

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1   15	
2. CONTRACT (Proc. Inst. Ident.) NO. W9124N-16-H-0002		3. EFFECTIVE DATE 01 Jul 2016		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY MICC - PRESIDIO OF MONTEREY BUILDING 4385 3RD FLOOR 400 GIGLING ROAD SEASIDE CA 93955-6771		CODE W9124N	6. ADMINISTERED BY (If other than Item 5) MICC - PRESIDIO OF MONTEREY ATTN: E. MALISSA WILLIAMS 831-242-6563 400 GIGLING ROAD SEASIDE CA 93955-6771		CODE W9124N		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) MONTEREY, COUNTY OF KATHRYN WELLS 1590 MOFFETT ST SALINAS CA 93905-3342				8. DELIVERY [ ] FOB ORIGIN [ ] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT Net 30 days.			
				10. SUBMIT INVOICES 0 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
CODE 4STA4		FACILITY CODE					
11. SHIP TO/MARK FOR  See Schedule		CODE	12. PAYMENT WILL BE MADE BY DFAS- INDY VP GFEBS 8899 E. 56TH ST INDIANAPOLIS IN 46249-3800		CODE HQ0490		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
<b>SEE SCHEDULE</b>							
<b>15G. TOTAL AMOUNT OF CONTRACT \$0.00</b>							
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<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE</b>							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return 1 copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [ ] SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____  including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms 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 bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER			
19B. NAME OF CONTRACTOR				19C. DATE SIGNED		20B. UNITED STATES OF AMERICA	
BY _____ (Signature of person authorized to sign)						20C. DATE SIGNED	
				BY _____ (Signature of Contracting Officer)			

## Section A - Solicitation/Contract Form

This Award/Contract is entered into this day, 29 June 2016, by the United States of America (Government) represented by Ms. E. Malissa Williams, the Contracting Officer, and MONTEREY COUNTY, a political subdivision of the State of California, doing business as the Information Technology Department (County or ITD or Contractor).

This Award/Contract is to provide:

- (1) ITD network infrastructure to enable Government to access CLETS message switch computer services provided by a third-party, private entity vendor, TracNet;
- (2) ITD desktop analyst services and network and infrastructure support for specified Government applications and network devices; and
- (3) ITD radio shop support of Government public safety vehicles.

All services are provided in connection with Government's operations at the Presidio of Monterey, located in Monterey County, California.

This Award/Contract does not encompass or address services that may be provided to Government, at the Presidio of Monterey or any other location, by any other County Department, e.g., the Monterey County Sheriff's Department, the Emergency Communications Department, etc.

The term of this Award/Contract shall be from 29 June 2016 through June 30, 2026. The parties may agree to extend this Award/Contract by written amendment. Either party may terminate this Award/Contract by providing written notice to the other party at least thirty (30) days before the effective date of termination.

## Section B - Supplies or Services and Prices

SCHEDULE OF SERVICES

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>NETWORK INFRASTRUCTURE, ENABLING ACCESS TO NON- COUNTY CLETS MESSAGE SWITCH SERVICE;</p> <p>DESKTOP ANALYST SERVICES, AND NETWORK AND INFRASTRUCTURE SUPPORT, LIMITED TO SPECIFIED APPLICATIONS AND NETWORK DEVICES;</p> <p>SPECIFIED RADIO SHOP SUPPORT FOR PUBLIC SAFETY VEHICLES</p>		N/A	N/A	

PRICE LIST FOR SERVICE/PAYMENT

Each year, County shall provide Government with a price list stating the hourly cost of services to be provided in the forthcoming fiscal year pursuant to this Award/Contract. The price list will be provided to Government no later than May 30th, preceding July, the first month of County's fiscal year. This price list will be limited to services provided by ITD; it will not include services provided to Government by any County Department other than ITD. Before implementing the price list for the upcoming fiscal year, County agrees to meet, if requested, with Government to discuss the upcoming price list.

Government agrees to pay for services provided to it by County, through ITD, as presented on the price list, unless the parties agree to a different price list, in writing.

Services to be provided by the County, through ITD, are set forth in detail in Attachment 1. Certain services are to be provided on an "as requested" basis, when Government contacts the County, through ITD, and asks that a particular service be provided. Services provided on an "as requested" basis are designated as such in Attachment 1.

