

H1. CONTRACTORS PROPOSAL

The Contractor's Proposal shall be incorporated into this contract.

H2. DATA RIGHTS AGREEMENT

H2.1. Notwithstanding any clause of this contract to the contrary, the Government shall have, as a minimum, those rights in technical data properly furnished with limited rights that are granted to the Government by DFARS 252.227-7013 - DFARS 252.227-7015. If there is any conflict between the above stated Government basic data clauses and a technical data rights agreement, the Government basic data clauses shall take precedence.

H2.2. The Government may task the Contractor to modify and/or adapt any technical data through the support services of Section C for the Government's own use, to meet Government specific requirements. Any such modifications or adaptations may be used by any Government activity at no further cost to the Government.

H3 MANDATORY USE OF ELECTRONIC MAIL

H3.1 CONTRACTOR TO GOVERNMENT

1. Unless exempted by the Contracting Officer in writing, communications after contract award shall be transmitted via electronic mail (e-mail). This shall include all communication between the Government and the Contractor except Procurement Sensitive Information, Classified Information and Proprietary Information.

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

Microsoft Word 2003 (Not to exceed 100 pages or 5 megabytes)
Microsoft Excel 2003 (Not to exceed 5 megabytes)
Microsoft PowerPoint 2003 for presentation slides (Must be done in zip compression/inflation format)

3. Files larger than 5 megabytes must use alternate means of transmission such as Zip Compression/Inflation, File Transfer Protocol. (Note: This includes both the text message and the attachment)

4. A copy of all communications, with the exception of technical reports, shall be provided to the VCCO Contract mailbox: FIGHTER@erdc.usace.army.mil.

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

Routine Letters
Requests for Proposals under the contract
Price Issues (except Contractor pricing data) Approvals/Disapproval's by the Government
Technical Evaluations of Contract Items

Clarifications
Configuration Control
Drawings (not to exceed ½ megabyte)
Revised Shipping Instructions
Change Order Directions

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

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

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

9. The Contract Specialist's e-mail address is: Carla.C.Koestler@mvk02.usace.army.mil. The Contracting Officer's Representation's e-mail address is Charles.W.Brasfeild@erdc.usace.army.mil. The Technical Point of Contract's e-mail address is: to be specified on each Delivery Order.

H3.2 GOVERNMENT TO GOVERNMENT

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

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

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

H4. SUBSTITUTION OF HARDWARE, SOFTWARE, AND SUPPORT SERVICES

H4. 1. During the life of the contract, the Contractor may submit substitution proposals for hardware, software, or support services. For each item of hardware, software, and support services offered as a substitute, the Contractor shall certify and provide documentation in accordance with FAR 15.8 to support:

(a) That the overall functionality for the substitute hardware, software, and support services is equal to or greater than the overall functionality of the hardware, software, and support services for which the substitute is offered;

(b) That the unit price for the substitute hardware, software, and support services is no greater than the unit price of the hardware, software, and support services for which the substitute is offered;

(c) That the maintenance price for the substitute hardware, software, and support services is no greater than the maintenance price of the hardware, software, and support services for which the substitute is offered;

(d) That the overall support and supply costs borne by the Government for the substitute hardware, software, and support services, are not greater than the Government support and supply costs for the hardware, software, and support services for which the substitute is being offered;

(e) That the item is compliant with the applicable Federal Information Processing Standards.

H4.2. The Government shall at its sole discretion determine the acceptability of any hardware, software, and support service offered as a substitution.

H4.3. The substitution proposal shall include or identify:

(a) The item being substituted;

(b) A description of the substitute item;

(c) The list price, GSA Schedule price (if available), and the offered price of the substitute item; and

(d) Whether incorporation of the substitute item into the contract will completely or partially replace the item for which the item is being offered.

H5. TECHNOLOGY IMPROVEMENTS

H5.1 Technology Refreshment -- Changes to Contract Catalogs.

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

2. Under this section, proposed changes to contract catalogs shall be subject to the provisions of Section B regarding Catalog Items and Discounts.

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

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

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

c. Items furnished from the catalog change shall be within the scope of the pertinent catalog equipment category description set forth in Sections B and C of the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

6. The written request shall provide the following:

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

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

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

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

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

f. The request shall indicate whether the catalog change has been placed in the archive on the Contractor's website as required by Section B.

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

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

H5.2 Technology Refreshment

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

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

a. A cover letter delineating all salient points to include specifications met by the offered product(s), Year 2000 compliance, Section 508 compliance with

EIT Standards specified in 36 CFR Part 1194, and FAR 39.2 and, proposal validity date;

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

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

d. An estimate of the changes in performance and price, if any, that will result from adoption of the proposal; and an item-by-item summary of any "street pricing" of the items including a reference, if possible with hyperlink to the source of the "street price" and GSA Schedule pricing, if any, to include GSA Schedule Number, if possible with hyperlink--the Contractor may be required to provide a minimum of three competitive quotes.

e. An evaluation of the effects the proposed changes would have on collateral costs to the Government, such as Government-furnished property costs, costs of related items, and costs of maintenance, operation and conversion (including Government application software);

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

g. An electronic version of a revised Section B CLIN list reflecting the catalog change to facilitate modification of the contract, and

h. Any pertinent commercial product literature readily available that would be helpful to the Government technical review and endorsement process. This documentation shall assure the level of performance of the product and provide the products technical composition.

