



ITES-3H OCONUS TERMS AND CONDITIONS

BETWEEN

(Also Referred to as **Subcontractor, Offeror** or **Seller**)

AND

Iron Bow Technologies, LLC
2121 Cooperative Way, Suite 500
Herndon, VA 20171

(Also Referred to as **Prime Contractor** or **Buyer**)

ADDITIONAL OR DIFFERING TERMS, CONDITIONS OR LIMITATIONS OF LIABILITY PROPOSED BY SELLER, WHETHER IN A QUOTE, ACCEPTANCE OR DELIVERY DOCUMENT SHALL HAVE NO EFFECT UNLESS ACCEPTED IN WRITING BY BUYER. IN PARTICULAR, ANY LIMITATION OF LIABILITY OR DISCLAIMER OF WARRANTY IS EXPRESSLY REJECTED.

****ALL DELIVERY ORDERS/EFFORTS AWARDED UNDER ITES-3H SHOULD BE TREATED AS HAVING A DPAS RATING OF DOA7, BASED ON THE MASTER CONTRACT. THE 3H DO SHOULD BE GIVEN PRIORITY OVER OTHER CONTRACTS, OR ORDERS AGAINST OTHER CONTRACTS, WITH LOWER OR NO RATINGS. UNLESS OTHERWISE SPECIFIED, DELIVERY IS REQUIRED WITHIN 35 DAYS OF RECEIPT OF THE DO FOR OCONUS****

I. CONTRACT CLAUSES, SPECIAL PROVISIONS AND ADDENDUM

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

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. 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 Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

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

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.

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

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

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

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

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

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

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

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

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

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

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

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

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

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 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.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) System for Award Management (SAM).

(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 SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM 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 SAM database;

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

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

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM 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 SAM 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 SAM database. Information provided to the Contractor’s SAM 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 SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End Use License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

II. ADDENDUM TO FAR 52.212-4 SPECIAL PROVISIONS

Pricing Terms_____

The contractor shall perform the ITES-3H effort in accordance with the Statement of Work (SOW) and provide all of the items identified in Part B of the Schedule over the life of the contract, which includes Contract Line Item Numbers (CLINs) for Catalog Items, Noncatalog Items, and Unpriced Items.

(a) Catalog Items (CLINs 0101 through 0902 and corresponding option CLINS). The contractor shall provide all of the items in the CLIN description for each of the equipment categories identified. The items shall be provided from a catalog. All items proposed in the catalogs must be commercial in nature and meet the definition of commercial items as set forth in FAR 2.101. The contract type for Catalog Items CLINs is firm fixed price.

(1) Discounts. A single discount percentage shall be identified for each of the ITES-3H catalogs and shall apply to all the equipment identified in that catalog. A single discount percentage shall be identified for warranty variance for each of the ITES-3H catalogs (except Catalog VII). The discount percentage may be different for each catalog.

(A) Items shall be provided from the catalog at a price that reflects the discount for the equipment category when applied to the catalog price, or a lesser price.

(B) RESERVED.

(C) The discount for the equipment category shall apply to items provided from the catalog and any replacement or revision to the catalog to include logical derivatives and descendants.

(D) The catalog discount shall be fixed and shall apply to the entire life of the contract, including option periods.

(E) Additional discounts, from the established catalog discount, may be provided under individual orders as negotiated by the ordering contracting officer. Any and all agreements to reduce pricing shall be subject to all other terms and conditions set forth in this contract. Contract terms and conditions may not be waived nor additional products (not specified in Part B - Supplies or Services and Prices/Costs) be sold as part of the price reduction agreement.

(2) Catalogs established expressly for this contract are not acceptable.

(3) In addition to use of offerors commercial catalog, publically published price list, the use of a GSA Schedule or other Government contract vehicles, such as NASA SEWP IV, NIH, etc. as a catalog is permissible.

(4) For each of the equipment categories, the contractor shall identify a catalog, catalogs, or portions of a catalog, from which it will provide the items. The contractor shall identify the catalog for each equipment category by unique name/publication number or similar unique identifier. The contractor shall likewise identify all subsequent publications of that catalog (descendants or logical derivatives).

