

|  |                         |   |   |  |                 |  |               |
|--|-------------------------|---|---|--|-----------------|--|---------------|
| <b>AWARD/CONTRACT</b>  |                         | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) |   |  | RATING          | PAGE OF PAGES<br>1   41  |               |
| 2. CONTRACT (Proc. Inst. Ident.) NO.<br>M67854-09-D-4726   |                         | 3. EFFECTIVE DATE<br>22 Dec 2008                          |   | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO.  |                 |  |               |
| 5. ISSUED BY<br>MARINE CORPS SYSTEMS COMMAND, CTQ<br>ATTN: MICHAEL BUSANSKY<br>2210 WILLIAMS STREET<br>QUANTICO VA 22134-5050  |                         | CODE<br>M67854  | 6. ADMINISTERED BY (If other than Item 5)<br><br><b>See Item 5</b>  |  |                 | CODE   |               |
| 7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code)<br>GENERAL DYNAMICS INFORMATION TECHNOLOGY,<br>JIMMY EPPS<br>77 A STREET<br>NEEDHAM MA 02494-2806  |                         |   |   | 8. DELIVERY<br>[ ] FOB ORIGIN [ X ] OTHER (See below)  |                 |  |               |
|  |                         |   |   | 9. DISCOUNT FOR PROMPT PAYMENT<br>Net 30 Days  |                 |  |               |
|  |                         |   |   | 10. SUBMIT INVOICES 0<br>(4 copies unless otherwise specified)<br>TO THE ADDRESS<br>SHOWN IN:  |                 | ITEM<br><br><b>Section G</b>                                     |               |
| CODE 4KAB7   |                         | FACILITY CODE   |   |  |                 |  |               |
| 11. SHIP TO/MARK FOR<br><br><b>See Schedule</b>  |                         | CODE  | 12. PAYMENT WILL BE MADE BY<br>DFAS-COLUMBUS CENTER<br>MARINE CORPS<br>ATTN- KANSAS CITY<br>P.O. BOX 369022<br>COLUMBUS OH 43218-9022 |  |                 | CODE   | M67443        |
| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:<br>[ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )  |                         |   |   | 14. ACCOUNTING AND APPROPRIATION DATA  |                 |  |               |
| 15A. ITEM NO.  | 15B. SUPPLIES/ SERVICES |   | 15C. QUANTITY   | 15D. UNIT  | 15E. UNIT PRICE | 15F. AMOUNT  |               |
| <b>SEE SCHEDULE</b>  |                         |   |   |  |                 |  |               |
| <b>15G. TOTAL AMOUNT OF CONTRACT</b>   |                         |   |   |  |                 |  | <b>\$0.00</b> |
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| <b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>   |                         |   |   |  |                 |  |               |
| 17. [ X ] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return [ ] copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein.<br>(Attachments are listed herein.) |                         |   |   | 18. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number M67854-08-R-4913-0007 REF: Proposal dated October 6, 2008 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. |                 |  |               |
| 19A. NAME AND TITLE OF SIGNER (Type or print)  |                         |   |   | 20A. NAME OF CONTRACTING OFFICER<br>MICHAEL D. BUSANSKY / CONTRACTING OFFICER<br>TEL: 703-432-5093 EMAIL: michael.busansky@usmc.mil  |                 |  |               |
| 19B. NAME OF CONTRACTOR  |                         | 19C. DATE SIGNED  |   | 20B. UNITED STATES OF AMERICA  |                 | 20C. DATE SIGNED   |               |
| BY _____<br>(Signature of person authorized to sign)   |                         |   |   | BY <i>Michael D. Busansky</i><br>(Signature of Contracting Officer)  |                 | 22-Dec-2008  |               |

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES   | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT  |
|---------|---|--------------|------|------------|-------------|
| 0001    | Firm-Fixed-Price MCEITS Task Orders<br>FFP<br>Firm-Fixed-Price MCEITS Task Orders IAW the General Scope Document.<br>FOB: Destination | UNDEFINED    |      | UNDEFINED  | \$0.00 NTE  |
|         |   |              |      |            | MAX NET AMT |
|         |   |              |      |            | \$0.00      |

| ITEM NO | SUPPLIES/SERVICES   | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT           |
|---------|---|--------------|------|------------|----------------------|
| 0002    | Cost-Plus-Fixed-Fee MCEITS Task Orders<br>CPFF<br>CPFF MCEITS Task Orders IAW the General Scope Document.<br>FOB: Destination | UNDEFINED    |      | UNDEFINED  | \$0.00               |
|         |   |              |      |            | MAX COST             |
|         |   |              |      |            | UNDEFINED            |
|         |   |              |      |            | FIXED FEE            |
|         |   |              |      |            | UNDEFINED            |
|         |   |              |      |            | TOTAL MAX COST + FEE |
|         |   |              |      |            | \$0.00               |

| ITEM NO | SUPPLIES/SERVICES   | MAX QUANTITY | UNIT | UNIT PRICE               | MAX AMOUNT |
|---------|---|--------------|------|--------------------------|------------|
| 0003    | Fixed-Price-Incentive MCEITS Task Orders<br>FPI<br>FPI MCEITS Task Orders IAW the General Scope Document.<br>FOB: Destination | UNDEFINED    |      | UNDEFINED                | \$0.00     |
|         |   |              |      | TARGET COST              | \$0.00     |
|         |   |              |      | TARGET PROFIT            | \$0.00     |
|         |   |              |      | TOTAL TARGET PRICE       | \$0.00     |
|         |   |              |      | CEILING PRICE            | UNDEFINED  |
|         |   |              |      | SHARE RATIO ABOVE TARGET |            |
|         |   |              |      | SHARE RATIO BELOW TARGET |            |

| ITEM NO | SUPPLIES/SERVICES  | MAX QUANTITY | UNIT | UNIT PRICE    | MAX AMOUNT |
|---------|--|--------------|------|---------------|------------|
| 0004    | Labor Hour MCEITS Task Orders<br>LH<br>Labor Hour MCEITS Task Orders IAW the General Scope Document. For Emergent requirements only.<br>FOB: Destination | UNDEFINED    |      | UNDEFINED     | UNDEFINED  |
|         |  |              |      | TOT MAX PRICE | \$0.00 NTE |

| ITEM NO | SUPPLIES/SERVICES   | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|---|--------------|------|------------|------------|
| 0005    | Travel for MCEITS Task Orders<br>COST<br>Travel for MCEITS Task Orders IAW the General Scope Document and the JTR<br>FOB: Destination | UNDEFINED    |      | UNDEFINED  | \$0.00     |
|         |   |              |      | MAX COST   | UNDEFINED  |

| ITEM NO | SUPPLIES/SERVICES  | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|--|--------------|------|------------|------------|
| 0006    | Other Direct Cost for MCEITS Task Orders<br>COST<br>ODCs for MCEITS Task Orders IAW the General Scope Document<br>FOB: Destination | UNDEFINED    |      | UNDEFINED  | \$0.00     |
|         |  |              |      | MAX COST   | UNDEFINED  |

| ITEM NO | SUPPLIES/SERVICES  | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|--|--------------|------|------------|------------|
| 0007    | CDRLs and Technical Data<br><br>CDRLs and Technical data in support of CLINs 0001-0006 per issued Task Orders.<br>FOB: Destination | UNDEFINED    |      |            | NSP        |
|         |  |              |      | MAX COST   |            |

| ITEM NO        | SUPPLIES/SERVICES   | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|--------------|------|------------|------------|
| 1001<br>OPTION | Firm-Fixed-Price MCEITS Task Orders<br>FFP<br>Firm-Fixed-Price MCEITS Task Orders IAW the General Scope Document.<br>FOB: Destination | UNDEFINED    |      | UNDEFINED  | \$0.00 NTE |

