AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 36

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00009	17-Mar-2009	MIPR6AITCSC003	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
ARMY CONTRACTING AGENCY-ITEC4 2461 EISENHOWER AVE ALEXANDRIA VA 22331-1700	W91QUZ	See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		9A. AMENDMENT OF SOLICITATION NO.
TELOS CORPORATION POLLY M. DOWNEY 19886 ASHBURN ROAD ASHBURN VA 20147-2358		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. W91QUZ-06-D-0001
CODE 4GRJ6 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 24-Apr-2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(A)(3)

☐ D. OTHER (Specify type of modification and authority)

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

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

Modification Control Number: w dixon091430

The purpose of this modification is to:

A. Updates Telos's Cage code from 0ZPY5 TO 4GRJ6.

B. Updates Part A: Contract Administration paragraph A.2

C. Updates Part C: Terms and Conditions section C.2 paragraph (u) 9.

D. All other terms and conditions remain unchanged

Sharon King, Contracts Administrator
Reviewed & Approved
Telos Corporation

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Polly M. Downey Vice President of Contracts	STEVEN EWING / CONTRACTING OFFICER TEL: 703-325-0262 EMAIL: Steven.Ewing@us.army.mil

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Polly M. Downey (Signature of person authorized to sign)	3/17/09	BY Steven L Ewing (Signature of Contracting Officer)	17-Mar-2009

W91QUZ-06-D-0001

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:

PART A

TABLE OF CONTENTS

PART	DESCRIPTION
	PART A: SF1449
SF1449	Solicitation/Contract/Order for Commercial Items Cover Sheet
A	Table of Contents
	Continuation of Standard Form 1449
	PART B: SCHEDULE OF SUPPLIES
B	Part B CLIN List and Pricing Terms
	PART C: CLAUSES
C	Clauses, Special Provisions and Addendum
	PART D: STATEMENT OF WORK AND ATTACHMENTS
D.1	ADMC-2 Statement of Work (SOW)
Attachment A	Contract Reports
	Equipment Failure
	Order Transaction (OT)
	Vendor Status (VS)
	IT E-mart Online Catalog Product Attributes (PA) Information Sheet
	Product Attributes (PA)
Attachment B	DD Form 254, DOD Contract Security Classification Specification
Attachment C	Telos – Final Proposal Revision, Mission Support, Volume I , Section 1-Business Processes
	Telos – Final Proposal Revision, Mission Support, Volume I, Section 2- Module 1 Quality Cert
	Telos – Final Proposal Revision, Mission Support, Volume I, Section 3- Module 2 Quality Cert
	Telos – Final Proposal Revision, Mission Support, Volume I Section 4- Business Management

Continuation of SF1449
Part A
Addendum to Standard Form 1449

A.1 Government's Contract Administration:

The basic contract will be administered by the office indicated in SF1449, Block 9. Individual orders will be administered as designated in the order.

ACA/ITEC4 Contracting Office:

Contracting Officer:	Steven Ewing
E-mail address:	Steven.Ewing@us.army.mil
Telephone number:	703-325-0262
Contract Specialist:	Wanda S. Dixon
E-mail address:	Wanda.Dixon@us.army.mil
Telephone number:	703 325-9507
Ombudsman:	Stephen Carrano
E-mail address:	stephen.carrano@us.army.mil
Telephone number:	703-325-9760

A.2 Army Computer Hardware, Enterprise Software and Solutions (CHESS):

Contracting Officer's Representative:	Joan Pesanello
E-mail address:	Joan.Pesanello @us.army.mil
Telephone number:	732-427-6584

A.3 Contractor's Contract Administration:

Contractor's Administration Office:	Telos Corporation 19886 Ashburn Road Ashburn, VA 20147-2358
Point of contact:	Sharon King Sr Contract Administrator Office phone number – (703) 724-4744 Fax number – (703) 724-3854 Email address – Sharon.king@telos.com

A.4 Authorized Contractor Representative:
(Contractual Binding/Negotiation Authority)

Name and Title:
:

Polly Downey
Vice President of Contracts
Office phone number – (703) 724-3670
Fax number – (703) 724-3854
Email address – polly.downey@telos.com

A.5 Remittance Address (SF1449, Block 17b):

Telos Corporation c/o Wells Fargo Bank, N.A.
Corporate Trust Department
One Ward Parkway, Suite 330
Kansas City, MO 64112
Attn: Ken Dotson

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

Financial institution address:

Wells Fargo Bank, N.A.
Coporate Trust Clearing
Ref: Telos Coporation Account

Routing transit number: 091000019 (ABA No.)

