FORM CD-404
(REV. 5-90)
U.S. DEPARTMENT OF COMMERCE

# SUPPLY, EQUIPMENT, OR SERVICE ORDER

This Order Number must appear on all invoices and packages. Freight charge over $100 requires Bill of Lading

6. ORDER NUMBER: 40SBNT067020

7. SUB

1. PAGE 1 OF 10

2. RECEIVING OFFICE NO.

3. CONTRACT ORDER AGAINST

A. PURCHASE ORDER (See Reverse): X

DELIVERY ORDER (See Block 3)

4. ORDER DATE: February 8, 2000

5. SOURCE

8. SUPPLIERS ADDRESS
Internet Corporation for Assigned Names and Numbers
4676 Admiralty Way, Suite 330
Marina del Rey, CA 90292-6601

TELEPHONE/CONTACT: (310) 823-9358

9. SHIP TO:
REFERENCE ORDER NO. 40SBNT067020 (INCLUDE ON SHIPPING LABEL)

National Telecommunications and Information Agency
1401 Constitution Avenue, NW
Room 4701
Washington, DC 20230

10. 1099 TAX

11. EMPLOYER I.D. #

B. REQUISITION NUMBER: 909-9-0043

C. REQUISITIONER INFO: (Last Name, Initial, Phone, Bldg, Room)
Karen Rose/Becky Burr, Room 4701, (202) 482-1866

| 12. LINE ITEM | 13. AC CD | 13a. QTY REC. | 14. DESCRIPTION | 15. BUDGET OBJECT | 16. ACC LINE | 17. QUANTITY | 18. UNIT ISSUE | 19. UNIT PRICE | 20. AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 0001 | | | The Contractor shall provide services to perform the operation of the Internet Assigned Numbers Authority (IANA) in accordance with the Statement of Work, Section 12 of this purchase order. | | | | | | |

Vice President, ICANN

| 21. FOB POINT | 22. DISCOUNT TERMS | 23. PROMPT PAYMENT | 24. SUB-TOTAL | 0.00 |
|---|---|---|---|---|
| 25. DELIVERY DATE | 26. SHIP VIA | 27. ESTIMATED FREIGHT | 28. TOTAL | 0.00 |

D. BILLING ADDRESS
Reference Order No. 40SBNT067020 (Include on Invoice)
N/A

| 29. ACC LINE | 30. BUREAU CODE | 31. ACCOUNTING CLASSIFICATION | 32. DIST. | 33. AMOUNT |
|---|---|---|---|---|
| | | N/A | | 0.00 |

E. ISSUING OFFICE
(DO NOT SHIP OR BILL TO THIS ADDRESS)
National Institute of Standards and Technology
Acquisition and Assistance Division
Building 301, Room B117
100 Bureau Drive, Stop 3572
Gaithersburg, MD 20899-3572

F. ORDERED BY (Name and Title)
Teresa A. Reefe, Contracting Officer

ACCEPTANCE: I certify that articles and/or services annotated above have been received, inspected, and accepted as complying with this order as of the date shown.

34. RECEIPT DATE

35. ACCEPTANCE DATE

G. FOR INQUIRIES CALL:
Teresa A. Reefe (301) 975-6364, teresa.reefe@nist.gov

36. ACCEPTANCE SIGNATURE, TITLE, & PHONE NO.

37. TYPE SHIPMENT

H. CONTRACTING/ORDERING OFFICER SIGNATURE: Teresa A. Reefe

I. DATE SIGNED: 2-9-00

## 1. ATTACHMENTS

The following documentation submitted by the Internet Corporation for Assigned Names and Numbers (ICANN) is hereby incorporated by reference:

a. ICANN quotation dated February 2, 2000 signed by Michael M. Roberts.
b. USC/ICANN Transition Agreement by and between the University of Southern California and the Internet Corporation for Assigned Names and Numbers (Transition Agreement).

## 2. SCHEDULE OF SERVICES

The Contractor shall provide services to perform the operation of the Internet Assigned Numbers Authority (IANA) in accordance with the Statement of Work, Section 12 of this purchase order.

## 3. COMPENSATION

Contractor shall perform under this purchase order without any cost to the United States Government.

At the effective date of this purchase order, the Contractor shall not impose or collect any fees for performing the IANA functions under this purchase order. After the effective date of this purchase order, ICANN may establish and collect fees from third parties (i.e. other than the United States Government) for the functions performed under this purchase order, provided the fee levels are approved by the Contracting Officer before going into effect, which approval shall not be withheld unreasonably provided the fee levels are fair and equitable and provided the aggregate fees charged during the term of this purchase order do not exceed the cost of providing the functions.

## 4. APPROVALS AND ADHERANCE TO CONFIDENTIALITY OBLIGATIONS

(a) As contemplated by Section 5.4 of the Transition Agreement, the United States Government hereby gives approval of the transfer of functions and responsibilities contemplated in Section 1 of the Transition Agreement.

