

ORDER FOR SUPPLIES OR SERVICES

PAGE	OF PAGES
1	22

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 26 Oct 2001	2. CONTRACT NO. (if any)	6. SHIP TO: SCHED		
3. ORDER NO. SB1335-02-W-0175	4. REQUISITION/REFERENCE NO. 01-909-0066	a. NAME OF CONSIGNEE SEE SCHEDULE BELOW		
5. ISSUING OFFICE Address correspondence to: 000SB NIST 100 BUREAU DRIVE STOP 3571 BUILDING 301 ROOM B129 GAITHERSBURG MD 20899-3571 WIDDUP, JOSEPH 301-975-6324		b. STREET ADDRESS		e. ZIP CODE
		c. CITY	d. STATE	
7. TO: 00007158 TIN: 522141938		8. TYPE OF ORDER		
a. Name of Contractor NEUSTAR		<input checked="" type="checkbox"/> a. PURCHASE	<input type="checkbox"/> b. DELIVERY	
b. Company Name		REFERENCE YOUR: Quotation Dated July 27, 2001		
c. Street Address 1120 VERMONT AVENUE NW SUITE 400		Please furnish the following on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
d. City WASHINGTON	e. State DC	f. Zip 20005		
9. ACCOUNTING AND APPROPRIATION See Attached Schedule		BOC:	OBLIGATED AMT: \$0.00	10. REQUISITIONING OFFICE NTIA.909.00

11. BUSINESS CLASSIFICATION (Check appropriate box(es))			
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED
12. F.O.B. POINT SEE SCHEDULE		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE 25 Oct 2005
13. PLACE OF		16. DISCOUNT TERMS 00.00% 0 Days Net 0	
a. INSPECTION Destination	b. ACCEPTANCE Destination		

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY ACCEPT. (g)
	The Contractor's quotation dated July 27, 2001 is hereby incorporated by reference into this purchase order as though it were included in full text. In the event of an inconsistency between the provisions of this Purchase Order and the Contractor's quotation, the inconsistency shall be resolved by giving precedence in the following order: i) the Purchase Order (excluding the Contractor's					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:			
a. NAME SEE ATTACHED			17(l) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box)			
c. CITY	d. STATE	e. ZIP CODE	

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) WIDDUP, JOSEPH 301-975-6324 (TITLE CONTRACTING/ORDERING OFFICER)
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Previous edition not usable

OPTIONAL FORM 347 (REV. 6/95)
Prescribed by GSA/FAR 48 CFR 53.213(e)

quotation); and then ii) the Contractor's quotation.

0001

BASE PERIOD

4 YR

0.00

0.00

The Contractor must perform the services required by the SOW

Period of Performance: 4 years, beginning on the date of purchase order award

Accounting and Appropriation Data:

00.00.00.000000000.00000000.000.000000000
0000000.0000000

BOC: 278000

0002

OPTION PERIOD ONE

1 YR

0.00

0.00

The Contractor must perform the services required by the SOW

Period of Performance: 365 days, beginning the day after the Base Period expires

Accounting and Appropriation Data:

00.00.00.000000000.00000000.000.000000000
0000000.0000000

BOC: 278000

0003

OPTION PERIOD TWO

1 YR

0.00

0.00

The Contractor must perform the services required by the SOW

Period of Performance: 365 days, beginning the day after Option Period One expires

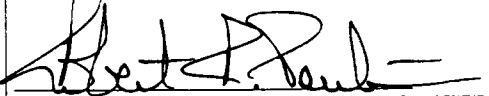
Accounting and Appropriation Data:

00.00.00.000000000.00000000.000.000000000
0000000.0000000

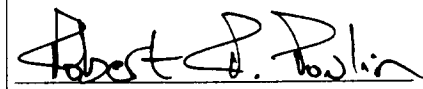
BOC: 278000

ACCEPTANCE OF PURCHASE ORDER

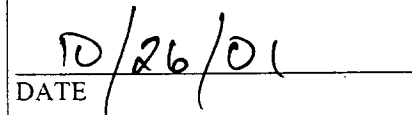
SB1335-02-W-0175:



SIGNATURE OF PERSON AUTHORIZED TO SIGN AND ACCEPT PURCHASE ORDER



PRINTED NAME



DATE

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STATEMENT OF WORK (SOW)

The Contractor must furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified) to perform the requirements stated in this SOW.