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|                |        |
|----------------|--------|
| MAX<br>NET AMT | \$0.00 |
|----------------|--------|

| ITEM NO        | SUPPLIES/SERVICES   | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|--------------|------|------------|------------|
| 1002<br>OPTION | Cost-Plus-Fixed-Fee MCEITS Task Orders<br>CPFF<br>CPFF MCEITS Task Orders IAW the General Scope Document.<br>FOB: Destination | UNDEFINED    |      | UNDEFINED  | \$0.00     |

|                      |           |
|----------------------|-----------|
| MAX COST             | UNDEFINED |
| FIXED FEE            | UNDEFINED |
| TOTAL MAX COST + FEE | \$0.00    |

| ITEM NO        | SUPPLIES/SERVICES   | MAX QUANTITY | UNIT | UNIT PRICE               | MAX AMOUNT |
|----------------|---|--------------|------|--------------------------|------------|
| 1003<br>OPTION | Fixed-Price-Incentive MCEITS Task Orders<br>FPI<br>FPI MCEITS Task Orders IAW the General Scope Document.<br>FOB: Destination | UNDEFINED    |      | UNDEFINED                | \$0.00     |
|                |   |              |      | TARGET COST              | \$0.00     |
|                |   |              |      | TARGET PROFIT            | \$0.00     |
|                |   |              |      | TOTAL TARGET PRICE       | \$0.00     |
|                |   |              |      | CEILING PRICE            | UNDEFINED  |
|                |   |              |      | SHARE RATIO ABOVE TARGET |            |
|                |   |              |      | SHARE RATIO BELOW TARGET |            |

| ITEM NO        | SUPPLIES/SERVICES  | MAX QUANTITY | UNIT | UNIT PRICE    | MAX AMOUNT |
|----------------|--|--------------|------|---------------|------------|
| 1004<br>OPTION | Labor Hour MCEITS Task Orders<br>LH<br>Labor Hour MCEITS Task Orders IAW the General Scope Document. For Emergent requirements only.<br>FOB: Destination | UNDEFINED    |      | UNDEFINED     | UNDEFINED  |
|                |  |              |      | TOT MAX PRICE | \$0.00 NTE |

| ITEM NO        | SUPPLIES/SERVICES   | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|--------------|------|------------|------------|
| 1005<br>OPTION | Travel for MCEITS Task Orders<br>COST<br>Travel for MCEITS Task Orders IAW the General Scope Document and the JTR<br>FOB: Destination | UNDEFINED    |      | UNDEFINED  | \$0.00     |
|                |   |              |      | MAX COST   | UNDEFINED  |

| ITEM NO        | SUPPLIES/SERVICES  | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|--|--------------|------|------------|------------|
| 1006<br>OPTION | Other Direct Cost for MCEITS Task Orders<br>COST<br>ODCs for MCEITS Task Orders IAW the General Scope Document<br>FOB: Destination | UNDEFINED    |      | UNDEFINED  | \$0.00     |
|                |  |              |      | MAX COST   | UNDEFINED  |

| ITEM NO        | SUPPLIES/SERVICES  | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|--|--------------|------|------------|------------|
| 1007<br>OPTION | CDRLs and Technical Data   | UNDEFINED    |      |            | NSP        |
|                | CDRLs and Technical data in support of CLINs 1001-1006 per issued Task Orders.<br>FOB: Destination |              |      | MAX COST   |            |

| ITEM NO        | SUPPLIES/SERVICES   | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|--------------|------|------------|------------|
| 2001<br>OPTION | Firm-Fixed-Price MCEITS Task Orders<br>FFP<br>Firm-Fixed-Price MCEITS Task Orders IAW the General Scope Document.<br>FOB: Destination | UNDEFINED    |      | UNDEFINED  | \$0.00 NTE |

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|                |        |
|----------------|--------|
| MAX<br>NET AMT | \$0.00 |
|----------------|--------|

| ITEM NO        | SUPPLIES/SERVICES   | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|--------------|------|------------|------------|
| 2002<br>OPTION | Cost-Plus-Fixed-Fee MCEITS Task Orders<br>CPFF<br>CPFF MCEITS Task Orders IAW the General Scope Document.<br>FOB: Destination | UNDEFINED    |      | UNDEFINED  | \$0.00     |

|                      |           |
|----------------------|-----------|
| MAX COST             | UNDEFINED |
| FIXED FEE            | UNDEFINED |
| TOTAL MAX COST + FEE | \$0.00    |

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| ITEM NO        | SUPPLIES/SERVICES   | MAX<br>QUANTITY | UNIT | UNIT PRICE               | MAX AMOUNT |
|----------------|---|-----------------|------|--------------------------|------------|
| 2003<br>OPTION | Fixed-Price-Incentive MCEITS Task Orders<br>FPI<br>FPI MCEITS Task Orders IAW the General Scope Document.<br>FOB: Destination | UNDEFINED       |      | UNDEFINED                | \$0.00     |
|                |   |                 |      | TARGET COST              | \$0.00     |
|                |   |                 |      | TARGET PROFIT            | \$0.00     |
|                |   |                 |      | TOTAL TARGET PRICE       | \$0.00     |
|                |   |                 |      | CEILING PRICE            | UNDEFINED  |
|                |   |                 |      | SHARE RATIO ABOVE TARGET |            |
|                |   |                 |      | SHARE RATIO BELOW TARGET |            |

| ITEM NO        | SUPPLIES/SERVICES   | MAX<br>QUANTITY | UNIT | UNIT PRICE    | MAX AMOUNT |
|----------------|---|-----------------|------|---------------|------------|
| 2004<br>OPTION | Labor Hour MCEITS Task Orders<br>LH<br>Labor Hour MCEITS Task Orders IAW the General Scope Document. For<br>Emergent requirements only.<br>FOB: Destination | UNDEFINED       |      | UNDEFINED     | UNDEFINED  |
|                |   |                 |      | TOT MAX PRICE | \$0.00 NTE |

| ITEM NO        | SUPPLIES/SERVICES   | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|--------------|------|------------|------------|
| 2005<br>OPTION | Travel for MCEITS Task Orders<br>COST<br>Travel for MCEITS Task Orders IAW the General Scope Document and the JTR<br>FOB: Destination | UNDEFINED    |      | UNDEFINED  | \$0.00     |
|                |   |              |      | MAX COST   | UNDEFINED  |

| ITEM NO        | SUPPLIES/SERVICES  | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|--|--------------|------|------------|------------|
| 2006<br>OPTION | Other Direct Cost for MCEITS Task Orders<br>COST<br>ODCs for MCEITS Task Orders IAW the General Scope Document<br>FOB: Destination | UNDEFINED    |      | UNDEFINED  | \$0.00     |
|                |  |              |      | MAX COST   | UNDEFINED  |

| ITEM NO        | SUPPLIES/SERVICES  | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|--|--------------|------|------------|------------|
| 2007<br>OPTION | CDRLs and Technical Data<br><br>CDRLs and Technical data in support of CLINs 2001-2006 per issued Task Orders.<br>FOB: Destination | UNDEFINED    |      |            | NSP        |
|                |  |              |      | MAX COST   |            |

| ITEM NO        | SUPPLIES/SERVICES   | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|--------------|------|------------|------------|
| 3001<br>OPTION | Firm-Fixed-Price MCEITS Task Orders<br>FFP<br>Firm-Fixed-Price MCEITS Task Orders IAW the General Scope Document.<br>FOB: Destination | UNDEFINED    |      | UNDEFINED  | \$0.00 NTE |

