

| | | | | | | |
|---|-------------------------|--|--|---|---|---------------------------------|
| AWARD/CONTRACT | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) | | RATING | PAGE OF PAGES 1 106 | |
| 2. CONTRACT (Proc. Inst. Ident.) NO. W91QUZ-06-D-0029 | | 3. EFFECTIVE DATE 28 Apr 2006 | | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. | | |
| 5. ISSUED BY ARMY CONTRACT NG AGENCY-ITEC4 2461 EISENHOWER AVE ALEXANDRIA VA 22331-1700 | | CODE W91QUZ | 6. ADMINISTERED BY (If other than Item 5) See Item 5 | | | |
| 7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) SEMENS GOVERNMENT SERVICES, INC (b) (4) 1881 CAMPUS COMMONS DRIVE, F RST FLOOR RESTON VA 20191 | | | | 8. DELIVERY [X] FOB ORIGIN [] OTHER (See below) | | |
| | | | | 9 DISCOUNT FOR PROMPT PAYMENT | | |
| | | | | 10 SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: | | ITEM |
| CODE 0DZG1 | | FACILITY CODE | | | | |
| 11. SHIP TO/MARK FOR See Schedule | | CODE | 12. PAYMENT WILL BE MADE BY CODE | | | |
| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)() | | | | 14. ACCOUNTING AND APPROPRIATION DATA | | |
| 15A. ITEM NO. | 15B. SUPPLIES/ SERVICES | | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT |
| SEE SCHEDULE | | | | | | |
| 15G. TOTAL AMOUNT OF CONTRACT | | | | | | \$0.00 |
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| 17 [X] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return [] copies to issuing office Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein (Attachments are listed herein) | | | | 18 [] AWARD (Contractor is not required to sign this document) Your offer on Solicitation Number W91QUZ-06-R-0002 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract No further contractual document is necessary | | |
| 19A. NAME AND TITLE OF SIGNER (Type or print) | | | | 20A. NAME AND TITLE OF CONTRACTING OFFICER DIRK A. ROBINSON / CONTRACTING OFFICER TEL: 703-325-3308 EMAIL: Dirk.Robinson@itec4.army.mil | | |
| 19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign) | | 19C. DATE SIGNED | | 20B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer) | | 20C. DATE SIGNED 28-Apr-2006 |

Section A - Solicitation/Contract Form

SECTION A

**Infrastructure Modernization (IMOD) Acquisition
Supporting
Installation Information Infrastructure Modernization Program (I3MP)**

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A.1 Government's Contract Administration:

The office indicated in SF33, Block 7, will administer the basic contract. Individual orders will be administered as designated in the order.

ACA ITEC4 Contracting Office:

| | |
|---------------------------|-------------------------------------|
| IMOD Contracting Officer: | Dirk A. Robinson |
| E-mail address: | <u>Dirk.Robinson@itec4.army.mil</u> |
| Telephone number: | 703 325-3308 |
| Contract Specialist: | (b) (6) |
| E-mail address: | (b) (6) |
| Telephone number: | 703-325-3310 |
| Ombudsman: | (b) (6) |
| E-mail address: | (b) (6) |
| Telephone number: | 703-325-9760 |

Army Infrastructure Modernization (IMOD) acquisition
Installation Information Infrastructure Modernization Program

| | |
|-------------------|--------------|
| Project Lead: | (b) (6) |
| E-mail address: | (b) (6) |
| Telephone number: | 732-427-6583 |

A.2 Contractor's Contract Administration:

Contractor's Administration Office:

Address: (if different than SF33, Block 15A)

| | |
|-------------------|---------|
| Point of contact: | (b) (4) |
| Telephone number: | (b) (4) |
| E-mail address: | (b) (4) |

Authorized Contractor Representative:
(Contractual Binding/Negotiation Authority)

| | |
|-------------------|---------|
| Name and Title: | (b) (4) |
| Telephone number: | (b) (4) |
| E-mail address: | (b) (4) |

Remittance Address (SF33, Block 15C):

Electronic Funds Transfer (EFT) payment shall be made as follows:

Financial institution address: (b) (4)

Routing transit number: (b) (4)

Depositor account number: (b) (4)

A.3 Invoice Submittal Address (SF 33, Block 23):

The address for invoice submission shall be identified on each individual order. Invoice submission shall be in accordance with the respective "Invoice" clause as identified in the individual order.

A.4 Payment Office (SF 33, Block 25):

The payment office shall be identified on each individual order. The procedures for payment shall be in accordance with the respective "Payment" clause, as identified in the individual order.

CLAUSES INCORPORATED BY FULL TEXT

252.247-7023 Transportation of Supplies by Sea (MAY 2002)

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

- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
 - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
 - (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

- (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--
- (i) This contract is a construction contract; or
 - (ii) The supplies being transported are--
 - (A) Noncommercial items; or
 - (B) Commercial items that--
 - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);
 - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --
- (1) U.S.-flag vessels are not available for timely shipment;
 - (2) The freight charges are inordinately excessive or unreasonable; or
 - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --
- (1) Type, weight, and cube of cargo;
 - (2) Required shipping date;
 - (3) Special handling and discharge requirements;
 - (4) Loading and discharge points;
 - (5) Name of shipper and consignee;
 - (6) Prime contract number; and
 - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh

Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

| ITEM DESCRIPTION | CONTRACT LINE ITEMS | QUANTITY |
|---------------------|------------------------|----------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| TOTAL | _____ | _____ |

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

Section B - Supplies or Services and Prices

SECTION B**B.1 Scope.**

The contractor shall implement the Infrastructure Modernization (IMOD) Acquisition effort in support of the Installation Information Infrastructure Modernization Program (I3MP) in accordance with the scope as described in Section C and provide all of the items identified in Section B of the Schedule over the life of the contract, if required. The contract has a base period of five (5) years from 28 April 2006 through 27 April 2011, and one five-year option period 28 April 2011 through 27 April 2016.

B.2 Minimum & Maximum Amounts, Indefinite-Delivery, Indefinite Quantity (ID/IQ).

The total amount of all orders placed against all contracts, awarded from this solicitation, shall not exceed \$4,000,000,000 over a ten (10) year period of performance (60-month base period and one 60-month option period). The guaranteed minimum amount is \$10,000.00 for each contractor. The Government will issue a one-time \$10,000 fixed price order for equipment at contract award for the purposes of meeting the \$10,000 guaranteed minimum amount. The guaranteed minimum amount applies only to the base period. Individual Delivery Orders (DOs) will be awarded in accordance with Section H. The contract maximum quantity is unlimited and only restricted by the contract ceiling.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001 | CONUS FFP Engineering, Furnishing, Installation and Testing (EFI&T) in accordance with Attachment (1) that will be a Performance Work Statement (PWS), Statement of Objectives (SOO), or a Statement of Requirements (SOR) as set forth in each delivery order* and in accordance with Attachment X, Statement of Work for the Infrastructure Modernization (IMOD) Acquisition in support of the Installation Information Infrastructure Modernization Program (I3MP). | | | | |
| | *The guaranteed minimum amount is a one-time equipment order for \$10,000.00 to be placed at contract award for each contract. The guaranteed minimum applies only to the Base Year and shall be ordered under Contract Line Item 0001. FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |

 NET AMT

\$0.00

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0002 | CONUS FFP Technical and Administrative Data for Item 0001 in accordance with each delivery order PWS, SOO, or SOR as set forth in applicable delivery order Contract Data Requirement List (CDRL), DD Form 1423 FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| NET AMT | | | | | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0003 | CONUS FFP Contractor Manpower Reporting for Item 0001 in accordance with each delivery order PWS, SOO, or SOR. FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| NET AMT | | | | | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0004 | CONUS FFP Travel requirements (if required), including itinerary, will be set forth in each delivery order and negotiated accordingly. Reimbursement for travel shall be in accordance with the Joint Travel Regulations (JTR). FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| NET AMT | | | | | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0005 | CONUS FFP Other Direct Costs (ODCs) in support of Item 0001 FOB: Origin and/or Destination The guaranteed minimum amount is a one-time equipment order for \$10,000.00 to be placed at contract award for each contract. The guaranteed minimum amount applies only to the Base Year. FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| NET AMT | | | | | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|----------------|--------|
| 0006 | <p>CONUS</p> <p>COST</p> <p>Engineering, Furnishing, Installation and Testing (EFI&T) in accordance with Attachment (1) that will be a Performance Work Statement (PWS), Statement of Objectives (SOO), or Statement of Requirements (SOR) as set forth in each delivery order and in accordance with Attachment X, Statement of Work for the Infrastructure Modernization (IMOD) Acquisition in support of the Installation Information Infrastructure Modernization Program (I3MP).</p> <p>FOB: Origin</p> <p>ADDITIONAL MARKINGS: and/or Destination</p> | | | | |
| | | | | ESTIMATED COST | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|----------------|--------|
| 0007 | <p>CONUS</p> <p>COST</p> <p>Technical, Administrative and Financial Data for Item 0006 in accordance with each delivery order PWS, SOO, or SOR as set forth in applicable delivery order Contract Data Requirement List (CDRL), DD Form 1423</p> <p>FOB: Origin</p> <p>ADDITIONAL MARKINGS: and/or Destination</p> | | | | |
| | | | | ESTIMATED COST | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|----------------|--------|
| 0008 | <p>CONUS</p> <p>COST</p> <p>Contractor Manpower Reporting for Item 0006 in accordance with each delivery order PWS, SOO, or SOR.</p> <p>FOB: Origin</p> <p>ADDITIONAL MARKINGS: and/or Destination</p> | | | | |
| | | | | ESTIMATED COST | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|----------------|--------|
| 0009 | CONUS COST Travel requirements (if required), including itinerary, will be set forth in each delivery order and negotiated accordingly. Reimbursement for travel shall be in accordance with the Joint Travel Regulations (JTR). FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| | | | | ESTIMATED COST | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|----------------|--------|
| 0010 | CONUS COST Other Direct Costs (ODCs) in support of Item 0006 FOB: Origin and/or Destination FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| | | | | ESTIMATED COST | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|---------------------|--------|
| 0011 | <p>CONUS</p> <p>T&M</p> <p>Engineering, Furnishing, Installation and Testing (EFI&T) in accordance with Attachment (1) that will be a Performance Work Statement (PWS), Statement of Objectives (SOO), or a Statement of Requirements (SOR) as set forth in each delivery order and in accordance with Attachment X, Statement of Work for the Infrastructure Modernization (IMOD) Acquisition in support of the Installation Information Infrastructure Modernization Program (I3MP).</p> <p>FOB: Origin</p> <p>ADDITIONAL MARKINGS: and/or Destination</p> | | | | |
| | | | | TOT ESTIMATED PRICE | \$0.00 |
| | | | | CEILING PRICE | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|---------------------|--------|
| 0012 | <p>CONUS</p> <p>T&M</p> <p>Technical, Administrative and Financial Data for Item 0011 in accordance with each delivery order PWS, SOO, or SOR as set forth in applicable delivery order Contract Data Requirement List (CDRL), DD Form 1423</p> <p>FOB: Origin</p> <p>ADDITIONAL MARKINGS: and/or Destination</p> | | | | |
| | | | | TOT ESTIMATED PRICE | \$0.00 |
| | | | | CEILING PRICE | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------------------|--|----------|------|------------|--------|
| 0013 | CONUS T&M Contractor Manpower Reporting for Item 0011 in accordance with each delivery order PWS, SOO, or SOR. FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| TOT ESTIMATED PRICE | | | | | \$0.00 |
| CEILING PRICE | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------------------|---|----------|------|------------|--------|
| 0014 | CONUS T&M Travel requirements (if required), including itinerary, will be set forth in each delivery order and negotiated accordingly. Reimbursement for travel shall be in accordance with the Joint Travel Regulations (JTR). FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| TOT ESTIMATED PRICE | | | | | \$0.00 |
| CEILING PRICE | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|---------------------|--------|
| 0015 | CONUS T&M Other Direct Costs (ODCs) in support of Item 0011 FOB: Origin and/or Destination FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| | | | | TOT ESTIMATED PRICE | \$0.00 |
| | | | | CEILING PRICE | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0016 | OCONUS FFP Engineering, Furnishing, Installation and Testing (EFI&T) in accordance with Attachment (1) that will be a Performance Work Statement (PWS), Statement of Objectives (SOO), or a Statement of Requirements (SOR) as set forth in each delivery order and in accordance with Attachment X, Statement of Work for the Infrastructure Modernization (IMOD) Acquisition in support of the Installation Information Infrastructure Modernization Program (I3MP). FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| | | | | NET AMT | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0017 | OCONUS FFP Technical and Administrative Data for Item 0016 in accordance with each delivery order PWS, SOO, or SOR as set forth in applicable delivery order Contract Data Requirement List (CDRL), DD Form 1423 FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| NET AMT | | | | | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0018 | OCONUS FFP Contractor Manpower Reporting for Item 0016 in accordance with each delivery order PWS, SOO, or SOR. FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| NET AMT | | | | | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0019 | OCONUS FFP Travel requirements (if required), including itinerary, will be set forth in each delivery order and negotiated accordingly. Reimbursement for travel shall be in accordance with the Joint Travel Regulations (JTR). FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| NET AMT | | | | | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0020 | OCONUS FFP Other Direct Costs (ODCs) in support of Item 0016 FOB: Origin and/or Destination FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| NET AMT | | | | | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|----------------|--------|
| 0021 | <p>OCONUS</p> <p>COST</p> <p>Engineering, Furnishing, Installation and Testing (EFI&T) in accordance with Attachment (1) that will be a Performance Work Statement (PWS), Statement of Objectives (SOO), or a Statement of Requirements (SOR) as set forth in each delivery order and in accordance with Attachment X, Statement of Work for the Infrastructure Modernization (IMOD) Acquisition in support of the Installation Information Infrastructure Modernization Program (I3MP).</p> <p>FOB: Origin</p> <p>ADDITIONAL MARKINGS: and/or Destination</p> | | | | |
| | | | | ESTIMATED COST | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|----------------|--------|
| 0022 | <p>OCONUS</p> <p>COST</p> <p>Technical, Administrative and Financial Data for Item 0021 in accordance with each delivery order PWS, SOO, or SOR as set forth in applicable delivery order Contract Data Requirement List (CDRL), DD Form 1423</p> <p>FOB: Origin</p> <p>ADDITIONAL MARKINGS: and/or Destination</p> | | | | |
| | | | | ESTIMATED COST | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|----------------|--------|
| 0023 | <p>OCONUS</p> <p>COST</p> <p>Contractor Manpower Reporting for Item 0021 in accordance with each delivery order PWS, SOO, or SOR.</p> <p>FOB: Origin</p> <p>ADDITIONAL MARKINGS: and/or Destination</p> | | | | |
| | | | | ESTIMATED COST | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|----------------|--------|
| 0024 | | | | | |
| | OCONUS | | | | |
| | COST | | | | |
| | Travel requirements (if required), including itinerary, will be set forth in each individual delivery order and negotiated accordingly. Reimbursement for travel shall be in accordance with the Joint Travel Regulations (JTR). | | | | |
| | FOB: Origin | | | | |
| | ADDITIONAL MARKINGS: and/or Destination | | | | |
| | | | | ESTIMATED COST | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|----------------|--------|
| 0025 | | | | | |
| | OCONUS | | | | |
| | COST | | | | |
| | Other Direct Costs (ODCs) in support of Item 0021 | | | | |
| | FOB: Origin and/or Destination | | | | |
| | FOB: Origin | | | | |
| | ADDITIONAL MARKINGS: and/or Destination | | | | |
| | | | | ESTIMATED COST | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|---------------------|--------|
| 0026 | <p>OCONUS</p> <p>T&M</p> <p>Engineering, Furnishing, Installation and Testing (EFI&T) in accordance with Attachment (1) that will be a Performance Work Statement (PWS), Statement of Objectives (SOO), or a Statement of Requirements (SOR) as set forth in each delivery order and in accordance with Attachment X, Statement of Work for the Infrastructure Modernization (IMOD) Acquisition in support of the Installation Information Infrastructure Modernization Program (I3MP).</p> <p>FOB: Origin</p> <p>ADDITIONAL MARKINGS: and/or Destination</p> | | | | |
| | | | | TOT ESTIMATED PRICE | \$0.00 |
| | | | | CEILING PRICE | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|---------------------|--------|
| 0027 | <p>OCONUS</p> <p>T&M</p> <p>Technical, Administrative and Financial Data for Item 0026 in accordance with each delivery order PWS, SOO, or SOR as set forth in applicable delivery order Contract Data Requirement List (CDRL), DD Form 1423</p> <p>FOB: Origin</p> <p>ADDITIONAL MARKINGS: and/or Destination</p> | | | | |
| | | | | TOT ESTIMATED PRICE | \$0.00 |
| | | | | CEILING PRICE | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------------------|---|----------|------|------------|--------|
| 0028 | OCONUS T&M Contractor Manpower Reporting for Item 0026 in accordance with each delivery order PWS, SOO, or SOR. FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| TOT ESTIMATED PRICE | | | | | \$0.00 |
| CEILING PRICE | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------------------|---|----------|------|------------|--------|
| 0029 | OCONUS T&M Travel requirements (if required), including itinerary, will be set forth in each individual delivery order and negotiated accordingly. Reimbursement for travel shall be in accordance with the Joint Travel Regulations (JTR). FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| TOT ESTIMATED PRICE | | | | | \$0.00 |
| CEILING PRICE | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------------------|--|----------|------|------------|--------|
| 0030 | OCONUS T&M Other Direct Costs (ODCs) in support of Item 0026 FOB: Origin and/or Destination FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| TOT ESTIMATED PRICE | | | | | \$0.00 |
| CEILING PRICE | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|------------|--------|
| 0101 OPTION | CONUS FFP Engineering, Furnishing, Installation and Testing (EFI&T) in accordance with Attachment (1) that will be a Performance Work Statement (PWS), Statement of Objectives (SOO), or a Statement of Requirements (SOR) as set forth in each delivery order and in accordance with Attachment X, Statement of Work for the Infrastructure Modernization (IMOD) Acquisition in support of the Installation Information Infrastructure Modernization Program (I3MP). FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| NET AMT | | | | | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|------------|--------|
| 0102 OPTION | CONUS FFP Technical and Administrative Data for Item 0101 in accordance with each delivery order PWS, SOO, or SOR as set forth in applicable delivery order Contract Data Requirement List (CDRL), DD Form 1423 FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| NET AMT | | | | | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|------------|--------|
| 0103 OPTION | CONUS FFP Contractor Manpower Reporting for Item 0101 in accordance with each delivery order PWS, SOO, or SOR. FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| NET AMT | | | | | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|------------|--------|
| 0104 OPTION | CONUS FFP Travel requirements (if required), including itinerary, will be set forth in each delivery order and negotiated accordingly. Reimbursement for travel shall be in accordance with the Joint Travel Regulations (JTR). FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| NET AMT | | | | | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|------------|--------|
| 0105 OPTION | CONUS FFP Other Direct Costs (ODCs) in support of Item 0101 FOB: Origin and/or Destination FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| NET AMT | | | | | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|----------------|--------|
| 0106 OPTION | CONUS COST Engineering, Furnishing, Installation and Testing (EFI&T) in accordance with Attachment (1) that will be a Performance Work Statement (PWS), Statement of Objectives (SOO), or a Statement of Requirements (SOR) as set forth in each delivery order and in accordance with Attachment X, Statement of Work for the Infrastructure Modernization (IMOD) Acquisition in support of the Installation Information Infrastructure Modernization Program (I3MP). FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| | | | | ESTIMATED COST | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|----------------|--------|
| 0107 OPTION | CONUS COST Technical, Administrative and Financial Data for Item 0106 in accordance with each delivery order PWS, SOO, or SOR as set forth in applicable delivery order Contract Data Requirement List (CDRL), DD Form 1423 FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| | | | | ESTIMATED COST | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|----------------|--------|
| 0108 OPTION | CONUS COST Contractor Manpower Reporting for Item 0106 in accordance with each delivery order PWS, SOO, or SOR. FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| | | | | ESTIMATED COST | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|----------------|--------|
| 0109 OPTION | CONUS COST Travel requirements (if required), including itinerary, will be set forth in each delivery order and negotiated accordingly. Reimbursement for travel shall be in accordance with the Joint Travel Regulations (JTR). FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| | | | | ESTIMATED COST | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|----------------|--------|
| 0110 OPTION | CONUS COST Other Direct Costs (ODCs) in support of Item 0106 FOB: Origin and/or Destination FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| | | | | ESTIMATED COST | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|---------------------|--------|
| 0111 OPTION | CONUS T&M Engineering, Furnishing, Installation and Testing (EFI&T) in accordance with Attachment (1) that will be a Performance Work Statement (PWS), Statement of Objectives (SOO), or a Statement of Requirements (SOR) as set forth in each delivery order and in accordance with Attachment X, Statement of Work for the Infrastructure Modernization (IMOD) Acquisition in support of the Installation Information Infrastructure Modernization Program (I3MP). FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| | | | | TOT ESTIMATED PRICE | \$0.00 |
| | | | | CEILING PRICE | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|---------------------|--------|
| 0112 OPTION | CONUS T&M Technical, Administrative and Financial Data for Item 0111 in accordance with each delivery order PWS. SOO, or SOR as set forth in applicable delivery order Contract Data Requirement List (CDRL), DD Form 1423 FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| | | | | TOT ESTIMATED PRICE | \$0.00 |
| | | | | CEILING PRICE | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------------------|--|----------|------|------------|--------|
| 0113 OPTION | CONUS T&M Contractor Manpower Reporting for Item 0111 in accordance with the individual delivery order PWS, SOO, or SOR. FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| TOT ESTIMATED PRICE | | | | | \$0.00 |
| CEILING PRICE | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------------------|---|----------|------|------------|--------|
| 0114 OPTION | CONUS T&M Travel requirements (if required), including itinerary, will be set forth in each delivery order and negotiated accordingly. Reimbursement for travel shall be in accordance with the Joint Travel Regulations (JTR). FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| TOT ESTIMATED PRICE | | | | | \$0.00 |
| CEILING PRICE | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------------------|---|----------|------|------------|--------|
| 0115 OPTION | CONUS T&M Other Direct Costs (ODCs) in support of Item 0111 FOB: Origin and/or Destination FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| TOT ESTIMATED PRICE | | | | | \$0.00 |
| CEILING PRICE | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|------------|--------|
| 0116 OPTION | OCONUS FFP Engineering, Furnishing, Installation and Testing (EFI&T) in accordance with Attachment (1) that will be a Performance Work Statement (PWS), Statement of Objectives (SOO), or a Statement of Requirements (SOR) as set forth in each delivery order and in accordance with Attachment X, Statement of Work for the Infrastructure Modernization (IMOD) Acquisition in support of the Installation Information Infrastructure Modernization Program (I3MP). FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| NET AMT | | | | | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|------------|--------|
| 0117 OPTION | OCONUS FFP Technical and Administrative Data for Item 0116 in accordance with each delivery order PWS, SOO, or SOR as set forth in applicable delivery order Contract Data Requirement List (CDRL), DD Form 1423 FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| NET AMT | | | | | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|------------|--------|
| 0118 OPTION | OCON US FFP Contractor Manpower Reporting for Item 0116 in accordance with each delivery order PWS, SOO, or SOR. FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| NET AMT | | | | | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|------------|--------|
| 0119 OPTION | OCONUS FFP Travel requirements (if required), including itinerary, will be set forth in each delivery order and negotiated accordingly. Reimbursement for travel shall be in accordance with the Joint Travel Regulations (JTR). FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| NET AMT | | | | | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|------------|--------|
| 0120 OPTION | OCONUS FFP Other Direct Costs (ODCs) in support of Item 0116 FOB: Origin and/or Destination FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| NET AMT | | | | | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|----------------|--------|
| 0121 OPTION | OCONUS COST Engineering, Furnishing, Installation and Testing (EFI&T) in accordance with Attachment (1) that will be a Performance Work Statement (PWS), Statement of Objectives (SOO), or a Statement of Requirements (SOR) as set forth in each delivery order and in accordance with Attachment X, Statement of Work for the Infrastructure Modernization (IMOD) Acquisition in support of the Installation Information Infrastructure Modernization Program (I3MP). FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| | | | | ESTIMATED COST | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|----------------|--------|
| 0122 OPTION | OCONUS COST Technical, Administrative and Financial Data for Item 0121 in accordance with each delivery order PWS, SOO, or SOR as set forth in applicable delivery order Contract Data Requirement List (CDRL), DD Form 1423 FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| | | | | ESTIMATED COST | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|----------------|--------|
| 0123 OPTION | OCONUS COST Contractor Manpower Reporting for Item 0121 in accordance with each delivery order PWS, SOO, or SOR. FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| | | | | ESTIMATED COST | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|----------------|--------|
| 0124 OPTION | OCONUS COST Travel requirements (if required), including itinerary, will be set forth in each delivery order and negotiated accordingly. Reimbursement for travel shall be in accordance with the Joint Travel Regulations (JTR). FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| | | | | ESTIMATED COST | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|----------------|--------|
| 0125 OPTION | OCONUS COST Other Direct Costs (ODCs) in support of Item 0121 FOB: Origin and/or Destination FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| | | | | ESTIMATED COST | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------------------|--|----------|------|------------|--------|
| 0126 OPTION | OCONUS T&M Engineering, Furnishing, Installation and Testing (EFI&T) in accordance with Attachment (1) that will be a Performance Work Statement (PWS), Statement of Objectives (SOO), or a Statement of Requirements (SOR) as set forth in each delivery order and in accordance with Attachment X, Statement of Work for the Infrastructure Modernization (IMOD) Acquisition in support of the Installation Information Infrastructure Modernization Program (I3MP). FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| TOT ESTIMATED PRICE | | | | | \$0.00 |
| CEILING PRICE | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------------------|---|----------|------|------------|--------|
| 0127 OPTION | OCONUS T&M Technical, Administrative and Financial Data for Item 0126 in accordance with each delivery order PWS. SOO, or SOR as set forth in applicable delivery order Contract Data Requirement List (CDRL), DD Form 1423 FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| TOT ESTIMATED PRICE | | | | | \$0.00 |
| CEILING PRICE | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------------------|---|----------|------|------------|--------|
| 0128 OPTION | OCONUS T&M Contractor Manpower Reporting for Item 0126 in accordance with each delivery order PWS, SOO, or SOR. FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| TOT ESTIMATED PRICE | | | | | \$0.00 |
| CEILING PRICE | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------------------|--|----------|------|------------|--------|
| 0129 OPTION | OCONUS T&M Travel requirements (if required), including itinerary, will be set forth in each delivery order and negotiated accordingly. Reimbursement for travel shall be in accordance with the Joint Travel Regulations (JTR). | | | | |
| TOT ESTIMATED PRICE | | | | | \$0.00 |
| CEILING PRICE | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------------------|--|----------|------|------------|--------|
| 0130 OPTION | OCONUS T&M Other Direct Costs (ODCs) in support of Item 0126 FOB: Origin and/or Destination FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| TOT ESTIMATED PRICE | | | | | \$0.00 |
| CEILING PRICE | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0131 | FFP FOB: Origin ADDITIONAL MARKINGS: and/or Destination | | | | |
| NET AMT | | | | | \$0.00 |

CLAUSES INCORPORATED BY REFERENCE

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or JAN 1997
Improper Activity

CLAUSES INCORPORATED BY FULL TEXT

52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-
HOUR CONTRACTS) (MAY 2004)

(a) Government-furnished property.

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss. (1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use,

protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) Upon loss or destruction of, or damage to, Government property provided under this contract, the Contractor shall so notify the Contracting Officer and shall communicate with the loss and salvage organization, if any, designated by the Contracting Officer. With the assistance of any such organization, the Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Government property disposal. Except as provided in paragraphs (i)(1)(i), (i)(2), and (i)(8)(i) of this clause, the Contractor shall not dispose of Government property until authorized to do so by the Plant Clearance Officer.

(1) Scrap.

(i) Contractor with an approved scrap procedure.

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing, the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that--

(1) Requires demilitarization;

(2) Is a classified item;

(3) Is generated from classified items;

(4) Contains hazardous materials or hazardous wastes;

(5) Contains precious metals; or

(6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap.

(2) Pre-disposal requirements. When the Contractor determines that a property item acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, is no longer needed for performance of this contract, the Contractor, in the following order of priority:

(i) May purchase the property at the **acquisition** cost.

(ii) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(iii) Shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not purchased under paragraph (i)(2)(i) of this clause, could not be returned to a supplier, or could not be used in the performance of other Government contracts.

(3) Inventory disposal schedules. (i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify--

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of that contract; and

(B) Property acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, that is no longer required for performance of that contract.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for--

(A) Special test equipment with commercial components;

(B) Special test equipment that does not contain commercial components;

(C) Printing equipment;

(D) Computers, components thereof, peripheral equipment, and related equipment;

(E) Precious Metals;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) Property with the same description, condition code, and reporting location may be grouped in a single line item. The Contractor shall describe special test equipment in sufficient detail to permit an understanding of the special test equipment's intended use.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than--

(i) Thirty days following the Contractor's determination that a Government property item is no longer required for performance of the contract;

(ii) Sixty days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) One hundred twenty days, or such longer period as may be approved by the Plant Clearance Officer, following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may require the Contractor to correct an inventory disposal schedule or may reject a schedule if the property identified on the schedule is not accountable under this contract or is not in the quantity or condition indicated.

(6) Postsubmission adjustments. The Contractor shall provide the Plant Clearance Officer at least 10 working days advance written notice of its intent to remove a property item from an approved inventory disposal schedule. Unless the Plant Clearance Officer objects to the intended schedule adjustment within the notice period, the Contractor may make the adjustment upon expiration of the notice period.

(7) Storage. (i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to provide disposal instructions within 120 days following acceptance of an inventory disposal schedule, might entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises at which the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility must be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability under this contract for such property.

(8) Disposition instructions. (i) If the Government does not provide disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Government property as directed by the Plant Clearance Officer. The Contractor shall remove and destroy any markings identifying the property as Government property prior to disposing of the property.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. Any equitable adjustment incident to the Contracting Officer's direction to demilitarize Government property shall be made in accordance with paragraph (h) of this clause.

(9) Disposal proceeds. The Contractor shall credit the net proceeds from the disposal of Government property to the cost of work covered by this contract, or to the Government as directed by the Contracting Officer.

(10) Subcontractor inventory disposal schedules. The Contractor shall require a subcontractor that is using property accountable under this contract at a subcontractor-managed site to submit inventory disposal schedules to the Contractor in sufficient time for the Contractor to comply with the requirements of paragraph (i)(4) of this clause.

(j) Abandonment of Government property.

(1) The Government will not abandon sensitive Government property without the Contractor's written consent;

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place at which time all obligations of the Government regarding such abandoned property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

SECTION B

B.4 Phase-In.

There will be no Phase-In period under this IDIQ Contract.

B.5 Service Contract Act.

This IDIQ contract and all subsequent delivery orders issued under the contract have been determined to be exempt from the requirements of the Service Contract Act. If, at a later date, the Department of Labor determines that the exemption is inapplicable, the contract will become subject to the Service Contract Act effective the date of the DOL determination. Corrective procedures as outlined in 29 CFR Part 4.5(c)(2) will be followed to modify the contract accordingly.

B.6 Unique Identification (UID).

All UID Requirements for this IDIQ Contract and all subsequent delivery orders issued under the contract are identified in the Statement of Work for the Infrastructure Modernization (IMOD) Acquisition in support of the Installation Information Infrastructure Modernization Program (I3MP), Attachment 1 in Section J.

B.7 National Stock Numbers.

(a) Unless otherwise authorized by the Contracting Officer, in writing, the Contractor shall not deliver any supplies until the supplies have been marked with a National Stock Number. The Government will furnish all available National Stock Numbers. If the Government in time to meet the delivery schedule for the supplies does not furnish National Stock Numbers, the Contractor may present the supplies that are scheduled for delivery to the Contracting Officer for acceptance. The Contracting Officer may accept such supplies without National Stock Numbers and the Government will pay the Contractor therefore, provided, that title to the supplies is vested in the Government.

(b) The term "Federal Stock Number" (FSN), which may be referred to in the specifications of this contract or elsewhere in this contract, shall mean "National Stock Number" (NSN), and the term "Federal Item Identification Number", wherever it appears, shall mean "National Item Identification Number."

(As used in the foregoing clause, the term "Contracting Officer" shall mean the "Administrative Contracting Officer" (ACO) with respect to provisioned items and other supplies ordered by the ACO.)

Section C - Descriptions and Specifications

SECTION C

Section C – Description/Specifications

C1. The Contractor shall provide the supplies and/or services as stated in the Performance Work Statement (PWS), Statement of Objectives (SOO), or Statement of Requirements (SOR) as set forth in each delivery order and in accordance with the Attachment 1, Statement of Work for the Infrastructure Modernization (IMOD) Acquisition in support of the Installation Information Infrastructure Modernization Program (I3MP).

Section D - Packaging and Marking

SECTION D

Section D -

D.1 Packaging and Marking of Reports.