Depositor account number: 0001038377 (Account No.)

A.6 Invoice Submittal Address (SF 1449, Block 18B):

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.7 Payment Office (SF1449, Block 18a):

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.

Contract Minimum Payment Office is:

W91QUZ-06-D-0001

DFAS –SL-AOD
4300 Goodfellow Blvd, Bldg 110
PO Box 200009
St Louis, Mo 63120-0009

PART C CLAUSES

PART C
CONTRACT CLAUSES, SPECIAL PROVISIONS AND ADDENDUM

C.1 52.212-4 -- Contract Terms and Conditions - Commercial Items, (Oct. 2003)

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

(a) Inspection/Acceptance. Supplies or services delivered under this contract shall be inspected and accepted by the Contracting Officer's Representative (COR) or a representative designated in the individual orders. The contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. Additional inspection and acceptance requirements may be specified in individual orders. The Government must exercise its post-acceptance rights --

1. Within a reasonable time after the defect was discovered or should have been discovered; and
2. Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

(c) Changes.

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

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

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

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

(f) Excusable delays. The contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine

restrictions, strikes, and unusually severe weather. The contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

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

a. Name and address of the contractor;

b. Invoice date and number;

c. Contract number, contract line item number and, if applicable, the order number;

d. Description, quantity, unit of measure, unit price and extended price of the items delivered;

e. Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

f. Terms of any discount for prompt payment offered;

g. Name and address of official to whom payment is to be sent;

h. Name, title, and phone number of person to notify in event of defective invoice; and

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

j. Electronic funds transfer (EFT) banking information.

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

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

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

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

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

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C.3903) and OMB prompt payment regulations at 5 CFR part 1315. If the Government makes payment

by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon delivery of supplies to the Government at the destination specified in the delivery order.

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

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

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

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

(o) Warranty. The contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract (Parts C.2 and D.1).

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

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

(r) Compliance with laws unique to Government contracts. The contractor agrees to comply with 31 U.S.C.1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C.431 relating to officials not to benefit; 40 U.S.C.327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C.51-58, Anti-Kickback Act of 1986; 41 U.S.C.265 and 10 U.S.C.2409 relating to whistleblower protections; 49 U.S.C.40118, Fly American; and 41 U.S.C.423 relating to procurement integrity.

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

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

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

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

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

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

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

7. The Standard Form 1449 (Part A);

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

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

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

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

2.

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

(A) Change the name in the CCR database;

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

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

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

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

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

(End of Clause)

C.2 ADDENDUM TO FAR 52.212-4 SPECIAL PROVISIONS

(a) Packaging and Marking.

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

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

a. Name of contractor
b. Contract number and order number
c. Itemized list of contents including quantity and CLIN
d. Consignee's name, title, address and telephone number
e. Package number of multiple package (e.g., 1 of 5, 2 of 5 etc.)

(b) Contract Life. The total term of contract, including options is 120 months, with a 20-day phase-in period. The base term is three years, or thirty-six months, subject to the exercise of three options each for two years and one option for one year, or eighty-four months. If the performance under the contract is delayed or suspended due to protest, however, the Government reserves the right in its discretion to exercise an option to extend the contract term for an additional period commensurate with the delay or suspension.

(c) Deliveries or Performance. The place of performance and/or delivery for all items will be cited under individual order issued under this contract.

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

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

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

(g) Start-up Period. The contract start-up period is 20 calendar days commencing upon the issuance by the Government of a notice to proceed. The contractor, at the conclusion of the 20 calendar day period, following issuance of the notice to proceed, shall accept orders. During that period the contractor shall:

1. Develop a web-based ordering mechanism or guide, which shall be provided to the Government for review;
2. Secure required personnel;
3. Provide personnel/information so that logistics support privileges (South Korea only) can be finalized;
4. Coordinate for security clearances (interim clearances will be requested until final clearances are issued, if required);
5. Develop the specific product descriptions for all CLINs beyond the generic nomenclature in the awarded contract;
6. Establish telephonic support;

7. Prepare to support Electronic Commerce/*it e-mart*.

(h) Contract Management.