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|                |        |
|----------------|--------|
| MAX<br>NET AMT | \$0.00 |
|----------------|--------|

| ITEM NO        | SUPPLIES/SERVICES   | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|--------------|------|------------|------------|
| 3002<br>OPTION | Cost-Plus-Fixed-Fee MCEITS Task Orders<br>CPFF<br>CPFF MCEITS Task Orders IAW the General Scope Document.<br>FOB: Destination | UNDEFINED    |      | UNDEFINED  | \$0.00     |

|                      |           |
|----------------------|-----------|
| MAX COST             | UNDEFINED |
| FIXED FEE            | UNDEFINED |
| TOTAL MAX COST + FEE | \$0.00    |

| ITEM NO        | SUPPLIES/SERVICES   | MAX<br>QUANTITY | UNIT | UNIT PRICE               | MAX AMOUNT |
|----------------|---|-----------------|------|--------------------------|------------|
| 3003<br>OPTION | Fixed-Price-Incentive MCEITS Task Orders<br>FPI<br>FPI MCEITS Task Orders IAW the General Scope Document.<br>FOB: Destination | UNDEFINED       |      | UNDEFINED                | \$0.00     |
|                |   |                 |      | TARGET COST              | \$0.00     |
|                |   |                 |      | TARGET PROFIT            | \$0.00     |
|                |   |                 |      | TOTAL TARGET PRICE       | \$0.00     |
|                |   |                 |      | CEILING PRICE            | UNDEFINED  |
|                |   |                 |      | SHARE RATIO ABOVE TARGET |            |
|                |   |                 |      | SHARE RATIO BELOW TARGET |            |

| ITEM NO        | SUPPLIES/SERVICES   | MAX<br>QUANTITY | UNIT | UNIT PRICE    | MAX AMOUNT |
|----------------|---|-----------------|------|---------------|------------|
| 3004<br>OPTION | Labor Hour MCEITS Task Orders<br>LH<br>Labor Hour MCEITS Task Orders IAW the General Scope Document. For<br>Emergent requirements only.<br>FOB: Destination | UNDEFINED       |      | UNDEFINED     | UNDEFINED  |
|                |   |                 |      | TOT MAX PRICE | \$0.00 NTE |

| ITEM NO        | SUPPLIES/SERVICES   | MAX<br>QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|-----------------|------|------------|------------|
| 3005<br>OPTION | Travel for MCEITS Task Orders<br>COST<br>Travel for MCEITS Task Orders IAW the General Scope Document and the JTR<br>FOB: Destination | UNDEFINED       |      | UNDEFINED  | \$0.00     |
|                |   |                 |      | MAX COST   | UNDEFINED  |

| ITEM NO        | SUPPLIES/SERVICES  | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|--|--------------|------|------------|------------|
| 3006<br>OPTION | Other Direct Cost for MCEITS Task Orders<br>COST<br>ODCs for MCEITS Task Orders IAW the General Scope Document<br>FOB: Destination | UNDEFINED    |      | UNDEFINED  | \$0.00     |
|                |  |              |      | MAX COST   | UNDEFINED  |

| ITEM NO        | SUPPLIES/SERVICES  | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|--|--------------|------|------------|------------|
| 3007<br>OPTION | CDRLs and Technical Data   | UNDEFINED    |      |            | NSP        |
|                | CDRLs and Technical data in support of CLINs 3001-3006 per issued Task Orders.<br>FOB: Destination |              |      | MAX COST   |            |

| ITEM NO        | SUPPLIES/SERVICES   | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|--------------|------|------------|------------|
| 4001<br>OPTION | Firm-Fixed-Price MCEITS Task Orders<br>FFP<br>Firm-Fixed-Price MCEITS Task Orders IAW the General Scope Document.<br>FOB: Destination | UNDEFINED    |      | UNDEFINED  | \$0.00 NTE |

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|                |        |
|----------------|--------|
| MAX<br>NET AMT | \$0.00 |
|----------------|--------|

| ITEM NO        | SUPPLIES/SERVICES   | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|--------------|------|------------|------------|
| 4002<br>OPTION | Cost-Plus-Fixed-Fee MCEITS Task Orders<br>CPFF<br>CPFF MCEITS Task Orders IAW the General Scope Document.<br>FOB: Destination | UNDEFINED    |      | UNDEFINED  | \$0.00     |

|                      |           |
|----------------------|-----------|
| MAX COST             | UNDEFINED |
| FIXED FEE            | UNDEFINED |
| TOTAL MAX COST + FEE | \$0.00    |

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| ITEM NO | SUPPLIES/SERVICES                                      | MAX QUANTITY | UNIT | UNIT PRICE               | MAX AMOUNT |
|---------|--|--------------|------|--------------------------|------------|
| 4003    |  | UNDEFINED    |      | UNDEFINED                | \$0.00     |
| OPTION  | Fixed-Price-Incentive MCEITS Task Orders               |              |      |                          |            |
|         | FPI  |              |      |                          |            |
|         | FPI MCEITS Task Orders IAW the General Scope Document. |              |      |                          |            |
|         | FOB: Destination                                       |              |      |                          |            |
|         |  |              |      | TARGET COST              | \$0.00     |
|         |  |              |      | TARGET PROFIT            | \$0.00     |
|         |  |              |      | TOTAL TARGET PRICE       | \$0.00     |
|         |  |              |      | CEILING PRICE            | UNDEFINED  |
|         |  |              |      | SHARE RATIO ABOVE TARGET |            |
|         |  |              |      | SHARE RATIO BELOW TARGET |            |

| ITEM NO | SUPPLIES/SERVICES   | MAX QUANTITY | UNIT | UNIT PRICE    | MAX AMOUNT |
|---------|---|--------------|------|---------------|------------|
| 4004    |   | UNDEFINED    |      | UNDEFINED     | UNDEFINED  |
| OPTION  | Labor Hour MCEITS Task Orders   |              |      |               |            |
|         | LH  |              |      |               |            |
|         | Labor Hour MCEITS Task Orders IAW the General Scope Document. For Emergent requirements only. |              |      |               |            |
|         | FOB: Destination  |              |      |               |            |
|         |   |              |      | TOT MAX PRICE | \$0.00 NTE |

| ITEM NO | SUPPLIES/SERVICES  | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|--|--------------|------|------------|------------|
| 4005    |  | UNDEFINED    |      | UNDEFINED  | \$0.00     |
| OPTION  | Travel for MCEITS Task Orders  |              |      |            |            |
|         | COST   |              |      |            |            |
|         | Travel for MCEITS Task Orders IAW the General Scope Document and the JTR |              |      |            |            |
|         | FOB: Destination   |              |      |            |            |
|         |  |              |      | MAX COST   | UNDEFINED  |

| ITEM NO        | SUPPLIES/SERVICES  | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|--|--------------|------|------------|------------|
| 4006<br>OPTION | Other Direct Cost for MCEITS Task Orders<br>COST<br>ODCs for MCEITS Task Orders IAW the General Scope Document<br>FOB: Destination | UNDEFINED    |      | UNDEFINED  | \$0.00     |
|                |  |              |      | MAX COST   | UNDEFINED  |

| ITEM NO        | SUPPLIES/SERVICES  | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|--|--------------|------|------------|------------|
| 4007<br>OPTION | CDRLs and Technical Data<br><br>CDRLs and Technical data in support of CLINs 4001-4006 per issued Task Orders.<br>FOB: Destination | UNDEFINED    |      |            | NSP        |
|                |  |              |      | MAX COST   |            |

| ITEM NO        | SUPPLIES/SERVICES   | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|--------------|------|------------|------------|
| 5001<br>OPTION | Firm-Fixed-Price MCEITS Task Orders<br>FFP<br>Firm-Fixed-Price MCEITS Task Orders IAW the General Scope Document.<br>FOB: Destination | UNDEFINED    |      | UNDEFINED  | \$0.00 NTE |

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|                |        |
|----------------|--------|
| MAX<br>NET AMT | \$0.00 |
|----------------|--------|

| ITEM NO        | SUPPLIES/SERVICES   | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|--------------|------|------------|------------|
| 5002<br>OPTION | Cost-Plus-Fixed-Fee MCEITS Task Orders<br>CPFF<br>CPFF MCEITS Task Orders IAW the General Scope Document.<br>FOB: Destination | UNDEFINED    |      | UNDEFINED  | \$0.00     |

|                      |           |
|----------------------|-----------|
| MAX COST             | UNDEFINED |
| FIXED FEE            | UNDEFINED |
| TOTAL MAX COST + FEE | \$0.00    |

| ITEM NO | SUPPLIES/SERVICES                                      | MAX<br>QUANTITY | UNIT | UNIT PRICE               | MAX AMOUNT   |
|---------|--|-----------------|------|--------------------------|--------------|
| 5003    |  | UNDEFINED       |      | UNDEFINED                | \$0.00       |
| OPTION  | Fixed-Price-Incentive MCEITS Task Orders               |                 |      |                          |              |
|         | FPI  |                 |      |                          |              |
|         | FPI MCEITS Task Orders IAW the General Scope Document. |                 |      |                          |              |
|         | FOB: Destination                                       |                 |      |                          |              |
|         |  |                 |      | TARGET COST              | \$0.00       |
|         |  |                 |      | TARGET PROFIT            | \$0.00       |
|         |  |                 |      | TOTAL TARGET PRICE       | <hr/> \$0.00 |
|         |  |                 |      | CEILING PRICE            | UNDEFINED    |
|         |  |                 |      | SHARE RATIO ABOVE TARGET |              |
|         |  |                 |      | SHARE RATIO BELOW TARGET |              |