(5) Items provided from a catalog shall be compliant with the terms and conditions of the ITES-3H contract; the contractor shall provide items that are compliant with Federal laws and regulations.

(6) The contractor shall establish and maintain a web-based ordering catalog for items provided under this contract that will include a description of the items available through the catalogs.

(7) Catalog Ordering Constraints. The contractor is responsible for assuring that items furnished under the contract from the specified catalogs are within the scope of the equipment category descriptions as set forth in Part B of the contract, they comply with the terms and conditions of the contract, and they comply with Federal laws and regulations (e.g., TAA). Non-compliant and out-of-scope items shall be eliminated from the catalogs for ordering purposes and shall not be purchasable under the contract. The Government reserves the right to have noncompliant items eliminated from ordering. Additionally, in the event that the contractor provides items from catalogs that exceed the scope established by the catalog equipment category descriptions, the Government reserves the right to suspend ordering under the contract. The right of suspension is in addition to and not in substitution of any other rights of the Government under the contract.

(b) Unpriced Items. CLINs in this series are for unpriced items.

(1) Related Items & Equipment (CLIN 0910 and corresponding option CLINS) and Related Software (CLIN 0911 and corresponding option CLINS). Pricing for these items shall be based on existing commercial, GSA agreements, or other Government contract vehicle prices and established by the ordering contracting officer at the time of order. Price is To Be Determined (TBD). These CLINs are provided for the ordering of items not covered by other contract CLINs that are within the scope of the contract for ITES-3H as indicated in the SOW. These CLINs include items or new technology needed to complete an order under ITES-3H in order to be fully responsive to the particular needs of a user. Items shall otherwise comply with the provisions of the contract. Pricing for all items furnished under this CLIN shall be firm fixed price.

(A) DoD Enterprise Software Initiative (ESI) (CLIN 0915 and corresponding option CLINS). Contractors shall, when authorized by the Government, order from the DoD ESI sources to obtain the software to satisfy the requirement. Commercial software purchased by the contractor to satisfy the requirement shall be firm fixed price with no markups (e.g. G&A, OH, Profit). Price is TBD.

(2) Related Services (CLIN 0912 and corresponding option CLINS). The contractor shall provide services related to equipment acquired under this contract. Related services include but are not limited to system configuration and integration, physical site analysis, installation and relocation, and high availability configuration. Pricing for services provided under this CLIN shall be firm fixed price. Price is TBD.

(3) Other Direct Expenses (CLIN 0916 and corresponding option CLINS). Items used in providing the services shall be priced on a firm fixed price basis. Travel and per diem will be quoted on a firm fixed price basis and shall be priced in accordance with the then current version of the Federal Travel Regulations (FTR) and the Joint Travel Regulations (JTRs). Price is TBD.

(4) OCONUS Shipping (CLIN 0913 and corresponding option CLINS). The contractor shall provide OCONUS shipping under this contract on a firm fixed price basis. Price is TBD. Delivery prices for OCONUS shipments shall be separately negotiated as a firm fixed price CLIN under individual delivery orders.

(5) Shipping Variations (CLIN 0914 and corresponding option CLINS). The contractor shall provide shipping variation options under this contract on a firm fixed price basis for individual delivery orders. Price is TBD. Shipping variations include alternate or additional delivery terms or schedules, such as ship-in-place, expedited shipping or shipping to APO addresses.

(6) Ordering contracting officers must establish prices for orders of unpriced items using the policies and methods of FAR

15.4.

(c) Non-Catalog Items (CLIN 0917 and corresponding option CLINS). The Government reserves the right to add CLINs for individual items to Section B that are not catalog items, as necessary.

Clauses Incorporated by Reference. In accordance with FAR 52.252-2, this contract incorporates the following FAR and DFARS clauses by reference. In any FAR and DFARS clauses by reference included herein by reference, the term "Contractor" shall mean Subcontractor and the term "Government" shall mean Prime Contractor, provided the use of such terms shall convey data and patent rights only to the U.S. Government, and that in provisions relating to Government property, audit or compliance with federal regulations, the U.S. Government will act on its own behalf.