(a) 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 to the intended destination. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

(b) All containers, data, and correspondence submitted to the Delivery Ordering Contracting Officer of Delivery Order Contracting Officer's Representative 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:

- (1) Name and business address of contractor.
- (2) Contract Number/Delivery Order number.
- (3) Itemized list of contents including quantity and CLIN.
- (4) Consignee's name, title, address and telephone number
- (5) Package number of multiple package (e.g., 1 of 5, 2 of 5 etc.)
- (6) Name, code and activity of sponsoring individual.

Section E - Inspection and Acceptance

SECTION E**Section E – Inspection and Acceptance****E.1 Inspection and Acceptance Criteria.**

a. Final inspection and acceptance of all work, performance, reports and other deliverables under this contract shall be performed at the location specified in each Individual Delivery Order (DO). Each order will also designate the individual responsible for inspection and acceptance.

The basis for acceptance shall be in compliance with the requirements set forth in the DOs and other terms and conditions of the contract. Deliverable items or rejected work performed under resulting DOs shall be corrected in accordance with the applicable clauses.

Items 0001, 0003, 0004, 0005, 0006, 0008, 0009, 0010, 0011, 0013, 0014, 0015, 0016, 0018, 0019, 0020, 0021, 0023, 0024, 0025, 0026, 0028, 0029, 0030, Option Items 0101, 0103, 0104, 0105, 0106, 0108, 0109, 0110, 0111, 0113, 0114, 0115, 0116, 0118, 0119, 0120, 0121, 0123, 0124, 0125, 0126, 0128, 0129 and 0130 -

Items 0002, 0007, 0012, 0017, 0022, 0027, Option Items 0102, 0107, 0112, 0117, 0122 and 0127

E.2 The following contract clauses are hereby incorporated by reference:

Number Title & Date

| | |
|--------------|---|
| 52.246-2 | INSPECTION OF SUPPLIES – FIXED-PRICE (AUG 1996) |
| 52.246-3 | INSPECTION OF SUPPLIES – COST-REIMBURSEMENT (MAY 2001) |
| 52.246-4 | INSPECTION OF SERVICES – FIXED-PRICE (AUG 1996) |
| 52.246-5 | INSPECTION OF SERVICES – COST-REIMBURSEMENT (APR 1984) |
| 52.246-6 | INSPECTION - TIME AND MATERIAL AND LABOR HOUR (MAY 2001) |
| 52.246-9 | INSPECTION OF RESEARCH AND DEVELOPMENT- (Short form) (APR 1984) |
| 52.246-15 | CERTIFICATE OF CONFORMANCE (APR 1984) |
| 52.246-16 | RESPONSIBILITY FOR SUPPLIES (APR 1984) |
| 252.246-7000 | MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003) |

E.3 Inspection and Acceptance (Destination).

Items 0001, 0003, 0004, 0005, 0006, 0008, 0009, 0010, 0011, 0013, 0014, 0015, 0016, 0018, 0019, 0020, 0021, 0023, 0024, 0025, 0026, 0028, 0029, 0030, Option Items 0101, 0103, 0104, 0105, 0106, 0108, 0109, 0110, 0111, 0113, 0114, 0115, 0116, 0118, 0119, 0120, 0121, 0123, 0124, 0125, 0126, 0128, 0129 and 0130 -

The supplies and/or services to be provided hereunder, as identified in each individual delivery order, shall be delivered and performed F.O.B. Origin and/or Destination as specified in each individual delivery order.

Items 0002, 0007, 0012, 0017, 0022, 0027, Option Items 0102, 0107, 0112, 0117, 0122 and 0127 -

The Technical, Administrative and Financial Data to be provided hereunder, as identified in each individual delivery order, shall be delivered and performed in accordance with the individual delivery order PWS, SOO, or SOR as set forth in applicable delivery order Contract Data Requirement List (CDRL), DD Form 1423.

(a) Inspection and acceptance of the supplies and/or services to be provided hereunder, shall be performed at origin and/or destination by: As specified in each delivery order.

(b) Acceptance of all Contract Line Items (CLINs)/SubCLINs shall be made by signature of the accepting authority on a DD Form 250, Material Inspection and Receiving Report. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

E.4 Inspection And Acceptance of Technical Data And Information.

The Procuring Contracting Officer (PCO) or the duly authorized representative, as identified in each delivery order, will perform inspection and acceptance of technical data and information. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) or the individual delivery order incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO or the duly authorized representative, as identified in each delivery order.

E.5 Special Distribution of DD FORM 250.

The Material Inspection and Receiving Report (MIRR) (DD Form 250) required to be furnished by the provision of the clause elsewhere herein entitled "Material Inspection and Receiving Report" shall be distributed by the contractor in accordance with Tables 1 and 2 of Part 4 of the DoD FAR Supplement Appendix F, "Material Inspection and Receiving Report." The addresses required for special distribution in accordance with Table 2 and any additional distribution are as follows:

Addresses of special distribution recipients of the MIRR which are not specified in DFARS Appendix F, Table 2 (F-401) are as follows:

Item Special Distribution (DD Form 250)

As specified in each delivery order.

CLAUSES INCORPORATED BY REFERENCE

| | | |
|----------|--|----------|
| 52.246-2 | Inspection Of Supplies--Fixed Price | AUG 1996 |
| 52.246-3 | Inspection Of Supplies Cost-Reimbursement | MAY 2001 |
| 52.246-4 | Inspection Of Services--Fixed Price | AUG 1996 |
| 52.246-5 | Inspection Of Services Cost-Reimbursement | APR 1984 |
| 52.246-6 | Inspection--Time-And-Material And Labor-Hour | MAY 2001 |

| | | |
|--------------|---|----------|
| 52.246-9 | Inspection Of Research And Development (Short Form) | APR 1984 |
| 52.246-15 | Certificate of Conformance | APR 1984 |
| 52.246-16 | Responsibility For Supplies | APR 1984 |
| 252.246-7000 | Material Inspection And Receiving Report | MAR 2003 |

Section F - Deliveries or Performance

SECTION F**Section F – Deliveries or Performance**

F.1 The following contract clauses are hereby incorporated by reference:

| <u>Number</u> | <u>Title & Date</u> |
|---------------|---|
| 52.211-11 | LIQUIDATED DAMAGES - SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000) |
| 52.242-15 | STOP WORK ORDER (AUG 1989) |
| 52.242-15 I | STOP WORK ORDER (AUG 1989) ALTERNATE I (APR 1984) |
| 52.247-29 | F.O.B. ORIGIN (JUN 1988) |
| 52.247-34 | F.O.B. DESTINATION (NOV 1991) |
| 52.246-5 | F.O.B. POINT FOR DELIVERY OF GOVERNMENT FURNISHED PROPERTY (JUN 2003) |
| 252.247-7024 | NOTICE OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) |

F.2 Period of Performance.

(a) The contract shall commence on 28 April 2006 and shall continue for a base period of 5 years (60 months) with an option period for an additional 5 years (60 months), if exercised in accordance with the option clauses contained herein.

(b) If FAR Clause 52.216-18, "Ordering" (OCT 1995), is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

F.3 Minimum Quantities.

As referred to in paragraph (b) of FAR Clause 52.216-22 "Indefinite Quantity" (of this contract (Section I), the contract minimum quantity is a one-time order for equipment of \$10,000.00 to be placed as soon as practicable after award; the maximum quantity is unlimited and only restricted by the contract ceiling.

F.4 Technical Data and Information.

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit or other requirements:

As specified in each delivery order.

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item or in accordance with other requirements specified in each delivery order. Complete

addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423 or in accordance with other requirements specified in each individual delivery order.

As specified in each delivery order.

- (b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423 or is in accordance with other requirements specified in the delivery order.
- (c) The Government review period provided on the DD Form 1423 or in accordance with other requirements specified in each delivery order for each item commences upon receipt of all required data by the technical activity designated in Block 6.
- (d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes and the technical activity responsible for the data item as specified on the DD Form 1423 or in accordance with other requirements specified in each delivery order.
- (e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.
- (f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection from the Government.
- (g) DD Form 1423, Block 14 and Technical Data Mailing Addresses:

As specified in each delivery order.

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------------|---|----------|
| 52.211-11 | Liquidated Damages--Supplies, Services, or Research and Development | SEP 2000 |
| 52.242-15 | Stop-Work Order | AUG 1989 |
| 52.242-15 Alt I | Stop-Work Order (Aug 1989) - Alternate I | APR 1984 |
| 52.247-29 | F.O.B. Origin | FEB 2006 |
| 52.247-34 | F.O.B. Destination | NOV 1991 |
| 52.247-55 | F.O.B. Point For Delivery Of Government-Furnished Property | JUN 2003 |
| 252.247-7024 | Notification Of Transportation Of Supplies By Sea | MAR 2000 |

Section G - Contract Administration Data

SECTION GSection G – Contract Administration Data**G.1 Post Award Conference.**

The contractor shall attend a Post-Award Conference convened by the contracting activity at a site to be determined in Accordance with Federal Requisition Regulation Subpart 42.5. The contractor shall attend this Post-Award Conference at no additional cost to the Government under this contract.

G.2 Points of Contact.

- (a) The Technical Point of Contact (TPOC) will be defined in each delivery order.
- (b) The TPOC will provide technical direction and discussion, as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance.
- (c) The TPOC is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery order). When, in the opinion of the contractor, the TPOC requests any of the aforementioned changes, the contractor shall promptly notify the Contracting Officer (or ordering officer for delivery orders) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer (or ordering officer) has issued a modification to the contract (or delivery order).

G.3 Submission and Payment of Invoices.

- (a) The contractor shall submit a proper invoice in accordance with Section I, FAR clause 52.232-25 "Prompt Payment." Invoices shall be submitted in accordance with Section I, DFARS clause 252.232-7003 "Electronic Submission of Payment Requests."
- (b) Invoice submission and payment shall be in accordance with the respective "Payment" clause and other clauses and instructions depending on the respective contract type, as identified in individual delivery orders.
 - (1) Fixed Price invoices shall be submitted pursuant to Section I, FAR clause 52.232-1, "Payments."
 - (2) Time and Materials invoices shall be submitted pursuant to Section I, FAR clause 52.232-7, "Payments under Time and Material and Labor Hour contracts."
 - (3) Cost-Reimbursement invoices shall be submitted pursuant to Section I, FAR clause 52.216-7, "Allowable Cost and Payment."
- (c) Payment of Invoices. The contractor shall provide the proper invoice and receiving report in accordance with Section I, DFARS clause 252.232-7003 "Electronic Submission of Payment Requests." Payment will be made by the payment office designated in the individual delivery order. The Government payment office will not make disbursement to the contractor without evidence of receipt and acceptance or certification of the items invoiced from either the Order COR, Project Lead or other government representative as indicated in the individual delivery order.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

☒ a separate invoice for each activity designated to receive the supplies or services for each CLIN and/or SLIN.

a consolidated invoice covering all shipments delivered under an individual order.

either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

(g) Contractor's failure to comply with the instructions above will render the invoice as improper, and resubmission of the invoice will be required in order to obtain invoice payment.

(h) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

(1) Contract line item number(s) (CLIN(s)).

(2) Subline item number(s) (SLIN(s)).

(3) Accounting Classification Reference Number(s) (ACRN(s)).

(4) Payment terms.

(5) Procuring activity.

(6) Date supplies provided or services performed.

(7) Costs incurred and allowable under the contract.

(8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided.

(i) A DD Form 250, "Material Inspection and Receiving Report".

☒ is required with each invoice submittal.

is required only with the final invoice.

is not required.

(j) A Certificate of Performance

shall be provided with each invoice submittal.

☒ is not required.

(k) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(l) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

(m) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The contractor shall provide an English translation if the vendor invoice is written in a foreign language.

(n) A copy of every invoice shall also be provided to the individual listed below, at the address shown: Ethan J. Mueller, 2461 Eisenhower Avenue, Alexandria, VA 22331-1700. In addition, a copy of the final invoice shall be provided to either the Contracting Officer Technical Representative (COTR) or the Project Lead as identified in each order.

G.4 Instructions to Paying Office.

(a) Invoices submitted for payment, which do not contain contract line item number (CLIN) (or subline item number (SLIN), if any) and the accounting classification references number (ACRN) information, will be returned for correction.

(b) The disbursement of funds will be by the CLIN/SLIN/ACRN designation or when multiple ACRNs are used, disbursements will be prorated in proportion to the unliquidated balance within a CLIN or SLIN, if assigned.

G.5 Contract Administration Data.

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to:

IMOD Contracting Officer: Dirk A. Robinson
SFCA-IT-A
Army Contracting Agency (ACA),
Information Technology E-Commerce and Commercial Contracting Center (ITEC4)
2461 Eisenhower Avenue, Room 284
Alexandria, VA 22331-1700

Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are: None.

(b) PCO Quality Assurance Representative. Any quality assurance questions, comments, problems, recommendations, which cannot be resolved by Quality Assurance Representative (QAR) level should be communicated to the Procuring Contracting Officer (PCO) designated below:

IMOD Contracting Officer: Dirk A. Robinson
SFCA-IT-A
Army Contracting Agency (ACA),
Information Technology E-Commerce and Commercial Contracting Center (ITEC4)
2461 Eisenhower Avenue, Room 284
Alexandria, VA 22331-1700

Paying Office. The disbursing office that will make payments will be designated

in each delivery order.

Section H - Special Contract Requirements

SECTION H

Section H – Special Contract Requirements

H.1 Order of Precedence

The contractor's final proposal submitted in response to Solicitation No. W91QUZ-06-R-0002 and as revised through discussions, responses to Government IFNs, and as detailed in the contractor's Final Proposal Revision is hereby incorporated by reference into this contract.

In the event of an inconsistency between the terms and conditions of this contract, the contractors contract proposal, resultant Delivery Orders (DOs), and the contractor DO proposals, the inconsistency shall be resolved by giving precedence in the following order:

- (a) The contract:
- (b) The DOs, excluding the contractor contract and DO proposals;
- (c) The contractor contract and DO proposals.

H.2 Mandatory use of Contractor to Government Electronic Mail.

(a) Unless exempted by the Contracting Officer (KO), communications after contract award shall be transmitted via electronic mail (e-mail). This shall include all communication between the Government and the contractor except Classified Information. Return receipt will be used if a commercial application is available.

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

Microsoft Word 2000 (Not to exceed 20 pages or ½ megabyte).
 Microsoft Excel 2000 (Not to exceed ½ megabyte).
 Microsoft PowerPoint 2000 for presentation slides.

(c) Files larger than 2 megabytes must use alternate means of transmission. (Note: This includes both the text message and the attachment). Large files can be submitted in disk format and mailed with the Contracting Officer's approval.

(d) In addition to the KO, a copy of all communications shall be provided to the Contract Specialist.

(e) 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/Disapproval's by the Government

Technical Evaluations of Contract Items

Clarifications

Configuration Control

Drawings (not to exceed ½ megabyte)

Revised Shipping Instructions

Change Order Directions

(f) In order to be contractually binding, all Government communications must be sent from the KO's e-mail address and contain the /s/ symbol above the KO'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 (see Section A, A.3)

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

H.3 Notice of Internet Posting of Awards.

It is the Government's intent to electronically post the IMOD contracts and modifications, orders issued under the contracts, and all order modifications to the designated IMOD web site (<http://www.eis.army.mil>). This does not include contractor proposals or any other proprietary information provided by contractors relevant to performance of this contract. 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 Government customers and contracting activities as well as contractors to access this site in order to preview the types of efforts that have been accomplished under the IMOD contracts. This clause does not commit the Government to utilize an IMOD website or post all IMOD contract documentation inclusive of the IMOD contract, modifications, orders and order modifications on such a website. The Government may choose not to utilize such a website at any point prior to or after contract award if it is deemed to be in the Government's best interest.

H.4 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 Section I, DFARS clause 252.204-7000 "Disclosure of Information."

H.5 Work on a Government Installation.

In performing work under this contract on a Government installation or in a Government building, the contractor shall:

(1) Obtain and maintain the minimum kinds and amounts of insurance specified in Section I Insurance clauses that are applicable to each Delivery Order (DO).

(2) Conform to the specific safety requirements established by this contract and each DO.

(3) Comply with the safety rules of the Government installation that concern related activities not directly addressed in this contract.

(4) Take all reasonable steps and precautions to prevent accidents and preserve the life and health of contractor and Government personnel connected in any way with performance under this contract.

(5) Take such additional immediate precautions as the Contracting Officer may reasonably require for safety and accident prevention purposes.

H.6 Insurance.

In accordance with the Section I, FAR clause 52.228-5, "Insurance - Work on a Government Installation" (Fixed Price Orders) or FAR 52.228-7, "Insurance--Liability to Third Persons" (Cost Orders) and this schedule, during the entire performance period of this contract, the Contractor shall acquire and maintain insurance of at least the following kinds and minimum amounts set forth below:

(1) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation 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) Comprehensive General Liability Insurance: \$200,000 per person and \$500,000 per occurrence.