1. County will submit to Government a monthly invoice for services rendered pursuant to this Award/Contract for payment. The monthly invoice will bear the designation "Presidio of Monterey Police Department customer # 818." The monthly invoice will contain the additional information specified by this Award/Contract.
2. Government will pay County for services rendered, as specified in the monthly invoice, within thirty (30) days of its delivery to Government.
2. County will provide to Government a biannual report of services it provided in the six months prior, and attendant costs and payments. Such reports will be submitted in January and June of each County fiscal year, for the term of this Award/Contract. The biannual report will contain the additional information specified by this Award/Contract.

## Section C - Descriptions and Specifications

DESCRIPTIONS AND SPECIFICATION**PERFORMANCE WORK PLAN STATEMENT**

## 1. PURPOSE

This Statement of Work defines the services contemplated by this Award/Contract. The purpose of this Award/Contract is for County, through ITD, to provide specified services that support emergency communications and access to law enforcement networks at the United States Army Garrison, Presidio of Monterey, California. Presidio of Monterey functions are under the direction of the federal Director of Emergency Services and are utilized by authorized personnel of the Presidio of Monterey Police Department.

## 2. STIPULATIONS

It is stipulated that the County, through ITD, is responsible for operation of the County of Monterey computing and data services network (the County network).

It is stipulated that Government is responsible for the operation of the computing and data services network servicing the Presidio of Monterey (the Presidio network).

It is stipulated that the California Law Enforcement Telecommunications System network includes the National Crime Information Center (NCIC) and the National Law Enforcement Telecommunications System (NLETS), and that these law enforcement networks are collectively referred to, for purposes of this Award/Contract, as "CLETS."

It is stipulated that CLETS is not operated by the County of Monterey. The parties stipulate that CLETS is operated and administered by the California Department of Justice, the U.S. Department of Justice, or other non-County entities.

It is stipulated that the County currently contracts with an independent private entity, a third-party vendor named TracNet, to provide CLETS message switching services.

It is stipulated that Government purchased a T1 digital transmission line that connects the Presidio network, through the County network operated by ITD, to the CLETS message switching services provided by TracNet (the CLETS network infrastructure).

It is stipulated that the County is able to and is willing to provide the network infrastructure to enable Government to access the CLETS message switching services provided by TracNet.

It is stipulated that the County, through ITD, is able to and is willing to provide Government with specified desk top analyst services and network/infrastructure support, limited to installing, configuring, and troubleshooting specific applications and network devices.

It is stipulated that the County, through ITD, is able to and willing to provide the Government with specified radio shop support of public safety vehicles.

It is stipulated that County is not providing services for, and is not in any way responsible for, (1) Government's computer or network operating systems, (2) the overall functionality of the Presidio network, (3) the overall operability of Presidio of Monterey law enforcement functions and emergency communications, or (4) the functionality of systems (CLETS) and services (TracNet message switching) provided by non-County government

agencies and private entities. Such broad responsibilities are expressly disclaimed by County. Government, by entering into this Award/Contract, concurs in and agrees to County's disclaimer.

### 3. SCOPE OF WORK

County shall provide the Government, at the Presidio of Monterey, with the services specified in Attachment A.

### 4. PERFORMANCE WORK STATEMENT

County's performance of the services specified in Attachment A will assist Government, at the Presidio of Monterey, to meet requirements set forth by policies of the United States Congress, the United States Department of Defense (DoD), the United States Army, Installation Management Command, and Installation and Garrison Command. These policies, applicable to the Government at the Presidio of Monterey, are in keeping with the United States DoD policy to:

- Establish and maintain a comprehensive law enforcement records and reporting program as an element of overall DoD, Department of the Army, policies and regulations requiring the sharing of information, accessing databases, and reporting requirements of offenses within Army jurisdiction for reporting to the Department of Defense and the U.S. Department of Justice.
- Establish participation in NCIC and NLETS for reporting protective orders, serious felonies, assaults, and complying with sexual offender registration, victim witness, and child crime reporting requirements.
- Establish a mandate for participation in the Department of Defense Incident-based Reporting System (DIBRS), and to comply with the Uniform Federal Crime Reporting Act, the Victims' Rights and Restitution Act, the Brady Handgun Violence Prevention Act, and the Lautenberg Amendment to the Gun Control Act.
- Mandate objectives and procedures regarding referral and trial by U.S. magistrates of misdemeanors committed on Army installations.
- Mandate objectives and procedures to conduct criminal history background checks for individuals involved with child care services, criminal investigations, and law enforcement-related records checks.
- Protect DoD personnel and the public from risk of death, injury, illness, or property.
- Prevent and minimize loss of DoD lives, and damage to property and the environment, occurring in periods of peace, war, homeland security/defense, military operations other than war, and humanitarian operations.
- Enhance DoD mission capability by protecting the U.S. homeland and critical bases of operation through preventive risk management, emergency response, and risk communication.