1	52.203-3	GRATUITIES	APR/1984
2	52.204-2	SECURITY REQUIREMENTS	AUG/1996
3	52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV/2015
4	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	MAY/2015
5	52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC/2007
6	52.223-16	ACQUISITION OF EPEAT ^[supreg] -REGISTERED PERSONAL COMPUTER PRODUCTS	OCT/2015
7	52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN/1997
8	52.232-18	AVAILABILITY OF FUNDS	APR/1984

9 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)

10 52.232-37 MULTIPLE PAYMENT ARRANGEMENTS MAY/1999

11 52.242-13 BANKRUPTCY JUL/1995

12 52.251-1 GOVERNMENT SUPPLY SOURCES APR/2012

13 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE DEC/1991

14 252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS SEP/2011

15 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS SEP/2013

16 252.204-7000 DISCLOSURE OF INFORMATION AUG/2013

17 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT APR/1992

18 252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT FEB/2014

19 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING DEC/2015

20 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS DEC/1991

21 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY OCT/2015

22 252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) OCT/2014

23 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS DEC/2012

24 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES FEB/2013

25 252.225-7021 TRADE AGREEMENTS--BASIC OCT/2015

26 252.225-7039 DEFENSE CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES JAN/2015

27 252.225-7040 CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES OCT/2015

28 252.225-7041 CORRESPONDENCE IN ENGLISH JUN/1997

29 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS SEP/2004

30 252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS FEB/2014

31 252.227-7015 TECHNICAL DATA--COMMERCIAL ITEMS FEB/2014

32 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA JUN/2013

33 252.228-7003 CAPTURE AND DETENTION DEC/1991

34 252.231-7000 SUPPLEMENTAL COST PRINCIPLES DEC/1991

35 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS JUN/2012

36 252.232-7010 LEVIES ON CONTRACT PAYMENTS DEC/2006

37 252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL JUN/2013

38 252.239-7018 SUPPLY CHAIN RISK OCT/2015

39 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT DEC/2012

40 252.247-7003 PASS-THROUGH OF MOTOR CARRIER FUEL SURCHARGE ADJUSTMENT TO THE COST BEARER JUN/2013

41	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA—BASIC	APR/2014
42	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	
		MAR/2000	
43	252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	AUG/2012
44	252.237-7019	TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES	JUN/2013
		Insert -1- in paragraph (g) within the above referenced clause.	
		NOTE - to be filled in if required at the delivery order level.	
		W52P1J-16-D-0014	
45	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	JAN/2016
46	52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION	JUN 2023

III. 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (JAN 2016)

(a) The subcontractor 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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

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

CLAUSE # CLAUSE TITLE FAR REF.

- 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 4704 and 10 U.S.C. 2402).
- 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328)
- 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).
- 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- Alternate II (Nov 2011) of 52.219-6.
- 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- 52.219-9, Small Business Subcontracting Plan (OCT 2015) (15 U.S.C. 637(d)(4)).

52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

52.219-14, Limitations on Subcontracting (Nov 2011)(15 U.S.C. 637(a)(14))

52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i))

52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013)(15 U.S.C. 632(a)(2))

52.222-3, Convict Labor (June 2003)(E.O. 11755)

52.222-19, Child Labor Cooperation with Authorities and Remedies (Jan 2016) (E.O. 13126).

52.222-21, Prohibition of Segregated Facilities (Apr 2015)

52.222-26, Equal Opportunity (Apr 2015)(E.O. 11246)

52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Oct 2015)(38 U.S.C. 4212)

52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014)(29 U.S.C. 793)

52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Oct 2015)(38 U.S.C. 4212).

52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496)

52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627)

52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b)

52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514)

52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513)

52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (Jul 2013)(31 U.S.C. 3332)

52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332)

52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.2152, 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 Contractors directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses

of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
 - (ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
 - (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
 - (v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
 - (vi) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Oct 2015)(38 U.S.C. 4212).
 - (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014)(29 U.S.C. 793).
 - (viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).
 - (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
 - (x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
 - (xi) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. 7104(g)).
 - ___ Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. 7104(g)).
 - (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).
 - (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).
 - (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015).
 - (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (Executive Order 13658).
 - (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

IV. Standards and Policies:

The following specifications, standards, policies and procedures represent the constraints placed on this acquisition. All documents listed are mandatory, as applicable. Applicability is as defined in the document. The list is not all-inclusive. As indicated, a number of documents are still TBD, in draft, and/or evolving. Web links are provided wherever possible.