1. Contract Management. The contractor shall maintain a status review process for planning and controlling the activities necessary to meet the requirements of this contract.

2. Meetings and Conferences. During the life of the contract, periodic meetings will be held at both Contractor and Government sites. Contractor shall attend the meetings which are designed to review program status, assess contractor performance, refine current processes, and plan future actions. In addition, Army Computer Hardware, Enterprise Software and Solutions (CHESS) conducts the Army Information Technology (AITC) conference (minimum of one/maximum of two per year). The conference is conducted at various locations and contractor participation is required. Participation in meetings and conferences shall be at no additional cost to the government.

3. Contract Management Reports. All contract management deliverables shall be delivered to CHESS for review and comment or approval. The contractor shall submit the following reports as indicated below. All reports shall be submitted IAW attachment A to D.1. Contractor management reports shall be provided at no additional charge to the government.

a. Order Transactions Report. The Contractor shall provide weekly Order Transaction Reports to the CHESS for inclusion to its Order Tracking Database.

b. Vendor Status Report. The contractor shall provide a weekly Order Status Report to the CHESS for inclusion to its Order Tracking Database.

c. Product Attributes Report. The contractor shall provide a Product Attibutes Report when the catalog product listings have changed, new products are added to the catalog listings, or existing products are deleted from the catalog listing. The report shall be submitted not later than 10 calendar days from the change listing, addition, or deletion from the catalog.

d. Equipment Failure Report. The Contractor shall provide a monthly Equipment Failure Report on component/item failures on an as requested basis.

e. Additional reports shall be provided as required in individual orders.

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

(j) Delivery Orders/Credit Card Orders

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

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

Steven Ewing
Army Contracting Agency, ITEC4
ATTN: SFCA-IT-A
2461 Eisenhower Avenue
Alexandria, Virginia 22331-1700
Phone number: (703) 325-0262
E-mail: Steven.Ewing@us.army.mil

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

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

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

a. Date of order;

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

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

d. Ordering Contracting Officer's commercial telephone number and e-mail address.

e. Description of the supplies to be provided, quantity, and unit price (TO INCLUDE THE CONTRACT LINE ITEM NUMBER (CLIN) AND/OR SUB-LINE ITEM NUMBER (SLIN) FROM PART B.1). Defense Finance and Accounting Service (DFAS) requires identification of the CLIN/SLIN numbers on the order form (or credit card form) for initial entry of orders into their automated payment system. When the contractor submits a request for payment, DFAS will compare the request for payment of CLIN/SLINs with the order CLIN/SLINs. Use of item numbers other than CLINs/SLINs in the "Item No." block on the order form may result in payment delays and excessive administrative costs to both the Contractor and the Government).

f. Delivery date for supplies and performance period for services.

g. Address of place of delivery or performance to include consignee.

h. Packaging, packing, and shipping instructions, if any.

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

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

k. Invoice and payment instructions to the extent not covered by the contract.

l. Orders for known Foreign Military Sales requirements shall clearly be marked "FMS requirement" on the face of the order, along with the FMS customer and the case identifier code.

m. Any other pertinent information.

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

7. Issuance of an order shall be defined as the date the order is awarded (see also Delivery Requirements in Part B.3)

(k) Contract Authority

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

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

3. Contractor's Authority.

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

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

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

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

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

3. Order Contracting Officer's Representative. The Ordering Contracting Officer may designate individuals to act as Order Contracting Officer's Representative (COR) under any resultant delivery order. Order CORs may provide technical guidance in direction of the work, but they will not be authorized to change any of the

terms and conditions of the contract or order. Order CORs will be designated by a letter of appointment from the Ordering Contracting Officer.

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

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

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

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

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

5. For purchase card orders only, the warranty begins on the day the order is shipped.

(n) Warranty.