(3) Automobile Liability Insurance: \$200,000 per person and \$500,000 per occurrence for bodily injury and \$50,000 per occurrence for property damage.

(4) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

H.7 Security Requirement.

(a) The Government may require security clearances of at least Secret and up to Top Secret, Specialized Compartmentalized Information, for performance of any DO under this contract. A DO specific DD Form 254 will be incorporated for each DO, as required. The levels of security clearance and number of personnel required for each level are unknown.

(b) The Contractor shall provide sufficient personnel with the required security clearances to perform the work as specified in each DO. The personnel shall be cleared personnel in accordance with the clause in Section I, "Security Requirements". If satisfactory security arrangements cannot be made with the Contractor, the required services shall be obtained from other sources.

(c) The level of classified access required shall be indicated in each DO. 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.

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

H.8 Travel.

(a) Contractor personnel may be required to travel to support the requirements of this contract and as stated in each DO. Long distance and local travel will be required both in the Continental United States (CONUS) and Outside the Continental United States (OCONUS). For those DOs requiring travel, the contractor shall include estimated travel requirements in the proposal. The contractor shall then coordinate specific travel arrangements with each DO Contract Officer Representative or Project Lead to obtain advance, written approval for the travel about to be conducted. The contractor's request for travel shall be in writing and contain the dates, locations and estimated costs of the travel.

(b) If any travel arrangements cause additional costs to the DO that exceed those previously negotiated, written approval by DO modification issued by the Contracting Officer is required, prior to undertaking such travel. Costs associated with contractor travel shall be in accordance with FAR Part 31.205-46, Travel Costs.

H.9 Organization Conflict of Interest.

(a) The provisions of FAR Subpart 9.5, Organization and Consultant Conflicts of Interest, concerning organizational conflicts of interest govern this contract and all subsequent DOs issued under this contract.

(b) Potential conflicts may exist in accordance with FAR 9.505-1, Providing Systems Engineering and Technical Direction, through 9.505-4, Obtaining Access to Proprietary Information.

(c) The contractor is responsible for identifying any actual or potential organizational conflicts of interest to the Contracting Officer that would arise as the result of the performance of this contract or the issuance of a DO under this contract.

(d) The KO will determine on a case-by-case, DO-by-DO, basis whether a conflict of interest is likely to arise.

(e) To avoid or mitigate a potential conflict, the KO will impose appropriate constraints, such as the following.

(1) The contractor agrees that if it provides, under a contract or DO, systems engineering and technical guidance for systems and programs, but does not have overall contractual responsibility, it will not be allowed to be awarded a contract or DO to supply the system or any of its major components or be a subcontractor or consultant to a supplier of the system or any of its major components (FAR 9.505-1).

(2) The contractor agrees that if it prepares specifications for nondevelopmental items or assists in the preparation of work statements for a system or services under a contract or DO, it will not be allowed to furnish these items, either as a prime contractor, a subcontractor or as a consultant (FAR 9.505-2).

(3) The contractor agrees that if it gains access to proprietary data of other companies, it will protect such data and it will not use such proprietary data in supplying systems or components in future competitive procurements (FAR 9.505-4). In addition, the contractor agrees to protect the proprietary data and rights of other organizations disclosed to the contractor during performance of this contract and any DO with the same caution that a reasonably prudent contractor would use to safeguard highly valuable property. The contractor also agrees that if it gains access to the proprietary information of other companies, it will enter into an agreement with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished.

(4) The contractor agrees that it will not distribute reports, data or information of any nature arising from its performance under this contract, except as provided by the DO or as may be directed by the KO.

(5) The contractor agrees that it will neither evaluate nor advise the Government with regard to its own products or activities. The contractor will objectively evaluate or advise the Government concerning products or activities of any prospective competitors.

The contractor agrees that it will include the above provisions, including this paragraph, in agreements with teaming partners, consultants or subcontractors at any tier, which involve access to information, covered above. The use of this clause in such agreements shall be read by substituting the word "consultant" or "subcontractor" for the word "contractor" whenever the latter appears.

(f) The contractor shall effectively educate its employees, through formal training, company policy, information directives and procedures, in an awareness of the legal provisions of FAR Subpart 9.5 and its underlying policy and principles so that each employee will know and understand the provisions of that Subpart and the absolute necessity of safeguarding information under this contract and any DOs from anyone other than the contractor's employees who have a need to know, and the U.S. Government.

(g) The term contractor herein used means: (1) the organization (hereinafter referred to as "it" or "its") entering into this agreement with the Government; (2) all business organizations with which it may merge, join or affiliate now or in the future and in any manner whatsoever, or which hold or may obtain, by purchase or otherwise, direct or indirect control of it; (3) its parent organization if any and any of its present or future subsidiaries, associates, affiliates, or holding companies, and; (4) any organization or enterprise over which it has direct or indirect control now or in the future.

(h) In connection with a particular constraint, the contractor may submit a response to the KO for the purpose of indicating potential measures to avoid or mitigate a conflict.

H.10 Government Property.

(a) Government-Furnished Equipment. Government-furnished equipment, data, or services shall be identified in individual DOs.

(b) Contractor Acquired Property. In the event the contractor is required to purchase property in the performance of this contract, compliance with the procedures of FAR Part 45, Government Property, is required.

(c) Disposition of Government Property. Thirty (30) days prior to the end of the DO period of performance, or upon termination of the DO, the contractor shall furnish to the COR or Project Lead a complete inventory of all Government Property in his possession under the DO that has not been tested to destruction, completely expended in performance, or incorporated and made a part of a deliverable end item. The DO COR or Project Lead will furnish disposition instructions on all listed property, which was furnished or purchased under the DO.

(d) Risk of Loss. The contractor assumes full responsibility for and shall indemnify the Government for any and all loss or damage of whatsoever kind and nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished, while in his custody and care for storage, repairs, or services to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the contractor, subcontractor, or any employee, agent, or representative of the contractor or subcontractor.

H.11 Technology Refreshment.

(a) In order to maintain IMOD as a viable contract vehicle, current with the information technology solution services required within scope, the Government may solicit, and the Contractor is encouraged to propose independently, technology improvements to the delivery order task areas or other requirements of the contract. These improvements may be proposed to add delivery order task/subtask areas in order to improve overall performance, or for any other purpose which presents a technological advantage to the Government. Those proposed technology improvements that are acceptable to the Government will be processed as modifications to the contract.

(b) As a minimum, the following information shall be submitted by the Contractor with each technology improvement proposal to the Contracting Officer and Contracting Officer's Representative via email:

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

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

(3) A price proposal including the following shall be submitted: An estimate of the changes in performance and price, (to include a priced BOM) if any, that will result from adoption of the proposal.

(4) A statement and supporting rationale of the proposed effective date of the contract/delivery order modification adopting the proposal, in order to obtain the maximum benefits of the changes during the remainder of this contract/delivery order; and

(5) Identify any effect on the contract/delivery order completion time or delivery schedule.

(c) 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 KO as to the acceptance of any such proposal under this contract and any delivery order is final and not subject to the "Disputes" clause of this contract.

(d) The KO may accept any proposal submitted pursuant to this clause by issuance of a modification to this contract or any delivery order. Unless and until a modification is executed to incorporate a proposal under this contract or any delivery order, the Contractor shall remain obligated to perform in accordance with the requirements, terms and conditions of the existing contract/delivery order.

(e) If a proposal submitted pursuant to this clause is accepted and applied to this contract or any delivery order, the equitable adjustment increasing or decreasing the contract/delivery order price shall be in accordance with the procedures of the "Changes" clause. The resulting contract/delivery order modification will state that it is made pursuant to this clause.

H.12 Accessibility.

All electronic and information technology procured under this contract must meet applicable accessibility standards at 36 CFR Part 1194, unless an exception exists, or, for commercial items, 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.

H.13 Commercial Software Licenses.

(a) 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, Computer Software. 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.

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

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

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

(e) 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.

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

H.14 DoD Enterprise Software Initiative (ESI).

In situations where the purchase of new commercial software, including preloaded software, is needed to satisfy the requirements of a particular DO, the contractor will first be required to review and utilize available Department of Defense Enterprise Software Initiative (DoD ESI). In the event that the software required to satisfy a particular DO is not available to the contractor through a DoD ESI source, the contractor shall be authorized to obtain the software through an alternate source. The listing of COTS software available from DoD ESI sources can be viewed on the web at <https://ascp.monmouth.army.mil/scp/esi/esioverview.jsp>.

H.15 Application of Davis-Bacon Act Provisions.

(a) Pursuant to FAR 22.402(b)(1), Applicability, the Davis-Bacon Act will apply to individual DOs under this contract for which there are specific requirements for significant amounts of construction work.

(b) For the purpose of determining applicability of the Act to a given DO, "significant" is defined as 32 or more hours of construction work on a single DO.

H.16 Small Business Subcontracting Goals.

(a) Small business participation goals are subject to FAR Clause 52.219-16, "Liquidated Damages-Subcontracting Plan." The total amount of liquidated damages will be **an amount equal to the actual dollar amount** by which the offeror/contractor has failed to achieve each subcontracting goal but shall not exceed 10% of the total dollar value for each issued delivery order minus the total dollar amounts withheld by the Government from the final liquidation payments for each issued delivery order. For example, if the Government has already withheld a total of 10% of the total dollar value for each issued delivery order from the final liquidation payments then these withholds would be used to satisfy liquidated damages under FAR Clause 52.219-16. Total liquidated damages assessed pursuant to FAR Clause 52.219-16 will not exceed 10% of the total dollar value for all delivery orders issued pursuant to this contract.

(b) The period of time used for measuring compliance to small business participation goals for the IMOD contract and also for measuring compliance with the small business goals that are contained in the Small Business Subcontracting Plan shall be on a year by year basis from the date of award of the contract until contract completion inclusive of both the base period and option period (if exercised by the Government).

(c) Small business participation goals may be satisfied only by direct first tier subcontracts from the contractor.

(d) In the event a delivery order contains minimum small business participation goals applicable to that delivery order only, when the contractor submits an invoice for a final liquidation payment for the delivery order, the contractor must demonstrate that it has met *all* of the delivery order requirements pertaining to such small business participation goals. If not, the Government will **take a dollar for dollar decrement** in the final liquidation payment equal to the actual dollar amount by which the contractor failed to achieve each small business participation goal. This final liquidation payment decrement will not exceed 10% of the total dollar value of the delivery order (inclusive of all options). Waivers from the firm requirement to achieve these goals will be considered by the Contracting Officer on a case-by-case basis. In addition, the Government will add contractor performance of the IMOD delivery orders to a past performance database (inclusive of both IMOD and non-IMOD programs) for each contractor. The Government will continue to take past performance (including performance related to achieving small business goals) into account when issuing future IMOD delivery orders.

(e) Upon the award of a contract as a result of this RFP, the contractor's proposed Small Business Subcontracting Plan (containing no dollar amounts, only percentages) will be incorporated into the contract as an Attachment. Following contract award, each time the contractor is awarded a delivery order, the contractor will be required to modify the Small Business Subcontracting Plan contained in the contract and update it for the purposes of either including or adding dollar amounts that are based on percentages contained in the Small Business Subcontracting Plan in relation to the actual dollar amounts of the delivery orders that have been issued under the IMOD IDIQ Contract. The updated Small Business Subcontracting Plan shall be incorporated into the IMOD IDIQ Contract via a bilateral modification.

H.17 Contractor Manpower Reporting (CMR).

All CMR Requirements for this IDIQ Contract and all subsequent delivery orders issued under the contract are identified in the Statement of Work for the Infrastructure Modernization (IMOD) Acquisition in support of the Installation Information Infrastructure Modernization Program (I3MP), Attachment 1 in Section J.

H.18 Contract Administration.

(a) 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 provides the roles and their respective authority during the performance of the contract:

(1) Contracting Officer (KO). The KO 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 KO. In the event the Contractor effects any such change at the direction of any person other than the KO, the change will be considered to have been made without authority and solely at the risk of the Contractor.

All contract administration will be effected by the KO. Communications pertaining to contractual administrative matters shall be addressed to the KO. No changes in or deviation from the terms and conditions of either the contract or subsequent centralized delivery orders shall be effected without a written modification to the contract or centralized delivery order

executed by the KO authorizing such changes. Ordering under the IMOD contract will be centralized. Only the KO will issue and modify centralized orders under the IMOD contract. However, the KO may, on a case by case basis, delegate contract administration authority for decentralized ordering via a written, signed letter to an Ordering Contracting Officer (O KO). An O KO will only be utilized for decentralized ordering under the IMOD contract. Orders issued under this contract can be Firm Fixed Price, Cost-Reimbursement or Time-and-Materials depending on which contract type best suits the requirement.

(2) Contracting Officer's Representative (COR). The KO shall, on a case by case basis, designate DO level CORs during the term of this contract, DFARS clause 252.201-7000 "Contracting Officer's Representative." The COR will provide assistance in the identification and resolution of problems, conflicts in priority, subtask requirement definitions, and other operations type problems.

(3) Ordering Contracting Officers (O KOs). O KOs within the U.S. Army and Department of Defense are authorized to place orders within the terms of this contract and within the limitations of their authority as contained in the KO's written, signed letter. O KOs are not authorized to make changes to the contract's terms and conditions. O KO authority is limited to the individual decentralized orders as stated in the KO's written, signed letter.

(4) Order Contracting Officer's Representative (O COR). As authorized in the KO's written, signed letter, the O KO may designate individuals to act as an O COR under any resultant decentralized order that is within their cognizance. 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 either the contract or the decentralized order. Order CORs will be designated by a letter of appointment from the O KO.

(5) Contractor. The contractor shall not accept any instructions issued by any person employed by the U.S. Government or otherwise, other than the KO, or the O KO acting within the limits of his or her authority.

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

H.19 Ordering.

(a) Ordering under the IMOD contract will be centralized. Only the KO will issue and modify centralized orders under the IMOD contract. However, the KO may, on a case by case basis, delegate contract administration authority for decentralized ordering via a written, signed letter to an Ordering Contracting Officer (O KO). An O KO will only be utilized for decentralized ordering under the IMOD contract.

(b) All orders issued under this contract are subject to the terms and conditions of the contract. The contract takes precedence in the event of conflict with any order. Orders issued under this contract can be Firm Fixed Price, Cost-Reimbursement or Time-and-Materials depending on which contract type best suits the requirement.

(c) All requirements under this contract will be ordered by issuance of written orders in accordance with FAR subpart 16.5, Indefinite-Delivery Contracts and DFARS 216.5, Indefinite- Delivery Contracts. An appropriate order form (DD Form 1155) shall be issued for each order.

(d) Except as provided in subparagraph (f) below, the KO or if delegated by the KO the O KO, will initiate the order process by the issuing a Request for a Task Execution Plan (RTEP) which will be issued to all IMOD contract holders and will include instructions to offerors and source selection criteria. The source selection criteria for the

delivery orders may consist of but not be limited to such factors and/or subfactors as: Technical, Management, Past Performance, Small Business Participation and/or Price/Cost. RTEPs may include all, some or none of these possible factors and/or subfactors depending on the nature of the specific delivery order requirement. The RTEP will also include one of three statements: a Statement of Objectives (SOO), a Performance Work Statement (PWS) or a Statement of Requirements (SOR), depending on the nature and complexity of the requirement. In addition, the RTEP will identify the order contract type: Firm Fixed Price, Cost-Reimbursement or Time-and-Materials based on the contract type that best suits the requirement. With the exception of the terms and conditions outlined in paragraph g, all orders placed under this contract shall be in accordance with this process.

(e) The Contractors are encouraged to respond to all RTEPs with a Task Execution Plan (TEP), which will be submitted to the Government within the proposal submission date, as specified in the RTEP submittal instructions. The contractor's TEP response shall include sufficient detail to permit the Government to evaluate the proposals, in accordance with the evaluation criteria stated in the RTEP. At the discretion of the Contracting Officer, the Government reserves the right to require all Contractors to respond to any particular RTEP.

(f) The Government will provide each contractor a fair opportunity to be considered for an award unless one of four exemptions in FAR 16.505(b)(2) applies. These exemptions are:

1. The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.
2. Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.
3. The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
4. It is necessary to place an order to satisfy a minimum guarantee.

