders against this contract.

(2) Any request for deviation from the terms of this Contract must be submitted to the following Contracting Officer:

Joann Underwood
Army Contracting Agency, ITEC4
ATTN: SFCA-IT-A
2461 Eisenhower Avenue
Alexandria, Virginia 22331-1700
Phone number: (703) 325-3327
E-mail: Joann.Underwood@us.army.mil

(3) All orders issued under this contract are subject to the terms and conditions of this contract. The contract takes precedence in the event of conflict with any order.

(4) An appropriate order form that complies with FAR 12.204 or Credit Card form shall be issued for each order.

(5) In addition to any other data that may be called for in the contract, the following information shall be specified in each order as applicable:

(i) Date of order;

(ii) Contract and order number (Note: Order numbering shall be in accordance with DFARS 204.7004 – Only the issuing office (ITEC4) is authorized to use the numbers 0001-9999). Contractors placing orders pursuant to FAR 51 authorization may use their own order numbers in accordance with their standard ordering formats, as long as their order numbers are not duplicative of Government order numbers assigned in accordance with this paragraph;

(iii) Point of contact (name), commercial telephone and facsimile number, and e-mail address;

(iv) Ordering Contracting Officer's commercial telephone number and e-mail address.

(v) Description of the supplies to be provided, quantity, and unit price (TO INCLUDE THE CONTRACT LINE ITEM NUMBER (CLIN) AND/OR SUB-LINE ITEM NUMBER (SLIN) FROM PART B.1). Defense Finance and Accounting Service (DFAS) requires identification of the CLIN/SLIN numbers on the order form (or

credit card form) for initial entry of orders into their automated payment system. When the contractor submits a request for payment, DFAS will compare the request for payment of CLIN/SLINs with the order CLIN/SLINs. Use of item numbers other than CLINs/SLINs in the "Item No." block on the order form may result in payment delays and excessive administrative costs to both the Contractor and the Government).

(vi) Delivery date for supplies and performance period for services.

(vii) Address of place of delivery or performance to include consignee.

(viii) Packaging, packing, and shipping instructions, if any.

(ix) Accounting and appropriation data and Contract Accounting Classification Reference Number (ACRN). (DFAS requires an ACRN(s) on all orders.)

(x) Specific instructions regarding how payments are to be assigned when an order contains multiple ACRNs, to permit the paying office to charge the accounting classification citations to the appropriate CLIN or SLIN. If more than one accounting classification citation applies to a single ordered CLIN or SLIN, identify each assigned ACRN and the amount of associated funds using each CLIN or SLIN.

(xi) Invoice and payment instructions to the extent not covered by the contract.

(xii) Any other pertinent information.

(6) Distribution of orders shall be made by the contract ordering offices, in accordance with FAR 4.2, DFARS 204.2 and agency procedures.

(7) Issuance of an order shall be defined as the date the order is awarded (see also Delivery Requirements in Part D paragraph 4.1.1).

(k) Contract Authority

(1) Contracting Officer's Authority. The Contracting Officer is the only person authorized to direct changes in any of the requirements under this contract, and, notwithstanding any provisions contained elsewhere in this contract, said authority remains solely in the Contracting Officer. In the event the contractor effects any such change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and solely at the risk of the contractor.

(2) Ordering Contracting Officers within the Army, Department of Defense, and other Federal agencies are authorized to place orders within the terms of this contract and within the extent of their authority. They are not authorized to make changes to the contract terms. The Ordering Contracting Officers' authority is limited to the individual orders.

(3) Contractor's Authority.

(i) The contractor shall not accept any instructions issued by any person employed by the U.S. Government or otherwise, other than the Contracting Officer, or the Contracting Officer's Representative (COR) acting within the limits of his or her authority.

(ii) The contractor shall not in any way represent that he is a part of the U. S. Government or that he has the authority to contract or procure supplies for the account of the United States of America.

(l) Contract Administration. Notwithstanding the contractor's responsibility for total management during the performance of this contract, the administration of the contract requires maximum coordination between the Government and the contractor. The following individuals will be the Government points of contact during the performance of the contract:

(1) Contracting Officer (KO). All contract administration will be effected by the Contracting Officer. Communications pertaining to contractual administrative matters shall be addressed to the KO. No changes in or deviation from the terms and conditions shall be effected without a written modification to the contract executed by the KO authorizing such changes.

(2) Contracting Officer's Representative. The Contracting Officer shall designate a contract level Contracting Officer's Representatives (CORs) during the term of this contract in accordance with Part C.2, DFARS clause 252.201-7000 “Contracting Officer’s Representative”. COR will provide assistance in identification and resolution of problems, conflicts in priority, subtask requirement definitions, and other operations type problems.

(3) Order Contracting Officer’s Representative. The Ordering Contracting Officer may designate individuals to act as Order Contracting Officer’s Representative (COR) under any resultant delivery order. Order CORs may provide technical guidance in direction of the work, but they will not be authorized to change any of the terms and conditions of the contract or order. Order CORs will be designated by a letter of appointment from the Ordering Contracting Officer.

(m) Government-wide Purchase Card. The following describes the procedures to be used for ordering items under this contract by using the Federal Government-wide purchase card. This option to order by use of the Government-wide purchase card is strictly an alternative method of ordering by the Government and may be used in place of ordering by other order forms that comply with FAR 12.204. The Government reserves the right to unilaterally terminate the use of the credit card at any time.

(1) All ordering offices may use the Government-wide purchase card, commonly referred to as the Government "credit card," as an alternative method of ordering and paying for purchases made under this contract. Purchase card orders are subject to all terms and conditions of this contract, unless otherwise stated in this provision or another provision in this contract.

(2) The purchase card is specifically designed for use by the Federal Government. The purchase card is like a typical commercial credit card. However, the authorization limitations of the purchase card are more specific, i.e., only for a particular contract, monthly limitations, certain categories of products or services, etc. The purchase card will be exclusively used for official Government purchases in accordance with the prices, terms, and conditions of this contract. The purchase card order limitation shall be the micro-purchase threshold in-effect in the Federal Acquisition Regulation (FAR), Part 13, on the date the order is placed by an authorized cardholder. With respect to ordering authority, any authorized user of this contract who is an appointed, recognized Government-wide Purchase Card holder may use the purchase card as a means of purchasing items on this contract. For purchase card orders only, this waives the requirement for use of other forms that comply with FAR 12.204. All appointed, recognized Government-wide Purchase Card holders are subject to and responsible for complying with all the rules, regulations, and limits that come with his/her purchase card.