1. The focal point for all warranty support shall be the contractor.

2. Software Warranty. Under the basic warranty, the responsibility of the contractor is as follows. The contractor shall provide the latest release of the software and documentation throughout the warranty period unless rejected by the Government. As software updates/upgrades (e.g. bug fixes, new features, enhancements, etc.) become available to commercial customers, the contractor shall provide to the Government one copy of the changed software (with documentation) for each affected software item previously accepted by the Government. The software changes covered by the warranty are further defined as any software products and documentation which are provided for any other customer free of charge or which the software manufacturer does not consider a new product. Such changes to software or documentation (including packaging and shipping) shall be at no additional cost to the Government.

3. Warranty Coverage Period. The warranty period will commence upon date of delivery to the Government. The warranty period shall commence upon the receipt of equipment at the original Government delivery site for worldwide shipments. User receipt of an item that is inoperable upon delivery shall be resolved in accordance with the warranty provisions of the contract.

(o) Security Requirement

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

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

3. The level of classified access required shall be indicated in the individual order.

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

(p) Commercial Software Licenses

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

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

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

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

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

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

(q) 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 order, the contractor shall facilitate maximum use of DoD Enterprise Software Initiative (ESI) and SmartBUY sources. The contractor shall utilize software from the ESI sources, as ordered. The contractor is responsible for reviewing available ESI sources. If use of software from ESI sources is not specified initially in an order, the contractor shall coordinate with the ordering activity prior to using another source. If ordered by the Government, the contractor is authorized to order from DoD sources for obtaining the software to satisfy the requirement. Alternatively, the contractor may be required to utilize software provided from the ESI sources as Government furnished software. If the contractor is not ordered to use ESI sources in the initial order or after coordination, it need not provide the software from an ESI 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/dodagreements.jsp or http://www.esi.mil/main.asp.

(r) Technology Refreshment -- Changes to Contract Catalogs.

1. After award of the contract, the contractor may propose replacements or revisions to contract catalogs that add or delete items, to include logical derivatives and descendants of the catalogs, for the contract Catalog Items CLINs in accordance with the provisions in this subpart. This subpart is not applicable to proposals for the addition of new catalogs, the replacement of or addition to Non-Catalog Item CLINs, or for a change to a contract CLIN Description for a Catalog Items CLIN.

2. Under this subpart, proposed changes to contract catalogs shall be subject to the provisions of paragraphs B.1 (a) and (b) of the contract.

3. The contractor agrees with respect to such catalog changes, that:

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

b. Items from the catalog change shall be compliant with the terms and conditions of the contract and with Federal laws and regulations.

c. Items furnished from the catalog change shall be within the scope of the pertinent catalog equipment category descriptions set forth in Part B of the contract.

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

e. Ordering for non-compliant and out-of-scope items shall be temporarily removed and suspended within 24 hours of challenge by the Contracting Officer.

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

- Orders containing non-compliant and out-of-scope items not accepted: contractor shall immediately notify the customer of the item that is not available for purchase.

- Orders containing non-compliant and out-of-scope items accepted but not shipped: contractor shall immediately pull the item (s) from processing and notify the customer that the item is not available.

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

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

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

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

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

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

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

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

6. The written request shall provide the following:

a. The request shall indicate that the proposed catalog change is submitted under the authority of this subpart.

b. The request shall identify the Catalog CLIN to which a proposed catalog change is related.

c. The request shall identify the catalog change by unique name/publication number or similar unique identifier.

d. The request shall indicate the effective date of the catalog change.

e. If the catalog change has been implemented by publication on the web-based ordering mechanism for the contract, the request shall indicate the date of publication.

f. The request shall indicate whether the catalog change has been placed in the archive on the CHESS website as required by paragraph B.1(a)(4).

g. The request shall include an electronic version of a revised Part B CLIN list reflecting the catalog change to facilitate modification of the contract. Proposed catalog changes may be aggregated by the government before effecting a modification to the contract.

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

(s) Technology Refreshment

1. After contract award, the Government may solicit, and the contractor is encouraged to propose independently, technology improvements to the hardware, software, specifications, or other requirements of the contract. These improvements may be proposed to save money, to improve performance, to save energy, to satisfy increased data processing requirements, or for any other purpose which presents a technological advantage to the Government. As part of the proposed changes, the contractor shall submit a price proposal to the Contracting Officer for evaluation. Those proposed technology improvements that are acceptable to the Government will be processed as modifications to the contract.