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

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

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

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

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

H5.3. Discontinued Functionality:

H5.3.1. If, during the life of this contract, the manufacture or supply of hardware, software, and support services functionality listed in the schedule is discontinued, the Contractor shall provide to the Contracting Officer a thirty (30) day notification of intent to discontinue a major functionality. In the event that such notification is not provided for third-party equipment, any Government requirements shall be satisfied by equal or better technology that is acceptable to the Government at equal or lower prices.

H5.3.2. From the time the Contracting Officer receives this notification, the Contractor will honor any orders for the functionality to be discontinued for the next 30 days, at the existing price for the item to be discontinued. A substitute product may be supplied to satisfy orders during this period, but only if it is functionally equivalent or better than the item being discontinued. The Contracting Officer shall at its sole discretion determine the technical acceptability of any hardware, software, or support services offered as a substitution. Disapproval of a substitution shall not give rise to or in any way entitle the Contractor to any extension of time, equitable adjustment, or suspension of liquidated damages or other credit provided under this contract.

H5.3.3. The Government will notify the Contractor within thirty (30) days of receiving the Contractor's notification, whether the major functionality to be discontinued is still required by the Government. If the functionality is not required, the category or product will be removed from the contract by the next modification. If the functionality is still required, the Contractor will then submit a proposal for replacement functionality under the parameters of this Clause. The functionality to be discontinued will be removed from the Contract upon receipt by the Contracting Officer of the Contractor's Technology Improvement proposal for a replacement functionality.

H5.4. Discontinued Products:

During the life of this contract, the Contractor will honor any orders for a discontinued item (if it was available at the time the item was quoted to the customer) at the existing price for the item to be discontinued. A substitute product may be supplied to satisfy orders during this period, but only if it is functionally equivalent or better than the item being discontinued. The Contracting Officer shall at its sole discretion determine the technical acceptability of any hardware, software, or support services offered as a substitution. Disapproval of a substitution shall not give rise to or in any way entitle the

Contractor to any extension of time, equitable adjustment, or suspension of liquidated damages or other credit provided under this contract.

H6 CONTRACT ADMINISTRATION

H6.1 PRE-NEGOTIATION CONFERENCE

A pre-negotiation conference may be held if required at a mutually agreed upon time and place.

H6.2 POST-AWARD CONFERENCE

The Contractor agrees to attend a Post-Award Conference convened by the contracting activity in accordance with Federal Acquisition Regulation Subpart 42.5.

H6.3 START-UP PERIOD

The contract start-up period is 30 calendar days commencing upon Government issuance of notice to proceed. The Contractor, following issuance of the notice to proceed, shall accept orders. During that period the Contractor shall:

1. Develop an ordering guide and a website which shall be provided to the Government for review and approval;
2. Secure required personnel;
3. Coordinate for security clearances (interim clearances will be requested until final clearances are issued, if required);
4. Prepare to support Electronic Commerce/Electronic Data Interchange (EC/EDI).

H6.4 CONTRACT MANAGEMENT

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

2. Meetings and Conferences. During the life of the contract, periodic meetings will be held at both Contractor and Government sites. Contractor shall attend the meetings in order to review program status, assess Contractor performance, refine current processes, and plan future actions. Participation in meeting and conferences shall be at no additional cost to the Government.

3. Contract Management Reports. All contract management deliverables shall be delivered to the Government for review and comment or approval. The Contractor shall submit the following reports as indicated below. All reports shall be submitted electronically to the Government at the following email address: FIGHTER@erdc.usace.army.mil. Contractor management and reports shall be provided at no additional charge to the Government. A report for "no activity" is required via email message.

- a. Order Transactions and Status Report. The Contractor shall provide weekly Order Transaction and Status report to the Government for inclusion to its

Order Tracking Database. Weekly submission shall be used for reporting new orders or new order modifications that have not been previously reported and status on active orders. A process for entering order data directly into the Government's database shall be developed and implemented.

b. Monthly Delivery Order Status Report (MDOSR). The Contractor shall provide a MDOSR to the Government by the 15th of each month for each active support services delivery order. The report shall include a brief summary of significant activities, problems and developments occurring during the reporting period, as well as progress made at the task level.

c. Evaluation of Contractor's Delivery Order Performance for Technical Support Services (See Exhibit 4). Performance evaluations shall be done for each completed order, regardless of dollar value, within 30 days of completion, by the Site COR. Performance evaluations shall also be completed at least annually for orders that have a performance period in excess of one year; annual performance evaluations shall be submitted not later than October 31 of each year. Performance evaluations may also be done as otherwise considered necessary throughout the duration of the order (but generally no more than quarterly). The Contractor shall initiate the required evaluations and provide the Site COR (and copy the Lead COR) an electronic evaluation form (MS Word) for completion. Performance evaluations shall be submitted to the Lead COR. The Lead COR shall submit the completed evaluation to the Contractor for comment. The Contractor shall have 30 days in which to respond. The Ordering Contracting Officer and Site COR will consider any comments provided by the Contractor. The performance evaluation will have a copy of the Contractor's comments attached.

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

4. Order Processing and Order Tracking Information. When provided with a Government order number, the Contractor shall provide the Government the date of receipt of the order and the shipping status.