Status of Forces Agreement.

(i) The Government, through the Prime Contractor will inform the Subcontractor of the existence of all relevant Status of Forces Agreements (SOFA) and other similar documents, and provide copies upon request.

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

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

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

Tour of Duty/Hours of Work

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

(ii) The Subcontractor, at its own expense, may rotate Subcontractor employees into and out of the theater provided there is not degradation in mission. The Subcontractor shall coordinate personnel changes with the Contracting Officer, through the Prime Contractor.

(iii) The Contracting Officer, through Prime Contractor, will provide the Subcontractor with the anticipated work schedule.

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

Health and Life Insurance.

The Subcontractor 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.

Next of Kin Notification. Before deployment, the Subcontractor 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.

Return Procedures.

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

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

(iii) The Subcontractor shall provide Prime Contractor with documentation annotated by the receiving Government official, of all clothing and equipment returns.

Special Legal Considerations.

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

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

United States Forces, Korea Invited Contractors and Technical Representatives:

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

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

Invited Contractor Or Technical Representative Status Republic of Korea:

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

(2) The contracting officer will coordinate with HQ USFK, ACofS, Acquisition Management, in accordance with DFARS, subpart 225.801, and USFA Reg 700-19. The ACofS, Acquisition Management,

will determine the appropriate contractor status under the SOFA and notify the contracting officer of the determination.

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

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

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

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

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

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

(i) Completion or termination of the contract

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

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

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

parties unless it is patently arbitrary, capricious, and lacking in good faith.

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

- (1) Access to and movement between U.S. armed forces facilities and areas as provided for in Article X, Access of Vessels and Aircraft.
- (2) Entry into the ROK as provided for in Article VIII, Entry and Exit.
- (3) Exemption from customs duties and other such charges as provided for in Article IX, Customs and Duties.
- (4) Use of non-appropriated fund organizations as provided for in Article XIII, Non-appropriated Fund Organizations.
- (5) Exemption from foreign exchange controls as provided for in Article XVIII, Foreign Exchange Controls.
- (6) Use of military banking facilities as provided for in Article XIX, Military Payment Certificates.
- (7) Use of military post offices as provided for in Article XX, Military Post Offices.
- (8) Use of utilities and services as provided for in Article VI, Utilities and Services.
- (9) Exemption from the laws and regulations of the ROK with respect to terms and conditions of employment as provided for in Article XVII, Labor. (However, contractors that directly hire Korean Nationals must comply with USFK Regulation 690-1, and other applicable USFK regulations concerning the employment of Korean Nationals.)
- (10) Exemption from ROK taxes as provided for in Article XIV, Taxation.
- (11) Although subject to ROK criminal jurisdiction, contractor personnel shall be granted the protections as provided for in Article XXII, Criminal Jurisdiction.
- (12) Licensing and registration of privately owned vehicles as provided for in Article XXIV, Vehicle and Driver's Licenses.

Logistic Support (ROK Only):

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

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

- (ii) Duty-free importation privileges in accordance with SOFA and USFK regulations.
- (iii) DD Form 1173 (Uniformed Services Identification and Privilege Card).
- (iv) USFK Form 73 (USFK Ration Control Plate) family size – one (for employee only).
- (v) PX or BX privileges family size—one.
- (vi) Commissary privileges (only authorized if contractor employee is going to be in the ROK for more than 60 days; family size—one).
- (vii) Class VI store privileges (family size—one).
- (viii) Purchase of gasoline and Petroleum, Oil, and Lubricants (POL) products at PX or BX facilities.
- (ix) Military postal service privileges for personal mail only (Army post office and fleet post office).
- (x) Military banking and credit union privileges.
- (xi) Motor vehicle operator’s permit.
- (xii) Registration of one privately owned vehicle per family.
- (xiii) Registration of pets and firearms.
- (xiv) Medical services on a reimbursable basis.
- (xv) Dental services for emergency care only on a reimbursable basis.
- (xvi) Mortuary services on a reimbursable basis.