(b) As contemplated by Section 2.6 of the Transition Agreement, the United States Government hereby approves the acquisition by ICANN of USC's entire right, title and interest in and to the Licensed IP Rights as defined in the Transition Agreement.

(c) The Government acknowledges that data submitted by applicants in connection with the IANA function is Confidential Information. To the extent permitted by law, the Government shall accord any data submitted by applicants in connection with the IANA function with the same degree of care as it uses to protect its own confidential information, but not less than reasonable care, to prevent the unauthorized use, disclosure or publication of confidential information. In providing data to the United States Government that is subject to such a confidentiality obligation, the Contractor shall advise the United States Government of that obligation.

5. **ESTIMATED PURCHASE ORDER VALUE**

At the time of purchase order award, the estimated value of this purchase order is under $10,000.

6. **PERIOD OF PERFORMANCE**

The period of performance of this purchase order is from the date of award through September 30, 2000.

7. **KEY PERSONNEL**

(a) The Contractor shall assign to this purchase order, the following key personnel:

1. Michael M. Roberts
2. Louis Touton
3. Joyce K. Reynolds
4. Suzanne Woolf

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contracting Officer shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of

the decision on substitutions. The purchase order will be modified to reflect any approved changes of personnel.

8. **Organizational Conflict Of Interest**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) Remedies – The Contracting Officer may terminate this purchase order for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the purchase order for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this purchase order.

(d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including paragraph (d), in any subcontract or consultant agreement hereunder.

9. **For administrative information pertaining to this purchase order contact:**

Teresa A. Reefe
Contracting Officer
National Institute of Standards and Technology
Building 301, Room B117
100 Bureau Drive, Stop 3572
Gaithersburg, Maryland 20899-3572
Phone No. (301) 975-6364
Teresa.reefe@nist.gov

10. **Contracting Officer's Authority**

The Contracting Officer (CO) is the only person authorized to make or approve any changes in any of the requirements of this purchase order and notwithstanding any provisions contained elsewhere in this purchase order, the said authority remains solely in the CO. In the event that the Contractor makes any changes at the direction of any person other than the CO, the change will be considered to have been without authority and no adjustment will be made in the purchase order prices to cover any increase in costs incurred as a result thereof.

11. **The Contracting Officer's Technical Representative** pertaining to this purchase order is:

Karen Rose
U.S. Department of Commerce
1401 Constitution Avenue, NW
Room 4701
Washington, DC 20230
(202) 482-1866

12. **DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**12.1 STATEMENT OF WORK/SPECIFICATIONS**

The contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the following Statement of Work/Specifications.

**12.2 BACKGROUND**

The Department of Commerce (DOC) has initiated an effort to transition the technical management of Internet Names and Addresses from the United States Government to the private sector. In June, 1998, DOC issued its Statement of Policy "Management of Internet Names and Addresses," 63 Fed. Reg. 31741 (1998) (Statement of Policy) that sets forth the transition process. The Statement of Policy indicates that in order to maintain the stability and continuity of services, the United States Government will continue to participate in oversight Internet technical management functions during the transition.

Part of the transition process relates to the performance of certain Internet technical management functions collectively known as the Internet Assigned Numbers Authority (IANA). The IANA functions are currently performed by the Information Sciences Institute at the University of Southern California (USC) pursuant to a contract with the Department of Defense's Advanced Research Project Agency (DARPA).

The portion of the IANA functions related to the DARPA/USC contract is nearing completion. However, the continued performance of these technical functions is vital to the stability and smooth functioning of the Internet. The National Telecommunications and Information Administration (NTIA), an agency of DOC, has initiated this purchase order action to fulfill its need for stability and continuity of services in the performance of the IANA technical functions during the transition period described in the Statement of Policy, and other related activities.

**12.3 CONTRACTOR REQUIREMENTS**

NTIA has a requirement for a contractor to maintain the smooth operation of the Internet by performing the technical functions collectively known as the Internet Assigned Numbers Authority (IANA). The IANA technical functions are currently operated by the Information Sciences Institute at the University of Southern California pursuant to a contract with the Department of Defense's Advanced Research Projects Agency. In performance of this purchase order, the contractor shall perform the following IANA functions:

- Coordination of the assignment of technical protocol parameters. This involves the review and assignment of unique values to various parameters (e.g., operation codes, port numbers, object identifiers, protocol numbers) used in various Internet protocols. This function also includes the dissemination of the listings of assigned parameters through various means (including on-line publication) and the review of technical documents for consistency with assigned values.

- Administrative functions associated with root management. This function involves facilitation and coordination of the root zone of the domain name system. It includes receiving requests for and making routine updates of ccTLD contact and nameserver information. It also includes receiving delegation and redelegation requests, investigating the circumstances pertinent to those requests, and reporting on the requests. This function, however, does not include authorizing modifications, additions, or deletions to the root zone file or associated information that constitute delegation or redelegation of top-level domains. The purchase order award will not alter root system responsibilities defined in Amendment 11 of the Cooperative Agreement.