H7. SOFTWARE

H7.1. SOFTWARE RIGHTS (for Commercial Software)

H7.1.1. All license agreements must conform with Federal Law. Notwithstanding any clause of this contract to the contrary or of any license agreement referred to in this contract, the Government shall have, as a minimum, those rights in computer software properly furnished with restricted rights and in computer software documentation properly furnished with limited rights that are granted to the Government by DFARS 252.227-7013 - DFARS 252.227-7015. If there is any conflict between the above stated Government basic data clauses and a licensing agreement, the Government basic data clauses shall take precedence.

H7.1.2. The Contractor hereby grants to the Government and the Government accepts from the Contractor for the term hereof a non-transferable and non-exclusive (the Contractor is not restricted from licensing to other customers) license to install and use

the Contractor supplied software listed in Section B of this contract. The Contractor further agrees to continue this license agreement in perpetuity and also shall apply to any software changes or new releases.

H7.1.3. All software license agreements shall be between the Government and the Prime Contractor. Licensing agreements shall be the same for all software whether provided by the Prime Contractor or his subContractors. Licensing agreements shall provide the Government with options that minimize system management requirements (i.e., site licenses or library check-out licenses). License agreements that require physical devices (i.e., keys), restrictions to a specific CPU serial number, or a monthly charge based on the amount of usage are unacceptable. Software support shall be provided separately.

H7.1.4. The Government may task the Contractor to modify and/or adapt any software through the support services for the Government's own use, to meet Government specific requirements. Any such modifications or adaptations may be used by any Government activity at no further cost to the Government.

H7.2. DoD ENTERPRISE SOFTWARE INITIATIVE (ESI)

ESI is applicable only to delivery orders for DoD agencies. In situations where the purchase of new commercial software, including preloaded software, is needed to satisfy the requirements of a particular order, the Contractor shall facilitate maximum use of DoD Enterprise Software Initiative (ESI) sources. The Contractor shall utilize software from the ESI sources, as ordered. The Contractor is responsible for reviewing available ESI sources and coordinating with the ordering activity prior to using another source. If ordered, the Contractor is authorized to use DoD enterprise software agreements as a source for obtaining the software to satisfy the requirement. Alternatively, the Contractor may be required to utilize software provided from the ESI sources as Government furnished software. If the Contractor is not required to use ESI sources after coordination, it need not provide the software from an ESI source. The listing of COTS software available from DoD ESI sources can be viewed on the web at http://pmscp.monmouth.army.mil/enterprise/entprs_agree.htm or <http://www.donimit.navy.mil/esi>.

H8. RELEASE OF NEWS INFORMATION

No news release (including photographs and films, public announcements, denial or confirmation of same) on any part of the subject matter of this contract or any phase of any program hereunder shall be made without the prior written approval of the Contracting Officer and Program Manager. See also DFARS clause 252.204-7000 "Disclosure of Information".

H9. GOVERNMENT PROPERTY

1. Government-Furnished Equipment. Government-furnished equipment, data, or services shall be identified in individual orders.

2. Contractor Acquired Property. In the event the Contractor is required to purchase property in the performance of this contract, compliance with the procedures of FAR Part 45 is required.

3. Disposition of Government Property. Thirty (30) days prior to the end of the period of performance, or upon termination of the contract, the Contractor shall furnish to the COR a complete inventory of all Government Property in his possession under this contract that has not been tested to destruction, completely expended in performance, or incorporated and made a part of a deliverable end item. The COR will furnish disposition instructions on all listed property which was furnished or purchased under this contract.

4. Risk of Loss: The Contractor assumes full responsibility for and shall indemnify the Government for any and all loss or damage of whatsoever kind and nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished, while in his custody and care for storage, repairs, or services to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, subContractor, or any employee, agent, or representative of the Contractor or subContractor.

H10. LOGISTICAL SUPPORT (Overseas Locations Only)

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

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

3. Conduct of Contractor Personnel: If the Contracting Officer finds it to be in the best interest of the Government, within the foreign environment in which the Contractor will be performing outside the limits of the United States and its possessions, he may at any time during the performance of this contract order the Contractor to remove any of his personnel from further performance under this contract for reasons of their moral

character, unethical conduct, security reasons, and for violation of installation regulations. In the event that it becomes necessary to replace any Contractor personnel for any of the above reasons, the Contractor shall bear all costs associated with such removal including the costs for the replacement of any personnel so removed. The Contractor or Contractor personnel shall be responsible for the return of all logistical support items (i.e., ID cards, ration cards, POV tags and registration, POV and GOV operator's licenses, etc.) prior to departure from an overseas area of operation.

H11. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

Any written commitment by the Contractor within the scope of this contract shall be binding upon the Contractor. For the purpose of this contract, a written commitment includes the proposal submitted by the Contractor, written amendments, warranties and representations made by the Contractor in a proposal, literature, drawings, specifications as to hardware or software performance; total systems performance; physical, design or functional characteristics of components, software packages or systems, compliance with standards, training, services, and installation data.

H12. REPLACEMENT PARTS

H12.1. AVAILABILITY

The Contractor guarantees that replacement parts for each component listed in this contract shall be available for the duration of this contract and all options to extend, unless the Contractor can demonstrate that specific components have been completely upgraded or replaced.

H12.2. QUALITY

The Contractor guarantees that the quality of replacement parts for each component listed in this contract will be equal to or greater than the original parts.