A. INTRODUCTION

The .us domain ("usTLD") is the country code top level domain ("ccTLD") of the Internet domain name system ("DNS") that corresponds to the United States. Currently, second-level domain space in .us is designated for states and U.S. territories and special purposes as described in the Internet Engineering Task Force's ("IETF") RFC 1480 (titled The US Domain <http://www.ietf.org/rfc/rfc1480.txt?number=1480>) ("RFC 1480"), and is further subdivided into localities and other functional designations.

Individuals and organizations may currently request a delegation from the usTLD Administrator to provide registry and registrar services for a particular locality or localities. Local governments and community-based organizations typically use the usTLD, although some commercial names have been assigned. Where registration for a locality has not been delegated, the usTLD Administrator itself provides necessary registry and registrar services. Information on the locality-based usTLD structure and registration policies is available for review at: <http://www.nic.us>

The usTLD is a widely distributed registry, currently with over 8000 sub-domain delegations to over 800 individuals and entities, who maintain a registry and provide registration services for commercial, educational, and governmental entities. This distributed registration model affords scalable registration services and opportunities for organizations and commercial entities to provide name registration services. For purposes of this acquisition, we will refer to the current .us name space and structure, including its non-locality, functional elements, as the "locality-based usTLD structure."

While the locality-based usTLD structure has not attracted high levels of registration and utilization in comparison to other ccTLD's, it is popular with its current base of users. During consultations with the public on the administration of the usTLD, a considerable number of parties expressed a desire for the continued operation and support of the locality-based usTLD structure. The Contractor will be required to maintain and improve the management of the current usTLD space.

Because of its deeply hierarchical and somewhat cumbersome structure, the usTLD has not been used on a wide scale. The general absence of less hierarchical registration opportunities in the usTLD has limited the domain's attractiveness to users. It has been suggested that this more "generic" space would greatly increase the utility of the usTLD. Therefore, this acquisition also encompasses functions that will allow, on a competitive basis, for the registration of second level domains directly under usTLD (such as example.us).

A number of technical enhancements to the usTLD system functions are required to make the system more robust and reliable. Because the usTLD has operated for the most part on a delegated basis for a number of years, the availability of centralized contact information for the usTLD has proven difficult to maintain. For example, RFC 1480 advises but does not require

that the administrator of a delegated sub-domain operate a database of accurate and up-to-date registration information ("WHOIS") service. As described in section above, "locality-based usTLD structure" in this acquisition refers to the current usTLD space (as described in RFC 1480), including those limited non-locality, functional designations.

Notwithstanding the fact that some of the administrative responsibilities for the locality-based usTLD structure require the registry to act as a registrar in certain limited circumstances, in order to encourage competition in domain name registration services, the Contractor will not be permitted to act as both the registry and a registrar in the expanded usTLD space. Further, the Contractor will be required to perform a core set of usTLD registry functions, as described in the Contractor Requirements section below.

On August 4, 1998, the United States Department of Commerce ("DOC"), through DOC's National Telecommunications and Information Administration ("NTIA"), solicited comments addressing the future expansion and administration of the usTLD space. On March 9, 1999, NTIA hosted a public meeting regarding the future management and administration of the .us domain with approximately sixty participants, including the current usTLD Administrator, current .us registrars, educators, representatives of the technical, public interest and business communities, and federal, state and foreign government officials. NTIA also established an open electronic mailing list to facilitate further public discussions of the issues. On August 17, 2000, NTIA requested comments on a draft SOW for this acquisition. Comments received by NTIA were reviewed and considered by NTIA in connection with preparation of this SOW.

This acquisition is being conducted in accordance with Federal Acquisition Regulation (FAR) Part 13, Simplified Acquisition Procedures.

B. CONTRACTOR REQUIREMENTS

The Contractor must perform the required services for this acquisition as a prime Contractor, not as an agent or subcontractor. (The provision of the required services may be accomplished through coordinating the resources and services provided by entities other than the prime Contractor.) The Contractor must be (a) incorporated within one of the fifty states of the United States of America or the District of Columbia or (b) organized under a law of a state of the United States of America or the District of Columbia. The Contractor must possess and maintain through the performance of this acquisition a physical address within the United States and must be able to demonstrate that all primary registry services will remain within the United States of America (including the District of Columbia).