| ITEM NO | SUPPLIES/SERVICES   | MAX<br>QUANTITY | UNIT | UNIT PRICE    | MAX AMOUNT |
|---------|---|-----------------|------|---------------|------------|
| 5004    |   | UNDEFINED       |      | UNDEFINED     | UNDEFINED  |
| OPTION  | Labor Hour MCEITS Task Orders   |                 |      |               |            |
|         | LH  |                 |      |               |            |
|         | Labor Hour MCEITS Task Orders IAW the General Scope Document. For Emergent requirements only. |                 |      |               |            |
|         | FOB: Destination  |                 |      |               |            |
|         |   |                 |      | TOT MAX PRICE | \$0.00 NTE |

| ITEM NO        | SUPPLIES/SERVICES   | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|--------------|------|------------|------------|
| 5005<br>OPTION | Travel for MCEITS Task Orders<br>COST<br>Travel for MCEITS Task Orders IAW the General Scope Document and the JTR<br>FOB: Destination | UNDEFINED    |      | UNDEFINED  | \$0.00     |
|                |   |              |      | MAX COST   | UNDEFINED  |

| ITEM NO        | SUPPLIES/SERVICES  | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|--|--------------|------|------------|------------|
| 5006<br>OPTION | Other Direct Cost for MCEITS Task Orders<br>COST<br>ODCs for MCEITS Task Orders IAW the General Scope Document<br>FOB: Destination | UNDEFINED    |      | UNDEFINED  | \$0.00     |
|                |  |              |      | MAX COST   | UNDEFINED  |

| ITEM NO        | SUPPLIES/SERVICES  | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|--|--------------|------|------------|------------|
| 5007<br>OPTION | CDRLs and Technical Data<br><br>CDRLs and Technical data in support of CLINs 5001-5006 per issued Task Orders.<br>FOB: Destination | UNDEFINED    |      |            | NSP        |
|                |  |              |      | MAX COST   |            |

CONTRACT/ORDER MIN/MAX

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

| MINIMUM QUANTITY | MINIMUM AMOUNT | MAXIMUM QUANTITY | MAXIMUM AMOUNT  |
|------------------|----------------|------------------|-----------------|
|                  | \$1,000,000.00 |                  | \$95,000,000.00 |

**CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE**

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

| CLIN      | MINIMUM QUANTITY | MINIMUM AMOUNT | MAXIMUM QUANTITY | MAXIMUM AMOUNT |
|-----------|------------------|----------------|------------------|----------------|
| 0001-5007 |                  | \$10,000.00    |                  | \$9,000,000.00 |

Section D - Packaging and Marking

**CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE**

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

|                     |                                     |                     |                                      |
|---------------------|-------------------------------------|---------------------|--------------------------------------|
| MINIMUM<br>QUANTITY | MINIMUM<br>AMOUNT<br>\$1,000,000.00 | MAXIMUM<br>QUANTITY | MAXIMUM<br>AMOUNT<br>\$95,000,000.00 |
|---------------------|-------------------------------------|---------------------|--------------------------------------|

**CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE**

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

| CLIN | MINIMUM<br>QUANTITY | MINIMUM<br>AMOUNT | MAXIMUM<br>QUANTITY | MAXIMUM<br>AMOUNT |
|------|---------------------|-------------------|---------------------|-------------------|
| 0005 |                     | \$                |                     | \$                |
| 0006 |                     | \$                |                     | \$                |
| 0007 |                     | \$                |                     | \$                |
| 0004 |                     | \$                |                     | \$                |
| 1001 |                     | \$                |                     | \$                |
| 1002 |                     | \$                |                     | \$                |
| 1003 |                     | \$                |                     | \$                |
| 4005 |                     | \$                |                     | \$                |
| 4006 |                     | \$                |                     | \$                |
| 4007 |                     | \$                |                     | \$                |
| 5001 |                     | \$                |                     | \$                |
| 5003 |                     | \$                |                     | \$                |

|      |    |    |
|------|----|----|
| 5004 | \$ | \$ |
| 5005 | \$ | \$ |
| 5006 | \$ | \$ |
| 5007 | \$ | \$ |
| 0001 | \$ | \$ |
| 0002 | \$ | \$ |
| 0003 | \$ | \$ |
| 1004 | \$ | \$ |
| 1006 | \$ | \$ |
| 2001 | \$ | \$ |
| 1005 | \$ | \$ |
| 1007 | \$ | \$ |
| 2002 | \$ | \$ |
| 2004 | \$ | \$ |
| 2003 | \$ | \$ |
| 2005 | \$ | \$ |
| 2007 | \$ | \$ |
| 3002 | \$ | \$ |
| 2006 | \$ | \$ |
| 3001 | \$ | \$ |
| 3003 | \$ | \$ |
| 3005 | \$ | \$ |
| 3004 | \$ | \$ |
| 3006 | \$ | \$ |
| 4001 | \$ | \$ |
| 4003 | \$ | \$ |
| 3007 | \$ | \$ |

|      |    |    |
|------|----|----|
| 4002 | \$ | \$ |
| 4004 | \$ | \$ |
| 5002 | \$ | \$ |

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT  | INSPECT BY | ACCEPT AT   | ACCEPT BY  |
|------|-------------|------------|-------------|------------|
| 0001 | Destination | Government | Destination | Government |
| 0002 | Destination | Government | Destination | Government |
| 0003 | Destination | Government | Destination | Government |
| 0004 | Destination | Government | Destination | Government |
| 0005 | Destination | Government | Destination | Government |
| 0006 | Destination | Government | Destination | Government |
| 0007 | Destination | Government | Destination | Government |
| 1001 | Destination | Government | Destination | Government |
| 1002 | Destination | Government | Destination | Government |
| 1003 | Destination | Government | Destination | Government |
| 1004 | Destination | Government | Destination | Government |
| 1005 | Destination | Government | Destination | Government |
| 1006 | Destination | Government | Destination | Government |
| 1007 | Destination | Government | Destination | Government |
| 2001 | Destination | Government | Destination | Government |
| 2002 | Destination | Government | Destination | Government |
| 2003 | Destination | Government | Destination | Government |
| 2004 | Destination | Government | Destination | Government |
| 2005 | Destination | Government | Destination | Government |
| 2006 | Destination | Government | Destination | Government |
| 2007 | Destination | Government | Destination | Government |
| 3001 | Destination | Government | Destination | Government |
| 3002 | Destination | Government | Destination | Government |
| 3003 | Destination | Government | Destination | Government |
| 3004 | Destination | Government | Destination | Government |
| 3005 | Destination | Government | Destination | Government |
| 3006 | Destination | Government | Destination | Government |
| 3007 | Destination | Government | Destination | Government |
| 4001 | Destination | Government | Destination | Government |
| 4002 | Destination | Government | Destination | Government |
| 4003 | Destination | Government | Destination | Government |
| 4004 | Destination | Government | Destination | Government |
| 4005 | Destination | Government | Destination | Government |
| 4006 | Destination | Government | Destination | Government |
| 4007 | Destination | Government | Destination | Government |
| 5001 | Destination | Government | Destination | Government |
| 5002 | Destination | Government | Destination | Government |
| 5003 | Destination | Government | Destination | Government |
| 5004 | Destination | Government | Destination | Government |
| 5005 | Destination | Government | Destination | Government |
| 5006 | Destination | Government | Destination | Government |
| 5007 | Destination | Government | Destination | Government |

CLAUSES INCORPORATED BY REFERENCE

|                 |   |          |
|-----------------|---|----------|
| 52.246-2        | Inspection Of Supplies--Fixed Price                                   | AUG 1996 |
| 52.246-2 Alt I  | Inspection Of Supplies Fixed Price (Aug 1996) - Alternate I           | JUL 1985 |
| 52.246-2 Alt II | Inspection of Supplies--Fixed Price (Aug 1996) - Alternate II         | JUL 1985 |
| 52.246-6 Alt I  | Inspection--Time And Material And Labor Hour (May 2001) - Alternate I | APR 1984 |
| 52.246-15       | Certificate of Conformance  | APR 1984 |

## Section F - Deliveries or Performance

DELIVERIES OR PERFORMANCE

## F.1 Place of Performance

The principal place of performance shall be in accordance with the individually issued Task Orders.