H13. WARRANTY

1. The focal point for all warranty support shall be the Contractor. All equipment provided under the contract shall be provided with a basic warranty as part of the purchase price, which shall be no less in length than the OEM standard commercial warranty for the item.

2. In addition, the Contractor shall provide the warranty variations that are available from the catalog offering.

3. The Contractor may also provide warranty variations not covered by the catalog offering as requested in individual orders including but not limited to OCONUS warranty, extended period warranty, for the response time, on-call, on-site support and mission critical warranty support. Warranty variations of this type shall be negotiated with the Ordering Contracting Officer and provided under the "Within Scope" Customized Delivery Order CLIN.

4. Software Warranty. Under the basic warranty, the responsibility of the Contractor is as follows. The Contractor shall provide no less than the standard commercial warranty throughout the warranty period, which is provided for any other customer at no charge, unless rejected by the Government.

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

6. Replacement Parts. When the Contractor replaces a defective part during the warranty period, the newly-installed part shall become Government property. The defective part shall become the property of the Contractor except that the Government reserves the right to purchase defective hard drives and removable hard drives containing sensitive or classified material that is required by statute or regulation to be destroyed or retained by the Government.

7. Warranty Registration. The Contractor shall register items into its warranty database prior to shipment to the Government. Submission of a warranty registration card shall not be required to obtain warranty service.

H14. HARDWARE MAINTENANCE AND SOFTWARE SUPPORT

Hardware maintenance and software support shall be based on commercial terms and conditions of the product manufacturer. Consequently, various services may apply due to differences in commercial terms and conditions. Examples of commercial services and terms and conditions that may be acceptable are presented in these sections.

H14.1 Maintenance (Hardware)

On-site service shall include problem diagnosis, as needed, with Contractor help desk assistance and guidance and repair for customers throughout the United States. Hardware maintenance and installation service response time may be based on vendor-specified distances between the Customer site and the nearest vendor service location.

The hardware maintenance services shall include the system and external peripherals.

On-site hardware systems support for client/servers shall include two offerings: Same Day and Next Business Day. Client/Server Support shall cover multi-vendor PCs, terminals, laptops, printers, and associated peripherals.

(a) Next-Business-Day Service

Next Business-Day Service shall include the following: provide on-site remedial hardware service during business hours (8 A.M. to 5 P.M., Monday through Friday, except

for Federal holidays); define priority response as next-business-day service; includes labor, as well as scheduled preventive maintenance (if applicable).

(b) Same-Day Service

The Same-Day service offering includes a committed response time and a continuous effort until a problem is resolved. Coverage is available up to 24 hours a day, 7 days a week.

- Provides on-site remedial hardware service during business hours (8:00 A.M. to 5 P.M., Monday through Friday, except certain holidays).
- Offers extended coverage to 24 hours a day, 7 days a week, including holidays.
- Ensures a committed response time, depending on location and system type.
- Provides continuous remedial effort until the problem is resolved, even if the effort extends beyond contracted hours of service coverage.
- Includes labor, as well as scheduled preventive maintenance (if applicable).

H14.2 Service Offerings

Service Offerings includes a range of product services including staging and integration, configuration, startup, deployment, and moves/adds/changes. As part of developing the Statement of Work for such a project, the Contractor will agree on the on-site procedures and develop a detailed installation and testing script to be followed for each installation.

For Staging and Integration, the Contractor receives in-service hardware for potential redeployment or spares. Hardware deployment consists of deinstallation of the old equipment (if required) and installation of the new equipment. Moves/Add/Changes involve the following: Disconnect network/power/monitor cables, move client/server equipment to new location, and reconnect network/power/monitor cables and verify network connectivity.

H14.3 Software Support

The Contractor shall provide annual software support for selected software at commercial terms and conditions. Software support shall include phone support and upgrades where commercially available. The Contractor will propose annual support CLINs as appropriate and as needed for selected CLINs. Third-party resources may provide software support services, but such support activities must be transparent to the Government. Software support will be performed during the Principal Period of Maintenance (PPM). The Principal Period of Maintenance (PPM) for this Contract will be 8:00 A.M. to 5:00 P.M., local time at the Government activity where the maintenance is being performed.

H14.4. MAINTENANCE CHANGES

H14.4.1. The CO may change the Principal Period of Maintenance (PPM) at any time within the term of the contract by giving at least 30 calendar days written notice to the Contractor or less if agreed to by the Contractor. Performance of the adjusted PPM shall be in accordance with the clauses set forth in this contract.

H14.4.2. The CO may change any maintenance plan being performed under this contract by giving 30 calendar days prior written notice to the Contractor.

H14.4.3. The CO may cancel any maintenance being performed under this contract by giving thirty (30) days prior written notice to the Contractor, or less if agreed to by the Contractor. Should the Government wish to re-instate maintenance service subsequent to cancellation, the Contractor may, at his option, perform an on-site inspection to determine status and maintainability. The cost of inspection and any associated repair necessary to restore equipment to proper operating condition shall be the subject of separate negotiations.

H14.4.4. The CO may cancel any software support being performed under this contract by giving 30 calendar days prior written notice to the Contractor or less if agreed to by the Contractor.