The Contractor may not charge the United States Government for performance of the requirements of this purchase order (the unit price and amount for Line Items 0001, 0002 and 0003 must each be \$0.00). However, the Contractor may establish and collect fees from third parties for performance of the requirements of this purchase order, provided that the fee levels are approved by the Contracting Officer before going into effect, which approval will not be withheld unreasonably, provided that the fee levels are fair and reasonable.

B.1 Statement of Purpose

The Department of Commerce seeks to acquire centralized management and coordination of registry, registrar (where specified), database, and

information services for the usTLD. In broadest terms, the usTLD was created to provide a locus for registration of domain names to serve the Internet community of the United States, and is intended to be available to a wide range of registrants. Given the foregoing, the Department seeks quotations that will achieve the following objectives:

1. Ensure that procedures and a framework of accountability for the delegation and the administration of usTLD evolve into a more robust, certain, and reliable system.
2. Promote increased use of the usTLD by the Internet community of the United States (including small businesses, consumers, Internet users, not-for-profit organizations, and local governments (i.e., state, city, and county), among others), with residence or a bona fide presence in the United States) through introduction of enhanced services, dissemination of information through advertising and/or other appropriate mechanisms, and simplification of registration services including direct registration.
3. Create a centrally administered and efficiently managed structure that ensures both registrant/consumer confidence and infrastructure stability through coordination of delegations as well as other appropriate functions.
4. Create a stable, flexible, and balanced environment within the usTLD that is conducive to innovation and that will meet the future demands of potential registrants.
5. Ensure continued stability of the domain name system as a whole and the usTLD, particularly throughout the transition period from the current management structure into the new structure developed and maintained under the Contractor.
6. Manage the usTLD consistent with the Internet Corporation for Assigned Names and Numbers' (ICANN) technical management of the DNS.
7. Allow for the adequate protection of intellectual property in the usTLD. This includes, in particular, the implementation of a "sunrise period" that permits qualified trademark owners to pre-register their trademarks as domain names in the expanded usTLD space prior to the opening of the expanded usTLD space to wider registration, and a dispute resolution procedure to address conflicts between trademarks and domain names arising from "cybersquatting" in the usTLD.
8. Establish and maintain consistent communication between the COTR, the Contractor and ICANN. This includes representation of the usTLD in the ICANN ccTLD constituency and contribution to ICANN's operating costs as apportioned to the usTLD through the ICANN budget process.
9. Promote robust competition within the usTLD and in particular registration services that will lead to greater choice, new, and better services for users.

B.2 Core Registry Functions

The Contractor must provide, at a minimum, the services that are outlined below. This list should not be viewed as exhaustive. The Contractor must

provide all systems, software, hardware, facilities, infrastructure, and operation for the following functions:

1. Operation and maintenance of the primary, authoritative server for the usTLD;
2. Operation and/or administration of a constellation of secondary servers for the usTLD;
3. Compilation, generation, and propagation of the usTLD zone file(s);
4. Maintenance of an accurate and up-to-date registration (WHOIS) database for all usTLD registrations;
5. Maintenance of an accurate and up-to-date database of usTLD subdelegation managers;
6. Establishment of a data escrow for usTLD zone file and domain name registration information, including chain of registration data;
7. Compliance with applicable Internet Engineering Task Force (IETF) and applicable ICANN policies for the functions outlined above; and
8. Promotion of awareness and registration in the usTLD including maintaining website with up-to-date policy and registration information for the usTLD.

B.3 Core Policy Requirements

The Contractor must:

1. Implement United States Nexus Requirement: The Contractor must run the usTLD as a country code top level domain intended to serve the community of Internet users (including end users, business, government, and not-for-profit organizations, among others) resident or located with a bona fide presence in the United States, and is not intended to attract or otherwise encourage registrations from outside the United States. In addition to the current policy set forth in RFC 1480 requiring that usTLD domain name registrations be hosted on computers located within the United States, the Contractor must implement a United States Nexus Requirement in both the locality-based usTLD structure and the expanded usTLD space.
2. Adopt ICANN Policies Pertaining to Open ccTLD's: Although the usTLD is intended to serve the Internet community of the United States, and is not intended to encourage registrations from entities or individuals resident outside the United States, the Contractor must follow the ICANN policies pertaining to open ccTLD's unless otherwise directed by the Contracting Officer.
3. Implement a Uniform Domain Name Dispute Resolution Procedure and Sunrise Policy. The Contractor must implement a uniform domain name dispute resolution procedure intended to resolve disputes arising from "cybersquatting" applicable to the usTLD (such policy is intended to be modeled upon the ICANN Uniform Domain Name Dispute Resolution Procedure, consistent with modifications necessary for such policy to be applicable to the usTLD specifically). The Contractor must also implement a "Sunrise Policy" that permits qualified trademark owners to pre-register their

trademarks as domain names in the expanded usTLD space prior to the opening of the expanded usTLD space to wider registration.