## DELIVERY INFORMATION

| CLIN | DELIVERY DATE                     | QUANTITY | SHIP TO ADDRESS         | UIC |
|------|-----------------------------------|----------|-------------------------|-----|
| 0001 | POP 22-DEC-2008 TO<br>21-DEC-2009 | N/A      | N/A<br>FOB: Destination |     |
| 0002 | POP 22-DEC-2008 TO<br>21-DEC-2009 | N/A      | N/A<br>FOB: Destination |     |
| 0003 | POP 22-DEC-2008 TO<br>21-DEC-2009 | N/A      | N/A<br>FOB: Destination |     |
| 0004 | POP 22-DEC-2008 TO<br>21-DEC-2009 | N/A      | N/A<br>FOB: Destination |     |
| 0005 | POP 22-DEC-2008 TO<br>21-DEC-2009 | N/A      | N/A<br>FOB: Destination |     |
| 0006 | POP 22-DEC-2008 TO<br>21-DEC-2009 | N/A      | N/A<br>FOB: Destination |     |
| 0007 | POP 22-DEC-2008 TO<br>21-DEC-2009 | N/A      | N/A<br>FOB: Destination |     |
| 1001 | POP 22-DEC-2009 TO<br>21-DEC-2010 | N/A      | N/A<br>FOB: Destination |     |
| 1002 | POP 22-DEC-2009 TO<br>21-DEC-2010 | N/A      | N/A<br>FOB: Destination |     |
| 1003 | POP 22-DEC-2009 TO<br>21-DEC-2010 | N/A      | N/A<br>FOB: Destination |     |
| 1004 | POP 22-DEC-2009 TO<br>21-DEC-2010 | N/A      | N/A<br>FOB: Destination |     |
| 1005 | POP 22-DEC-2009 TO<br>21-DEC-2010 | N/A      | N/A<br>FOB: Destination |     |

|      |                                   |     |                         |
|------|-----------------------------------|-----|-------------------------|
| 1006 | POP 22-DEC-2009 TO<br>21-DEC-2010 | N/A | N/A<br>FOB: Destination |
| 1007 | POP 22-DEC-2009 TO<br>21-DEC-2010 | N/A | N/A<br>FOB: Destination |
| 2001 | POP 22-DEC-2010 TO<br>21-DEC-2011 | N/A | N/A<br>FOB: Destination |
| 2002 | POP 22-DEC-2010 TO<br>21-DEC-2011 | N/A | N/A<br>FOB: Destination |
| 2003 | POP 22-DEC-2010 TO<br>21-DEC-2011 | N/A | N/A<br>FOB: Destination |
| 2004 | POP 22-DEC-2010 TO<br>21-DEC-2011 | N/A | N/A<br>FOB: Destination |
| 2005 | POP 22-DEC-2010 TO<br>21-DEC-2011 | N/A | N/A<br>FOB: Destination |
| 2006 | POP 22-DEC-2010 TO<br>21-DEC-2011 | N/A | N/A<br>FOB: Destination |
| 2007 | POP 22-DEC-2010 TO<br>21-DEC-2011 | N/A | N/A<br>FOB: Destination |
| 3001 | POP 22-DEC-2011 TO<br>21-DEC-2012 | N/A | N/A<br>FOB: Destination |
| 3002 | POP 22-DEC-2011 TO<br>21-DEC-2012 | N/A | N/A<br>FOB: Destination |
| 3003 | POP 22-DEC-2011 TO<br>21-DEC-2012 | N/A | N/A<br>FOB: Destination |
| 3004 | POP 22-DEC-2011 TO<br>21-DEC-2012 | N/A | N/A<br>FOB: Destination |
| 3005 | POP 22-DEC-2011 TO<br>21-DEC-2012 | N/A | N/A<br>FOB: Destination |
| 3006 | POP 22-DEC-2011 TO<br>21-DEC-2012 | N/A | N/A<br>FOB: Destination |
| 3007 | POP 22-DEC-2011 TO<br>21-DEC-2012 | N/A | N/A<br>FOB: Destination |
| 4001 | POP 22-DEC-2012 TO<br>21-DEC-2013 | N/A | N/A<br>FOB: Destination |
| 4002 | POP 22-DEC-2012 TO<br>21-DEC-2013 | N/A | N/A<br>FOB: Destination |

|      |                                   |     |                         |
|------|-----------------------------------|-----|-------------------------|
| 4003 | POP 22-DEC-2012 TO<br>21-DEC-2013 | N/A | N/A<br>FOB: Destination |
| 4004 | POP 22-DEC-2012 TO<br>21-DEC-2013 | N/A | N/A<br>FOB: Destination |
| 4005 | POP 22-DEC-2012 TO<br>21-DEC-2013 | N/A | N/A<br>FOB: Destination |
| 4006 | POP 22-DEC-2012 TO<br>21-DEC-2013 | N/A | N/A<br>FOB: Destination |
| 4007 | POP 22-DEC-2012 TO<br>21-DEC-2013 | N/A | N/A<br>FOB: Destination |
| 5001 | POP 22-DEC-2013 TO<br>21-DEC-2014 | N/A | N/A<br>FOB: Destination |
| 5002 | POP 22-DEC-2013 TO<br>21-DEC-2014 | N/A | N/A<br>FOB: Destination |
| 5003 | POP 22-DEC-2013 TO<br>21-DEC-2014 | N/A | N/A<br>FOB: Destination |
| 5004 | POP 22-DEC-2013 TO<br>21-DEC-2014 | N/A | N/A<br>FOB: Destination |
| 5005 | POP 22-DEC-2013 TO<br>21-DEC-2014 | N/A | N/A<br>FOB: Destination |
| 5006 | POP 22-DEC-2013 TO<br>21-DEC-2014 | N/A | N/A<br>FOB: Destination |
| 5007 | POP 22-DEC-2013 TO<br>21-DEC-2014 | N/A | N/A<br>FOB: Destination |

#### CLAUSES INCORPORATED BY REFERENCE

|                 |  |          |
|-----------------|--|----------|
| 52.242-15 Alt I | Stop-Work Order (Aug 1989) - Alternate I                   | APR 1984 |
| 52.247-34       | F.O.B. Destination   | NOV 1991 |
| 52.247-55       | F.O.B. Point For Delivery Of Government-Furnished Property | JUN 2003 |

Section G - Contract Administration Data

## Section H - Special Contract Requirements

### SPECIAL CONTRACT REQUIREMENTS

#### **Special Contract Requirements**

##### **H.1 Contracting Officer Representative (COR)**

The COR under this contract is Ms. Jeanette Evans-Morgis. Inspection and acceptance of contract deliverables are the responsibility of the COR except as otherwise specified in the contract under the inspection and acceptance clause. The COR will serve in a supporting role to the Contracting Officer by providing advice and expertise on technical issues. However, only the Contracting Officer has the Authority to authorize deviations from the terms and conditions of this contract, to include deviation from specification requirements. In the event the Contractor does deviate, without written approval of the Contracting Officer, such deviation shall be at the risk of, and any cost related thereto shall be borne by, the Contractor.

##### **H.2 Government Furnished Property (GFP), Information (GFI) and Equipment (GFE)**

Any GFP/GFI/GFE will be in accordance with individually issued Task orders.

##### **H.3 Contractor Acquired Property**

Any and all property (hardware, software, supplies) purchased by the contractor for performance of this contract and not expended during performance thereof, shall be delivered to the government at the conclusion (and prior to final invoice submittal) of this contract.

##### **H.4 Substitution of Key Personnel**

General Provision. The contractor agrees to assign to this task order those people identified as key personnel whose resumes were submitted with its submission and who are necessary to fulfill the requirements of this task order. No substitutions shall be made except in accordance with this clause.