(g) The Government reserves the right to order Tasks 1, 2, and 3 based on the proposals submitted in response to this RFP by no later than one year after contract award. It is noted that should the Government choose to award orders for Tasks 1, 2 and/or 3 on the basis of the proposals submitted in response to this RFP, the Government will not follow the RTEP and TEP procedures and steps in awarding Tasks 1, 2, and/or 3. If the Government chooses to award orders for Tasks 1, 2 and/or 3, two separate source selection processes will be conducted based on offeror proposal submissions in accordance with Sections L&M of the IMOD RFP. The Government will take the proposals submitted in response to this RFP and conduct source selection decisions and award Tasks 1, 2 and/or 3. With the exception of the Minimum Guarantee and Tasks 1, 2 and/or 3, the Government will follow the RTEP and TEP process for all orders to be issued under this contract.

(h) Evaluation Procedures for Awarding Delivery Orders for Tasks 1, 2, and 3.

For purposes of awarding delivery orders for performance of Tasks 1, 2, and 3, the Government will evaluate each task in accordance with the evaluation criteria described in section M as modified below:

For Tasks 1, 2, and 3, the Mission Support Factor is significantly more important than the Small Business Participation Subfactor under the Capability Factor. For the purposes of awarding delivery orders for Tasks 1, 2, and 3, only the Small Business Participation Subfactor under the Capability Factor shall be evaluated. All other subfactors under the Capability Factor will not be evaluated. For the purposes of awarding delivery orders for Tasks 1, 2, and 3, the Performance Risk Factor will not be evaluated. The Small Business Participation Subfactor under the Capability Factor is more important than Factor 4, Price. While Factor 4, Price is an important part of the integrated selection decision for Tasks 1, 2, and 3, the non-price evaluation factors/subfactors, Mission Support and Small Business Participation collectively, are significantly more important than Factor 4, Price.

For Task 1, Sagami, Japan, under the Mission Support Factor, the Management subfactor is more important than the Technical subfactor. For Task 2, Fort Riley, under the Mission Support Factor, the Technical subfactor is more important than the Management subfactor. For Task 3, Sheridan Barracks and Artillery Kaserne, Germany, under the Mission Support Factor, the Management subfactor is more important than the Technical subfactor.

- (i) The contractor is responsible for all bid and proposal costs incurred in performance of the contract.
- (j) Distribution of orders shall be made by the contract ordering offices, in accordance with FAR 4.2, Contract Distribution, DFARS 204.2, Contract Distribution.
- (k) Performance under orders shall commence only after the receipt of an executed order via facsimile or e-mail, signed by the KO or OKO. The Government shall not be obligated to reimburse the contractor for work performed, items delivered, or any costs incurred, nor shall the contractor be obligated to perform, deliver, or otherwise incur costs except as authorized by duly executed orders.
- (l) The KO or O KO reserve the right to withdraw and cancel an order at any time prior to execution if issues pertaining to the proposed order arise that cannot be satisfactorily resolved. The KO or O KO's decision on each order shall be final and shall not be subject to protest under FAR Subpart 33.1, Protest, except for a protest that the order increases the scope, period, or maximum value of the contract. The Army Contracting Agency, ITEC4 Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered for each order, consistent with the procedures in this contract. The designated Ombudsman is identified in A.2 of the contract.
- (m) The Government may unilaterally change these ordering procedures at any time and at its sole discretion.

H.20 Disclosure, Use and Protection of Proprietary Information

- (a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.
- (b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.
- (c) Since the ISC is neither an employee or agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.
- (d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.
- (e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

H.21 Authorized Changes Only by the Contracting Officer.

- (a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.
- (b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.
- (c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract or delivery orders and notwithstanding provisions contained elsewhere in this contract, the said authority

remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract or delivery order price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Dirk A. Robinson
IMOD Contracting Officer (703) 325-3308
Army Contracting Agency (ACA),
Information Technology E-Commerce and Commercial Contracting Center (ITEC4)
2461 Eisenhower Avenue, Room 284
Alexandria, VA 22331-1700

H.22 Government Property for the Performance of this Contract
(Fixed Price).

(a) Definition. Government production and research property, as the term is used herein, shall consist of special tooling to which the Government has title or the right to acquire title, Government-owned special test equipment and Government-owned facilities as each term is defined respectively in FAR 45.101 and 45.301.

(b) Authorization to Use Government Production and Research Property, Material, and Agency Peculiar Property Currently Covered by Government Contracts Without Rental Charge in Performing this Contract. Government production and research property, material, and agency peculiar property covered by the following listed

Government contracts on the effective date of this contract is hereby authorized for use on a rent-free, non-interference basis in the performance of this contract and sub-contracts of any tier issued hereunder:

Contract No(s): As specified in each delivery order.

(c) Authorization to Use Government Production and Research Property and Agency Peculiar Property to be Provided Under this Contract Without Rental Charge in Performing this Contract. (This paragraph does not cover such property in possession of the contractor or his subcontractors on the date of award of this contract.)

(1) Subject to the provisions of the Government Property clause of this contract, the Government hereby agrees to provide hereunder the Government production and research property and agency peculiar property identified in (c)(2) through (c)(5) to the contractor. The contractor is hereby authorized to use, on a rent-free basis, said property in the performance of this contract.

(2) Special Tooling (as defined in FAR 45.101):

As specified in each delivery order.

(3) Special Test Equipment (as defined in FAR 45.101):

As specified in each delivery order.

(4) Facilities (as defined in FAR 45.301 and DFARS 245.301):

As specified in each delivery order.

(These facilities shall, when provided, become accountable under and be subject to that facilities contract, if any, in effect between the Government and the contractor or any of his subcontractors at the plant where they are to be located during performance of this contract.)

(5) Agency Peculiar Property (as defined in FAR 45.301 and DFARS 245.301):

As specified in each delivery order.

The following terms and conditions shall be applicable to the agency peculiar property, if any, identified above:

(A) each item of agency peculiar property shall be identified by its Federal Item Identification Number and Government Nomenclature;

(B) the agency peculiar property shall be accounted for under this contract; and
(C) upon completion or termination of this contract, the contractor shall request and comply with disposition instructions from the Contracting Officer.

(d) Government Material and Agency Peculiar Property to be Furnished Under this Contract. (This paragraph covers Government-owned material and agency peculiar property furnished to the contractor for (A) consumption in the course of manufacture, testing, development, etc., or (B) incorporation in items to be delivered under this contract, e.g., Master Government-Furnished Equipment List (MGFEL).)

(1) Subject to the provisions of the Government Property clause of this contract, the Government hereby agrees to provide hereunder the Government-owned agency peculiar property and material identified in (d)(2) and (d)(3) to the Contractor. The

Contractor is hereby authorized as appropriate, (A) to consume the material identified in (d)(2) and the agency peculiar property identified in (d)(3) in performing this contract or (B) to incorporate such material and agency peculiar property in articles under this contract.

(2) Material (as defined in FAR 45.301):

As specified in each delivery order.

Requisitioning Documentation: Contractor access to the federal supply system is permitted only when the material as well as the quantity is identified in the above paragraph. The contractor shall prepare requisitioning documentation for the above material in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1-M, Chapter 11 and NAVSUP Publication 437 as revised by DoD AMCL 1 A guidance. The contractor must submit all requisitions for Government Furnished Material (GFM) from the supply system to the Material Control Activity (MCA) specified in Section G of this contract or delivery order. Upon completion or termination of this contract, the contractor shall request and comply with disposition instructions from the Contracting Officer.

(3) Agency Peculiar Property (as defined in FAR 45.301 and DFARS 245.301):

As specified in each delivery order.

The terms and conditions made applicable to agency peculiar property in (c)(5) shall be applicable to the agency peculiar property, if any, identified above.

(e) Government Installations to be Made Available Under this Contract. (This paragraph covers Government installations, or portions thereof, to be made available to a contractor but not transferred to his possession - for example, test centers, wind tunnels, aircraft fields, as well as buildings, furniture or equipment. Instructions may be needed to establish ground rules or plans governing availability of installations.)

(1) The Government hereby agrees to make available hereunder on a rent-free, non-interference basis for performing this contract the Government installations, or portions thereof, identified in (e)(2) in accordance with standard operating procedures and priorities unless otherwise specified in the Schedule. Although not "Government-furnished property" under this contract, the provisions of paragraph (a) of the Government Property clause of this contract shall apply to these installations.

(2) Installations.

As specified in each delivery order.

(f) Bailed Property to be Used Under this Contract. (This paragraph will not obviate the need to set forth in this contract the terms of the project agreement as required by the pertinent bailment agreement.)

(1) The bailed property identified in (f)(2) is hereby authorized for use on a rent-free basis in the performance of this contract. Although not "Government-furnished property" under this contract, the provisions of paragraph (a) of the Government Property clause of this contract shall apply to this bailed property.

Bailment Agreement
Under which

| | | |
|-----------------|---------------|-------------|
| (2) Description | Serial Number | Accountable |
|-----------------|---------------|-------------|

As specified in each delivery order.

(3) The bailed property identified in (f)(2) is furnished "as is" and the Government makes no representations or warranties with respect to such property, including the suitability of such property for the intended use.

(g) This clause shall in no event be construed to authorize rent-free use of any property identified above for any effort other than that called for under this contract.

(h) Installation Cost. The price of this contract constitutes full compensation to the contractor for all costs to be incurred under this contract for the adaptation and installation of the property identified in this clause.

(i) Installation. Government production and research property, other than foundations and similar improvements necessary for the installation of special tooling, special test equipment, and plant equipment, as defined in FAR 45.101, shall not be installed or constructed on land nor owned by the Government in such fashion as to be non-severable unless authority is granted by the Contracting Officer cognizant of the contract under which the property is provided in accordance with FAR 45.309.

(j) Limitation: This clause does not authorize the contractor to acquire any property for the Government.

(k) The contractor represents that the price and delivery schedule of this contract have been established in reliance on the Government granting the authorization in (b), (c), (d), (e) and (f), and that no charge has been included in this contract for use of the property as authorized above.

(l) Whenever the Contracting Officer authorizes or makes available the use, on a rent-free basis, of additional Government production and research property or other Government property in the performance of this contract or subcontracts of any tier under this contract, the contract will be equitably adjusted in accordance with the procedures provided for in the Changes clause.

(m) If the Government production and research property or other Government property authorized or made available above is decreased by the Government, the contractor will be entitled to an equitable adjustment to the terms of this contract in accordance with the procedures provided for in the Changes clause hereof, as a result of such decrease;

provided, however, that if any such decrease is due to the failure of the contractor or his subcontractors of any tier under this contract to fulfill their respective obligations either with respect to the Government property or with respect to the work such property is to be used to perform, the Contracting Officer will take such circumstances into account in establishing the equitable adjustment.

(n) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

H.23 Government Property for the Performance of this Contract (Cost).

(a) Definition. Government production and research property, as the term is used herein, shall consist of special tooling to which the Government has title or the right to acquire title, Government-owned special test equipment and Government-owned facilities as each term is defined respectively in FAR 45.101 and 45.301.

(b) Authorization to Use Government Production and Research Property, Material, and Agency Peculiar Property Currently Covered by Government Contracts Without Rental Charge in Performing this Contract. Government production and research property, material, and agency peculiar property covered by the following listed Government contracts on the effective date of this contract is hereby authorized for use on a rent-free, non-interference basis in the performance of this contract and sub-contracts of any tier issued hereunder:

Contract No(s): As specified in each delivery order.

(c) Authorization to Use Government Production and Research Property and Agency Peculiar Property to be Provided Under this Contract Without Rental Charge in Performing this Contract. (This paragraph does not cover such property in possession of the contractor or his subcontractors on the date of award of this contract.)

(1) Subject to the provisions of the Government Property clause of this contract, the Government hereby agrees to provide hereunder the Government production and research property and agency peculiar property identified in (c)(2) through (c)(5) to the contractor. The contractor is hereby authorized to use, on a rent-free basis, said property in the performance of this contract.

(2) Special Tooling (as defined in FAR 45.101):

As specified in each delivery order.

(3) Special Test Equipment (as defined in FAR 45.101):

As specified in each delivery order.

(4) Facilities (as defined in FAR 45.301 and DFARS 245.301):

As specified in each delivery order.

(These facilities shall, when provided, become accountable under and be subject to that facilities contract, if any, in effect between the Government and the contractor or any of his subcontractors at the plant where they are to be located during performance of this contract.)

(5) Agency Peculiar Property (as defined in FAR 45.301 and DFARS 245.301):

As specified in each delivery orders.

The following terms and conditions shall be applicable to the agency peculiar property, if any, identified above:

(A) each item of agency peculiar property shall be identified by its Federal Item Identification Number and Government Nomenclature;

(B) the agency peculiar property shall be accounted for under this contract; and

(C) upon completion or termination of this contract, the contractor shall request and comply with disposition instructions from the Contracting Officer.

(d) Government Material and Agency Peculiar Property to be Furnished Under this Contract. (This paragraph covers Government-owned material and agency peculiar property furnished to the contractor for (A) consumption in the course of manufacture, testing, development, etc., or (B) incorporation in items to be delivered under this contract, e.g., Master Government-Furnished Equipment List (MGFEL).)

(1) Subject to the provisions of the Government Property clause of this contract, the Government hereby agrees to provide hereunder the Government-owned agency peculiar property and material identified in (d)(2) and (d)(3) to the Contractor. The Contractor is hereby authorized as appropriate, (A) to consume the material identified in (d)(2) and the agency peculiar property identified in (d)(3) in performing this contract or (B) to incorporate such material and agency peculiar property in articles under this contract.

(2) Material (as defined in FAR 45.301):

As specified in each delivery order.

Requisitioning Documentation: Contractor access to the federal supply system is permitted only when the material as well as the quantity is identified in the above paragraph. The contractor shall prepare requisitioning documentation for the above material in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1-M, Chapter 11 and NAVSUP Publication 437 as revised by DoD AMCL 1 A guidance. The contractor must submit all requisitions for Government Furnished Material (GFM) from the supply system to the Material Control Activity (MCA) specified in Section G of this contract or delivery order. Upon completion or termination of this contract, the contractor shall request and comply with disposition instructions from the Contracting Officer.

(3) Agency Peculiar Property (as defined in FAR 45.301 and DFARS 245.301):

As specified in each delivery order.

The terms and conditions made applicable to agency peculiar property in (c)(5) shall be applicable to the agency peculiar property, if any, identified above.

(e) Government Installations to be Made Available Under this Contract. (This paragraph covers Government installations, or portions thereof, to be made available to a

contractor but not transferred to his possession - for example, test centers, wind tunnels, aircraft fields, as well as buildings, furniture or equipment. Instructions may be needed to establish ground rules or plans governing availability of installations.)

(1) The Government hereby agrees to make available hereunder on a rent-free, non-interference basis for performing this contract the Government installations, or portions thereof, identified in (e)(2) in accordance with standard operating procedures

and priorities unless otherwise specified in the Schedule. Although not "Government-furnished property" under this contract, the provisions of paragraph (a) of the Government Property clause of this contract shall apply to these installations.

(2) Installations.

As specified in each delivery order.

(f) Bailed Property to be Used Under this Contract. (This paragraph will not obviate the need to set forth in this contract the terms of the project agreement as required by the pertinent bailment agreement.)

(1) The bailed property identified in (f)(2) is hereby authorized for use on a rent-free basis in the performance of this contract. Although not "Government-furnished property" under this contract, the provisions of paragraph (a) of the Government Property clause of this contract shall apply to this bailed property.

Bailment Agreement
Under which

(2) Description Serial Number Accountable

As specified in each delivery order.

(g) This clause shall in no event be construed to authorize rent-free use of any property identified above for any effort other than that called for under this contract.

(h) Installation Cost. The estimated cost, and fee, if any, of this contract makes full allowance for all costs to be incurred under this contract for the adaptation and installation of the property identified in this clause.

(i) Installation. Government production and research property, other than foundations and similar improvements necessary for the installation of special tooling, special test equipment, and plant equipment, as defined in FAR 45.101, shall not be

installed or constructed on land nor owned by the Government in such fashion as to be non-severable unless authority is granted by the Contracting Officer cognizant of the contract under which the property is provided in accordance with FAR 45.309.

(j) Limitation: This clause does not authorize the contractor to acquire any property for the Government.

(k) The contractor represents that the price and delivery schedule of this contract have been established in reliance on the Government granting the authorization in (b), (c), (d), (e) and (f), and that no charge has been included in this contract for use of the property as authorized above.

(l) Whenever the Contracting Officer authorizes or makes available the use, on a rent-free basis, of additional Government production and research property or other Government property in the performance of this contract or subcontracts of any tier under this contract, the contract will be equitably adjusted in accordance with the procedures provided for in the Changes clause.

(m) If the Government production and research property or other Government property authorized or made available above is decreased by the Government, the contractor will be entitled to an equitable adjustment to the terms of this contract in accordance with the procedures provided for in the Changes clause hereof, as a result of such decrease; provided, however, that if any such decrease

is due to the failure of the contractor or his subcontractors of any tier under this contract to fulfill their respective obligations either with respect to the Government property or with respect to the work such property is to be used to perform, the Contracting Officer will take such circumstances into account in establishing the equitable adjustment.