2. As a minimum, the following information shall be submitted by the contractor with each proposal:

a. A description of the difference between the existing contract Requirement and the proposed change, and the comparative advantages and disadvantages of each;

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

c. An estimate of the changes in performance and price, if any, that will result from adoption of the proposal; and an item-by-item summary of any "street pricing" of the items including a reference, if possible with hyperlink to the source of the "street price" and GSA Schedule pricing, if any, to include

GSA Schedule Number, if possible with hyperlink - the contractor may be required to provide a minimum of three competitive quotes;

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

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

f. An electronic version of a revised Part B CLIN list reflecting the catalog change to facilitate modification of the contract; and

g. Any effect on the contract completion time or delivery schedule shall be identified.

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

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

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

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

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

1. Overview.

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

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

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

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

e. The contractor shall agree to:

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

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

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

2. Management.

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

b. The contractor shall comply, and shall ensure that all deployed employees and agents comply, with pertinent Service and Department of Defense directives, policies, and procedures. The contractor shall ensure compliance with all Federal statutes, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. The Contracting Officer will resolve disputes. Host Nation laws and existing Status of Forces Agreements may take precedence over contract requirements.

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

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

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

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

4. Risk Assessment and Mitigation.

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

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

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

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

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

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

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

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

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

6. Vehicle and Equipment Operation.

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

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

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

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

7. On-Call Duty or Extended Hours.

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

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

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

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

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

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

10. Medical

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

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

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

11. Passports, Visas and Customs.

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

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

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

d. The contractor shall register all personnel with the appropriate U.S. Embassy or Consulate.

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

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

14. Status of Forces Agreement.

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

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

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

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

15. Tour of Duty/Hours of Work

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

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

c. The Contracting Officer will provide the contractor with the anticipated work schedule.

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

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

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

18. Return Procedures.

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

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

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

19. Special Legal Considerations.

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

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

(u) Mandatory Use Of Contractor To Government Electronic Mail

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

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

Microsoft Word 2000.
Microsoft Excel 2000.
Microsoft PowerPoint 2000 for presentation slides.

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

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

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

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

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

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

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

9. The Contracting Officer's e-mail address is: steven.ewing@us.army.mil . The Contract Specialist's e-mail address is: wanda.dixon@us.army.mil. The Contracting Officer's Representation's e-mail address is

Joan.Pesanello@us.army.mil. The Technical Point of Contract's e-mail address will be specified on each order, as applicable.

(v) Mandatory Use of Government to Government Electronic Mail

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

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

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

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

(w) UNITED STATES FORCES, KOREA INVITED CONTRACTORS AND TECHNICAL REPRESENTATIVES:

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

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

(x) INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS REPUBLIC OF KOREA:

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

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

c. Subject to the above approval, the contractor, including their employees and lawful dependents, may be accorded such privileges and exemptions as specified in the U.S.-ROK SOFA, and implemented per USFK Reg 700-19, subject to the conditions and limitations imposed by the SOFA and this regulation. Those privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and provided the invited contractor or technical representative status is not withdrawn by USFK. It is the responsibility of the Contracting Officer issuing the order to negotiate any SOFA privileges and compensation for those privileges between the Government and Contractor.

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

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

f. The authorities of the ROK will have the right to exercise jurisdiction over invited contractors and technical representatives, including officials and employees and their dependents, for offenses committed in the

ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, U.S.-ROK SOFA, related Agreed Minutes and Understandings on Implementation. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. On such notification, the military authorities will have the right to exercise such jurisdiction over the persons referred to, as is conferred on them by the law of the United States.

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

h. Invited contractor and technical representative status will be withdrawn by USFK on—

(1) Completion or termination of the contract

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

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

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

(y) Technical Representative SOFA benefits (ROK ONLY):

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

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

b. Entry into the ROK as provided for in Article VIII, Entry and Exit.

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

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

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

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

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

h. Use of utilities and services as provided for in Article VI, Utilities and Services.

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

j. Exemption from ROK taxes as provided for in Article XIV, Taxation.

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

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

(z) Logistic Support (ROK Only):

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

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

(2) Duty-free importation privileges in accordance with SOFA and USFK regulations.
(3) DD Form 1173 (Uniformed Services Identification and Privilege Card).

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

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

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

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

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

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

(10) Military banking and credit union privileges.