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

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

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

- (i) SOFA status exemptions. (See paragraph entitled, “Technical Representative SOFA Benefits (ROK Only),” above).
- (ii) Use of postal facilities for corporate mail is not authorized unless authorized under individual delivery order.
- (iii) All other corporate logistic support (fuel purchases and registration of company-owned vehicles authorized) must be coordinated between the contracting office and the USFK sponsoring agency and approved by the USFK sponsoring agency before contract performance in ROK.

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.

(1) Army Enterprise Standardization

- NETCOM Technical Authority Implementation Memorandum, Army Enterprise Desktop Standardization (TA 2003-005c), 13 September 2006 (requires AKO login).

<https://www.us.army.mil/suite/doc/6736239>

- Memorandum Establishing Army MS ELA Software Inventory as Single Source for Obtaining MS Products, 04 February 2004.

https://ascp.monmouth.army.mil/scp/downloads/standardspolicy_files/04Feb2004-MS_ELA_policy.pdf

- Moratorium on Microsoft Products and Product Support Services, 19 June 2003.

https://ascp.monmouth.army.mil/scp/downloads/standardspolicy_files/June03_Moratorium_Message.pdf

- Enterprise Software Agreements, 2 December 2002.

https://ascp.monmouth.army.mil/scp/downloads/standardspolicy_files/Army_policy_letter_on_DFARS.pdf

- DFARS Final Rule on the use of Enterprise Software Agreements, 25 October 2002.

https://ascp.monmouth.army.mil/scp/downloads/standardspolicy_files/DFARS_ESI_Final_Rule.pdf

- Acquiring Commercially Available Software and Information Technology (IT) Products within the Army, 11 January 2001.

https://ascp.monmouth.army.mil/scp/downloads/standardspolicy_files/acquiring_commerical_software_11012001.pdf

(2) Network Enterprise Technology Command (NETCOM Concept of Operations (CONOPS))

- Backup and Recovery Manager, January 2005 (requires access).

<https://www.netcom.army.mil/netops/Backup%20and%20Recovery%20Manager.pdf>

- Storage Area Network Element Manager, January 2005 (requires access).

<https://www.netcom.army.mil/netops/Storage%20Area%20Network%20Element%20Manager.pdf>

- Network Attached Storage Element Manager, January 2005 (requires access).

<https://www.netcom.army.mil/netops/Network%20Attached%20Storage%20Element%20Manager.pdf>

- Capacity and Availability System, January 2005 (requires access).

<https://www.netcom.army.mil/netops/Capacity%20and%20Availability%20System.pdf>

- Army Enterprise Infostructure-Repository, December 2004 (requires access).

<https://www.netcom.army.mil/netops/Army%20Enterprise%20Infostructure-Repository.pdf>

- IP Network Management System, September 2005 (requires access).

<https://www.netcom.army.mil/netops/IP%20Network%20Management%20System.pdf>

- Router Element Manager, December 2004 (requires access).

<https://www.netcom.army.mil/netops/Router%20Element%20Manager.pdf>

(3) Army Knowledge Management

- Army Knowledge Management and Information Technology Management (AR 25-1), 30 June 2004.
http://www.usapa.army.mil/pdffiles/r25_1.pdf

- Army Knowledge Management Implementation Plan (Version 2.0). AKM Strategic Plan outlines five goals that challenge our most basic institutional business processes and policies for IT and information management (IM) in support of the Army Campaign Plan (ACP):

- o Goal 1 -Adopt governance and cultural changes to become a knowledge-based organization;

- o Goal 2 -Integrate Knowledge Management (KM) concepts and best practices to promote the knowledge-based force;

- o Goal 3 -Manage the infostructure as an Enterprise to enhance capabilities and efficiencies;

- o Goal 4 -Institutionalize Army Knowledge Online (AKO) as the enterprise portal to provide universal, secure access for the entire Army; and

- o Goal 5 -Harness Human Capital for the knowledge-based organization (requires AKO

- login). <https://www.us.army.mil/suite/doc/6155268>

(4) Active Directory

- Active Directory CONOPS (Version 1.1), 26 September 2003 (requires AKO login).