(3) Credit limits for the purchase card are dictated by each using activity major command. These credit limits for the purchase card are the responsibility of the credit card holder and the approving office.

(4) The contractor shall accept firm-fixed-price credit card orders under the contract made by use of an authorized purchase card.

(n) Insurance. In accordance with the clause “Insurance – Work on a Government Installation (FAR 52.228.5, Jan 1997)” and this schedule, the Contractor shall acquire and maintain during the entire performance period of this contract insurance of a t least the following kinds and minimum amounts set forth below:

(1) Workman’s Compensation and Employer’s Liability Insurance in accordance with the amounts specified by the laws of the states in which the work is to be performed under this contract. In the absence of such state laws, an amount of $100,000 shall be required and maintained.

(2) General Liability Insurance: Bodily injury liability in the minimum amount of $500,000 per occurrence.

(3) Automobile Liability Insurance in the amount of $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage.

(o) Reserved

(p) Continued Performance during Support of Crisis Situations, Contingency or Exercise

(1) Overview.

(i) The requirements of this Contract have been identified by the U.S. Government as being essential to the mission and operational readiness of the U.S. Armed Services operating worldwide; therefore, the contractor may be required to perform this Contract during crisis situations (including war or a state of emergency), contingencies or exercises in the identified area of operations, also known as theatre of operations, subject to the requirements and provisions listed below.

(ii) The contractor shall be responsible for performing all requirements of this contract notwithstanding crisis situations, contingencies or exercises, including but not limited to the existence of any state of war, whether declared or undeclared, or state of emergency, by the United States or the host nation, commencement of hostilities, internal strife, rioting, civil disturbances, or activities of any type which would endanger the welfare and security of U.S. Forces in the host nation. Failure by the contractor to perform may subject the contractor to a termination of this contract for cause. If a crisis situation, contingency, or exercise is determined, an equitable adjustment may be negotiated.

(iii) Crisis situations and contingency operations shall be determined by the overseas theater Commander-in-Chief, or when Defense Readiness Condition (DEFCON) Three (3) is declared for that area.

(iv) Contractor personnel and dependents may be integrated into Government contingency plans, and afforded the same rights, privileges, protection, and priority as U.S. Government personnel. The Government may provide security, housing, and messing facilities for contractor personnel and dependents should conditions warrant.

(v) The contractor shall agree to:

(A) Assure that formal company policies and procedures effectively address the obligations in this clause, and that all employees associated with this contract are fully aware of those specified policies, procedures, and obligations.

(B) Obtain from each employee engaged in any crisis situation connected with performance of this contract a written agreement that states that such employee agrees to the obligations imposed by this provision. These employee agreements shall be submitted to the contracting officer before such employee performs any work required by this contract.

(C) Provide copies of any and all employment agreements to the Government upon request.

(2) Management.

(i) The Contractor shall ensure that all contractor employees, including sub-contractors, will comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DOD civilians and issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection and safety.

(ii) The contractor shall comply, and shall ensure that all deployed employees and agents comply, with pertinent Service and Department of Defense directives, policies, and procedures. The contractor shall ensure

compliance with all Federal statutes, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. The Contracting Officer will resolve disputes. Host Nation laws and existing Status of Forces Agreements may take precedence over contract requirements.

(iii) The contractor shall take reasonable steps to ensure the professional conduct of its employees and sub-Contractors.

(iv) The contractor shall promptly resolve, to the satisfaction of the Contracting Officer, all contractor employee performance and conduct problems identified by the cognizant Contracting Officer or Contracting Officer's Representative.

(v) The Contracting Officer may direct the contractor, at the contractor's expense, to remove or replace any contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

(3) Accounting for Personnel. As directed by the Contracting Officer or Contracting Officer's representative and based on instructions of the Theater Commander, the contractor shall report its employees, including third country nationals, entering and/or leaving the area of operations by name, citizenship, location, Social Security number (SSN) or other official identity document number.

(4) Risk Assessment and Mitigation.

(i) The contractor shall ensure physical and medical evaluations are conducted on all its deployable and/or mission essential employees to ensure they are medically fit and capable of enduring the rigors of deployment in support of a military operation.

(ii) If a contractor employee departs an area of operations without contractor permission, the contractor shall ensure continued performance in accordance with the terms and conditions of the contract. If the contractor replaces an employee who departs without permission, the replacement is at contractor expense and must be in place within five days or as directed by the Contracting Officer.

(iii) The contractor shall prepare plans for support of military operations as required by contract or as directed by the Contracting Officer.

(iv) For badging and access purposes, the contractor shall provide the Contracting Officer or Contracting Officer's Representative a list of all employees (including qualified subcontractors and/or local vendors being used in the area of operations) with all required identification and documentation information.

(v) As required by the operational situation, the Government will relocate contractor personnel (who are citizens of the United States, aliens resident in the United States or third country nationals, not resident in the host nation) to a safe area or evacuate them from the area of operations. The U.S. State Department has responsibility for evacuation of non-essential personnel.

(vi) The contractor shall brief its employees regarding the potential danger, stress, physical hardships and field living conditions.

(vii) The contractor shall require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

(viii) The contractor shall designate a point of contact for all of its plans and operations and establish an operations center to plan and control the contractor deployment process and resolve operational issues with the deployed force.

(5) Force Protection. While performing duties in accordance with the terms and conditions of the contract, the Service will provide force protection to contractor employees commensurate with that given to Service/Agency (e.g., Army, Navy, Air Force, Marine, and Defense Logistics Agency (DLA)) civilians in the operations area.

(6) Vehicle and Equipment Operation.

(i) The contractor shall ensure employees possess the required civilian licenses to operate the equipment necessary to perform contract requirements in the theater of operations in accordance with the statement of work.

(ii) Before operating any military owned or leased equipment, the contractor employee shall provide proof of license (issued by an appropriate Governmental authority) to the Contracting Officer or Contracting Officer's Representative.

(iii) The Government, at its discretion, may train and license contractor employees to operate military owned or leased equipment.

(iv) The contractor and its employees shall be held jointly and severably liable for all damages resulting from the unsafe or negligent operation of military owned or leased equipment.

(7) On-Call Duty or Extended Hours.