H14.5. REMOTE SUPPORT

1. Telephonic support via a toll-free number shall be provided by the Contractor to the Government. The Contractor may effect repair through telephone support for any BIOS, Firmware or customer replaceable components (i.e., keyboard, mouse, monitor). If repair cannot be completed by telephone, the Contractor will provide on-site support. If repair is not effected by telephone, Contractor maintenance personnel shall arrive at the installation site and respond to the request for maintenance within the time to respond designated for the effective site maintenance plan.

2. Availability. Telephonic support services shall be available, at a minimum, Monday through Friday, 8:00 a.m. through 5:00 p.m. local time, excluding U.S. Government holidays. The Contractor shall provide a method for telephonic support services, such as a Fax-back service, a paging service, or third-party support service, for worldwide support whereby requests for telephonic support are responded to no later than the next business day for requests originating outside of the Continental United States.

3. Services. At a minimum, Telephonic Support Services shall consist of the following:

a. User Technical Assistance. The Contractor shall be prepared to receive product problem reports and assist the user towards timely resolution of the reported problem. Reports of problems may also come through Email and/or Internet/WWW messaging. The Contractor is responsible for hardware/software related calls for all products that are covered under warranty or maintenance. The Contractor shall maintain contact with the reporting user until final resolution and user notification. Interim resolution of a software problem is to include a work around solution until the problem is finally corrected in the next release or version of the product. Technical assistance may be provided by the OEM to satisfy this requirement.

4. Telephonic Support Personnel. Contractor personnel manning the telephonic support service telephones shall have sufficient expertise to recommend corrective actions for hardware and software problems, and the personnel shall speak and understand English.

H14.6. NON-CHARGEABLE MAINTENANCE ITEMS

There shall be no additional Contractor maintenance charges for:

- (a) Preventive maintenance for equipment under the full service maintenance plan.
- (b) Corrective maintenance which was requested during the Principal Period of Maintenance (PPM) regardless of when the maintenance is performed
- (c) Time spent by maintenance personnel after arrival at the site awaiting the arrival of additional maintenance personnel or delivery of parts, etc.
- (d) Corrective maintenance required on any component when the scheduled preventive maintenance preceding the malfunction had not been performed, unless preventive maintenance was denied access to the hardware.
- (e) Replacement parts for on-call and on-call outside the PPM maintenance plans unless such parts are required due to the fault or negligence of the Government.
- (f) Corrective maintenance required on any hardware component within 24 scheduled operating hours after completion of the first corrective maintenance.
- (g) Corrective maintenance required on any hardware component if the hardware component malfunctions within six (6) scheduled operating hours immediately following completion of scheduled preventive maintenance.
- (h) Contractor sponsored alterations or attachments made only with the consent of the Government. Any such alterations or attachments shall not increase the monthly maintenance charge(s) but may decrease them.

H14.7. GOVERNMENT RESPONSIBILITIES

H14.7.1. ACCESS

In accordance with security regulations, the Government will permit access to the component which is to be maintained.

H14.7.2. WORK SPACE

The Government will provide electric current and outlets and telephones (for local calls only) for use by Contractor maintenance personnel during the duration of the repair. These facilities will be within a reasonable distance of the component to be serviced and will be provided at no cost to the Contractor.

H14.7.3 OTHER RESPONSIBILITIES

During the Coverage Period of the Agreement, the Government agrees to the following:

- (a) The Government is responsible for backing up all systems software, applications, and user data files prior to commencement of any repair services.
- (b) In the event the Government should obtain additional software license(s) from an authorized reseller, or by any other manner, the Government agrees to notify the Contractor about the newly acquired software licenses(s) if software support is desired. In response, Contractor will provide the Customer with a Quote reflecting the effective date of services and charges for the additional software license(s).

H15. RESERVED

H16 - RESPONDING TO FREEDOM OF INFORMATION ACT REQUESTS

This contract and subsequent modifications will be released in their entirety in accordance with the Federal Acquisition Regulation Subparts 5.401 and 5.402 and Part 24 under the provisions of the Freedom of Information Act, 5 U.S.C. Section 552, as amended, when a written request is received from the public by the Government.

H17. SUBSTITUTION OF PERSONNEL

H17.1. The Contractor shall provide appropriate personnel meeting the minimum requirements specified in Section C to perform the described functions. If the Contractor proposes to substitute key personnel who have qualifications required for performance as specified in Section C the substitution shall be subject to prior approval by the Contracting Officer. In any of these events, the Contractor shall propose substitute personnel who have qualifications that are equal to or exceed the qualifications required for performance as specified in Section C and who are subject to approval by the Contracting Officer.

H17.2. This approval will be conditioned, among other things, on the qualifications of the proposed substitute key personnel being equal to or exceeding those required for performance as specified in Section C. The Contractor shall notify the Ordering Contracting Officer and Site COR at least 30 calendar days prior to any personnel changes.

H18. RESERVED

H19. WORK ON A GOVERNMENT INSTALLATION

In performing work under this contract on a Government installation or in a Government building, the Contractor shall:

1. Obtain and maintain the minimum kinds and amounts of insurance specified in FAR 52.228-5.

2. Conform to the specific safety requirements established by this contract and individual orders.

3. Comply with the Occupational Safety and Health Act, the safety rules of the Government installation that concern related activities not directly addressed in this contract.

4. Take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor and Government personnel connected in any way with performance under this contract.