(11) Motor vehicle operator's permit.

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

(13) Registration of pets and firearms.

(14) Medical services on a reimbursable basis.

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

(16) Mortuary services on a reimbursable basis.

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

(1) No support for dependents is authorized.

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

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

(1) SOFA status exemptions. (See paragraph entitled, "Technical Representative SOFA Benefits (ROK Only)," above).

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

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

(aa) Logistic Support (Overseas Locations Only)

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

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

3. Conduct of Contractor Personnel: If the Contracting Officer finds it to be in the best interest of the Government, within the foreign environment in which the contractor will be performing outside the limits of the United States and its possessions, he may at any time during the performance of this contract order the contractor to remove any of his personnel from further performance under this contract for reasons of their moral character, unethical conduct, security reasons, and for violation of installation regulations. In the event that it becomes necessary to replace any contractor personnel for any of the above reasons, the contractor shall bear all costs associated with such removal including the costs for the replacement of any personnel so removed. The contractor

or contractor personnel shall be responsible for the return of all logistical support items (i.e., ID cards, ration cards, POV tags and registration, POV and GOV operator's licenses, etc.) prior to departure from an overseas area of operation.

(ab) Release of News Information

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

(ac) Notice of Internet Posting of Awards.

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

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

FAR Clauses:

52.204-2 Security Requirements (AUG 1996)

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

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

52.216-18 Ordering (OCT 1995): (a)...Such orders may be issued from the end of the start-up period through the 120th month thereafter.

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

52.216-22 Indefinite Quantity (OCT 1995): (d)...60 days after expiration of the contract term.

52.217-9 Option to Extend the Term of the Contract (MAR 2000): within the term of the contract, 30 days, 10 years

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

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

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

52.223-16 – IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products.

52.232-18 Availability of Funds (APR 1984)

52.232-23 Assignment of Claims (JAN 1986)

52.232-25 Prompt Payment (OCT 2003)

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

52.244-5 Competition in Subcontracting (DEC 1996)

52.244-6 Subcontracting for Commercial Items (DEC 2004)

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

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

52.246-15 Certificate of Conformance (APR 1984)

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

52.248-1 Value Engineering (FEB 2000)

52.251-1 Government Supply Sources (APR 1984)

DFARS Clauses:

252.201-7000 Contracting Officer's Representative (DEC 1991)

252.204-7000 Disclosure of Information (DEC 1991)

252.204-7004 Required Central Contractor Registration (NOV 2003) Alternate A

252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country (SEP 2004)

252.211-7003 Item Identification and Valuation (JUN 2005)

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

252.225-7041 Correspondence in English (JUN 1997)

252.225-7042 Authorization to Perform (APRIL 2003)

252.225-7043 Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States. (JUN 2005)

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

252.228-7003 Capture and Detection (DEC 1991)

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

C.3 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (JUL 2005)

(Note: A FAR Reference column has been added to the tables in paragraphs b and c for ease of contract administration.)

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

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

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

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

	CLAUSE #	CLAUSE TITLE	FAR REF.
X	52.203-6	Restrictions on Subcontractor Sales to the Government, with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402)	3.503-2
	52.219-3	Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C.657a)	19.1308(a)
X	52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 6579)	19.1308(b)
	(i) 52.219-5	Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994) ___ (ii) Alternate I Mar 99 to 52.219-5 ___(iii) Alternate II June 2003 to52.219-5	19.905
	(i) 52.219-6,	Notice of Total Small Business Set Aside (June 2003)(15 U.S.C. 644) --- (ii) Alternate I (Oct 1995) of 52.219-6 --- (iii) Alternate II (Mar 2004) of 52.219-6	19.508(c)
	(i) 52,219-7	Notice of Partial Small Business Set-aside (June 2003) (15 U.S.C.644).	19.508 (d)
X	52.219-8	Utilization of Small, Business Concerns (May 2004) (15 U.S.C. 637 (d)(2) and (3))	19.708(a)
X	52.219-9	Small Business Subcontracting Plan (Jul 2005) (15 U.S.C. 637 (d)(4)) (iii) Alternate II (Oct 2001)	19.708(b)
	52.219-14	Limitation on Subcontracting (Dec 1996) (15 U.S.C. 637 (a)(14))	19.508(e) or 19.811-3(e)
	(i) 52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Jul 2005) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer) ___ (ii) Alternate I (June 2003) of 52.219-23	19.1104