(i) The contractor shall be available to work "on-call" to perform mission essential tasks as directed by the Contracting Officer.

(ii) The Contracting Officer, or Contracting Officer's Representative, will identify the parameters of "on-call" duty.

(iii) The contractor shall be available to work extended hours to perform mission essential tasks as directed by the Contracting Officer.

(iv) The Contracting Officer may negotiate an equitable adjustment to the contract/ order concerning extended hours, surges, and overtime requirements.

(8) Clothing and Equipment Issue. The contractor shall ensure that Contractor employees possess the necessary personal clothing and safety equipment to execute contract performance in the theater of operations in accordance with the statement of work. Clothing should be distinctive and unique and not imply that the contractor is a military member, while at the same time not adversely affecting the Government's tactical position in the field.

(9) Legal Assistance. The contractor shall ensure its personnel deploying to or in a theater of operations are furnished the opportunity and assisted with making wills as well as with any necessary powers of attorney prior to deployment processing and/or deployment.

(10) Medical

(i) The contractor shall be responsible for providing employees who meet the physical standards and medical requirements for job performance in the designated theater of operations.

(ii) When applicable, the Government may provide to contractor employees deployed in a theater of operations emergency medical and dental care commensurate with the care provided to Department of Defense civilians deployed in the theater of operations.

(iii) Deploying civilian contractor personnel shall carry with them a minimum of a 90-day supply of any medication they require.

(11) Passports, Visas and Customs.

(i) The contractor is responsible for obtaining all passports, visas, or other documents necessary to enter and/or exit any area(s) identified by the Contracting Officer for contractor employees.

(ii) All contractor employees shall be subject to the customs processing procedures, laws, agreements and duties of the country to which they are deploying and the procedures, laws, and duties of the United States upon re-entry.

(iii) The Contracting Officer will determine and stipulate the allowability and allocability of payment for entry/exit duties on personal items in possession of contractor employees per U.S. Customs Service rates and restrictions.

(iv) The contractor shall register all personnel with the appropriate U.S. Embassy or Consulate.

(12) Living Under Field Conditions. If requested by the contractor, the Government may provide to contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to Government employees and military personnel in the theater of operations. If the above support is negotiated in the contract, at any level, the Government will receive consideration.

(13) Morale, Welfare, and Recreation. The Government will provide to contractor employees deployed in the theater of operations morale, welfare, and recreation services commensurate with that provided to Department of Defense civilians and military personnel deployed in the theater of operations.

(14) Status of Forces Agreement.

(i) The Contracting Officer will inform the contractor of the existence of all relevant Status of Forces Agreements (SOFA) and other similar documents, and provide copies upon request.

(ii) The contractor shall be responsible for obtaining all necessary legal advice concerning the content, meaning, application, etc., of any applicable SOFAs, and similar agreements.

(iii) The contractor shall adhere to all relevant provisions of the applicable SOFAs and other similar related agreements.

(iv) The contractor shall be responsible for providing the Government with the required documentation to acquire invited Contractor or technical expert status, if required by SOFA.

(15) Tour of Duty/Hours of Work

(i) The Contracting Officer, or Contracting Officer's Representative, will provide the contractor with the anticipated duration of the deployment.

(ii) The contractor, at his/her own expense, may rotate contractor employees into and out of the theater provided there is not degradation in mission. The contractor shall coordinate personnel changes with the Contracting Officer.

(iii) The Contracting Officer will provide the contractor with the anticipated work schedule.

(iv) The Contracting Officer, or Contracting Officer's Representative, may modify the work schedule to ensure the Government's ability to continue to execute its mission.

(16) Health and Life Insurance. The contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations and allow traveling in military vehicles. Insurance is available under the Defense Base Act administered by the Department of Labor.

(17) Next of Kin Notification. Before deployment, the contractor shall ensure that each contractor employee completes a DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated Government official.

(18) Return Procedures.

(i) Upon notification of redeployment, the Contracting Officer will authorize contractor employee travel from the theater of operations to the designated CONUS Replacement Center (CRC) or individual deployment site.

(ii) The contractor shall ensure that all Government-issued clothing and equipment provided to the contractor or the contractor's employees are returned to Government control upon completion of the deployment.

(iii) The contractor shall provide the Contracting Officer with documentation, annotated by the receiving Government official, of all clothing and equipment returns.

(19) Special Legal Considerations.

(i) Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000: Amended Title 18, US Code, to establish Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes.

(ii) Applicability: This Act applies to anyone who engages in conduct outside the U.S. that would constitute an offence punishable by imprisonment for more than one year, the same as if the offense had been committed within the jurisdiction of the U.S. The person must be employed by or accompanying the Armed Forces outside the U.S.

(q) Security Requirement

(1) Although it is unknown exactly how many persons will be required to have any and all levels of security clearance, the Government may require security clearances, perhaps higher than top secret (top secret specialized compartmentalized information), for performance of any order under this contract. A general DD Form 254 is provided as Attachment D.4. A specific DD Form 254 will be incorporated for individual orders, as required.

(2) The Contractor shall provide sufficient personnel with the required security clearances to perform the work as specified in individual orders. The personnel shall be cleared personnel in accordance with the clause entitled Security Requirements. If satisfactory security arrangements cannot be made with the contractor, the required services shall be obtained from other sources.

(3) The level of classified access required shall be indicated in the individual order. Contractor personnel not requiring a personnel security clearance, but performing Automated Data Processing (ADP) sensitive duties, are subject to investigative and assignment requirements IAW DoD 5200.2R, DoD Personnel Security Program, and affiliated regulations.

(4) The contractor shall bear the cost of any security clearances required for order performance.

(r) Commercial Software Licenses

(1) Commercial software and software documentation delivered under this contract shall be subject to the terms of this clause and the governing commercial product license, to the extent the latter is consistent with Federal law and FAR 12.212. Notwithstanding the foregoing, the commercial product license shall apply only if a copy of the license is provided with the delivered product. In the event of conflict between this clause and the commercial software product license, this clause shall govern.

(2) All software shall, as a minimum, be licensed and priced for use on a single computer or for use on any computer at a particular site.

(3) The license shall be in the name of the U. S. Government.

(4) The license shall be perpetual (also referred to as a nonexclusive, paid-up, world-wide license).

(5) Software and software documentation shall be provided with license rights no less than rights provided with the software and the software documentation when sold to the public.