5. Take such additional immediate precautions as the Contract Officer may reasonably require for safety and accident prevention purposes.

H20. RESERVED

H21. TRAVEL AND PER DIEM – TECHNICAL SUPPORT SERVICES

H21.1 TRAVEL COSTS

Except as otherwise provided herein, the Contractor shall be reimbursed for travel costs on the basis of actual costs incurred subject to the following:

H21.1.1. Contractor personnel may be required to travel to support the requirements of this contract and as stated in individual orders. Long distance and local travel will be required both in the Continental United States (CONUS) and Outside the Continental United States (OCONUS). For those orders requiring travel, the Contractor shall include estimated travel requirements in the proposal. The Contractor shall then coordinate specific travel arrangements with the individual site Contract Officer Representative to obtain advance, written approval for the travel about to be conducted. The Contractor's request for travel shall be in writing and contain the dates, locations and estimated costs of the travel. The Government will reimburse the Contractor in accordance with the Department of Defense Civilian Personnel Joint Travel Regulation. Costs associated with Contractor travel shall be in accordance with FAR Part 31.205-46.

H21.1.2. The travel reimbursable herein includes only that travel (commercial carrier, private automobile, or auto rental) performed from the Contractor's plant to site of work, between the sites of work, and from the site of work to the Contractor's plant. Travel at U.S. Military Installations where Government transportation is available, travel to and from work, will not be reimbursed hereunder. Travel costs incurred in the replacement of personnel will not be reimbursed by the Government when such replacement is accomplished at the Contractor's or employee's convenience. The Contractor shall not charge for travel and per diem within a 50-mile radius of either the residence or the office of the Contractor employee.

H21.1.3. When in an authorized travel status, the Contractor will be reimbursed for the expense of meals, lodging, and transportation between places of lodging or business and places where meals are taken and any other miscellaneous travel and living expenses incurred in the performance of this contract. Per diem rate shall be payable only when the Contractor employee is in an authorized travel status. The per diem rate

shall be established in accordance with the Department of Defense Civilian Personnel Joint Travel Regulation.

H21.1.4. Relocation costs and travel costs incident to relocation are not allowable and will not be reimbursed hereunder.

H22. SECURITY

H.22.1 SECURITY REQUIREMENTS.

(a) The Contractor shall provide sufficient personnel with the required security clearances to perform the work as specified in individual delivery orders. The personnel shall be cleared personnel in accordance with DoD 5200.2R, DoD Personnel Security Program and the DD 254.

(b) Contractor personnel not requiring a personnel security clearance, but performing Information Technology (IT) sensitive duties, are subject to investigative and assignment requirements IAW DoD 5200.2R, DoD Personnel Security Program.

(c) The Contractor shall bear the costs of any security clearances required for performance.

(d) Security requirements for delivery orders supporting non-DoD agencies shall be in accordance with that agency's security regulations.

H.22.2 SECURITY CLAUSES

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (to include grants, cooperative agreements and delivery orders) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an IT-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an IT-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The Contractor shall have each applicable employee complete a SF-85P and submit to the applicable Defense Security Service office within three (3) working days after award of any contract or delivery order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors shall have (or obtain prior to accessing any Government AIS) a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service. The Defense Security Service will process the NAC. Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

H22.3 FOREIGN NATIONALS

If the Contractor anticipates the efforts of foreign nationals on this contract, the Contractor must provide their name, nationality, and extent of involvement in the proposed research. Foreign nationals shall not work under any delivery order issued under this contract unless all DoD-required security clearances and required approvals have been obtained in accordance with DoD 5220-22-R, Industrial Security Regulation and have received concurrence by the issuing CO.

H22.3.1 ADDITIONAL US ARMY CORPS OF ENGINEER REQUIREMENTS

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or delivery orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/delivery order. This regulation includes subContractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The Contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/delivery order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

H23. PRIME CONTRACTOR RESPONSIBILITY

H23.1 The Contractor shall appoint a Contract Manager that will act as the single point of contact and primary interface for all contractual matters arising from this contract.

H23.2 The Contractor shall appoint a Program Manager that will act as the single point of contact and primary interface for all program and technical matters arising from this contract.

H24. AVAILABILITY OF MAINTENANCE FUNDS FOR THE NEXT FISCAL YEAR

Funds may not be available for maintenance under this procurement at the end of any given fiscal year. The Government's obligation for performance of this contract beyond this date is contingent upon the availability of appropriated funds from which payment for the contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the current fiscal year, until funds are made available to the CO for performance and until the Contractor receives notice of availability, to be confirmed in writing by the CO.

H25. PAYMENTS UNDER TIME-AND-MATERIAL MAINTENANCE

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer for work under Section C.

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis. Vouchers shall be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the

Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (c) below, pay the voucher as approved by the contracting Officer. The hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(b) Replacement Parts (Materials).

(1) Allowable costs of direct material shall be determined by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Reasonable and allocable material handling costs may be included in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services. Direct materials, as used in this clause, are those materials which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) To the extent able, the Contractor shall- -

(i) Obtain replacement parts at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(c) Audit. Any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (d) and (e) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(d) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall

execute and deliver, at the time of and as a condition precedent to final payment under this contract, as release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.
- (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.
- (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(e) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the replacement parts portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including and interest) in form and substance satisfactory to the Contracting Officer.