	52.219-25	Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, Section 7102, and 10 U.S.C. 2323)	19.1204(b)
	52.219-26	Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, Section 7102, and 10 U.S.C. 2323)	19.1204(c)
	52.219-27	Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)	19.1407
X	52.222-3	Convict Labor (June 2003) (E.O. 11755)	22.202
X	52.222-19	Child Labor – Cooperation with Authorities and Remedies (June 2004) (E.O. 13126)	22.1505 (b)
X	52.222-21	Prohibition of Segregated Facilities (FEB 1999)	22.810(a)(1)
X	52.222-26	Equal Opportunity (Apr 2002)(E.O. 11246)	22.810(e)
X	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans, Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212)	22.1310(a) (1)
X	52.222-36	Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793)	22.1408(a)
X	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212)	22.1310(b)
X	52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201)	22.1605
	(i) 52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)) ___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C))	23.406(b)
	52.225-1	Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d)	25.1101(a) (1)
	(i) 52.225-3	Buy American Act - North American Free Trade Agreement - Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note). Pub.L.108-77, 108-78, 108-286) ___ (ii) Alternate I (Jan 2004) of 52.225-3. ___ (iii) Alternate II (Jan 2004) of 52.225-3.	25.1101 (b) (1)(i)
	52.225-5	Trade Agreements (Jan 2005)(19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note)	25.1101(c) (1)
X	52.225-13	Restriction on Certain Foreign Purchases (Mar 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury)	25.1103(a)
	52.225-15	Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849)	25.1103(c)
	52.225-16	Sanctioned European Union Country Services (Feb 2000) (E.O. 12849	25.1103(c)
	52.232-29	Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.SC. 2307(f)	32.206 (b) (2)
	52.232-30	Installment Payments for Commercial items (Oct 1995) (41	32.206 (g)

		U.S.C. 255(f), 10 U.S.C. 2307)(f)	
X	52.232-33	Payment by Electronic Funds Transfer-Central Contractor Registration (Oct, 2003) (31 U.S.C. 3332)	32.110(a)(1)
X	52.232-34	Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332)	32.110(a) (2)
X	52.232-36	Payment by Third Party (May 1999) (31 U.S.C. 3332)	32.1110(d)
X	52.239-1	52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a)	39.107
X	(i) 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. 1241). And 10 U.S.C.2631) X (ii) Alternate I (Apr 2003) of 52.247-64	47.507(a)

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

(Contracting officer check as appropriate)

	CLAUSE #	CLAUSE TITLE	FAR REF.
	52.222-41	Service Contract Act of 1965, As amended (Jul 2005) (41 U.S.C. 351, et seq)	22.1006(a)
	52.222-42	Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)	22.1006(b)
	52.222-43	Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).	22.1006(c) (1)
	52.222-44	Fair Labor Standards Act and Service Contract Act-Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351 et seq.)	22.1006(c) (2)
	52.222-47	SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (May 1989) (41 U.S.C. 351 et seq.)	22.1012-3(d)(1) 22.1006(d)

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

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

2. The contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes

clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

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

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

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

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

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

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

(vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of Clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2005)

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

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

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

	CLAUSE #	CLAUSE TITLE	DFARS REFERENCE
X	252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416)	205.470-2
X	252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637)	219.708(b)(1) (A)
	252.219-7004	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note)	219.708(b)(1) (B)
	252.225-7001	Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582)	225.1101(2)
X	252.225-7012	Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a)	225.7002-3(a)
	252.225-7014	Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a)	225.7002-3(b) (1)
	252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (Jun 2005) (10 U.S.C. 2533a)	225.7002-3(c)
	CLAUSE #	CLAUSE TITLE	DFARS REFERENCE
	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (JUN 2005) (___ Alternate I) (APR 2003) (10 U.S.C.2534 and (Section 8099 of Pub. L. 104-61). And similar sections in subsequent DOD appropriations acts)	225.7009-4 (a)
X	252.225-7021	Trade Agreements (JUN 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note)	225.1101(6)
X	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (APR 2003 (22 U.S.C. 2779)	225.7308(a)
X	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755)	225.7308(b)
	252.225-7036	Buy American Act - Free Trade Agreement -Balance of Payments Program (JUN 2005) (___ Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note)	225.1101(10) (i)
	252.225-7038	Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534 (a) (3))	225-7006-4 (b)
	252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DOD appropriations acts)	226.104
X	252.227-7015	Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320)	227.7102-3
X	252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321)	227.7102-3(c); 227,7103-6(e) (3) 227.7104(e) (5) or 227.7203-6(f)
X	252.232-7003	Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C.2227)	232.7004
	252.237-	Training for Contractor Personnel Interacting with Detainees	237.171-4