(6) The license shall apply to any software changes or new releases.

(s) Accounting for Contract Services

The Office of the Assistant Secretary of the Army (Manpower and Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: https://contractormanpower.army.pentagon.mil. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including subcontractors); (6) Estimated direct labor dollars paid this reporting period (including subcontractors); (7) Total payments (including subcontractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each subcontractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and subcontractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and subcontractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each Government fiscal year and must be reported by 31 October of each calendar year. Contractors may us a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

(t) Technology Refreshments – Changes to contract catalogs will be provided for upgrades and advancements in technology for existing equipment category items that can be determined to be within the general scope of the contract. This provision also applies to catalog descendants and derivatives.

(1) After award of the contract, the contractor shall refresh existing contract catalogs with added, deleted or revised items for the contract Equipment Category CLINs in accordance with the provisions in this subpart. This subpart is not applicable to proposals for Catalog Replacements, Additions, and Deletions; New Technology; or for a change to a contract CLIN Description.

(2) Under this subpart, refreshed contract catalog items shall be subject to the provisions of paragraph B.1 (a) of the contract.

(3) The contractor agrees with respect to such catalog refreshments, that:

(i) Items shall be provided at the contractual discount governing the catalog(s) specified for the pertinent equipment category.

(ii) Items shall be compliant with the terms and conditions of the contract and with Federal laws and regulations.

(iii) Items shall be within the scope of the pertinent equipment category descriptions set forth in Part B of the contract.

(iv) Non-compliant and out-of-scope items shall be eliminated from revised catalogs for ordering purposes and shall not be purchasable under the contract.

(v) Items placed on catalog shall be temporarily removed and ordering for the items suspended within 24 hours of a challenge by the Contracting Officer that the items are non-compliant or out-of-scope.

(vi) Items determined by the Contracting Officer to be non-compliant and out-of-scope items will be permanently removed.

(vii) For orders containing non-compliant and out-of-scope items not accepted by the contractor, the contractor shall immediately notify the customer of the items that are not available for purchase.

(viii) Orders containing non-compliant and out-of-scope items accepted by the contractor for fulfillment but not shipped: contractor shall immediately pull the items from processing and notify the customer that the items are not available.

(ix) Orders containing non-compliant and out-of-scope items already shipped: contractor shall immediately provide order numbers, quantity shipped, total dollars, name, and address of customer to the Contracting Officer.

(x) Catalogs will be refreshed at a minimum of once every quarter per year during the first weeks of January, April, July, and October.

(xi) Catalog refreshments will be submitted to the Government in coordination with the update to the contractor's catalog CLIN web link.

(4) The Government reserves the right to suspend ordering under the contract for reoccurring violations of the terms of the agreement in paragraph (t)(3), above. The right of suspension is in addition to and not in substitution of any other rights of the Government under the contract.

(5) Upon the written request of the contractor proposing a catalog change that adds or deletes items, the contract shall be modified to reflect the change, subject to the following conditions:

(i) The request must notify the Contracting Officer of the effective date of a catalog change that adds items.

(ii) The addition shall be effective on the effective date of the catalog change if the addition has been published in the web-based ordering mechanism for the contract by that date; or, if the addition is published in the web-based ordering mechanism later, on the date of publication.

(iii) The request must notify the Contracting Officer of the effective date of a catalog change that deletes items.

(iv) The deletion shall be effective on the effective date of the catalog change if the deletion has been published in the web-based ordering mechanism for the contract by that date; or, if the deletion is published in the web-based ordering mechanism later, on the date of publication.

(v) The deletion shall not apply to orders issued prior to the effective date, unless the inability to deliver results from causes beyond the control and without the fault or negligence of the contractor, within the meaning of the Default clause.

(6) The written request shall:

(i) Indicate that the proposed catalog change is submitted under the authority of this subpart;

(ii) Identify the Catalog CLIN to which a proposed catalog change is related;

(iii) Identify the catalog change by unique name/publication number or similar unique identifier;

(iv) Indicate the effective date of the catalog change;

(v) Indicate the date of publication if the catalog change has been implemented by publication on the web-based ordering mechanism for the contract;

(vi) Indicate whether the catalog change has been placed in the archive on the ASCP website as required by paragraph B.1(a)(2); and

(vii) Include an electronic version of a revised Part B CLIN list reflecting the catalog change to facilitate modification of the contract. Proposed catalog changes may be aggregated by the government before effecting a modification to the contract.

(7) Notwithstanding any other provision of this subpart, the contractor has a continuing obligation over the life of the contract to provide all of the items in the CLIN Description for each of the Catalog Items CLINs.

(u) Catalog Replacements, Additions and Deletions.

(1) After award of the contract, the contractor may propose, in writing, catalog replacements, additions, and deletions. This subpart is not applicable to proposals for Technology Refreshments or New Technology. The proposed catalog replacements, additions, and deletions that are acceptable to the Government shall be modified to the contract. The proposed catalog replacements, additions, and deletions shall comply with the following conditions:

(i) Catalogs shall be subject to the provisions of paragraphs B.1 (a) of the contract.

(ii) Items from the replacement catalogs shall be proposed, at a minimum, at the contractual discount governing the catalog(s) specified for the pertinent equipment category. As part of the proposed changes, the contractor shall submit a price proposal to the Contracting Officer for evaluation. Prices will be negotiated, and the final discount of the replacement catalog items shall be as agreed to by the Government.

(iii) Items shall be compliant with the terms and conditions of the contract and with Federal laws and regulations.

(iv) Items shall be within the scope of the pertinent equipment category descriptions set forth in Part B of the contract.

(2) The change proposal shall:

(i) Provide the proposed effective date of a catalog change;

(ii) Indicate that the proposed catalog change is submitted under the authority of this subpart;

(iii) Provide the reason for the addition, replacement or deletion;

(iv) Identification of the Catalog CLIN to which a proposed catalog change is related;

(v) Identification of the catalog change by unique name/publication number or similar unique identifier;

(vi) Include an electronic version of a revised or added Part B CLIN reflecting the catalog change to facilitate modification of the contract; and

(vii) Pricing information adequate to establish the reasonableness of the proposed discount. When available, include the GSA Schedule pricing, the GSA Schedule Number, and a hyperlink, if possible.