### 5. SCOPE OF SERVICES

Law Enforcement Services at all DoD facilities, installations and similar, including the Presidio of Monterey, are required to define and document level of service objectives based on mission needs and the requirements for:

- 1) Response to emergencies
- 2) Law enforcement protection and prevention
- 3) Criminal investigation
- 4) Traffic enforcement

- 5) Law enforcement records management systems
- 6) Support of community events
- 7) Use of fixed-platform, standard dispatch communication systems
- 8) Use of mobile-platform, mobile data communications systems
- 9) Implement security measures, firewalls, etc., for network and communications systems
- 10) Other significant service delivery

#### 6. SPECIFIC TASKS/STANDARDS.

The County shall perform the services specified in Attachment 1.

**Performance Requirements:** The Performance Requirements Summary (PRS) of this Award/Contract are set forth in Attachment 1.

**Compliance with law and policy:** County, through ITD, will provide services in compliance with the federal and state laws specified below, in “References.”

**Monthly Invoicing:** County will submit to Government a monthly invoice for services rendered pursuant to this Award/Contract, for payment. The monthly invoice will bear the designation “Presidio of Monterey Police Department customer # 818.” The monthly invoice will be itemized by service, date the service was provided, and cost. The monthly invoice will be provided to Government by the tenth workday of the month following the month in which services were rendered.

**Staffing:** County staff will perform the services specified in Attachment 1, subject to availability and scheduling priorities.

**Access and Cooperation:** To enable County to perform the services specified in Attachment 1, Government shall provide County with access to Presidio of Monterey grounds and facilities; to the Presidio network, computer desktops, and computing/data operations; and to public safety vehicles. To enable County to perform the services specified in Attachment 1, Government shall insure that its staff cooperate with County ITD staff, as requested by County ITD staff.

**Response Times:** County will meet the timelines for providing services, as specified in Attachment 1, unless there are mitigating circumstances as described below.

**Exceptions - Mitigating Circumstances:** Government recognizes that there will be instances when County is precluded from meeting the service levels specified in Attachment 1, through no fault of its own, due to force majeure or other circumstance beyond County’s control. Examples of such mitigating circumstances are listed below. This list is not all-inclusive.

1. Computer system problems or failures of a major service or utility provider, including but not limited to electricity providers, telecommunications companies (e.g., Verizon), and similar.
2. Simultaneous major events (i.e., a major fire or catastrophic event in Monterey County to which the County is responding or supporting a response.)
3. Construction projects undertaken by either Government or County.

4. Technical or computer system problems or failures of other private and government entities, including but not limited to, the failures of TracNet, the County's independent third-party vendor; the failures of the CLETS, NCIC or NLETS systems, and similar; and the failures of other local, state, and federal government agencies. Government acknowledges that the Monterey County Sheriff's Office is the designated CLETS administrator for Monterey County. Government therefore acknowledges that in the event of a technical or computer system problem, or other failure, of CLETS, it shall work with the Monterey County Sheriff's Office to re-establish access.
5. Computer system problems or failures caused by Government or by Government staff, vendors, agents and consultants, including but not limited to problems or failures in the Presidio network or Presidio of Monterey communications systems.

**Records and Reports:** In addition to the information specified elsewhere in this Award/Contract, the monthly billing statements provided by County to Government shall include a summary of the response times in which services were provided and explanation of mitigating circumstances, if any.

## 7. APPLICABLE PUBLICATIONS AND FORMS

Regulations, directives, and related publications and forms applicable to this Award/Contract are listed below. Current versions of all referenced publications shall be made available to County upon written request. Mandatory regulations and directives have been coded with an asterisk (\*). County will comply with mandatory regulations and directives to the extent specified. All other regulations and directives listed are considered advisory and are provided for information only. Publications, supplements, and amendments thereto may be updated and issued periodically by the Government, Presidio of Monterey. Government shall provide copies of updates, supplements, and amendments to County within five (5) days after issuance, without awaiting request for copies from County. Such updates, supplements, and amendments become effective only upon Government's delivery of copies, as documented in writing by Government, to County.

Upon receipt of changes or updates to regulations and publications that will cause an increase or decrease in Award/Contract price, County shall notify Government of such changes in writing. County shall provide this written notification no less than thirty (30) days in advance of implementing changes in price.