Guidance on Substitutions. All substitution requests must be submitted, in writing, at least fifteen (15) days [thirty (30) days if security clearance is to be obtained] in advance of the proposed substitutions to the Contracting Officer.

Requests for Substitutions. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution, and any other information requested by the Contracting Officer. All proposed substitutes must have qualifications that are equal to or higher than the qualifications required of the person to be replaced. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

Key personnel definition. Key personnel are understood to be those individuals who were proposed in the Contractor's technical submission, and specifically listed in each individual Task/Delivery Order, to the Government who are necessary to fill the requirements of the task order.

##### **H.5 REPRESENTATIONS/CERTIFICATIONS**

###### **INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE**

All representations and certifications and other written statements made by the contractor, incident to the award of the task order, are hereby incorporated by reference with the same force and effect as if they were given in full text. The Offeror has completed the annual representations and certifications electronically via the Business Partner Network (BPN) web site at <<http://orca.bpn.gov>> and has submitted any changes pertaining to this specific

solicitation to the Contracting Officer. These amended representation(s) and/or certifications, if any, are also incorporated in the offeror's quotation and are current, accurate, and complete as of the date of this contract.

## **H.6 ORGANIZATIONAL CONFLICT OF INTEREST**

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes corporations, partnerships, joint ventures, and other business enterprises.

(b) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid potential conflict of interest, and at the same time to avoid prejudicing the best interest of the government, the right of the contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the government any information provided to the contractor by the government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the government on confidential basis by other persons. Further, the prohibition against release of government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a period of three (3) years.

(2) The contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the contractor, any subcontractor, consultant, or employee of the contractor, any joint venture involving the contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the contractor. The terms of paragraph (f) of the Special Contractor Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The contractor further agrees that during the performance of this contract and for a period of three years after completion of performance of this contract, the contractor, any affiliate of the contractor, any subcontractor, consultant, or employee of the contractor, any joint venture involving the contractor, any entity into or with which it may subsequently merge or affiliate or any other successor or assign of the contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or as a subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any re-competition for those systems, components, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the contractor may, with the authorization of the cognizant contracting officer, participate in a subsequent procurement for the same system, component, or service. In other words, the contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The contractor agrees that if, after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the contracting officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the contracting officer in making a determination on this matter. Notwithstanding this notification, the government may terminate the contract for the convenience of the government if determined to be in the best interest of the government.

(g) Notwithstanding paragraph (f) above, if the contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the contracting officer, the government may terminate this contract for default.

(h) If the contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the government may terminate this contract for default.

(i) The contracting officer's decision as to the existence or nonexistence of the actual or potential organization conflict of interest shall be final and is not subject to the clause of this contract entitled "DISPUTES" (FAR 52.233.1).

(j) Nothing in this requirement is intended to prohibit or preclude the contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The contractor shall promptly notify the contracting officer, in writing, if it has been tasked to evaluate or advise the government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the government's interest.

(l) The contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

|                  |   |          |
|------------------|---|----------|
| 52.202-1         | Definitions   | JUL 2004 |
| 52.203-3         | Gratuities  | APR 1984 |
| 52.203-5         | Covenant Against Contingent Fees  | APR 1984 |
| 52.203-6         | Restrictions On Subcontractor Sales To The Government   | SEP 2006 |
| 52.203-7         | Anti-Kickback Procedures  | JUL 1995 |
| 52.203-8         | Cancellation, Rescission, and Recovery of Funds for Illegal or<br>Improper Activity   | JAN 1997 |
| 52.203-10        | Price Or Fee Adjustment For Illegal Or Improper Activity  | JAN 1997 |
| 52.203-12        | Limitation On Payments To Influence Certain Federal<br>Transactions   | SEP 2007 |
| 52.203-13        | Contractor Code of Business Ethics and Conduct  | DEC 2007 |
| 52.203-14        | Display of Hotline Poster(s)  | DEC 2007 |
| 52.204-1         | Approval of Contract  | DEC 1989 |
| 52.204-2         | Security Requirements   | AUG 1996 |
| 52.204-2 Alt I   | Security Requirements (Aug 1996) - Alternate I  | APR 1984 |
| 52.204-4         | Printed or Copied Double-Sided on Recycled Paper  | AUG 2000 |
| 52.204-7         | Central Contractor Registration   | JUL 2006 |
| 52.204-9         | Personal Identity Verification of Contractor Personnel  | SEP 2007 |
| 52.209-1         | Qualification Requirements  | FEB 1995 |
| 52.209-6         | Protecting the Government's Interest When Subcontracting<br>With Contractors Debarred, Suspended, or Proposed for<br>Debarment      | SEP 2006 |
| 52.211-5         | Material Requirements   | AUG 2000 |
| 52.211-15        | Defense Priority And Allocation Requirements  | SEP 1990 |
| 52.215-2         | Audit and Records--Negotiation  | JUN 1999 |
| 52.215-2 Alt II  | Audit and Records--Negotiation (Jun 1999) - Alternate II  | APR 1998 |
| 52.215-8         | Order of Precedence--Uniform Contract Format  | OCT 1997 |
| 52.215-9         | Changes or Additions to Make-or-Buy Program   | OCT 1997 |
| 52.215-10        | Price Reduction for Defective Cost or Pricing Data  | OCT 1997 |
| 52.215-11        | Price Reduction for Defective Cost or Pricing Data--<br>Modifications   | OCT 1997 |
| 52.215-12        | Subcontractor Cost or Pricing Data  | OCT 1997 |
| 52.215-13        | Subcontractor Cost or Pricing Data--Modifications   | OCT 1997 |
| 52.215-14        | Integrity of Unit Prices  | OCT 1997 |
| 52.215-15        | Pension Adjustments and Asset Reversions  | OCT 2004 |
| 52.215-18        | Reversion or Adjustment of Plans for Postretirement Benefits<br>(PRB) Other than Pensions   | JUL 2005 |
| 52.215-19        | Notification of Ownership Changes   | OCT 1997 |
| 52.215-21        | Requirements for Cost or Pricing Data or Information Other<br>Than Cost or Pricing Data--Modifications                              | OCT 1997 |
| 52.215-21 Alt I  | Requirements for Cost or Pricing Data or Information Other<br>Than Cost or Pricing Data--Modifications (Oct 1997) -<br>Alternate I  | OCT 1997 |
| 52.215-21 Alt II | Requirements for Cost or Pricing Data or Information Other<br>Than Cost or Pricing Data--Modifications (Oct 1997) -<br>Alternate II | OCT 1997 |
| 52.216-7         | Allowable Cost And Payment  | DEC 2002 |
| 52.216-8         | Fixed Fee   | MAR 1997 |
| 52.216-10        | Incentive Fee   | MAR 1997 |