4. Abide by Government Advisory Committee Principles: The Contractor must abide by the principles and procedures set forth in the Government Advisory Committee document "Principles for the Delegation and Management of Country-Code Top Level Domains," unless inconsistent with U.S. law or regulation.

B.4 Locality-based usTLD Structure Functions

The Contractor must:

1. Provide Service for Existing Delegees and Registrants: Provide service and support for existing delegees and registrants in the existing, locality-based usTLD structure under current practice, including policies set forth in RFC 1480 and other documented usTLD policies.
2. Provide Services for Undelegated Third Level Sub-Domains: Provide direct registry and registrar services for all other undelegated third level locality sub-domains, including services for CO and CI, and undelegated special purpose domains (K12, CC, TEC, LIB, MUS, STATE, DST, COG and GEN).
3. Modernize Locality-Based usTLD processes: The Contractor must modernize and automate the locality-based usTLD delegation and registration process under the control of the usTLD administrator, including the creation of an electronic database to store historical usTLD registration data.
4. Coordinate Current Locality-Based usTLD Users: The Contractor must create a mechanism or mechanisms whereby delegated managers of the usTLD, users of the locality-based usTLD, traditional usTLD user groups (such as state and local governments, the library community and educational institutions, among others), and other interested parties, can coordinate to discuss usTLD administrative, technical, and policy issues related to the operation and management of locality-based usTLD structure.
5. Investigate Compliance with Current Locality-Based usTLD Policies: The Contractor must conduct an investigation (or commission such an investigation) and submit a report to the COTR, within six months after purchase order award, evaluating the compliance of existing sub-domain managers with the requirements of RFC 1480 and other documented usTLD policies. Further, the study should include an evaluation of "locality-squatting" issues, or the practice of registering a locality name without providing a responsive level of service to such locality. Such report must recommend structural, procedural, and policy changes designed to enhance such compliance or improve usTLD registration services and increase the value of the locality-based usTLD structure to local communities. During this evaluation period, the Contractor must not make any additional locality delegations or transfers unless otherwise directed by the Contracting Officer.
6. Develop Database of usTLD Delegated Managers: The Contractor must develop a single database for up-to-date and verified contact information for all delegated managers in the usTLD, including to locality-level and functional second level (where delegated) administrators and, where applicable, for all sub-delegations made by such locality-level or second level administrators. Such databases should allow for multiple string and

field searching through a free, public, web-based interface, and consist of at least the following elements:

- A. The name of the delegated manager;
 - B. The IP address of the primary nameserver and secondary nameserver(s) for the delegation;
 - C. The corresponding names of those nameservers;
 - D. The date of delegation;
 - E. The name and postal address of the delegated manager;
 - F. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the delegated manager;
 - G. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the delegated manager; and
 - H. The website or other contact information through which registrations can be accepted under that delegation.
7. Develop Registrant WHOIS Database: The Contractor must develop an enhanced searchable WHOIS database that contains, or provides reliable access to, all locality-based usTLD registrants including the registrants of delegated usTLD managers and, where applicable, registrants located under delegated managers' sub-delegations. Such WHOIS database must allow for multiple string and field searching through a free, public, web-based interface, and consist of at least the following elements:
- A. The name of the domain registered;
 - B. The Internet Protocol (IP) address of the primary nameserver and secondary nameserver(s) for the registered domain name;
 - C. The corresponding names of those nameservers;
 - D. The identity of the delegated manager under which the name is registered;
 - E. The creation date of the registration;
 - F. The name and postal address of the domain name holder;
 - G. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the domain name holder; and
 - H. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the domain name holder.