(3) The change shall not apply until notification of approval in writing by the Procurement Contracting Officer. Proposed catalog changes may be aggregated by the Government before effecting a modification to the contract.

(4) Notwithstanding any other provision of this subpart, the contractor has a continuing obligation over the life of the contract to provide all of the items in the CLIN Description for each of the Catalog Items CLINs.

(v) New Technology – Provides for new functionality not available on the contract that can be determined to be within the general scope of the contract. A new CLIN or SLIN will be added to the contract for the addition of new technology upon Government approval. Prices will be negotiated.

(1) The Government may solicit, and the contractor is encouraged to propose independently, technology improvements for hardware, software, specifications, or other requirements of the contract. These may be proposed to save money, to improve performance, to save energy, to satisfy increased data processing requirements, or for any other valid purpose that represents an advantage to the Government. Items shall be compliant with the terms and conditions of the contract. This subpart is not applicable to proposals for Technology Refreshments or Catalog Replacements, Additions, and Deletions.

(2) As part of the proposed changes, the contractor shall submit a price proposal to the Contracting Officer for evaluation. Proposed new technology items that are acceptable to the Government will be processed as modifications to the contract. As a minimum, the following information shall be submitted by the contractor with each proposal:

(i) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;

(ii) Itemized requirements of the contract that must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;

(iii) An estimate of the changes in performance and price, if any, that will result from adoption of the proposal. An item-by-item summary of any commercial pricing of the items including a reference and a hyperlink, if possible, to the source of the commercial price. When available, include the GSA Schedule pricing, the GSA Schedule Number, and a hyperlink, if possible. The contractor may be required to provide a minimum of three competitive quotes;

(iv) An evaluation of the effects the proposed changes would have on collateral costs to the Government, such as government-furnished property costs, and costs of related items;

(v) A statement of the time by which the contract modification adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this contract including supporting rationale;

(vi) An electronic version of a revised Part B CLIN list reflecting the change to facilitate modification of the contract; and

(vii) Any effect on the contract completion time or delivery schedule shall be identified.

(3) The Government will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The contractor has a right to withdraw, in whole or in part, any proposal not accepted by the Government within the period specified in the proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract is final and not subject to the "Disputes" clause of this contract.

(4) If the Government wishes to test and evaluate any item(s) proposed, the Contracting Officer will issue written directions to the contractor specifying what item(s) will be tested, where and when the item(s) will be tested, to whom the item(s) is to be delivered, and the number of days (not to exceed 90 calendar days) that the item will be tested.

(5) The Contracting Officer may accept any proposal submitted pursuant to this clause by giving the contractor written notice thereof. This written notice will be given by issuance of a modification to this contract. Unless and until a modification is executed to incorporate a proposal under this contract, the contractor shall remain obligated to perform in accordance with the requirements, terms and conditions of the existing contract.

(6) If a proposal for technology refreshment is accepted and applied to this contract, the equitable adjustment increasing or decreasing the contract price shall be in accordance with the procedures of the “Changes” clause. The resulting contract modification will state that it is made pursuant to this clause.

(w) Mandatory Use of Contractor to Government Electronic Mail

(1) Unless exempted by the Contracting Officer in writing, communications after contract award shall be transmitted via electronic mail (e-mail). This shall include all communication between the Government and the contractor except Contract Awards, Contract Modifications, Proposals, Procurement Sensitive Information, Classified Information and Proprietary Information. Return receipt will be used if a commercial application is available. ITEC4 will announce commercial applications for these items when they are available. At that time the above items will also be sent via e-mail.

(2) The format for all communication shall be compatible with the following:

Microsoft Office Word 2003
Microsoft Office Excel 2003
Microsoft Office PowerPoint 2003 for presentation slides

(3) Files larger than 5 megabytes must use alternate means of transmission such as, File Transfer Protocol, Win fax or any Fax Modem. (Note: This includes both the text message and the attachment). If an attachment is in binary format, the number of bytes for the attachment increases by 33%. Large items can be put on disk and mailed with the Contracting Officer’s approval.

(4) A copy of all communications, with the exception of technical reports, shall be provided to the contract specialist.

(5) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

Routine Letters
Requests for Proposals under the contract
Price Issues (except contractor pricing data) Approvals/Disapprovals by the Government
Technical Evaluations of Contract Items
Clarifications
Configuration Control
Drawings (not to exceed ½ megabyte)
Revised Shipping Instructions
Change Order Directions

(6) In order to be contractually binding, all Government communications must be sent from the Contracting Officer's e-mail address and contain the /s/ symbol above the Contracting Officer's signature block. The contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from the signature authority's e-mail address.

(7) The Government reserves the right to upgrade to a more advanced commercial application at any time during the life of the Contract.

(8) Upon award, the contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this Contract.

(9) The Contracting Officer's e-mail address is: joann.underwood@us.army.mil. The Contract Specialist's e-mail address is: jeri.justice@itec4.army.mil. The Contracting Officer's Representation's e-mail address is xxxxxx.xxxxxxx@us.army.mil. The Technical Point of Contract's e-mail address will be specified on each order, as applicable.

(x) Mandatory Use of Government to Government Electronic Mail

(1) Unless exempted by the Contracting Officer in writing, communication after contract award between Government agencies shall be transmitted via electronic mail (e-mail).

(2) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

Instructions to Contract Ordering Officer
Instructions to Defense Finance Administration Services
Instructions to Defense Contract Audit Agency

(3) See Mandatory Use of Contractor to Government Electronic Mail, for further guidance.

(y) United States Forces, Korea Invited Contractors and Technical Representatives:

(1) USFK Regulation 700-19 establishes policies for United States Forces, Korea (USFK) invited contractors and technical representatives concerning their status under the United States of America and the Republic of Korea (U.S.-ROK) Status of Forces Agreement (SOFA) and the logistic support (corporate and individual) that may be provided by this command.

(2) DoD contracting offices preparing contracts to be performed in the ROK by personnel of the U.S. or third-country national contractors shall coordinate with the Assistant Chief of Staff (ACOF), Acquisition Management, HQ USFK, and the USFK sponsoring agency in accordance with Chapter 2, Section II, of this regulation.

(z) Invited Contractor Or Technical Representative Status Republic of Korea:

(1) Invited contractor or technical representative status under the U.S.-ROK SOFA is subject to the written approval of HQ USFK, ACofS, Acquisition Management.