<https://www.us.army.mil/suite/doc/4307139>

- Active Directory Management Role and Responsibilities – TECHCON 2004-008, 29 March 2005 (requires AKO login). <https://www.us.army.mil/suite/doc/6736262>

- CONUS Forest Exchange 2003 Architecture & Design (Version 2.1), 25 March 2005 (requires AKO login). <https://www.us.army.mil/suite/doc/6925905>

- Army Policy for Windows NT 4.0 Replacement and Active Directory (AD) Implementation, 4 February 2004 (requires AKO login).

<http://www.army.mil/CIOG6/references/policy/docs/ActiveDir.pdf>

- Active Directory (AD) Administration Responsibilities and Technical Guidance (Version 1.0) 26 September 2003, (requires AKO login).

<https://www.us.army.mil/suite/doc/936103>

(5) Networthiness Program

- Networthiness Certification Program, 2 April 2003 (requires AKO login).

<https://www.us.army.mil/suite/doc/936265>

- Army Knowledge Management Guidance Memorandum Number 1, 8 August 2001, (requires AKO login). <https://www.us.army.mil/suite/doc/58991>

- Army NETOPS CONOPS (version 1.0). <https://www.us.army.mil/suite/doc/96865>

- DoD Information Technology Security Certification and Accreditation Process (DITSCAP), 31 July 2000. http://www.dtic.mil/whs/directives/corres/pdf/i520040_123097/i520040p.pdf

(6) DOD Information Technology Standards Registry

- DOD Information Technology Standards Registry Baseline Release 05-2.0, 6 September 2005. https://disronline.disa.mil/a/DISR/docs/PromulgMemo_DISR_05-20.pdf

- DOD Information Technology Standards Registry (Note: Access to the DISR requires registration/login to the DISA DISRonline website).

https://disronline.disa.mil/a/DISR/Search_registry.jsp - Website link to search registry.

https://disronline.disa.mil/a/DISR/DISR_reports.jsp - Website link to archived documents.

(7) Information Assurance – Army and DOD Policy

- Information Assurance (AR 25-2), 4 November 2003.

http://www.usapa.army.mil/pdffiles/r25_2.pdf

- Army Approved IA Tools List, 17 March 2005. This website lists all CSLA approved Information Assurance (IA) Products (requires AKO login).

<https://www.acert.lstiocmd.army.mil/tools/>

- Army Blanket Purchase Agreement (BPA) Information Assurance (IA) Products, May 1999.

https://ascp.monmouth.army.mil/scp/downloads/standardspolicy_files/IA_BPA_101200Z_MAY99.pdf

- Disposition of Unclassified DoD Computer Hard Drives, 4 June 2001, effective 4 June 2001. http://iase.disa.mil/asd_hd_disposition_memo060401.pdf

- Department of the Army Strategy for the Implementation of the interim DOD

Information Assurance Certification and Accreditation Process (DIACAP), 30 November 2006. <https://www.us.army.mil/suite/doc/6672439>