|                 |   |          |
|-----------------|---|----------|
| 52.216-11       | Cost Contract--No Fee   | APR 1984 |
| 52.216-16 Alt I | Incentive Price Revision-Firm Target (Oct 1997) - Alternate I   | APR 1984 |
| 52.216-17 Alt I | Incentive Price Revision--Successive Targets (Oct 1997) - Alternate I                                     | APR 1984 |
| 52.217-6        | Option For Increased Quantity   | MAR 1989 |
| 52.217-7        | Option For Increased Quantity-Separately Priced Line Item   | MAR 1989 |
| 52.217-8        | Option To Extend Services   | NOV 1999 |
| 52.219-8        | Utilization of Small Business Concerns  | MAY 2004 |
| 52.219-9        | Small Business Subcontracting Plan  | NOV 2007 |
| 52.219-10       | Incentive Subcontracting Program  | OCT 2001 |
| 52.219-16       | Liquidated Damages-Subcontracting Plan  | JAN 1999 |
| 52.219-28       | Post-Award Small Business Program Rerepresentation  | JUN 2007 |
| 52.222-1        | Notice To The Government Of Labor Disputes  | FEB 1997 |
| 52.222-2        | Payment For Overtime Premiums   | JUL 1990 |
| 52.222-3        | Convict Labor   | JUN 2003 |
| 52.222-4        | Contract Work Hours and Safety Standards Act - Overtime Compensation                                      | JUL 2005 |
| 52.222-19       | Child Labor -- Cooperation with Authorities and Remedies  | FEB 2008 |
| 52.222-20       | Walsh-Healey Public Contracts Act   | DEC 1996 |
| 52.222-21       | Prohibition Of Segregated Facilities  | FEB 1999 |
| 52.222-26       | Equal Opportunity   | MAR 2007 |
| 52.222-35       | Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans | SEP 2006 |
| 52.222-36       | Affirmative Action For Workers With Disabilities  | JUN 1998 |
| 52.222-37       | Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans | SEP 2006 |
| 52.222-39       | Notification of Employee Rights Concerning Payment of Union Dues or Fees                                  | DEC 2004 |
| 52.222-41       | Service Contract Act Of 1965  | NOV 2007 |
| 52.222-42       | Statement Of Equivalent Rates For Federal Hires   | MAY 1989 |
| 52.222-43       | Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)           | NOV 2006 |
| 52.222-44       | Fair Labor Standards And Service Contract Act - Price Adjustment  | FEB 2002 |
| 52.222-46       | Evaluation Of Compensation For Professional Employees   | FEB 1993 |
| 52.222-49       | Service Contract Act -- Place Of Performance Unknown  | MAY 1989 |
| 52.222-50       | Combating Trafficking in Persons  | AUG 2007 |
| 52.223-3        | Hazardous Material Identification And Material Safety Data  | JAN 1997 |
| 52.223-5        | Pollution Prevention and Right-to-Know Information  | AUG 2003 |
| 52.223-6        | Drug-Free Workplace   | MAY 2001 |
| 52.223-7        | Notice Of Radioactive Materials   | JAN 1997 |
| 52.223-9        | Estimate of Percentage of Recovered Material Content for EPA-Designated Products                          | AUG 2000 |
| 52.223-10       | Waste Reduction Program   | AUG 2000 |
| 52.223-11       | Ozone-Depleting Substances  | MAY 2001 |
| 52.223-12       | Refrigeration Equipment and Air Conditioners  | MAY 1995 |
| 52.223-14       | Toxic Chemical Release Reporting  | AUG 2003 |
| 52.223-16       | IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products                         | DEC 2007 |
| 52.223-16 Alt I | IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 200&0 Alternate I  | DEC 2007 |
| 52.224-1        | Privacy Act Notification  | APR 1984 |
| 52.224-2        | Privacy Act   | APR 1984 |
| 52.225-5        | Trade Agreements  | NOV 2007 |

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| 52.225-13       | Restrictions on Certain Foreign Purchases   | FEB 2006 |
| 52.226-1        | Utilization Of Indian Organizations And Indian-Owned Economic Enterprises             | JUN 2000 |
| 52.227-1        | Authorization and Consent   | DEC 2007 |
| 52.227-2        | Notice And Assistance Regarding Patent And Copyright Infringement                     | DEC 2007 |
| 52.227-3        | Patent Indemnity  | APR 1984 |
| 52.227-3 Alt I  | Patent Indemnity (Apr 1984) - Alternate I   | APR 1984 |
| 52.227-5        | Waiver of Indemnity   | APR 1984 |
| 52.227-13       | Patent Rights--Ownership By The Government  | DEC 2007 |
| 52.227-14       | Rights in Data--General   | DEC 2007 |
| 52.227-16       | Additional Data Requirements  | JUN 1987 |
| 52.227-19       | Commercial Computer Software License  | DEC 2007 |
| 52.227-22       | Major System--Minimum Rights  | JUN 1987 |
| 52.227-23       | Rights to Proposal Data (Technical)   | JUN 1987 |
| 52.229-3        | Federal, State And Local Taxes  | APR 2003 |
| 52.229-4        | Federal, State, And Local Taxes (State and Local Adjustments)                         | APR 2003 |
| 52.230-2        | Cost Accounting Standards   | APR 1998 |
| 52.230-3        | Disclosure And Consistency Of Cost Accounting Practices                               | APR 1998 |
| 52.230-6        | Administration of Cost Accounting Standards   | MAR 2008 |
| 52.232-1        | Payments  | APR 1984 |
| 52.232-7        | Payments Under Time-And-Materials And Labor Hour Contracts                            | FEB 2007 |
| 52.232-8        | Discounts For Prompt Payment  | FEB 2002 |
| 52.232-9        | Limitation On Withholding Of Payments   | APR 1984 |
| 52.232-11       | Extras  | APR 1984 |
| 52.232-16       | Progress Payments   | APR 2003 |
| 52.232-17       | Interest  | JUN 1996 |
| 52.232-18       | Availability Of Funds   | APR 1984 |
| 52.232-19       | Availability Of Funds For The Next Fiscal Year  | APR 1984 |
| 52.232-20       | Limitation Of Cost  | APR 1984 |
| 52.232-22       | Limitation Of Funds   | APR 1984 |
| 52.232-23       | Assignment Of Claims  | JAN 1986 |
| 52.232-23 Alt I | Assignment of Claims (Jan 1986) - Alternate I   | APR 1984 |
| 52.232-24       | Prohibition of Assignment of Claims   | JAN 1986 |
| 52.232-25       | Prompt Payment  | OCT 2003 |
| 52.232-32       | Performance-Based Payments  | JAN 2008 |
| 52.232-33       | Payment by Electronic Funds Transfer--Central Contractor Registration                 | OCT 2003 |
| 52.232-35       | Designation of Office for Government Receipt of Electronic Funds Transfer Information | MAY 1999 |
| 52.233-1 Alt I  | Disputes (Jul 2002) - Alternate I   | DEC 1991 |
| 52.233-3        | Protest After Award   | AUG 1996 |
| 52.233-3 Alt I  | Protest After Award (Aug 1996) - Alternate I  | JUN 1985 |
| 52.233-4        | Applicable Law for Breach of Contract Claim   | OCT 2004 |
| 52.234-1        | Industrial Resources Developed Under Defense Production Act Title III                 | DEC 1994 |
| 52.234-4        | Earned Value Management System  | JUL 2006 |
| 52.237-2        | Protection Of Government Buildings, Equipment, And Vegetation                         | APR 1984 |
| 52.239-1        | Privacy or Security Safeguards  | AUG 1996 |
| 52.242-1        | Notice of Intent to Disallow Costs  | APR 1984 |
| 52.242-13       | Bankruptcy  | JUL 1995 |