B.5 Expanded usTLD Space Functions

The Contractor must not act as a registrar in the expanded usTLD space. Presented below is a non-exhaustive list of elements that the Contractor must incorporate into its procedures and policies for the expanded usTLD structure:

1. Develop and Implement Shared Registration System: The Contractor must develop and implement a shared registration system whereby qualified competing registrars may register domain names for their customers in the expanded usTLD space (i.e., example.us). At a minimum, this proposed shared registration system must allow an unlimited number of accredited/licensed registrars to register domain names in the expanded usTLD; provide equivalent access to the system for all accredited/licensed registrars to register domains and transfer domain name registrations among competing accredited/licensed registrars; update domain name registrations; and provide technical support for accredited/licensed registrars.
2. Accreditation of usTLD Registrars: The Contractor must develop and implement a process describing the manner in which registrars in the expanded usTLD space will be accredited to register names in the expanded usTLD.
3. Technical Certification of usTLD Registrars: The Contractor must develop and implement a process for technical certification of registrars in the expanded usTLD space.
4. Develop WHOIS Database: The Contractor must develop an enhanced searchable WHOIS database that contains, or provides reliable access to, all expanded usTLD registrations. Such WHOIS database must be operated at the registry level (as opposed to at the level of individual accredited registrars) and allow for multiple string and field searching through a free, public, web-based interface, and consist of at least the following elements:
 - a. The name of the second level domain registered;
 - b. The IP address of the primary nameserver and secondary nameserver(s) for the registered domain name;
 - c. The corresponding names of those nameservers;
 - d. The creation date of the registration;
 - e. The name and postal address of the domain name holder;
 - f. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the domain name holder; and
 - g. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the domain name holder.
5. Community Outreach Plan: The Contractor must develop a public outreach mechanism whereby the public space can suggest or recommend additional

policies or procedures for the usTLD that may be developed or suggest how existing policy should be modified or updated.

C. REPORTING REQUIREMENTS AND DELIVERABLES

The Contractor must post the following reports on their Internet site in order to facilitate transparency and public access.

C.1 Investigational Study (One-Time Report Due Six Months After Purchase Order Award)

The Contractor must conduct an investigation and submit a written report to the COTR, within six months after purchase order award, evaluating the compliance of existing sub-domain managers with the requirements of RFC 1480 and other documented usTLD policies. Such report must recommend structural, procedural, or policy changes designed to enhance such compliance and increase the value of the locality-based structure to local communities. During this evaluation period, the Contractor must make no additional locality delegations unless otherwise directed by the Contracting Officer.

C.2 Progress Reports

For the first two years of the purchase order, the Contractor must submit monthly progress reports to the COTR, in writing, detailing the Contractor's progress towards meeting the purchase order SOW requirements. Thereafter, such reports must be provided to the COTR on a quarterly basis.

These reports must indicate the status of all major events, as well as major work performed during the month, including technical status, accomplishments, and complications experienced in fulfilling the SOW requirements, and must be submitted in such detail and form as required by the COTR. Such reports must also provide performance data related to operation of the usTLD including, but not limited to, the following: the total number of registry transactions; the number of new, transferred or deleted registrations in the usTLD (including cumulative registrations over time); the number of delegated managers and changes in delegated managers in the locality-based usTLD space; the number of registrars accredited to register names in the expanded usTLD space, including the operational status of those registrars; and any updates or modifications to the shared registration system made by the Contractor.

1. 52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (MAR 2001)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-3, Convict Labor (AUG 1996) (E.O. 11755).
- (ii) 52.225-13, Restrictions on Certain Foreign Purchases (July 2000) (E.O.'s 12722, 12724, 13059, 13067, 13121, and 13129).
- (iii) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

- (i) 52.232-1, Payments (APR 1984).
- (ii) 52.232-8, Discounts for Prompt Payment (MAY 1997).
- (iii) 52.232-11, Extras (APR 1984).
- (iv) 52.232-25, Prompt Payment (JUN 1997).
- (v) 52.233-1, Disputes (DEC 1998).
- (vi) 52.244-6, Subcontracts for Commercial Items and Commercial Components (MAR 2001).
- (viii) 52.253-1, Computer Generated Forms (JAN 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States).
- (ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246) (Applies to contracts over \$10,000).
- (iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998) (38 U.S.C. 4212) (Applies to contracts over \$10,000).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000).
- (v) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999) (38 U.S.C. 4212) (Applies to contracts over \$10,000).
- (vi) 52.222-41, Service Contract Act of 1965, As Amended (MAY 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500).
- (vii) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2001) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (viii) 52.223-5, Pollution Prevention and Right-to-Know Information (APR 1998) (E.O. 12856) (Applies to services performed on Federal facilities).
- (ix) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (FEB 2000) (41 U.S.C. 10a - 10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--
 - (A) Is set aside for small business concerns; or
 - (B) Cannot be set aside for small business concerns (19.502-2), and does not exceed \$25,000).
- (x) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)
- (xi) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR)

database as its source of EFT information.)