### References:

- A. 28 U.S. Code § 534 - Acquisition, Preservation, and Exchange of Identification Records and Information; Appointment of Officials (NCIC)
- B. California Government Code sections 15150-15167; Chapter 2.5, California Law Enforcement Telecommunications System (CLETS)
- C. California Family Code section 6380 (CLETS)
- D. Army Regulation (AR) 190-30 Military Police Investigations, dated 1 November 2005
- E. Army Regulation (AR) 190-45 Law Enforcement Reporting, dated 30 March 2007
- F. Army Regulation (AR) 195-2 Criminal Investigation Activities, dated 15 May 2009
- G. DODD 7730.47 Reporting Requirements
- H. DOD I 1325.7 Sexual Offender Registration Requirements
- I. DOD I 1030.2 Victim Witness Requirements

J. Armed Forces Domestic Security Act (relating to protective orders)

**QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)  
FOR**

**Contractor: Monterey County,  
Monterey County Information Technology Department only**

**1. PURPOSE.** This QASP is a Government-developed document used to ensure that the Government receives quality services, and pays only for services actually provided. The QASP provides a systematic method to evaluate the services that County agrees to furnish in this Award/Contract.

**2. SCOPE.** The role of Government Quality Assurance is to ensure contract standards are achieved. The QASP provides guidelines and methods for Government's oversight of the services rendered by County, through ITD, to assure timely, effective services are provided.

**3. ROLES AND RESPONSIBILITIES.**

Contracting Officer (KO) - A person duly appointed with the authority to enter into, administer, and terminate contracts on behalf of the Government. The KO is the only person who can legally commit the Government and only the KO, as Government's agent, can modify a contract/order. The KO is the final authority for determining, on behalf of Government, the adequacy of County's performance.

Contracting Officer's Representative (COR) - An individual designated in writing by the KO to perform specific technical and administrative functions within the scope and limitations of their written appointment (e.g., surveillance of County's performance, accepting services). The COR is not empowered to make contractual commitments or authorize changes to a contract/order in any way, or to obligate additional funds by the Government; such authority rests solely with the KO.

**4. METHODS OF SURVEILLANCE.** Surveillance is performed by Government to provide objective quality evidence that there is a reasonable level of confidence that the services provided by County have met all the requirements of the Award/Contract before authorizing payment. The County shall furnish the KO and COR the monthly billing invoice and report, as otherwise provided in this Award/Contract.

**5. SURVEILLANCE PROCEDURES.**

- A. The COR will monitor performance in accordance with the contract to ensure all services required by the contract are successfully performed. Successful or exceptional performance will be documented as well as perceived deficiencies in County performance. Documentation will be maintained for future references, audit and proof of inspection.
- B. The COR will notify County, in person, each time the COR makes an observation of unacceptable performance, and will ask the County to correct the problem. The COR will record the contract requirement, the specific deficiency to the requirement, the date and time it was discovered, and ask the County to initial the entry. Nothing about the County's initialization of the COR's entry shall be deemed to constitute an admission or acknowledgement of substandard performance. Initialization represents only that the County recognizes that the COR has made a complaint.

If County disagrees with the COR that performance was unacceptable, it will be given a reasonable period of time, agreed to by the parties in light of all the attendant circumstances, to establish and explain the adequacy of its performance to the COR. The COR agrees to review any objection submitted by County and to reverse any conclusion of unacceptable performance, in writing, as appropriate.

If County agrees that performance was unacceptable, it will be given a reasonable period of time, agreed to by the parties in light of all the attendant circumstances, to correct the deficiency. Deficiencies that cannot be corrected within a mutually agreeable reasonable period of time, as dictated by the attendant circumstances, will be reported to the KO.

County is not responsible for any performance deemed unacceptable that arose out of the mitigating circumstances described in this Award/Contract or that arose out of other circumstances out of County's control.

- C. The COR will record more serious deficiencies, or recurring deficiencies in the same area, that could indicate a trend by using DA Form 5479-R, Contract Discrepancy Report (CDR). The CDR will state the requirement of this Award/Contract, the specific contract reference, and the specific violation to the requirement. The COR will forward copies of the CDR to the KO within five (5) working days. The KO will notify the County of receipt of the CDR and will provide a copy of the CDR to the County within five (5) working days.

The County shall be afforded opportunity of at least sixty (60) days to respond to, to explain, and/or to contest the assertions made in the CDR. The County shall be afforded additional time to respond, explain, and/or contest the CDR if warranted by attendant circumstances.

If Government and County agree that corrective action is warranted, the County shall be afforded a reasonable period of time, agreed to by the parties in light of all the attendant circumstances, to implement corrective action.

If the Government and County agree that performance is acceptable, and that no corrective action is warranted, Government shall document that the CDR lacked merit.