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| 52.242-15        | Stop-Work Order   | AUG 1989 |
| 52.242-17        | Government Delay Of Work  | APR 1984 |
| 52.243-1         | Changes--Fixed Price  | AUG 1987 |
| 52.243-1 Alt I   | Changes--Fixed Price (Aug 1987) - Alternate I   | APR 1984 |
| 52.243-1 Alt II  | Changes--Fixed-Price (Aug 1987) - Alternate II  | APR 1984 |
| 52.243-1 Alt III | Changes--Fixed Price (Aug 1987) - Alternate III                                       | APR 1984 |
| 52.243-2         | Changes--Cost-Reimbursement   | AUG 1987 |
| 52.243-2 Alt I   | Changes--Cost-Reimbursement (Aug 1987) - Alternate I                                  | APR 1984 |
| 52.243-2 Alt II  | Changes--Cost Reimbursement (Aug 1987) - Alternate II                                 | APR 1984 |
| 52.243-3         | Changes--Time-And-Material Or Labor-Hours   | SEP 2000 |
| 52.243-6         | Change Order Accounting   | APR 1984 |
| 52.243-7         | Notification Of Changes   | APR 1984 |
| 52.244-2         | Subcontracts  | JUN 2007 |
| 52.244-5         | Competition In Subcontracting   | DEC 1996 |
| 52.244-6         | Subcontracts for Commercial Items   | MAR 2007 |
| 52.245-1         | Government Property   | JUN 2007 |
| 52.245-2         | Government Property Installation Operation Services                                   | JUN 2007 |
| 52.245-9         | Use And Charges   | JUN 2007 |
| 52.246-3         | Inspection Of Supplies Cost-Reimbursement   | MAY 2001 |
| 52.246-4         | Inspection Of Services--Fixed Price   | AUG 1996 |
| 52.246-5         | Inspection Of Services Cost-Reimbursement   | APR 1984 |
| 52.246-6         | Inspection--Time-And-Material And Labor-Hour  | MAY 2001 |
| 52.246-16        | Responsibility For Supplies   | APR 1984 |
| 52.246-24 Alt I  | Limitation Of Liability--High Value Items (Feb 1997) - Alternate I                    | APR 1984 |
| 52.246-25        | Limitation Of Liability--Services   | FEB 1997 |
| 52.247-1         | Commercial Bill Of Lading Notations   | FEB 2006 |
| 52.248-1         | Value Engineering   | FEB 2000 |
| 52.248-1 Alt I   | Value Engineering (Feb 2000) - Alternate I  | APR 1984 |
| 52.248-1 Alt II  | Value Engineering (Feb 2000) - Alternate II   | FEB 2000 |
| 52.248-1 Alt III | Value Engineering (Feb 2000) - Alternate III  | APR 1984 |
| 52.249-2 Alt II  | Termination For Convenience Of The Government (Fixed Price) (May 2004) - Alternate II | SEP 1996 |
| 52.249-4         | Termination For Convenience Of The Government (Services) (Short Form)                 | APR 1984 |
| 52.249-6         | Termination (Cost Reimbursement)  | MAY 2004 |
| 52.249-6 Alt II  | Termination (Cost Reimbursement) (May 2004) - Alternate II                            | SEP 1996 |
| 52.249-6 Alt IV  | Termination (Cost Reimbursement) (May 2004) - Alternate IV                            | SEP 1996 |
| 52.249-6 Alt V   | Termination (Cost Reimbursement) (May 2004) - Alternate V                             | SEP 1996 |
| 52.249-8         | Default (Fixed-Price Supply & Service)  | APR 1984 |
| 52.249-14        | Excusable Delays  | APR 1984 |
| 52.251-1         | Government Supply Sources   | APR 1984 |
| 52.252-2         | Clauses Incorporated By Reference   | FEB 1998 |
| 52.252-4         | Alterations in Contract   | APR 1984 |
| 52.252-6         | Authorized Deviations In Clauses  | APR 1984 |
| 52.253-1         | Computer Generated Forms  | JAN 1991 |
| 252.201-7000     | Contracting Officer's Representative  | DEC 1991 |
| 252.203-7001     | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies  | DEC 2004 |
| 252.203-7002     | Display Of DOD Hotline Poster   | DEC 1991 |
| 252.204-7000     | Disclosure Of Information   | DEC 1991 |
| 252.204-7002     | Payment For Subline Items Not Separately Priced                                       | DEC 1991 |
| 252.204-7003     | Control Of Government Personnel Work Product  | APR 1992 |

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| 252.204-7004 | Alt A Central Contractor Registration (52.204-7) Alternate A   | SEP 2007 |
| 252.204-7005 | Oral Attestation of Security Responsibilities  | NOV 2001 |
| 252.204-7006 | Billing Instructions   | OCT 2005 |
| 252.205-7000 | Provision Of Information To Cooperative Agreement Holders  | DEC 1991 |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By<br>The Government of a Terrorist Country                               | DEC 2006 |
| 252.209-7006 | Limitations on Contractors Acting as Lead System Integrators   | JAN 2008 |
| 252.209-7007 | Prohibited Financial Interests for Lead System Integrators   | JAN 2008 |
| 252.211-7000 | Acquisition Streamlining   | DEC 1991 |
| 252.211-7003 | Item Identification and Valuation  | JUN 2005 |
| 252.211-7007 | Item Unique Identification of Government Property  | SEP 2007 |
| 252.215-7000 | Pricing Adjustments  | DEC 1991 |
| 252.215-7002 | Cost Estimating System Requirements  | DEC 2006 |
| 252.215-7004 | Excessive Pass-Through Charges   | APR 2007 |
| 252.219-7003 | Small Business Subcontracting Plan (DOD Contracts)   | APR 2007 |
| 252.223-7001 | Hazard Warning Labels  | DEC 1991 |
| 252.223-7004 | Drug Free Work Force   | SEP 1988 |
| 252.223-7006 | Prohibition On Storage And Disposal Of Toxic And<br>Hazardous Materials  | APR 1993 |
| 252.225-7001 | Buy American Act And Balance Of Payments Program   | JUN 2005 |
| 252.225-7002 | Qualifying Country Sources As Subcontractors   | APR 2003 |
| 252.225-7012 | Preference For Certain Domestic Commodities  | MAR 2008 |
| 252.225-7014 | Preference For Domestic Specialty Metals   | JUN 2005 |
| 252.225-7021 | Trade Agreements   | MAR 2007 |
| 252.226-7001 | Utilization of Indian Organizations and Indian-Owned<br>Economic Enterprises, and Native Hawaiian Small Business<br>Concerns     | SEP 2004 |
| 252.227-7000 | Non-estoppel   | OCT 1966 |
| 252.227-7001 | Release Of Past Infringement   | AUG 1984 |
| 252.227-7012 | Patent License And Release Contract  | SEP 1999 |
| 252.227-7013 | Rights in Technical Data--Noncommercial Items  | NOV 1995 |
| 252.227-7013 | Alt I Rights in Technical Data--Noncommercial Items (Nov 1995)<br>- Alternate I  | JUN 1995 |
| 252.227-7014 | Rights in Noncommercial Computer Software and<br>Noncommercial Computer Software Documentation                                   | JUN 1995 |
| 252.227-7014 | Alt I Rights in Noncommercial Computer Software and<br>Noncommercial Computer Software Documentation (Jun<br>1995) - Alternate I | JUN 1995 |
| 252.227-7015 | Technical Data--Commercial Items   | NOV 1995 |
| 252.227-7016 | Rights in Bid or Proposal Information  | JUN 1995 |
| 252.227-7020 | Rights In Data--Special Works  | JUN 1995 |
| 252.227-7021 | Rights In Data--Existing Works   | MAR 1979 |
| 252.227-7025 | Limitations on the Use or Disclosure of Government-<br>Furnished Information Marked with Restrictive Legends                     | JUN 1995 |
| 252.227-7030 | Technical Data--Withholding Of Payment   | MAR 2000 |
| 252.227-7037 | Validation of Restrictive Markings on Technical Data   | SEP 1999 |
| 252.231-7000 | Supplemental Cost Principles   | DEC 1991 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving<br>Reports   | MAR 2008 |
| 252.232-7007 | Limitation Of Government's Obligation  | MAY 2006 |
| 252.232-7010 | Levies on Contract Payments  | DEC 2006 |
| 252.239-7000 | Protection Against Compromising Emanations   | JUN 2004 |
| 252.239-7001 | Information Assurance Contractor Training and Certification  | JAN 2008 |
| 252.239-7002 | Access   | DEC 1991 |

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| 252.239-7006 | Tariff Information  | JUL 1997 |
| 252.239-7008 | Reuse Arrangements  | DEC 1991 |
| 252.239-7011 | Special Construction And Equipment Charges                                  | DEC 1991 |
| 252.239-7016 | Telecommunications Security Equipment, Devices, Techniques, And Services    | DEC 1991 |
| 252.241-7001 | Government Access   | DEC 1991 |
| 252.243-7001 | Pricing Of Contract Modifications   | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment   | MAR 1998 |
| 252.244-7000 | Subcontracts for Commercial Items and Commercial Components (DoD Contracts) | JAN 2007 |
| 252.246-7000 | Material Inspection And Receiving Report                                    | MAR 2008 |
| 252.249-7002 | Notification of Anticipated Program Termination or Reduction                | DEC 2006 |
| 252.251-7000 | Ordering From Government Supply Sources                                     | NOV 2004 |

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the stated periods of performance for the applicable CLINs.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

##### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$9,000,000.00;

(2) Any order for a combination of items in excess of \$9,000,000.00; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 March 2015.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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.

(End of clause)

52.223-10 WASTE REDUCTION PROGRAM (AUG 2000)

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

Recycling means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

Waste prevention means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

Waste reduction means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of Section 701 of Executive Order 13101, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 .S.C. 6962, et seq.) and implementing regulations (40 CFR part 247).

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

J.1 Attachments

Attachment 1 – General Scope Document: Statement of Objectives