- Chairman of the Joint Chiefs of Staff Instruction 6212.01C, Interoperability and Supportability of Information Technology and National Security Systems, 20 November 2003. http://www.dtic.mil/cjcs_directives/cdata/unlimit/6212_01.pdf
- DoD Directive 4630.5, Interoperability and Supportability of Information Technology (IT) and National Security Systems (NSS), 5 May 2004. http://www.dtic.mil/whs/directives/corres/pdf/463005_050504/463005p.pdf
- DoDI 4630.8, Procedures for Interoperability and Supportability of Information Technology (IT) and National Security Systems (NSS), 30 June 2004. http://www.dtic.mil/whs/directives/corres/pdf/i46308_063004/i46308p.pdf
- CJCSI 6212.01C, Interoperability and Supportability of Information Technology and National Security Systems. http://www.dtic.mil/cjcs_directives/cdata/unlimit/6212_01.pdf
- DOD Directive C-5200.5, “Communications Security (COMSEC),” 21 April 1990. IA DOD Directive C-5200.5 is a classified Directive. Classified documents are not cleared to be placed on the website. Users may contact the OPR at ASD(NII)ASDNII.pubs@osd.mil to obtain a copy of the Directive.
- DOD Directive 5200.1, “DOD Information Security Program,” January 1997. http://www.dtic.mil/whs/directives/corres/pdf/52001r_0197/p52001r.pdf
- DOD Directive O-8530.1, Computer Network Defense (CND), 8 January 2001. https://powhatan.iii.e.disa.mil/policy/DODD_O_8530.1.pdf
- DOD Instruction O-8530.2, Support to Computer Network Defense (CND). https://powhatan.iii.e.disa.mil/policy/DODI_O_8530.2.pdf

(8) Information Assurance – NIST Policy and Guidelines

- National Information Assurance (IA) Policy NSTISSP #11, July 2003. http://www.cnss.gov/Assets/pdf/nstissp_11_fs.pdf
- National Information Assurance Acquisition Policy, 6 August 2002. https://ascp.monmouth.army.mil/scp/downloads/standardspolicy_files/NSTISSP_Guidance.pdf
- Guide to Information Technology Security Services NIST Special Publication 800-35, October 2003. <http://csrc.nist.gov/publications/nistpubs/800-35/NIST-SP800-35.pdf>
- Guide to Selecting Information Technology Security Products NIST Special Publication 800-36, October 2003. <http://csrc.nist.gov/publications/nistpubs/800-36/NIST-SP800-36.pdf>
- Guide for the Security Certification and Accreditation of Federal Information Systems Special Publication 800-37, May 2004. <http://csrc.nist.gov/publications/nistpubs/800-37/SP800-37-final.pdf>
- Recommended Security Controls for Federal Information Systems, February 2005. <http://csrc.nist.gov/publications/nistpubs/800-53/SP800-53.pdf>
 - o Annex 1: Consolidated Security Controls-Low Baseline (.pdf)
 - o Annex 2: Consolidated Security Controls-Moderate Baseline (.pdf)
 - o Annex 3: Consolidated Security Controls-High Baseline (.pdf)
- Common Criteria <http://www.commoncriteriaportal.org/>

(9) Information Management

- Global Information Grid (GIG) Overarching Policy, 21 November 2003.
http://www.dtic.mil/whs/directives/corres/pdf/d81001_091902/d81001p.pdf
- Global Information Grid Architecture (version 2.0), 9 December 2003. NOTE: Requires login/password to DOD Global Information Grid Architecture Website which is being redesigned.
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- Security Considerations for Voice Over IP Systems, January 2005.

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- Wireless LAN Security Framework Addendum To The Wireless Security Technical

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(17) Section 508

- Section 508. <http://www.section508.gov>

- Section 508 – Electronic and Information Technology, 21 December 2000.

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- Desktop and Portable Computer (1194.26), 1 August 2001.

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(18) Energy Star

- President Issues Executive Order Regarding Energy-Efficient Use of Power Devices in Federal Facilities, 31 July 2001.

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- Computer Monitors (Version 4.0), effective 20 July 2007.

http://www.energystar.gov/ia/partners/product_specs/program_reqs/MonitorSpecV40Final.pdf

- Computers (Version 4.0), effective 20 July 2007.

http://www.energystar.gov/ia/partners/prod_development/revisions/downloads/computer/Computer_Spec_Final.pdf

- Computer – Key Product Criteria.

http://www.energystar.gov/index.cfm?c=computers.pr_crit_computers

- Printers.

http://www.energystar.gov/index.cfm?fuseaction=find_a_product.showProductGroup&pgw_code=PR

- FAX Machines.

http://www.energystar.gov/index.cfm?fuseaction=find_a_product.showProductGroup&pgw_code=FX

- Laptops.

http://www.energystar.gov/index.cfm?fuseaction=find_a_product.showProductGroup&pgw_code=LT

(19) Other Regulatory and Commercial Requirements

- Distributed Management Task Force Desktop Management Interface (DMI) (Version 2.0s).