(2) The contracting officer will coordinate with HQ USFK, ACofS, Acquisition Management, in accordance with DFARS, subpart 225.801, and USFA Reg 700-19. The ACofS, Acquisition Management, will determine the appropriate contractor status under the SOFA and notify the contracting officer of the determination.

(3) Subject to the above approval, the contractor, including their employees and lawful dependents, may be accorded such privileges and exemptions as specified in the U.S.-ROK SOFA, and implemented per USFK Reg 700-19, subject to the conditions and limitations imposed by the SOFA and this regulation. Those privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and

provided the invited contractor or technical representative status is not withdrawn by USFK. It is the responsibility of the Contracting Officer issuing the order to negotiate any SOFA privileges and compensation for those privileges between the Government and Contractor.

(4) The contractor officials and employees performing under this contract collectively and separately warrant that they are not now performing, nor will perform during the period of this contract, any contract services or otherwise engage in business activities in the ROK other than those pertaining to the U.S. armed forces.

(5) During performance of the work in the ROK required by this contract, the contractor will be governed by USFK regulations pertaining to the direct hiring and the personnel administration of Korean National employees.

(6) The authorities of the ROK will have the right to exercise jurisdiction over invited contractors and technical representatives, including officials and employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, U.S.-ROK SOFA, related Agreed Minutes and Understandings on Implementation. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. On such notification, the military authorities will have the right to exercise such jurisdiction over the persons referred to, as is conferred on them by the law of the United States.

(7) Invited contractors and technical representatives agree to cooperate fully with the USFK sponsoring agency and responsible officer on all matters pertaining to logistic support. In particular, contractors will provide prompt and accurate reporting of changes in employee status as required by this regulation to the assigned sponsoring agency. Except for contractor aircrews flying Military Airlift Command missions, all U.S. contractors performing work on United States Air Force classified contracts will report to the nearest Security Police Information Security Section for the geographical area where the contract is to be performed.

(8) Invited contractor and technical representative status will be withdrawn by USFK on—

(i) Completion or termination of the contract

(ii) Proof that the contractor or employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.

(iii) Proof that the contractor or employees are engaged in practices illegal in the ROK or are violating USFK regulations.

(9) It is agreed that the withdrawal of the invited contractor or technical representative status or any of the privileges associated herewith by the U.S. Government, will not constitute grounds for excusable delay by the contractor in the performance of the contract, nor will it justify or excuse the contractor defaulting the performance of this contract; and such withdrawal will not serve as a basis for the filing of any claims against the U.S. Government if the withdrawal is made for the reasons stated in subparagraph h, above. Under no circumstances will the withdrawal of such status or privileges be considered or construed as a breach of contract by the U.S. Government. The determination to withdraw SOFA status and privileges by USFK shall be final and binding on the parties unless it is patently arbitrary, capricious, and lacking in good faith.

(aa) Technical Representative SOFA benefits (ROK ONLY): Article I of the SOFA 14th Joint Committee Meeting allows USFK to provide benefits to technical representatives. The following benefits are conferred under this contract to those designated as technical representatives:

(1) Access to and movement between U.S. armed forces facilities and areas as provided for in Article X, Access of Vessels and Aircraft.

(2) Entry into the ROK as provided for in Article VIII, Entry and Exit.

(3) Exemption from customs duties and other such charges as provided for in Article IX, Customs and Duties.

(4) Use of non-appropriated fund organizations as provided for in Article XIII, Non-appropriated Fund Organizations.

(5) Exemption from foreign exchange controls as provided for in Article XVIII, Foreign Exchange Controls.

(6) Use of military banking facilities as provided for in Article XIX, Military Payment Certificates.

(7) Use of military post offices as provided for in Article XX, Military Post Offices.

(8) Use of utilities and services as provided for in Article VI, Utilities and Services.

(9) Exemption from the laws and regulations of the ROK with respect to terms and conditions of employment as provided for in Article XVII, Labor. (However, contractors that directly hire Korean Nationals must comply with USFK Regulation 690-1, and other applicable USFK regulations concerning the employment of Korean Nationals.)

(10) Exemption from ROK taxes as provided for in Article XIV, Taxation.

(11) Although subject to ROK criminal jurisdiction, contractor personnel shall be granted the protections as provided for in Article XXII, Criminal Jurisdiction.

(12) Licensing and registration of privately owned vehicles as provided for in Article XXIV, Vehicle and Driver's Licenses.

(ab) Logistic Support (ROK Only):

(1) Logistic support, corporate and individual, may be provided to USFK invited contractors and technical representatives only in accordance with the U.S. ROK SOFA, USFK regulations, subject to availability, and on a reimbursable basis. Based upon eligibility, individuals may be provided the below listed logistic support based on Individually Sponsored Status (unless specifically excluded by the terms of the contract).

(i) SOFA status for contractor employee (excludes employee's dependents).

(ii) Duty-free importation privileges in accordance with SOFA and USFK regulations.

(iii) DD Form 1173 (Uniformed Services Identification and Privilege Card).

(iv) USFK Form 73 (USFK Ration Control Plate) family size – one (for employee only).

(v) PX or BX privileges family size—one.

(vi) Commissary privileges (only authorized if contractor employee is going to be in the ROK for more than 60 days; family size—one).

(vii) Class VI store privileges (family size—one).

(viii) Purchase of gasoline and Petroleum, Oil, and Lubricants (POL) products at PX or BX facilities.

(ix) Military postal service privileges for personal mail only (Army post office and fleet post office).

(x) Military banking and credit union privileges.

(xi) Motor vehicle operator's permit.

(xii) Registration of one privately owned vehicle per family.

(xiii) Registration of pets and firearms.

(xiv) Medical services on a reimbursable basis.

(xv) Dental services for emergency care only on a reimbursable basis.

(xvi) Mortuary services on a reimbursable basis.

(2) To be individually sponsored for ration control purposes, the contractor employee must be in a paid status of 30 hours or more per week on this contract, and be other than local hire AND perform in ROK less than 1 year. If paid status is 29 or fewer hours per week on this contract, no support will be authorized.

(i) No support for dependents is authorized.

(ii) Local hire is defined as a U.S. or third-country national employee who is ordinarily resident in the U.S. but was hired in the ROK and has no transportation agreement with the employer.