(xii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (June 2000) (46 U.S.C. 1241). (Applies to supplies transported by ocean vessels.)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were taken in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only 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. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of 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.

(e) 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.

(f) 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 that 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 that reasonably could have been avoided.

(g) 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.

(h) 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.

2. 52.233-1 I DISPUTES (DEC 1998)--ALTERNATE I (DEC 1991)
(Reference 33.215)

3. 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
(Reference 39.107)

4. 52.203-12 DEV 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION NOV 1990) (JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and,
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services as defined in subsection 101(3), title 37, United States Code.
- (3) A special Government employee, as defined in section 202,

title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other

things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.
- (3) The prohibitions of the Act do not apply under the following conditions:
 - (i) Agency and legislative liaison by own employees.
 - (A) The prohibition on the use of appropriated funds, in subparagraph (b) (1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
 - (B) For purposes of subdivision (b) (3) (i) (A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
 - (C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:
 - (1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.
 - (2) Technical discussions and other activities regarding the application or adaptation of

the person's products or services for an agency's use.

- (D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--
 - (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
 - (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
 - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.
- (E) Only those services expressly authorized by subdivision (b) (3) (i) (A) of this clause are permitted under this clause.
- (ii) Professional and technical services.
 - (A) The prohibition on the use of appropriated funds, in subparagraph (b) (1) of this clause, does not apply in the case of--
 - (1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
 - (2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or any extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation,

submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

- (B) For purposes of subdivision (b) (3) (ii) (A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.
- (C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
- (D) Only those services expressly authorized by

subdivisions (b) (3) (ii) (A) (1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iii) Selling activities by independent sales representatives.

The prohibition on the use of appropriated funds, in subparagraph (b) (1) of this clause, does not apply to the following sales activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter;

(A) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(B) Technical discussions and other activities regarding the application or adoption of the person's products or services for an agency's use.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b) (1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c) (1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or received any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding

Contractor.

- (d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.
- (e) Penalties.
 - (1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
 - (2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.
- (f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

5. 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (MARCH 2000)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

6. 1352.201-71 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (MARCH 2000)

a. Ms. Karen Rose is hereby designated as the Contracting Officer's Technical Representative (COTR). The COTR may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the Contract. The COTR is located at:

U S DEPT OF COMMERCE
NATIONAL TELECOMMUNICATIONS AND INFORMATION ADMINISTRATION
1401 CONSTITUTION AVE NW RM 4714
WASHINGTON DC 20230

Phone: (202) 482-1866
Email: KRose@ntia.doc.gov

- b. The responsibilities and limitations of the COTR are as follows:
- (1) The COTR is responsible for the technical aspects of the project and serves as technical liason with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
 - (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for the COTR by naming such assistant(s) in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

7. 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

SB1335-02-W-0175

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days of expiration of the then-current contract year, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 6 years.

8. 52.227-17 RIGHTS IN DATA--SPECIAL WORKS (JUN 1987)

(a) Definitions.

"Data," as used in this clause, means recorded information regardless of form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing or management information.

"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.

(b) Allocation of Rights. (1) The Government shall have--

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause for copyright.

(ii) The right to limit exercise of claim to copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in such data, in accordance with subparagraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with subparagraph (c)(1) of this clause, the right to establish claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright. (1) Data first produced in the performance of this contract.

(i) The Contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When claim to copyright is made, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to such data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in subdivision (c)(1)(i) of this clause, the Contracting Officer may direct the Contractor to establish, or authorize the establishment of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor

identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c) (1) of this clause.

(d) Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) Indemnity. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

9. 1352.233-70 HARMLESS FROM LIABILITY (MARCH 2000)

The Contractor shall hold and save the Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses to which they may be subject, for or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrongful omission of the contractor, or any subcontractor, their employees, and agents.

10. 52.243-1 I CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

11. 1352.252-70 REGULATORY NOTICE (MARCH 2000)

Contractors are advised that certain provisions and clauses identified with a Commerce Acquisition Regulation (CAR) notation for identification purposes, have not yet been incorporated into the CAR. However, all of these items are binding for this acquisition and will eventually be contained in the CAR at Part 13 of Title 48 of the Code of Federal Regulations.