H26. USER FUNDING FEE

H26.1 The Contractor shall collect from Authorized Buyers a three (3) percent user funding fee (UFF) for Support Services and two (2) percent for all other items ordered under the contract per delivery order action. This includes all credit card orders. The UFF reimburses the Government for the costs of operating the program and recoups its operating costs. The Contractor will transfer the UFF collected to the Government ninety-two (92) days after the end of a quarter. The UFF equals the total amount obligated under the contract during the given quarter multiplied by the applicable percent (2% or 3%). The Contractor shall obtain from the Government verification of the amount of the UFF due. In the event the parties do not reach agreement on the UFF amount due, the Contractor shall remit the amount indicated by the Government and the difference may be resolved under the "Disputes" clause of this contract at the election of the contract

H26.2. The UFF amount due shall be transferred by check to the "U.S. Army Engineer Research Development Center (ERDC) – Finance & Accounting Officer". To ensure that the payment is credited properly, the Contractor shall identify the check as a "User Funding Fee" and include the following information:

- (a) Account Number
- (b) Contract Number
- (c) Contract Quarter

The check shall be forwarded to the following address:

Finance & Accounting Officer, CEERD-RM-FO
Engineer Research and Development Center
Bld. 1000
3909 Halls Ferry Road
Vicksburg, MS 39181

H26.3 If the full amount of the UFF is not paid within ninety two (92) calendar days after the end of the applicable contract quarter, it shall constitute a contract debt to the United States Government under the terms of FAR 32.6. The Government may exercise all rights including withholding or setoff payments and interest on the debt (see contract FAR Clause 52.232-17, Interest).

H26.4 Failure to pay the UFF in a timely manner may result in an unsatisfactory performance rating, non renewal and/or termination of this contract. Willful failure or refusal to make timely payment of the UFF constitutes a cause for terminating the Contractor for default under FAR 52.249-8, Default (Fixed-Price Supply and Services).

H26.5 UFF Special CLIN – CLIN 1111 is designated for UFF adjustments and shall be used exclusively by the VCCO Contracting Officer or VCCO COR to affect such adjustments to individual delivery orders as may be appropriate.

H27. CUSTOMIZED DELIVERY ORDER

H27.1. The purpose of this "Customized Delivery Orders" clause is to provide customers the ability to order a complete product solution on a single Delivery Order under this contract. This product solution may include products that are not incorporated in the contract, as well as, contract products.

H27.2. Products that are not incorporated in the contract may be included - on the same Delivery Order with contract products - under the Within Scope CLIN indicated herein. Items furnished under the "Within Scope" CLIN must be commercially-available products. The Ordering Contracting Officer's determination will be made by evaluating the relationship between the contract and non-contract items, whether the non-contract items are within the scope of the contract, and, the dollar value of the contract products being ordered on the subject Delivery Order. In no instance may non-contract items be ordered under the "Within Scope" CLIN without the simultaneous ordering of contract products on the same Delivery Order.

H27.3. Customers will contact the Contractor and request a combined quote for the items that they need. The Contractor will provide a Firm-Fixed Price (FFP) quote using the current contract prices established for products available on the contract; and, other pricing, in accordance with this section, for the items offered under the "Within Scope" CLIN.

H27.4. For contract products, the contract terms and conditions will apply, unless modified by the mutual agreement of the Contractor and the Ordering Contracting Officer. For "Within Scope" items, the Contractor's quote will include any special terms

and conditions that apply, which may include, but are not limited to: warranty length and type, warranty response times, delivery times, and, inter-operability capabilities between the contract products and the "Within Scope" items. At a minimum, the terms and conditions offered for the "Within Scope" items will be in accordance with the vendor's commercial practices. These terms and conditions will be subject to agreement by the customer.

H27.5. (a) Quotes submitted by the Contractor using the "Within Scope" CLIN shall include the following information:

- (1) For each product, either the contract CLIN or vendor part number for "Within Scope" items,
- (2) Contract item description, or, for "Within Scope" items, the vendor catalog description,
- (3) The contract price, or for "Within Scope" items, the vendor catalog price page, a summary of current GSA Schedule contract prices and the quoted price(s),
- (4) The Contract Specification Section that applies to the "Within Scope" items.
- (5) Any special terms and conditions that apply to the "Within Scope" items will be stated in the individual delivery order.
- (6) A statement as to whether maintenance service for the "Within Scope" items will be available under the contract via (Generic) Existing Systems (Components) Maintenance, open-market maintenance through the Contractor, or, by contacting the appropriate vendor for the "Within Scope" items.

(b) The pricing of "Within Scope" items by the Contractor shall adhere to the following guidelines:

- (1) The price offered shall be at least the most-favorable GSA Schedule price available for that item. or,
- (2) In the event this pricing method is not available, prices will be negotiated by the Ordering Contracting Officer.

(c) Copies of the quotes provided to customers will also be provided by the Contractor to the COR and the Contracting Officer.

(d) Copies of the completed quotes - see sub-paragraph (a) above - will be forwarded by the customer to the COR as part of their ordering package. The complete ordering package will then be forwarded to the Contracting Officer for review, approval and issuance of the Customized Delivery Order.