(3) Corporation Logistic Support. USFK may provide logistic support to corporations that have been designated as invited contractors or technical representatives by HQ USFK, ACofS, Acquisition as follows:

(i) SOFA status exemptions. (See paragraph entitled, “Technical Representative SOFA Benefits (ROK Only),” above).

(ii) Use of postal facilities for corporate mail is not authorized unless authorized under individual delivery order.

(iii) All other corporate logistic support (fuel purchases and registration of company-owned vehicles authorized) must be coordinated between the contracting office and the USFK sponsoring agency and approved by the USFK sponsoring agency before contract performance in ROK.

(ac) Logistic Support (Overseas Locations Only)

(1) Upon the contractor’s request, the Government may provide logistical support to U.S. citizen contractor personnel and their dependents. The Government, in accordance with applicable regulations and controlling provisions of the intergovernmental agreement, and subject to the individual capability or limitation of the installation concerned and the approval of the installation commander, may make available within the overseas theater the following items of logistical support: Bachelor Officers Quarters (BOQ) on a space available basis; emergency and routine medical care; emergency dental care; transportation; banking privileges; auto licensing; Petroleum, Oil and Lubricants (POL); school facilities (Priority II - space available, tuition paying basis); PX and Commissary privileges; open mess; postal service; and APO and club privileges.

(2) It is agreed that the withdrawal of the invited contractor or technical representation status or any of the privileges associated therewith by the U.S. Government, shall not constitute grounds for excusable delay by the contractor in the performance of the contract, nor shall it justify or excuse the contractor defaulting in the performance of this contract; and such withdrawal shall not serve as a basis for the filing of any claims against the U.S. Government. Except, if the cause of the removal of logistical support is a result of the terms and conditions of the respective order, then the Government will be required to evaluate the situation and allow for any revisions, if feasible, to the requirements of the order. Under no circumstances will the withdrawal of such status or privileges be considered or construed as a breach of contract by the U.S. Government. The determination to withdraw the status of privileges by the Contracting Officer or other such competent U.S. Officer, will be final and binding upon the parties unless it is patently arbitrary, capricious and lacking in good faith.

(3) Conduct of Contractor Personnel: If the Contracting Officer finds it to be in the best interest of the Government, within the foreign environment in which the contractor will be performing outside the limits of the United States and its possessions, he may at any time during the performance of this contract order the contractor to remove any of his personnel from further performance under this contract for reasons of their moral character, unethical conduct, security reasons, and for violation of installation regulations. In the event that it becomes necessary to replace any contractor personnel for any of the above reasons, the contractor shall bear all costs associated with such removal including the costs for the replacement of any personnel so removed. The contractor or contractor personnel shall be responsible for the return of all logistical support items (i.e., ID cards, ration cards, POV tags and registration, POV and GOV operator's licenses, etc.) prior to departure from an overseas area of operation.

(ad) Release of News Information

No news release (including photographs and films, public announcements, denial or confirmation of same) on any part of the subject matter of this contract or any phase of any program hereunder shall be made without the prior written approval of the Contracting Officer and Program Executive Officer, Enterprise Information Systems (PEO-EIS) Public Affairs Office (PAO). See also Part C.2 (ad), DFARS clause 252.204-7000 “Disclosure of Information”.

(ae) Notice of Internet Posting of Awards.

It is the Government’s intent to electronically post the ITES-2H contracts and modifications to the ASCP web site. This does not include contractor proposals or any other proprietary information provided by contractors relevant to order performance or by Offerors in response to the ITES-2H solicitation. Posting of the awards and modifications via the Internet is in the best interest of the Government as well as the contractors. It will allow customers to view available products and prices as they develop their Independent Government Cost Estimates (IGCE) in preparation of proposed orders.

(af) Clauses Incorporated by Reference. In accordance with FAR 52.252-2, this contract incorporates the following FAR and DFARS clauses by reference:

FAR Clauses:

52.204-2 Security Requirements (AUG 1996)

52.211-15 Defense Priority and Allocation Requirements (SEP 1990): … Contractor shall follow all the requirements of the Defense Priority and Allocation System regulations (15 CFR 700).

52.216-1 Type of Contract (APR 1984): The Government contemplates an award of Indefinite-Delivery/Indefinite-Quantity (ID/IQ), fixed price and fixed price with economic price adjustment contract.

52.216-7 Allowable Cost and Payment (DEC 2002)

52.216-18 Ordering (OCT 1995): (a)...Such orders may be issued from the end of the start-up period through the 60th month after award.

52.216-19 Order Limitations (OCT 1995): (a) Minimum Order... less than $50... (b) Maximum order.... (1)...$5 million... (2)...$10 million ... (3)... three.... (d)...five...

52.216-22 Indefinite Quantity (OCT 1995): (d)...6 months after expiration of the contract term.

52.217-8 Option to Extend Services (NOV 1999): 30 days of the end of the order

52.217-9 Option to Extend the Term of the Contract (MAR 2000): within the term of the contract, 30 days, 5 years

52.219-16 Liquidated Damages -- Subcontracting Plan (JAN 1999)

52.223-3 Hazardous Material Identification and Material Safety Data (JAN 97):

(Note: In addition to the re-submissions per paragraph (e), the contractor is to provide all applicable Material Safety Data Sheets as indicated in the order.).

52.228-3 Worker's Compensation Insurance (Defense Base Act) (APR 1984)

52.228-4 Worker's Compensation and War Hazard Insurance Overseas (APR 1984)

52.228-5 Insurance – Work on a Government Installation (JAN 1997)

52.232-1 Payments (APR 1984)

52.323-7 Payments under Time-and-Materials and Labor-Hour Contract (AUG 2005) Alternate I

52.232-8 Discounts for Prompt Payment (FEB 2002)

52.232-18 Availability of Funds (APR 1984)

52.232-20 Limitation of Cost (APR 1984)

52.232-22 Limitation of Funds (APR 1984)

52.232-23 Assignment of Claims (JAN 1986)

52.232-25 Prompt Payment (OCT 2003)

52.243-1 Changes-Fixed-Price (AUG 1987) Alternate II

52.243-2 Changes-Cost-Reimbursement (AUG 1987) Alternate II

52.244-5 Competition in Subcontracting (DEC 1996)

52.244-6 Subcontracts for Commercial Items (FEB 2006)

52.246-2 Inspection of Supplies – Fixed-Price (AUG 1996)

52.246-4 Inspection of Services – Fixed-Price (AUG 1996)