The CDR will be maintained in the contract/order file. Government shall also maintain a copy of any County response, contest, explanation or protest to the CDR in the contract/order file. Government shall also maintain a copy of documentation finding that the CDR lacked merit in the contract/order.

- D. The COR will re-inspect any services agreed to be deficient by the parties to ensure corrections were made within the time frame agreed upon. County's failure to complete corrective actions will be reported to the KO for further action.

County shall be afforded opportunity of at least sixty (60) days to respond to, explain, and/or contest the COR's findings that deficiencies have not been corrected. The County shall be afforded additional time to respond, explain, and/or contest the COR's findings that corrections were not made, or deficiencies were not cured, if warranted by all attendant circumstances.

Government shall maintain a copy of documentation of County's response to, explanation of, and/or contest to the COR's findings that corrections were not made or deficiencies were not cured in the contract/order file.

- E. The COR will accept the services provided and authorize payment on a monthly basis, by approving the Contractor's invoice in GFEBS.

- F. The COR will submit a brief monthly activity report to the KO which will include adequacy of services provided by County pursuant to this Award/contract, reconciliation of billings and payments, and any future changes to billing.

6. **PERFORMANCE STANDARD.** Performance standards are set forth in Attachment 1.
7. **QUALITY ASSURANCE SURVEILLANCE FILE.** The COR file shall contain:
  - a) Copy of the COR appointment letter from the KO, any changes to that letter, and any termination letters
  - b) Copy of this Award/Contract and all modifications or amendments, if any
  - c) Copy of the applicable Quality Assurance Surveillance Plan (QASP), set forth above
  - e) All correspondence concerning this Award/Contract.
  - f) Names, position, titles and contract information of key personnel assigned to this Award/Contract by Government and County.
  - g) Records of monthly performance results.
8. **RECORDS.** All records will be retained for the life of this Award/Contract. The COR will forward the records to the KO upon completion of the contract/order.
9. **CHANGES.** The QASP is a living document and, as such, may be changed as needed, through mutual agreement of Government and County, in writing, signed by the KO.

## **ATTACHMENT 1**

**ATTACHMENT 1 FOR THE PERFORMANCE REQUIREMENTS SUMMARY (PRS) WILL BE SEPARATELY ATTACHED 1**

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERM

Supplies/services will be inspected/accepted at:

CLIN	INSPECT	AT INSPECT	BY ACCEPT	AT ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government

Section F - Deliveries or Performance

DELIVERY OR PERFORMANCE

Supplies/services will be inspected/accepted at:

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS
0001	1 DECEMBER 2015 TO 30 JUNE 2025	N/A	N/A FOB: DESTINATION

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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Section G - Contract Administration Data

ADMINISTRATION

Government's point of contact for this Award/Contract, for the submission of invoices or additional information, and for all forms of coordination will be Major Stephen Krueger, 831-242-4461 or incoming Chief of Police (Unknown at this time).

Invoices may be sent to:

Directorate of Emergency Services  
4468 Gigling Road  
USAG Presidio of Monterey  
Seaside, Ca 93944-5001  
Attention: Stephen P. Kruger  
E-mail: [stephen.p.krueger.civ@mail.mil](mailto:stephen.p.krueger.civ@mail.mil)

County's point of contact for this Award/Contract shall be

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.222-26	Equal Opportunity	APR 2015
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.223-6	Drug-Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-25	Prompt Payment	JUL 2013
52.233-1	Disputes	MAY 2014
52.241-4	Change in Class of Service	FEB 1995
52.241-5	Contractor's Facilities	FEB 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-6	Subcontracts for Commercial Items	APR 2015
52.246-23	Limitation Of Liability	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)  
ALTERNATE I (OCT 1995)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold.

52.241-3 SCOPE AND DURATION OF CONTRACT (FEB 1995)

- (a) For the period of this Award/Contract, the Contractor agrees to furnish and the Government agrees to purchase the services specified in accordance with the applicable tariff(s), rules, and regulations as approved by the applicable governing regulatory body and as set forth in the contract.
- (b) It is expressly understood that neither the Contractor nor Government is under any obligation to continue any service under the terms and conditions of this Award/Contract beyond the specified expiration date.
- (c) The Contractor shall provide Government with the annual price list otherwise specified by this Award/Contract .
- (d) Contractor shall be paid at the rate set forth in the annual price list, as otherwise specified by this Award/Contract, and continuing for the term of this contract. Any minimum monthly charge specified in this contract shall be equitably prorated for the periods in which commencement and termination of this contract become effective.

(End of clause)