(n) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

H.24 Acceptance Under Special Conditions.

(a) Acceptance under Special Conditions. The Government may, in the discretion of the Contracting Officer, finally or provisionally accept any supply prior to completion of work on such supply in the following situations:

- (1) When the contractor, despite the exercise of due diligence, encounters unavoidable delay in securing contractor-furnished property;
- (2) When Government-furnished property suitable for installation in any supply to be furnished hereunder is not delivered to the contractor in sufficient time to permit installation by the contractor prior to the date the supply is scheduled for delivery; or,
- (3) When defects or deficiencies are known to exist in the supply, but when correction of the defects or deficiencies is not practicable within the delivery schedule set forth in the contract or delivery order.

(b) Pending completion of any supply provisionally accepted under this clause, the Contracting Officer shall withhold an amount as he or she determines to be appropriate from the contract price.

H.25 Exercise of Options.

The Government may exercise the five-year option period of this contract in accordance with FAR 52.217-9, Option to Extend the Term of the Contract. In addition to the terms and conditions of FAR 52.217-9, prior to the option exercise date, the Government reserves the right to do one or both of the following:

1. Compete a delivery order among the IDIQ contract awardees to be awarded as the first delivery order for the five year option period. This competed delivery order will serve as the basis for making a determination that exercising the option is the most advantageous way of fulfilling the Government's need in considering price. The issued RTEP will specify that the particular delivery order to be competed will be awarded as the first delivery order for the five year option period. If a contractor does not submit a proposal in response to the RTEP for the first delivery order for the five year option period, it will be ineligible for the exercise of the five year option period under this contract.
2. Utilize the most recently awarded delivery order awarded under the five year base period as the basis for making a determination that exercising the option is the most advantageous way of fulfilling the Government's need in considering price.

When determining whether to exercise the option, the Government may consider the contractor's history of competing for and obtaining delivery orders as well as the contractor's history of successful performance of delivery orders under the contract.

Section I - Contract Clauses

II. Clauses incorporated by reference.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

The following contract clauses are hereby incorporated by reference:

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| 52.202-1 | Definitions | JUL 2004 |
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-5 | Covenant Against Contingent Fees | APR 1984 |
| 52.203-6 | Restrictions On Subcontractor Sales To The Government | JUL 1995 |
| 52.203-7 | Anti-Kickback Procedures | JUL 1995 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | JAN 1997 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | SEP 2005 |
| 52.204-2 | Security Requirements | AUG 1996 |
| 52.204-4 | Printed or Copied Double-Sided on Recycled Paper | AUG 2000 |
| 52.204-7 | Central Contractor Registration | OCT 2003 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | JAN 2005 |
| 52.211-5 | Material Requirements | AUG 2000 |
| 52.211-15 | Defense Priority And Allocation Requirements | SEP 1990 |
| 52.215-2 | Audit and Records--Negotiation | JUN 1999 |
| 52.215-8 | Order of Precedence--Uniform Contract Format | OCT 1997 |
| 52.215-10 | Price Reduction for Defective Cost or Pricing Data | OCT 1997 |
| 52.215-12 | Subcontractor Cost or Pricing Data | OCT 1997 |
| 52.215-13 | Subcontractor Cost or Pricing Data--Modifications | OCT 1997 |
| 52.215-14 | Integrity of Unit Prices | OCT 1997 |
| 52.215-15 | Pension Adjustments and Asset Reversions | OCT 2004 |
| 52.215-18 | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions | JUL 2005 |
| 52.215-19 | Notification of Ownership Changes | OCT 1997 |
| 52.216-7 | Allowable Cost And Payment | DEC 2002 |
| 52.216-8 | Fixed Fee | MAR 1997 |
| 52.216-18 | Ordering | OCT 1995 |
| 52.216-19 | Order Limitations | OCT 1995 |
| 52.216-22 | Indefinite Quantity | OCT 1995 |
| 52.217-9 | Option To Extend The Term Of The Contract | MAR 2000 |
| 52.219-4 | Notice of Price Evaluation Preference for HUBZone Small Business Concerns | JUL 2005 |
| 52.219-8 | Utilization of Small Business Concerns | MAY 2004 |

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| 52.219-9 | Small Business Subcontracting Plan | JUL 2005 |
| 52.219-9 Alt II | Small Business Subcontracting Plan (Jul 2005) Alternate II | OCT 2001 |
| 52.219-16 | Liquidated Damages-Subcontracting Plan | JAN 1999 |
| 52.222-2 | Payment For Overtime Premiums | JUL 1990 |
| 52.222-3 | Convict Labor | JUN 2003 |
| 52.222-4 | Contract Work Hours and Safety Standards Act - Overtime Compensation | JUL 2005 |
| 52.222-6 | Davis Bacon Act | JUL 2005 |
| 52.222-7 | Withholding of Funds | FEB 1988 |
| 52.222-8 | Payrolls and Basic Records | FEB 1988 |
| 52.222-9 | Apprentices and Trainees | JUL 2005 |
| 52.222-10 | Compliance with Copeland Act Requirements | FEB 1988 |
| 52.222-11 | Subcontracts (Labor Standards) | JUL 2005 |
| 52.222-12 | Contract Termination-Debarment | FEB 1988 |
| 52.222-13 | Compliance with Davis-Bacon and Related Act Regulations. | FEB 1988 |
| 52.222-14 | Disputes Concerning Labor Standards | FEB 1988 |
| 52.222-15 | Certification of Eligibility | FEB 1988 |
| 52.222-20 | Walsh-Healey Public Contracts Act | DEC 1996 |
| 52.222-21 | Prohibition Of Segregated Facilities | FEB 1999 |
| 52.222-26 | Equal Opportunity | APR 2002 |
| 52.222-29 | Notification Of Visa Denial | JUN 2003 |
| 52.222-35 | Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans | DEC 2001 |
| 52.222-36 | Affirmative Action For Workers With Disabilities | JUN 1998 |
| 52.222-37 | Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans | DEC 2001 |
| 52.223-5 | Pollution Prevention and Right-to-Know Information | AUG 2003 |
| 52.223-6 | Drug-Free Workplace | MAY 2001 |
| 52.223-14 | Toxic Chemical Release Reporting | AUG 2003 |
| 52.224-1 | Privacy Act Notification | APR 1984 |
| 52.224-2 | Privacy Act | APR 1984 |
| 52.225-3 | Buy American Act--North American Free Trade Agreement--Israeli Trade Act | JAN 2006 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | FEB 2006 |
| 52.227-1 | Authorization and Consent | JUL 1995 |
| 52.227-2 | Notice And Assistance Regarding Patent And Copyright Infringement | AUG 1996 |
| 52.228-3 | Worker's Compensation Insurance (Defense Base Act) | APR 1984 |
| 52.228-4 | Workers' Compensation and War-Hazard Insurance Overseas | APR 1984 |
| 52.228-5 | Insurance - Work On A Government Installation | JAN 1997 |
| 52.228-7 | Insurance--Liability To Third Persons | MAR 1996 |
| 52.229-3 | Federal, State And Local Taxes | APR 2003 |
| 52.229-6 | Taxes--Foreign Fixed-Price Contracts | JUN 2003 |
| 52.229-8 | Taxes--Foreign Cost-Reimbursement Contracts | MAR 1990 |
| 52.229-10 | State of New Mexico Gross Receipts and Compensating Tax | APR 2003 |
| 52.230-2 | Cost Accounting Standards | APR 1998 |
| 52.230-3 | Disclosure And Consistency Of Cost Accounting Practices | APR 1998 |
| 52.230-6 | Administration of Cost Accounting Standards | APR 2005 |
| 52.232-1 | Payments | APR 1984 |
| 52.232-7 | Payments Under Time-And-Materials And Labor Hour Contracts | AUG 2005 |
| 52.232-8 | Discounts For Prompt Payment | FEB 2002 |
| 52.232-9 | Limitation On Withholding Of Payments | APR 1984 |
| 52.232-11 | Extras | APR 1984 |

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| 52.232-16 | Progress Payments | APR 2003 |
| 52.232-16 Alt I | Progress Payments (Apr 2003) - Alternate I | MAR 2000 |
| 52.232-17 | Interest | JUN 1996 |
| 52.232-18 | Availability Of Funds | APR 1984 |
| 52.232-19 | Availability Of Funds For The Next Fiscal Year | 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 |
| 52.232-32 | Performance-Based Payments | FEB 2002 |
| 52.232-33 | Payment by Electronic Funds Transfer--Central Contractor Registration | OCT 2003 |
| 52.233-1 | Disputes | JUL 2002 |
| 52.233-1 Alt I | Disputes (Jul 2002) - Alternate I | DEC 1991 |
| 52.233-3 | Protest After Award | AUG 1996 |
| 52.233-3 Alt I | Protest After Award (Aug 1996) - Alternate I | JUN 1985 |
| 52.236-7 | Permits and Responsibilities | NOV 1991 |
| 52.237-3 | Continuity Of Services | JAN 1991 |
| 52.237-7 | Indemnification and Medical Liability Insurance | JAN 1997 |
| 52.239-1 | Privacy or Security Safeguards | AUG 1996 |
| 52.242-1 | Notice of Intent to Disallow Costs | APR 1984 |
| 52.242-3 | Penalties for Unallowable Costs | MAY 2001 |
| 52.242-4 | Certification of Final Indirect Costs | JAN 1997 |
| 52.242-10 | F.O.B. Origin--Government Bills Of Lading Or Prepaid Postage | APR 1984 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.243-1 | Changes--Fixed Price | AUG 1987 |
| 52.243-1 Alt II | Changes--Fixed-Price (Aug 1987) - Alternate II | APR 1984 |
| 52.243-2 | Changes--Cost-Reimbursement | AUG 1987 |
| 52.243-2 Alt II | Changes--Cost Reimbursement (Aug 1987) - Alternate II | APR 1984 |
| 52.243-3 | Changes--Time-And-Material Or Labor-Hours | SEP 2000 |
| 52.244-2 | Subcontracts | AUG 1998 |
| 52.244-2 Alt I | Subcontracts (Aug 1998) - Alternate I | MAR 2005 |
| 52.244-5 | Competition In Subcontracting | DEC 1996 |
| 52.244-6 | Subcontracts for Commercial Items | FEB 2006 |
| 52.246-17 | Warranty Of Supplies Of A Noncomplex Nature | JUN 2003 |
| 52.246-19 | Warranty Of Systems And Equipment Under Performance Specifications Or Design Criteria | MAY 2001 |
| 52.246-20 | Warranty Of Services | MAY 2001 |
| 52.247-1 | Commercial Bill Of Lading Notations | FEB 2006 |
| 52.247-63 | Preference For U.S. Flag Air Carriers | JUN 2003 |
| 52.248-1 | Value Engineering | FEB 2000 |
| 52.249-2 | Termination For Convenience Of The Government (Fixed- Price) | MAY 2004 |
| 52.249-6 | Termination (Cost Reimbursement) | MAY 2004 |
| 52.249-6 Alt IV | Termination (Cost Reimbursement) (May 2004) - Alternate IV | SEP 1996 |
| 52.249-8 | Default (Fixed-Price Supply & Service) | APR 1984 |
| 52.249-14 | Excusable Delays | APR 1984 |
| 52.251-1 | Government Supply Sources | APR 1984 |
| 52.252-4 | Alterations in Contract | APR 1984 |
| 52.253-1 | Computer Generated Forms | JAN 1991 |
| 252.201-7000 | Contracting Officer's Representative | DEC 1991 |

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| 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies | DEC 2004 |
| 252.203-7002 | Display Of DOD Hotline Poster | DEC 1991 |
| 252.204-7000 | Disclosure Of Information | DEC 1991 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7004 Alt A | Central Contractor Registration (52.204-7) Alternate A | NOV 2003 |
| 252.204-7005 | Oral Attestation of Security Responsibilities | NOV 2001 |
| 252.205-7000 | Provision Of Information To Cooperative Agreement Holders | DEC 1991 |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country | MAR 1998 |
| 252.211-7000 | Acquisition Streamlining | DEC 1991 |
| 252.211-7005 | Substitutions for Military or Federal Specifications and Standards | NOV 2005 |
| 252.215-7000 | Pricing Adjustments | DEC 1991 |
| 252.215-7002 | Cost Estimating System Requirements | OCT 1998 |
| 252.219-7003 | Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts) | APR 1996 |
| 252.222-7002 | Compliance With Local Labor Laws (Overseas) | JUN 1997 |
| 252.223-7004 | Drug Free Work Force | SEP 1988 |
| 252.223-7004 | Drug Free Work Force | SEP 1988 |
| 252.223-7006 | Prohibition On Storage And Disposal Of Toxic And Hazardous Materials | APR 1993 |
| 252.225-7001 | Buy American Act And Balance Of Payments Program | JUN 2005 |
| 252.225-7002 | Qualifying Country Sources As Subcontractors | APR 2003 |
| 252.225-7004 | Reporting of Contract Performance Outside the United States and Canada--Submission after Award | JUN 2005 |
| 252.225-7006 | Quarterly Reporting of Actual Contract Performance Outside the United States | JUN 2005 |
| 252.225-7012 | Preference For Certain Domestic Commodities | JUN 2004 |
| 252.225-7013 | Duty-Free Entry | JUN 2005 |
| 252.225-7015 | Restriction on Acquisition of Hand Or Measuring Tools | JUN 2005 |
| 252.225-7021 | Trade Agreements | FEB 2006 |
| 252.225-7036 | Buy American--Free Trade Agreement--Balance of Payments Program | JUN 2005 |
| 252.225-7036 Alt I | Buy American--Free Trade Agreement--Balance of Payments Program (Jun 2005) Alternate 1 | JAN 2005 |
| 252.225-7038 | Restriction on Acquisition of Air Circuit Breakers | JUN 2005 |
| 252.225-7040 | Contractor Personnel Supporting a Force Deployed Outside the United States | JUN 2005 |
| 252.225-7041 | Correspondence in English | JUN 1997 |
| 252.225-7042 | Authorization to Perform | APR 2003 |
| 252.225-7043 | Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States | MAR 2006 |
| 252.227-7013 | Rights in Technical Data--Noncommercial Items | NOV 1995 |
| 252.227-7014 | Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation | JUN 1995 |
| 252.227-7015 | Technical Data--Commercial Items | NOV 1995 |
| 252.227-7016 | Rights in Bid or Proposal Information | JUN 1995 |
| 252.227-7019 | Validation of Asserted Restrictions--Computer Software | JUN 1995 |
| 252.227-7025 | Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends | JUN 1995 |
| 252.227-7027 | Deferred Ordering Of Technical Data Or Computer Software | APR 1988 |
| 252.227-7030 | Technical Data--Withholding Of Payment | MAR 2000 |
| 252.227-7037 | Validation of Restrictive Markings on Technical Data | SEP 1999 |

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| 252.227-7039 | Patents--Reporting Of Subject Inventions | APR 1990 |
| 252.228-7000 | Reimbursement for War-Hazard Losses | DEC 1991 |
| 252.228-7003 | Capture and Detention | DEC 1991 |
| 252.231-7000 | Supplemental Cost Principles | DEC 1991 |
| 252.232-7000 | Advanced Payment Pool | DEC 1991 |
| 252.232-7003 | Electronic Submission of Payment Requests | JAN 2004 |
| 252.232-7008 | Assignment of Claims (Overseas) | JUN 1997 |
| 252.233-7001 | Choice of Law (Overseas) | JUN 1997 |
| 252.235-7011 | Final Scientific or Technical Report | NOV 2004 |
| 252.239-7000 | Protection Against Compromising Emanations | JUN 2004 |
| 252.241-7000 | Superseding Contract | DEC 1991 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment | MAR 1998 |
| 252.245-7001 | Reports Of Government Property | MAY 1994 |
| 252.246-7001 | Warranty Of Data | DEC 1991 |
| 252.251-7000 | Ordering From Government Supply Sources | NOV 2004 |
| 252.251-7000 | Ordering From Government Supply Sources | NOV 2004 |
| 252.251-7001 | Use Of Interagency Fleet Management System (IFMS) Vehicles And Related Services | DEC 1991 |

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52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within five (5) years from the effective date of contract award; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten (10) years.

(End of clause)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily

encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (MAY 2004)

(a) Government-furnished property.

(1) Overseas contracts. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon--

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Government property disposal. Except as provided in paragraphs (i)(1)(i), (i)(2), and (i)(8)(i) of this clause, the Contractor shall not dispose of Government property until authorized to do so by the Plant Clearance Officer.