H28. YEAR 2000 WARRANTY

All hardware and software products available on the contract, "The Products," when used in accordance with its associated documentation, will be capable upon installation of correctly processing, providing and/or receiving data into and between the twentieth and twenty-first centuries; provided that all other products (for example, hardware, software, firmware) used in combination with The Products properly exchange data with it.

H29. RESERVED

H30. PROTECTION OF UNCLASSIFIED COMPUTER STORAGE MEDIA

H30.1. Purpose: This clause provides specific guidance on methods, processes and procedures to ensure no data remains on selected, unclassified computer storage media that are to be removed from (original) Government custody, and, Contractor storage media on which Government data is stored during the performance of technical support services. Sanitization removes sensitive information from storage media in a manner that gives assurance that the information cannot be recovered by keyboard or laboratory attack. Before the sanitization process begins, the computer shall be disconnected from any external network to prevent accidental damage to the network operating system (OS) or other files on the network.

This attachment applies to all types storage media such as magnetic (computer hard drives, tape, etc.) and various types of optical media.

H30.2. Methods and procedures for storage media sanitization include overwriting, degaussing, or destruction.

OVERWRITING is the process of replacing information (data) with meaningless data in such a way that meaningful information cannot be recovered from a hard drive. This will be accomplished using an approved DoD process and product.

Damaged Hard Disks: A hard disk platter may develop damaged or unusable tracks and sectors. However, sensitive data may have been recorded in areas of the disk that should be purged. If features or malfunctions of the storage media inhibit overwriting, the storage media shall be degaussed or destroyed.

CDROM and WORM disks cannot be purged (overwritten); they must be destroyed instead.

DEGAUSSING (i.e., Demagnetizing) is a procedure that reduces the magnetic flux of a medium to virtual zero by applying a reverse magnetizing field. Properly applied, degaussing renders any previously stored data on magnetic media unreadable. Degaussing hard drives often destroys the drive's timing tracks and servo motors, and usually demagnetizes the permanent magnets of the spindle motor on sealed (e.g., Winchester) drives, thus they can seldom be used after degaussing. In addition, the process of removing the hard drives from the computer, taking off the hard drive's housing, degaussing and placing the hard drive back into the computer, and testing to ensure it still operates and no longer contains its original data, may make reutilization after degaussing cost ineffective.

DESTRUCTION of a disk/drive is the process of physically damaging a medium so that it is not usable in a computer and so that no known exploitation method can retrieve data from it.

H30.3. Disposition: Storage media may be scheduled for reuse, repair, replacement, or removal from service for a variety of reasons and disposed of in various ways as described below.

H30.3.1. Warranty, Exchange, or, Maintenance Actions: The Contractor will make a determination as to whether the disk/drive is to be repaired and returned to the original Government seat owner, repaired but redirected to another user, or permanently removed from service.

H30.3.1.1. If the hard drive is operable, and is simply being relocated within a contract umbrella (i.e., it will remain under the authority of the Government seat owner), overwrite/degaussing is not required. However, if the hard drive is to be redirected from the contract umbrella, then the Contractor will overwrite or degauss, certify, and label the hard drive.

H30.3.1.2. If the hard drive is inoperable, the Contractor will make a determination as to whether the hard drive is repairable or should be removed from service.

H30.3.1.2.1. Repaired hard drives that are returned to the original seat owner need not be sanitized. However, if the repaired hard drive is not returned to the seat owner specified in the contract/delivery order, the Contractor will certify that the hard drive has been overwritten/degaussed using an approved DoD process and product.

H30.3.1.2.2. If the disk/drive is determined to be not repairable and is to be removed from service, the Contractor will degauss or destroy the disk/drive. The Contractor will certify in writing that this process has been completed.

H30.3.2. Contractor Technical Support Services under which Government data is stored on Contractor-owned storage media : At the completion of task services, the Contractor will sanitize the affected computer disks/drives using one of the (appropriate) methods described above, and, certify in writing that this process has been completed.

H30.4. Documentation Of Sanitization. The individual performing the sanitization must be properly trained. The Contractor will be responsible for certifying in writing that the sanitization (overwriting, degaussing or destruction) process has been successfully completed. Copies of the certification letter shall be submitted to the Ordering Contracting Officer and Government customer. Once the process has been certified, a signed verification label will be affixed to the hard drive or the computer housing the hard drive, as appropriate, indicating the date, method and product used for the procedure. Labeling is not required for Government-owned hard drives not returned to the Government; Government disk/drives that are destroyed; and, Contractor-owned hard drives.

H30.5. NOTE: Certain storage technologies are such that data are saved across an array of hard drives in a manner that results in no intelligible information being recoverable from any single drive (i.e., each byte is spread among different drives on the array). In these situations, where individual drives are removed from an array for repair or replacement, there is no requirement to overwrite, degauss, or destroy the drive in question.

H31. ORDER of PRECEDENCE

In the event of an inconsistency between the terms and conditions of this contract, resultant orders, and Contractor order proposals, the inconsistency shall be resolved by giving precedence in the following order:

1. The contract;
2. The orders, excluding the Contractor order proposals, and;
3. The Contractor order proposals.

H32. ACCESSIBILITY

All electronic and information technology (EIT) procured under this contract must meet applicable accessibility standards at 36 CFR Part 1194, unless an exception exists, or, for commercial items, unless and to the extent that individual standards cannot be met with supplies or services available in the commercial marketplace in time to meet delivery requirements.