52.246-15 Certificate of Conformance (APR 1984)

52.247-35 FOB Destination, within Consignee's Premises (APR 1984)

52.247-48 FOB Destination, Evidence of Shipment (FEB 1999)

52.248-1 Value Engineering (FEB 2000)

52.251-1 Government Supply Sources (APR 1984)

52.252-2 Clauses Incorporated by Reference (FEB 1998)

DFARS Clauses:

252.201-7000 Contracting Officer's Representative (DEC 2004)

252.204-7000 Disclosure of Information (DEC 1991)

252.204-7004 Alternate A (NOV 2003)

252.211-7003 Item Identification and Valuation (JUN 2005)

252-225.7005 Identification of Expenditures in the United States (JUN 2005)

252.225-7041 Correspondence in English (JUN 1997)

252.225-7043 Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (MAR 2006)

(d)…. Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from the following office: HQDA (DAMO-ODL)/ODCSOP; Telephone, DSN 225-8491 or commercial (703) 695-8491.

525.228-7000 Reimbursement for War-Hazard Losses (DEC 1991)

252.228-7003 Capture and Detention (DEC 1991)

252.251-7000 Ordering From Government Supply Sources (NOV 2004)

C.3 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (AUG 2006)

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

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

	CLAUSE #	CLAUSE TITLE	FAR REF.
X	52.203-6	Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402)	3.503-2
	52.219-3	Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).	19.1308(a)
X	52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).	19.1308(b)
	52.219-6	Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644). ___ Alternate I (Oct 1995) of 52.219-6. ___ Alternate II (Mar 2004) of 52.219-6.	19.508(c)
	52.219-7	Notice of Partial Small Business Set-Aside (June 2003)(15	19.508(d)

		U.S.C. 644). ___ Alternate I (Oct 1995) of 52.219-7. ___ Alternate II (Mar 2004) of 52.219-7.	
X	52.219-8	Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).	19.708(a)
X	52.219-9	Small Business Subcontracting Plan (Jul 2005)(15 U.S.C. 637 (d)(4)). ___ Alternate I (Oct 2001) of 52.219-9. ___ Alternate II (Oct 2001) of 52.219-9.	19.708(b)
	52.219-14	Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).	19.508(e) or 19.811-3(e)
	52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). ___ Alternate I (June 2003) of 52.219-23.	19.1104
	52.219-25	Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).	19.1204(b)
	52.219-26	Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).	19.1204(c)
	52.219-27	Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).	19.1407
X	52.222-3	Convict Labor (June 2003)(E.O. 11755).	22.202
X	52.222-19	Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).	22.1505(b)
X	52.222-21	Prohibition of Segregated Facilities (Feb 1999).	22.810(a)(1)
X	52.222-26	Equal Opportunity (Apr 2002)(E.O. 11246).	22.810(e)
X	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).	22.1310(a)(1)
X	52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).	22.1408(a)
X	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).	22.1310(b)
X	52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).	22.1605
	52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)). ___ Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).	23.406(b)
	52.225-1	Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).	25.1101(a)(1)
	52.225-3	Buy American Act –Free Trade Agreements – Israeli Trade Act (Jan 2006)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286). ___ Alternate I (Jan 2004) of 52.225-3. ___ Alternate II (Jan 2004) of 52.225-3	25.1101(b)(1)(i)
	52.225-5	Trade Agreements (Jan 2006)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).	25.1101(c)(1)

X	52.225-13	Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).	25.1103(a)
	52.226-4	Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).	26.203(b)
	52.226-5	Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5050).	26.203(c)
	52.232-29	Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).	32.206(b)(2)
	52.232-30	Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).	32.206(g)
X	52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).	32.1110(a)(1)
X	52.232-34	Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).	32.1110(a)(2)
X	52.232-36	Payment by Third Party (May 1999)(31 U.S.C. 3332).	32.1110(d)
X	52.239-1	Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).	39.107
X	52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).	47.507(a)
		X Alternate I (Apr 2003) of 52.247-64	

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

	CLAUSE #	CLAUSE TITLE	FAR REF.
__	52.222-41	Service Contract Act of 1965, As amended (Jul 2005) (41 U.S.C. 351, et seq)	22.1006(a)
__	52.222-42	Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)	22.1006(b)
__	52.222-43	Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).	22.1006(c) (1)
__	52.222-44	Fair Labor Standards Act and Service Contract Act-Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351 et seq.)	22.1006(c) (2)

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any

shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e)

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq*.)

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

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

(End of Clause)

C.4 252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items. (MAR 2006)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

	CLAUSE #	CLAUSE TITLE	FAR REF.
X	52.203-3	Gratuities (APR 1984) (10 U.S.C. 2207)	3.202

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

	CLAUSE #	CLAUSE TITLE	DFAR REF.
X	252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).	205.470
X	252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).	219.708(b)(1)(A)
	252.219-7004	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).	219.708(b)(1)(B)
	252.225-7001	Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).	225.1101(2)
X	252.225-7012	Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).	225.7002-3(a)
	252.225-7014	Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).	225.7002-3(b)(1)
	252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).	225.7002-3(c)
	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).	225.7009-4(a)
X	252.225-7021	Trade Agreements (FEB 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).	225.1101(6)
X	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).	225.7308(a)
X	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).	225.7308(b)
	252.225-7036	Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) ___ Alternate I (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).	225.1101(10)(i)
	252.225-7038	Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).	225.7006-4(b)
	252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).	226.104
X	252.227-7015	Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).	227.7102-3
X	252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).	227.7102-3(c); 227.7103-6(e)(3) 227.7104(e)(5) or 227.7203-6(f)
X	252.232-7003	Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).	232.7004
	252.237-7019	Training for Contractor Personnel Interacting with Detainees	237.171-4

		(SEP 2005) (Section 1092 of Pub. L. 108-375).	
X	252.243-7002	Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).	243.205-71
X	252.247-7023	Transportation of Supplies by Sea (MAY 2002) ____Alternate I (MAR 2000) ____Alternate II (MAR 2000) ____Alternate III (MAY 2002) (10 U.S.C. 2631).	247.573(b)(1)
X	252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).	247.573(c)

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

	CLAUSE #	CLAUSE TITLE	DFAR REF.
	252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).	225.7002-3(b)(1)
	252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).	225.7007-3
X	252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).	247.573(b)(1)
X	252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).	247.573(c)

(End of clause)

(End of Summary of Changes)