(1) Scrap (to which the Government has obtained title under paragraph (c) of this clause).--(i) Contractor with an approved scrap procedure.--(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that--

- (1) Requires demilitarization;
- (2) Is a classified item;
- (3) Is generated from classified items;
- (4) Contains hazardous materials or hazardous wastes;
- (5) Contains precious metals; or
- (6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap.

(2) Pre-disposal requirements. When the Contractor determines that a property item acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, is no longer needed for performance of this contract, the Contractor, in the following order of priority:

(i) May purchase the property at the **acquisition** cost.

(ii) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(iii) Shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not purchased under paragraph (i)(2)(i) of this clause, could not be returned to a supplier, or could not be used in the performance of other Government contracts.

(3) Inventory disposal schedules.--(i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify--

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of that contract; and

(B) Property acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, that is no longer required for performance of that contract.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for--

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

(D) Computers, components thereof, peripheral equipment, and related equipment;

(E) Precious Metals;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) Property with the same description, condition code, and reporting location may be grouped in a single line item. The Contractor shall describe special test equipment in sufficient detail to permit an understanding of the special test equipment's intended use.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than--

(i) Thirty days following the Contractor's determination that a Government property item is no longer required for performance of the contract;

(ii) Sixty days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) One hundred twenty days, or such longer period as may be approved by the Plant Clearance Officer, following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may require the Contractor to correct an inventory disposal schedule or may reject a schedule if the property identified on the schedule is not accountable under this contract or is not in the quantity or condition indicated.

(6) Postsubmission adjustments. The Contractor shall provide the Plant Clearance Officer at least 10 working days advance written notice of its intent to remove a property item from an approved inventory disposal schedule. Unless the Plant Clearance Officer objects to the intended schedule adjustment within the notice period, the Contractor may make the adjustment upon expiration of the notice period.

(7) Storage.--

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to provide disposal instructions within 120 days following acceptance of an inventory disposal schedule might entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises at which the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability under this contract for such property.

(8) Disposition instructions.

(i) If the Government does not provide disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Government property as directed by the Plant Clearance Officer. The Contractor shall remove and destroy any markings identifying the property as Government property prior to disposing of the property.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. Any equitable adjustment incident to the Contracting Officer's direction to demilitarize Government property shall be made in accordance with paragraph (h) of this clause.

(9) Disposal proceeds. The Contractor shall credit the net proceeds from the disposal of Government property to the price or cost of work covered by this contract or to the Government as the Contracting Officer directs.

(10) Subcontractor inventory disposal schedules. The Contractor shall require a subcontractor that is using property accountable under this contract at a subcontractor-managed site to submit inventory disposal schedules to the Contractor in sufficient time for the Contractor to comply with the requirements of paragraph (i)(4) of this clause.

(j) Abandonment of Government property.

(1) The Government will not abandon sensitive Government property without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place at which time all obligations of the Government regarding such abandoned property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.245-9 USE AND CHARGES (AUG 2005)

(a) Definitions. As used in this clause:

Acquisition cost means the acquisition cost recorded in the Contractor's property control system or, in the absence of such record, the value attributed by the Government to a Government property item for purposes of determining a reasonable rental charge.

Government property means all property owned by or leased to the Government or acquired by the Government under the terms of the contract. It includes both Government-furnished property and contractor-acquired property as defined in FAR 45.101.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which Government property is made available for nongovernmental purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for nongovernmental purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) Use of Government property. The Contractor may use the Government property without charge in the performance of--

(1) Contracts with the Government that specifically authorize such use without charge;

(2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract--

(i) Approves a subcontract specifically authorizing such use; or

(ii) Otherwise authorizes such use in writing; and

(3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.

(c) Rental. If granted written permission by the Contracting Officer, or if it is specifically provided for in the Schedule, the Contractor may use the Government property (except material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Contractor's right to use the Government property. The rental fee shall be determined in accordance with the following paragraphs.

(d) General. (1) Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (e) of this clause.

(2) The Contractor shall not use Government property for nongovernmental purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(e) Rental charge.—

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the ACO at least 30 days prior to the date the property is needed for nongovernmental use. Except as provided in paragraph (e)(1)(iii) of this clause, the ACO shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the ACO believes the appraisal rental rate is unreasonable, the ACO shall promptly notify the Contractor. The parties may agree on an alternative means for computing a reasonable rental charge.

(iv) The Contractor shall obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has expired and the Contractor desires the continued use of property for nongovernmental use. The Contractor may obtain additional appraisals within the effective period of the current appraisal if the market prices decrease substantially.

(2) Other Government property. The Contractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour: The rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720.

(3) Alternative methodology. The Contractor may request consideration of an alternative basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(f) Rental payments. (1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract, unless otherwise specified by the Contracting Officer.

(2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of Government property or any other failure to perform this contract according to its terms.

(g) Use revocation. At any time during the rental period, the Government may revoke nongovernmental use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(h) Unauthorized use. The unauthorized use of Government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2005)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <http://www.acq.osd.mil/dpap/UID/uid-types.html>.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) DoD unique item identification or DoD recognized unique identification equivalents.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--

(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract line, subline, or exhibit line

item No.

Item description:

will be specified in each delivery order, if applicable.

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ----
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(2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.

(3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that--

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology ``EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology ``EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD" format for use until the solution is approved by ISO/IEC JTC1 SC 31. The ``DD" format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and

(ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.

(4) DoD unique item identification and DoD recognized unique identification equivalents.

(i) The Contractor shall--

(A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(a) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number.

(6) Lot or batch number.

(7) Current part number (if not the same as the original part number).

(8) Current part number effective date.

(9) Serial number.

(10) Government's unit acquisition cost.

(e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number.**

(7) Lot or batch number.**

(8) Current part number (if not the same as the original part number).**

(9) Current part number effective date.**

(10) Serial number.**

(11) Unit of measure.

(12) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

(End of clause)

252.217-7028 OVER AND ABOVE WORK. (DEC 1991)

(a) "Definitions."

As used in this clause --

(1) "Over and above work" means work discovered during the course of performing overhaul, maintenance, and repair efforts that is --

(i) Within the general scope of the contract;

(ii) Not covered by the line item(s) for the basic work under the contract; and

(iii) Necessary in order to satisfactorily complete the contract.

(2) "Work request" means a document prepared by the Contractor which describes over and above work being proposed.

(b) The Contractor and Administrative Contracting Officer shall mutually agree to procedures for Government administration and Contractor performance of over and above work requests. If the parties cannot agree upon the procedures, the Administrative Contracting Officer has the unilateral right to direct the over and above work procedures to be followed. These procedures shall, as a minimum, cover --

(1) The format, content, and submission of work requests by the Contractor. Work requests shall contain data on the type of discrepancy disclosed, the specific location of the discrepancy, and the estimated labor hours and material required to correct the discrepancy. Data shall be sufficient to satisfy contract requirements and obtain the authorization of the Contracting Officer to perform the proposed work;

(2) Government review, verification, and authorization of the work; and

(3) Proposal pricing, submission, negotiation, and definitization.

(c) Upon discovery of the need for over and above work, the Contractor shall prepare and furnish to the Government a work request in accordance with the agreed-to procedures.

(d) The Government shall --

- (1) Promptly review the work request;
- (2) Verify that the proposed work is required and not covered under the basic contract line item(s);
- (3) Verify that the proposed corrective action is appropriate; and
- (4) Authorize over and above work as necessary.

(e) The Contractor shall promptly submit to the Contracting Officer, a proposal for the over and above work. The Government and Contractor will then negotiate a settlement for the over and above work. Contract modifications will be executed to definitize all over and above work.

(f) Failure to agree on the price of over and above work shall be a dispute within the meaning of the Disputes clause of this contract.

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

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

- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
 - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
 - (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

SECTION J

Section J – List of Attachments

Attachment 1 - Statement of Work for the Infrastructure Modernization (IMOD) Acquisition in Support of the Installation Information Infrastructure Modernization Program (I3MP)

Attachment 2 – Component Ceiling Price Sheet

Attachment 3 – Small Business Contracting Requirement

STATEMENT OF WORK

AMSEL-2005-01
IMOD SOW
27 October 2005

STATEMENT OF WORK
(Attachment 1)
For the

INFRASTRUCTURE MODERNIZATION (IMOD) ACQUISITION

IN SUPPORT OF THE INSTALLATION INFORMATION INFRASTRUCTURE MODERNIZATION
PROGRAM (I3MP)

UNITED STATES ARMY
PROGRAM EXECUTIVE OFFICE
ENTERPRISE INFORMATION SYSTEMS (PEO EIS)
Project Manager, Defense Communications
And Army Switched Systems (PM DCASS)
Fort Monmouth, New Jersey 07703

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1.0 SCOPE.

GENERAL.

This Statement of Work (SOW) defines the overall requirements for the contractor to implement a Delivery Order(s) (DO), issued under an Indefinite Delivery, Indefinite Quantity (ID/IQ) contract(s) in support of the Installation Information Infrastructure Modernization Program (I3MP). This SOW provides general requirements. Site-specific requirements will be definitively stated in subsequent individual DOs. I3MP supports global efforts for the new Net-centric Information Technology (IT) and telecommunication systems, expansions, and other modernization upgrade requirements for the Army and other Department of Defense (DoD) agencies. The term global for this SOW and the awarded contract is noted as a geographic reference. I3MP installs, expands and modernizes information and telecommunications systems, to include transmission and transport services, servers and data storage systems, email, directory services and network operation(s) systems, in order to seamlessly integrate, as much as practical, all forms of IT communications into a converged system.

1.2 MULTIPLE AWARDS.

The contract will result in multiple awards to support Engineering, Furnishing, Installation and Testing (EFI&T) efforts. Structuring the contract in this manner will allow for successful accomplishment of Army goals and objectives. This approach will give the Army the flexibility to successfully phase in a single Army Network and successfully implement power projection sites.

1.2.1 ENGINEER, FURNISH, INSTALL AND TEST (EFI&T).

The contractor shall provide IT and telecommunications customer solutions, which include, but are not limited to, a total turnkey solution or any combination of the following: equipment, systems engineering, upgrade and modification, site surveys, integration, site preparation, installation, cutover, user migration, testing and evaluation, quality assurance, discrepancy resolution, logistics support, consulting services, CENTREX, commissioning services, technical support, training, Hardware/Software (HW/SW), installation and de-installation, reinstallation, relocation, follow-on site support, warranties, Inside Plant (ISP), Outside Plant (OSP), shelters, premise wiring, and peripheral equipment.

1.3 DELIVERY ORDER APPROACH.

Upon identification of the need for a DO, the Government will issue a Request for a Task Execution Plan (RTEP) with stated Source Selection Criteria. The RTEP will also include one of three statements: Statement of Objectives (SOO), Performance Work Statement (PWS) or a Statement of Requirements (SOR), depending on the nature and complexity of the requirement. It is the Government's intent to issue DOs that reflect a performance based contracting approach to the maximum extent possible. In a performance-based DO, the Government will specify requirements in terms of performance objectives and the contractor will propose how to best satisfy those objectives. The performance based DOs will contain a SOO or a PWS and will require the contractor's task execution plan (TEP) to address how metrics will be measured and how performance will be evaluated. There may be requirements that do not lend themselves to effective utilization of performance based contracting procedures. In those cases, an RTEP will be issued utilizing a SOR, which will not be performance based. DOs will be awarded utilizing a contract type that best suits the nature and complexity of the requirement. Fair opportunity requirements shall be in accordance with FAR 16.5.

1.3.1 The contractor's Task Execution Plan (TEP) response shall include sufficient detail to permit the Government to evaluate the proposals, in accordance with the evaluation criteria stated in the RTEP. As a minimum, the contractors' responses to a RTEP shall provide, as required, a technical description of the work effort, proposed schedule, proposed priced labor and bill of materials, system level configuration/schematic drawings, work-flow charts, Government and contractor responsibilities, defined work efforts to determine clear demarcation points of responsibilities (Demarc), any foreseeable constraints, and risk management and mitigation. The contractor shall address the industry standards and specifications that apply for engineering, furnish, installation, test, and acceptance of the system in the event they deviate from the requirements of this SOW and/or as identified in each individual DO.

2.0 APPLICABLE DOCUMENTS.

2.1 ORDER OF PRECEDENCE.

The contractor must ensure that it obtains and complies with the latest version of the Government and commercial documents listed in Attachment A. Some of the documents listed in Attachment A may have a link to the PM DCASS web page: <http://downloads.hqisec.army.mil>. The Government reserves the right to add, update or supersede applicable documents within each individual DO. In the event of conflict between the documents referenced herein and the contents of this SOW, the requirements of this SOW shall govern. The DoD and Army documents shall be deemed as more important in a hierarchical order when they conflict with commercial standard(s), unless otherwise stated in each individual DO. All commercial standards are of equal weight unless otherwise stated in each individual DO.

2.2 ACRONYMS.

The acronyms listed in Attachment B form a part of this SOW to the extent specified herein.

3.0 REQUIREMENTS.

3.1 GENERAL.

3.1.1 The implementation of I3MP at each individual site shall be in accordance with Government references and standards-based commercial practices specified for all equipment and services that are required to place into service new systems, expansions, upgrades, and relocations of complete IT systems. The contractor shall provide the hardware, software and services for an IT system solution, as specified in paragraph 1.0 of this SOW and within each individual DO. The solution shall be compliant, state-of-the-art, sustainable, and supportable.

3.1.2 The selected solution(s) may be implemented through purchase, equipment lease, or equipment lease with option to own as specified in each individual DO. Any equipment leases shall not exceed two (2) years. The contractor shall include and offer any available new technology, products, services, and applications when introduced by the Original Equipment Manufacturer (OEM). These items shall be made available to the Government through this contract vehicle as they are made available commercially, contingent upon the certification by the Army and Department of Defense/Defense Information Systems Agency (DoD/DISA) as being compliant for use within DoD networks. The Government reserves the right to utilize non-certified equipment or systems if it obtains an Interim Authority To Operate (IATO) for the proposed equipment/systems.

3.1.3 Unless otherwise specified by the DO, any supplies and/or services provided shall be compatible with presently existing software and legacy equipment. This would include expansion or upgrade to an existing network or system. The operational status or current software/hardware configuration of any customer system shall not relieve the contractor from providing any of the requirements stated herein or as identified in each individual DO.

3.1.4 Contractor services shall be performed in accordance with vendors and OEM's commercial standards, specifications, and practices for the equipment/systems unless otherwise included in each individual DO. Additionally, the contractor may be required to perform testing and support quality assurance for military unique features and requirements as delineated in Attachment A, Army and DoD policy and standards, as specified in each individual DO.

3.1.5 Contractor services shall be performed in accordance with AR 25-2 for Information Assurance, as specified in each individual DO.

3.2 PROGRAM MANAGEMENT AND CONTROL.

3.2.1 The contractor shall establish a single management focal point to accomplish the administrative, managerial and financial aspect of this contract. This individual will provide program management and control at both the basic contract and DO level. The contractor shall immediately report all relevant issues and discrepancies affecting performance of the DO, in writing with a recommended solution, immediately to the contracting officer and project leader. When a DO is issued, the contractor shall coordinate with the designated Government representative(s)

throughout the project effort(s) and notify the contracting officer of any potential issue(s) that may adversely impact the customer, or the work effort. A single Government focal point will be assigned for each DO.

3.2.2 The contractor shall provide management services for the contract and all subsequent DOs. As a minimum, these services shall include the following:

3.2.2.1 The contractor shall be responsible for the management and direct supervision of all subcontractors and ensure that their team complies with the references and requirements of the SOW/SOO/SOR/PWS, contract provisions, and each individual DO. The contractor shall manage all DOs ensuring schedules are met and requirements completed in accordance with the stated terms and conditions. Additionally, the contractor shall be responsible for coordinating work efforts with the Government representatives from other project-related contractors (both IMOD and non-IMOD acquisitions), even if they may not be directly part of the modernization effort specified within each individual DO. The Government reserves the right to modify and approve all schedules. The contractor shall immediately notify the contracting officer and project leader in writing of any potential schedule impacts and proposed resolution(s), which will require final approval by the contracting officer and an adjustment to the schedule(s) via a bilateral modification.

3.2.2.2 The contractor shall minimize service disruptions and impacts. When they are unavoidable, the Government must be notified immediately or as soon as practicable. Any service disruptions, impacts, or damages caused by the contractor shall be corrected at the contractor's expense.

3.2.2.3 The contractor shall participate in coordination meetings, as required, with Government personnel to review individual DO requirements, review technical requirements, and resolve DO issues. The meetings will be specified in the individual DO.

3.2.2.4 PM DCASS will also hold periodic IMOD meetings, not to exceed two per year, to discuss overall program and contract management subjects. The location of these meetings will be announced via website or via email. Contractor participation is highly encouraged.