	7019	(SEP 2005) (Section 1092 of Pub. L. 108-375)	
X	252.243-7002	Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410)	243.205-71
X	252.247-7023	Transportation of Supplies by Sea (MAY 2002) (__X__Alternate I) (MAR 2000) (____Alternate II) (MAR 2000)(__Alternate III) (MAY 2002) (10 U.S.C. 2631)	247.573(b)(1)
X	252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)	247.573(c)

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

	252.225-7014	Preference for Domestic Specialty Metals, Alternate I (JUN 2003) (10 U.S.C. 2533a)	225.7002-3(b) (1)
	252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375)	237.171-4
X	252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)	247.573(b)(1)
X	252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)	247.573(c)

C.4 Army Consolidated Buy - Desktops and Notebooks - Contract Clauses

Each ADMC-2 contractor participating in the Army's Consolidated Buy for Desktops and Notebooks shall comply with the following:

1) Vendors shall propose products for delivery that meet or exceed the Army's minimum specifications as identified on the Consolidated Buy specification and pricing spreadsheets. All product data, to include OEMs, models, specifications, and prices for proposed items shall be completed in Columns D and E. Unavailable products shall be identified by "No Bid".

2) Vendors may be asked to propose additional options or upgrades by Ordering Contracting Officers for specific orders that are in addition to the items identified in the CB specification and pricing spreadsheets.

3) Vendors shall propose unit prices where designated on the CB specification and pricing spreadsheets as follows:

   a. GSA Schedule Price (if available)
   b. Catalog Price
   c. ADMC-2 Price
   d. CB-8 Price

4) Vendors shall propose separate CONUS and OCONUS prices for Desktops, Notebooks and Displays whether or not pricing differences exist between CONUS and OCONUS. OCONUS prices shall include shipping charges. Vendors shall propose only one CB price for each desktop and notebook option.

5) Contract Line Item Numbers (CLINs), where assigned on the Consolidated Buy specification and pricing spreadsheets, shall be utilized and they shall be reported on the applicable Weekly Order Transaction Report for CB item transactions. Normal item numbering may be utilized for items where CLINs are not assigned.

6) Displays may be ordered by customers separately from desktop or notebook computers.

7) All items proposed for the Consolidated Buy shall be TAA Compliant.

8) All desktop and notebook pricing shall include loading the Army's Gold Master (AGM). The following website for the Army Software is provided: https://ascp.monmouth.army.mil/scp/contracts/viewcontract.jsp?cNum=N00104-02-A-ZE84.

9) Vendors' proposals shall be valid throughout the designated CB period.

10) All other terms and conditions of the contract apply to the Consolidated Buy proposal, including warranty provisions.

11) The government reserves the right to reject proposals or request revised proposals.

12) All desktop and notebook computers purchased for the Army shall be delivered with a certified Common Access Card (CAC) Reader. Contractors shall include a certification statement in their CB proposal that the CAC Readers proposed for CB-8 meet the specifications posted at the following web-site: https://ascp.monmouth.army.mil/scp/downloads/standardspolicy_files/Army_CAC_PKI_Program.pdf.

13) The contractor shall bear the risk that actual quantities ordered through decentralized ordering, when aggregated, may be less than the estimated consolidated quantity upon which each applicable price was based. Ordering activities placing individual orders pursuant to contract consolidated commodity buy procedures bear the risk that actual aggregate ordered quantities might exceed the estimated consolidated quantity upon which each applicable negotiated tiered price was based.

C.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. 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, email address, identity of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-contractors); (7) Total payments (including sub-contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor 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 sub-contractors 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 sub-contractor 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 web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

(End of Summary of Changes)