<http://www.dmtf.org/standards/dmi/spec>

- Latest Windows 2000 and Windows NT Hardware Compatibility List.

<http://support.microsoft.com/default.aspx?scid=kb;EN-US;q131303>

- Trusted Platform Module (TPM) (v1.2). <https://www.trustedcomputinggroup.org/home>

(20) System Security

- Security requirements that shall be accomplished by the Contractor will be per the DoD Information Technology Security Certification and Accreditation Process (DITSCAP) outlined in DoD 8510.1-M

(http://www.dtic.mil/whs/directives/corres/pdf/85101m_0700/p85101m.pdf).

The Subcontractor shall transmit and deliver any classified material/reports IAW the National Industrial Security Program Operations Manual (NISPOM) and the Industrial Security Regulation (DoD 5220.22-S-2). Individual system security requirements shall be accomplished as specified in the Task/Delivery Order.

(21) Areas for Forthcoming or Envisioned Policies and Guidance

Army Level

- Thin Client TECHCON
- Server TECHCON

DoD Level

- Electronic Product Environmental Assessment Tool (EPEAT). <http://www.epeat.net/>
- The Federal Electronics Challenge. <http://www.federalelectronicchallenge.net/>

Attachments/Addendum Referenced or Incorporated Herein By Reference:

Attachment 0001	ITES-3H STATEMENT OF WORK (SOW)	08-JUL-2015	040
Attachment 0002	STANDARDS & POLICIES	15-DEC-2015	009
Attachment 0003	PERFORMANCE REQUIREMENTS SUMMARY	02-NOV-2012	003
Attachment 0004	B001-EQUIPMENT FAILURE REPORT	04-OCT-2012	001
Attachment 0005	B002-ORDER TRANSACTION REPORT	04-OCT-2012	001
Attachment 0006	B003-VENDOR STATUS REPORT	04-OCT-2012	001
Attachment 0007	B005-SMALL BUSINESS PARTICIPATION REPORT	04-OCT-2012	001
Attachment 0008	B006-THIN CLIENT	04-OCT-2012	001
Attachment 0009	B007-DOD ARCHITECTURAL FRAMEWORK	04-OCT-2012	001
Attachment 0010	B008-DOD UNIFIED CAPABILITIES APPROVED PRODUCT LIST	04-OCT-2012	001
Attachment 0011	ACC-RI POC ATTACHMENT	24-NOV-2015	001

This contract, with its Attachments/Exhibits, constitutes the entire agreement between the parties. It supersedes all prior understandings, written or oral, between the parties with respect to the subject matter hereof and is not the result of any representations, statements, or agreements other than those expressed here. The contract shall not be changed except by an instrument in writing of a later date that has been duly executed by authorized representatives of both parties.

Unless otherwise expressly stated to the contrary herein, the laws of the Commonwealth of Virginia shall govern the validity, construction, scope, and performance of this contract. By signing this contractual agreement the Subcontractor certifies, to the best of its knowledge and belief, that the Subcontractor is not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency and meets all the certification requirements of FAR 52.209-5.

ADDITIONAL OR DIFFERING TERMS, CONDITIONS OR LIMITATIONS OF LIABILITY PROPOSED BY SELLER, WHETHER IN A QUOTE, ACCEPTANCE OR DELIVERY DOCUMENT SHALL HAVE NO EFFECT UNLESS ACCEPTED IN WRITING BY BUYER. IN PARTICULAR, ANY LIMITATION OF LIABILITY OR DISCLAIMER OF WARRANTY IS EXPRESSLY REJECTED.

In witness whereof, the parties hereto have, through duly authorized officials, accepted and signed this contract based on the terms, conditions, and provisions contained here, as of the dates set forth below.

SUBCONTRACTOR

Iron Bow Technologies, LLC

(Signature)

(Signature)

(Name)

(Name)

(Title)

(Title)

(Date)

(Date)

Addendum 1

Clauses Incorporated by Reference from the Prime Contract Delivery Order