3.2.2.5 Reports shall be required as specified in each individual DO. As a minimum, the contractor shall provide a copy of its commercial monthly status report, per individual DO, to the IPT leader or designated office. This report shall address the status of the contractor's efforts pertaining to the contract and as identified in each individual DO. The report shall include such information as DO number, site, and actual performance versus required schedule, DO value, and achievements – as it relates to the DO performance metrics, installation status, discrepancies, issues and information about ongoing events and payment status.

3.3 LOGISTICS SUPPORT, TRAINING AND WARRANTIES.

3.3.1 Logistics Support Services. The contractor shall provide logistics support services, to include, but not limited to, any combination of the following elements and services: preparation/initial site support, on-site system support, follow-on site support, on-site technical support, warranties, life-cycle maintenance, maintenance plan, hardware repair, depot repair, firmware upgrades, software upgrades, telephonic technical support, Mail-Back/Carry-In (MBCI) support, Tools and Test, Measurement and Diagnostic Equipment (T/TMDE), manuals and other critical documentation, and spare parts. The warranty periods are requirement specific and for this reason warranty information is contained in the individual SORs or PWSs.

3.3.2 Training. The contractor shall propose tailored training (in English) for the site personnel (Government personnel, local nationals, and third party contractors employed by the U.S. Government) as specified in each individual DO. This training shall cover the installed hardware and software and supporting Test, Measurement and Diagnostic Equipment (TMDE). As a minimum, the proposed classes shall have the objective of training the site personnel in the areas of: basic to advanced concepts on network management, configuration, diagnostics, troubleshooting, theory, and protocols. The contractor shall provide commercial (formal) training related to the effort. The contractor shall propose both on-site (priced per class) and off-site (priced per student) training

programs. The training courses shall be in accordance with the best commercial practices and includes Computer-Based Training (CBT) and/or Virtual Training.

3.3.3 IPv6 Warranties. The contractor warrants that each item delivered under this contract and/or DOs shall be able to accurately transmit, receive, process, and function correctly using the Internet Protocol Version 6 (IPv6). Specifically, the contractor warrants that: 1) each item delivered complies with the current Defense IT Standards and Profile Registry (DISR) or Joint Technical Architecture (JTA) developed IPv6 standards profile; 2) each item delivered maintains interoperability with IPv4 (specifically, is able to operate on/coexist on a network supporting IPv4 only, IPv6 only, or a hybrid of IPv4 and IPv6) and 3) each item delivered is supported by the contractor's IPv6 technical support. Additionally, as IPv6 evolves, the contractor commits to upgrading or providing an appropriate migration path for each item delivered. If the contract and/or DO requires that specific listed products must perform as a system, then the above warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be defined in, and subject to, the terms and limitations of the contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision(s) to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any product whose non-compliance is discovered and made known to the contractor in writing within one year after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract and/or DOs with respect to defects other than IPv6 performance. These warranty requirements will also be contained in all DOs.

3.4 UNIQUE IDENTIFICATION (UID).

The contractor shall have procedures and the proper equipment in place for labeling electronic/mechanical items with UID markings as required for the proper identification of U.S. military property. The contractor shall mark all contract deliverables in accordance with each individual DO. The contractor shall provide UID, or DoD recognized unique identification equivalent, for all items delivered under this contract as specified in each individual DO. Furthermore, the contractor shall apply UID markings to all other items the Government has identified, to include Government Furnished Equipment (GFE), in the SOR/SOO as requiring UID markings. The UID markings shall adhere to MIL-STD-130L and any further guidance within the individual DO. All other items shall have acceptable commercial markings that meet the guidelines in the Department of Defense Guide to Uniquely Identifying Items found at <http://www.acq.osd.mil/dpap/UID/>. The Offeror will apply UID requirements as per DFAR 252.211-7003. The Government will identify any equipment to be marked that is below the DFAR threshold on individual DOs.

3.5 TECHNICAL DOCUMENTATION/PUBLICATIONS AND CONTRACTOR MANPOWER REPORTING (CMR).

3.5.1 The contractor shall provide to the Government, as specified within the individual DO, all commercial documentation, service bulletins and safety announcements, drawings, manuals, and technical publications (to include changes, revision and updates) that are available for the products acquired. As required within the individual DO, the contractor shall provide the documentation in the preferred medium stipulated within the individual DO.

3.5.2 The contractor shall provide, as specified in the DO, engineered drawings, project as-built drawings, Global Positioning Survey (GPS) data, and spatially relevant drawings.

3.5.3 Each item delivered under this contract using Internet protocol shall be able to accurately transmit, receive, process, and function correctly using the Internet Protocol Version 6 (IPv6) in accordance with 3.3.3.

3.5.4 A separate DD Form 1423 (Contract Data Requirements List) will be cited, as necessary, in individual DOs.

3.5.5 CONTRACTOR MANPOWER REPORTING (CMR). The Office of the Assistant Secretary of the Army (Manpower & 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 and/or DOs. 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 use 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 website without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the website. These Contractor Manpower Reporting (CMR) requirements will also be contained in all DOs.

3.6 HOST NATION APPROVAL (HNA).

The contractor shall be responsible, when specified in the DO, for obtaining the HNA and Host Nation Connection Approval (HNCA) necessary to install the proposed infrastructure in the host nations, and connect them to public and private networks in each country. The contractor shall also be responsible for meeting and obtaining HNA and HNCA requirements.

3.7 SECURITY.

The contractor shall be responsible, as specified within both the contract and each individual DO, for obtaining and maintaining personnel with the necessary security clearances. Security requirements required by function are identified as follows: The Resident Systems Support Specialist (RS3) will be required to have a Secret Clearance in accordance with the definition of "network administrator" (IT LEVEL II position) per AR 25-2. The RS3 will not be accessing or generating classified documents. Therefore, a DD Form 254 is not required.

3.8 SAFETY AND ENVIRONMENTAL.

The contractor shall comply with all applicable host nation, federal, state and local safety, health and environmental regulations.

3.9 SYSTEM SAFETY AND HEALTH HAZARDS.

The contractor shall identify and evaluate system safety and health hazards, define risk levels that manages the probability and severity of all hazards associated with all contractual tasks. Safety and health hazards shall be managed consistently with mission requirements. All inherent hazards shall be identified, evaluated and either eliminated or controlled to ensure minimum risk to the environment and personnel. Records shall be kept for the life of the contract plus two years. These records shall be made available to the Government upon request.

3.9.1 HAZARDOUS MATERIALS.

The contractor shall reduce and control hazardous materials utilized in the performance of this contract. The use of hazardous or corrosive materials shall be reduced in accordance with Department of Defense Directive (DODD) 4210.15. No Class I Ozone Depleting Substances shall be used or delivered in the performance of this contract.

3.10 TECHNICAL EXPERT STATUS ACCREDITATION (TESA) AND STATUS OF FORCES AGREEMENT (SOFA).

The Government will not process TESA and SOFA requests under this contract.

4.0 QUALITY ASSURANCE PROVISION.

4.1 CONTRACTOR'S RESPONSIBILITY.

All work efforts to be performed under the DOs shall be coordinated by the contractor to assure the proper performance of the system. It is the contractor's responsibility to ensure that subcontractors perform all specified work in accordance with the standards referenced in this contract and any additional standards referenced within the individual DO. This may include the submission of a quality assurance surveillance plan, if stipulated in the individual DO. The contractor is also responsible to coordinate with organizations and personnel to ensure that transitions and cut-over activities are accomplished in a manner that minimizes disruptions to personnel, subscribers and services being newly provided, replaced, or upgraded.

4.2 TESTING AND ACCEPTANCE.

The contractor shall conduct a complete test and evaluation program to demonstrate the capabilities of the expanded, upgraded, or newly installed system. All equipment removal efforts shall ensure that all information and telecommunications services have been transitioned from the old equipment and that power supplies and systems are properly "turned-down" without impacting services on GFE and the new equipment and systems. These tests and inspections shall be in accordance with the standards referenced in Section 2 of this SOW, unless otherwise specified in each individual DO. The Government may require additional pre-cutover and post cutover inspections and acceptance tests. Examples include, but are not limited to, equipment and system installation inspections and tests, security scans, interoperability tests, Defense Switch Network (DSN) or other military unique tests, or a 30-day performance test to demonstrate the ability of the system to function properly in an operational environment, under a full functional load, without significant service degradation. Availability and reliability requirements shall be in accordance with commercial standards unless stated otherwise in the Generic Switching Center Requirements (GSCR) or as identified in each individual DO (in order of preference).

4.3 INSPECTIONS.

Inspections may be provided through one or more of the following: the performance of in-plant, pre-installation, in-progress, and/or final Government-only or joint Government/contractor inspections. The final inspection shall be performed prior to cutover and/or final acceptance, as a joint-effort by both Government and contractor representatives in order to ensure cutover may be performed and acceptance is warranted.

4.3.1 The intent of the acceptance inspection is to demonstrate that all services and supplies meet the requirements of the individual DO. Inspections will be performed in accordance with commercial standards or Government procedures specified in each individual DO.

4.3.2 The contractor shall correct any discrepancy or noncompliance with requirements that are revealed by inspections. Correction action dates for resolution will be coordinated with the point of contact in the DO. The Government may conduct a re-inspection to verify compliance with the requirements.

INSPECTION REPORTS.

If specified within the individual DO, the contractor shall record all testing and acceptance, and inspection results and submit the inspection reports to the Government in accordance with its commercial format or when specified, in the format designated within the individual DO. Any item, which fails to meet contract and/or DO requirements, shall be highlighted on the inspection report and corrective action will be proposed and documented by the contractor.

**ATTACHMENT A TO THE STATEMENT OF WORK (ATTACHMENT 1)
For the INFRASTRUCTURE MODERNIZATION (IMOD) ACQUISITION**

Applicable Documents.

- 1.0 Overarching Government Performance Specifications.
- 1.1 Defense Information Systems Agency (DISA) Joint Interoperability and Engineering Organization (JIEO) Defense Information Systems Network (DISN) Generic Switching Center Requirements (GSCR), latest edition.
- 1.2 Army Regulation (AR) 25-1, Army Information Management, latest edition.
- 1.3 AR 25-2, Information Assurance, latest edition.
- 1.4 AR 380-5, Department of the Army Information Security Program, latest edition.
- 1.5 National Security Telecommunications and Information Systems Security Advisory Memorandum (NSTISSAM) TEMPEST 2-95, Red/Black Installation Guidance, latest edition.
- 1.6 National Security Telecommunications and Information Systems Security Instruction (NSTISSI) Number 7003, Protective Distribution Systems (PDS), latest edition.
- 1.7 Defense Communications Agency (DCA) Circular (DCAC) 370-175-13, Defense Switched Network System Interface Criteria, latest edition.
- 1.8 Department of the Army (DA) Technical Architecture, latest edition.
- 1.9 United States Army Information Systems Engineering Command (USAISEC) Worldwide Outside Plant Design and Performance Requirements (OSPDPR), latest edition.
- 1.10 Grounding and Bonding Guidance, Version 1.6 by Infrastructure Division, latest edition.
- 1.11 Technical Guide for Installation Information Infrastructure Architecture (I3A), latest edition.
- 1.12 Unified Facilities Criteria (UFC) Telecommunications Systems Inside Plant Planning and Design, latest edition.
- 1.13 Common User Installation Transport Network (CUITN) Gigabit Ethernet Data Design Guide, latest edition.
- 1.14 Americans with Disabilities Act of 1990, latest edition.
- 1.15 United States Army Information Systems Engineering Command (USAISEC) Army Centralized Enterprise Network Design (ACEND), latest edition.
- 1.16 United States Army Information Systems Engineering Command (USAISEC) Army CONUS Active Directory Design (ACAAD), latest edition.
- 2.0 Additional sources of standards and specifications, of the technologies listed in the main body, are developed and maintained by the following Standard Development Organizations. The site-specific requirements, standards, and/or specifications will be listed in the applicable Statement of Requirements (SOR) document.

- 2.1 Internet Engineering Task Force (IETF)
- 2.2 Federal Communications Commission (FCC)
- 2.3 American National Standards Institute, Inc. (ANSI)
- 2.4 Institute of Electrical and Electronic Engineers, Inc. (IEEE)
- 2.5 Underwriters Laboratory, Inc. (UL)
- 2.6 International Telecommunications Union-Telecommunications Standardization Sector (ITU-TS), formally the International Telegraph and Telephone Consultative committee (CCITT)
- 2.7 International Standards Organization (ISO)
- 2.8 Electronic Industry Association/Telecommunications Industry Association (EIA/TIA)
- 2.9 National Fire Protection Association (NFPA)
- 2.10 Uniform Building Code (UBC)
- 2.11 Occupational Safety and Health Act (OSHA)
- 2.12 European Committee of Electrotechnical Standardization (CENELEC)

Federal Information Processing Standards Publications (FIPS Pubs) issued by the National Institute of Science and Technology (NIST).

Attachment A to SOW (Attachment 1)

**ATTACHMENT B TO THE STATEMENT OF WORK (Attachment 1)
For the INFRASTRUCTURE MODERNIZATION (IMOD) ACQUISITION**

ACRONYMS:

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| ANSI | American National Standards Institute, Inc. |
| AR | Army Regulation |
| CBT | Computer-Based Training |
| CCITT | International Telegraph and Telephone Consultative Committee |
| CENELEC | European Committee of Electrotechnical Standardization |
| CMR | Contractor Manpower Reporting |
| DA | Department of the Army |
| DCA | Defense Communications Agency |
| DCAC | Defense Communications Agency Circular |
| DCASS | Defense Communications and Army Switch Systems |
| DD Form | Department of Defense Form |
| Demarc | Demarcation Points of Responsibilities (Physical or Logical) |
| DFAR | Defense Federal Acquisition Regulation |
| DISA | Defense Information Systems Agency |
| DISN | Defense Information Systems Network |
| DISR | Defense IT Standard and Profile Registry |
| DO | Delivery Order |
| DoD | Department of Defense |
| DoDD | Department of Defense Directive |
| DSN | Defense Switch Network |
| EIA | Electronic Industry Association |
| EFI&T | Engineering, Furnish, Installation, and Test |
| FCC | Federal Communications Commission |
| FIPS | Federal Information Processing Standards |
| FSC | Federal Service Code |
| GFE | Government Furnished Equipment |
| GPS | Global Positioning Survey |
| GSCR | Generic Switching Center Requirements |
| HNA | Host Nation Approvals |
| HNCA | Host Nation Connection Approval |
| HW/SW | Hardware/Software |
| IATO | Interim Authority to Operate |
| ID/IQ | Indefinite Delivery/Indefinite Quantity |
| IEEE | Institute of Electrical and Electronics Engineers, Inc |
| IETF | Internet Engineering Task Force |
| IMOD | Infrastructure Modernization |
| IPv6 | Internet Protocol version 6 |
| ISO | International Standards Organization |
| ISP | Inside Plant |
| IT | Information Technology |
| I3A | Installation Information Infrastructure Architecture |
| I3MP | Installation Information Infrastructure Modernization Program |
| JIEO | Joint Interoperability and Engineering Organization |
| JTA | Joint Technical Architecture |
| MBCI | Mail Back/Carry In |
| NFPA | National Fire Protection Association |

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| NIST | National Institute of Science and Technology |
| NSTISSI | National Security Telecommunications and Information Systems Security Instruction |
| NSTISSAM | National Security Telecommunications and Information Systems Security Advisory Memorandum |
| OEM | Original Equipment Manufacturers |
| OSHA | Occupational Safety and Health Act |
| OSP | Outside Plant |
| OSPDPR | Outside Plant Design and Performance Requirements |
| PDS | Protective Distribution Systems |
| PWS | Performance Work Statement |
| RS3 | Resident Systems Support Specialist |
| RTEP | Request for a Task Execution Plan |
| SOFA | Status of Forces Agreement |
| SOO | Statement of Objectives |
| SOR | Statement of Requirements |
| SOW | Statement of Work |
| TEP | Task Execution Plan |
| TESA | Technical Expert Status Accreditation |
| TIA | Telecommunications Industry Association |
| T/TMDE | Tools and Test, Measurement, and Diagnostic Equipment |
| UBC | Uniform Building Code |
| UFC | Unified Facilities Criteria |
| UIC | Unit Identification Code |
| UID | Unique Item Identification |
| UL | Underwriters Laboratories, Inc. |
| USAISEC | United States Army Information Systems Engineering Command |
| VHF/UHF | Very-High/Ultra-High Frequency |
| VoP/IP | Voice over Packet/Internet Protocol |
| VTC | Video Tele-Conference |
| WDM | Wave Division Multiplexing |