- Allocation of IP address blocks. This involves overall responsibility for the allocation of IPv4 and IPv6 address space. It includes delegations of IP address blocks to regional registries for routine allocation, typically through downstream providers, to Internet end-users within the regions served by those registries. It also includes reservation and direct allocation of space for special purposes, such as multicast addressing, cable blocks, addresses for private networks as described in RFC 1918, and globally specified applications.

- Other services. The contractor will perform other IANA functions as needed upon request of DOC. These functions may include the performance of periodic functions or supplemental

functions identified by the contractor as part of the three (3) month performance progress report.

**12.4 REPORTING REQUIREMENTS**

Performance Reporting. The contractor shall prepare a final report regarding the performance of the IANA technical functions that shall include a description of the techniques, methods, software, and tools employed in the performance of the functions. The purpose of the report is to document standard operating procedures that may be readily adopted by other organizations. Further, the contractor shall submit a performance progress report every three (3) months that documents the performance of the functions. The contractor, therefore, shall:

- Prepare and submit a final report on the performance of the IANA functions that documents standard operating procedures (including a description of all techniques, methods, software, and tools.)

- Prepare and submit a performance progress report every three (3) months that contains statistical and narrative information on the performance of the functions during the previous three (3) months. The report shall include a summary of the major work performed for each of the functions during the previous three (3) months, including technical status, major events, problems encountered, and any projected significant changes related to performance of the functions.

**12.5 PERFORMANCE EXCLUSIONS**

- The performance of administrative functions associated with root management does not include authorizing modifications, additions, or deletions to the root zone file or associated information that constitute delegation or redelegation of top-level domains. The **purchase order** award will not alter root system responsibilities defined in Amendment 11 of the Cooperative Agreement.

-This purchase order, in itself, does not authorize the contractor to make substantive changes in established policy associated with the performance of the IANA functions. Procedures for policy development will remain the subject of a Joint Project Agreement (JPA) between DOC and ICANN. The JPA contemplates that the policy-development procedures developed under the JPA may result in adoption of new or changed policies concerning Internet technical management functions. To the extent those policies require alterations in the manner in which the IANA functions are performed, those alterations may be implemented upon mutual agreement of the parties.

13. **CONTRACT CLAUSES**

**52.213-4 Terms and Conditions--Simplified Acquisitions (Other Than Commercial Items) (June 1999)**

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

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

(i) 52.222-3, Convict Labor (Aug 1996) (E.O. 11755).

(ii) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) 52.225-11, Restrictions on Certain Foreign Purchases (Aug 1998).

(ii) 52.232-1, Payments (Apr 1984).

(iii) 52.232-8, Discounts for Prompt Payment (May 1997).

(iv) 52.232-11, Extras (Apr 1984).

(v) 52.232-25, Prompt Payment (Jun 1997).

(vi) 52.233-1, Disputes (Dec 1998).

(vii) 52.244-6, Subcontracts for Commercial Items and Commercial Components (Oct 1998).

(viii) 52.253-1, Computer Generated Forms (Jan 1991).

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

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

(i) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over $10,000 in the United States).

(ii) 52.222-26, Equal Opportunity (Feb 1999) (E.O. 11246) (Applies to contracts over $10,000).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998) (38 U.S.C. 4212) (Applies to contracts over $10,000).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793) (Applies to contracts over $10,000).

(v) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Jan 1999) (38 U.S.C. 4212) (Applies to contracts over $10,000).

(vi) 52.222-41, Service Contract Act of 1965, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over $2,500).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Apr 1998) (E.O. 12856) (Applies to services performed on Federal facilities).

(viii) 52.225-3, Buy American Act--Supplies (Jan 1994) (41 U.S.C. 10) (Applies to supplies, and to services involving the furnishing of supplies, if the contract was--

(A) Under $25,000; or

(B) Set aside for small business concerns, regardless of dollar value).

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

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

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

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

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

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

(c) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were 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): **WWW.ARNET.GOV/FAR**

| | |
|---|---|
| 52.227-1 | AUTHORIZATION AND CONSENT (JUL 1995) |
| 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 1998) |
| 52.227-11 | PATENT RIGHTS – RETENTION BY THE CONTRACTOR (SHORT FORM) (JUN 1997) |
| 52.227-14 | RIGHTS IN DATA – GENERAL Alternate I (JUN 1987) |
| 52.227-14 | RIGHTS IN DATA – GENERAL Alternate II (JUN 1987) |
| 52.227-14 | RIGHTS IN DATA – GENERAL Alternate III (JUN 1987) |
| 52.227-14 | RIGHTS IN DATA – GENERAL Alternate V (JUN 1987) |
| 52.227-16 | ADDITIONAL DATA REQUIREMENTS (JUN 1987) |

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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