

# ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 21 Mar 2001	2. CONTRACT NO. (if any)	6. SHIP TO: <b>BLANK</b>		
3. ORDER NO. SB1335-01-W-0650	4. REQUISITION/REFERENCE NO. 01-909-0051	a. NAME OF CONSIGNEE <b>SEE ATTACHED</b>		
5. ISSUING OFFICE Address correspondence to: 000SB NIST 100 BUREAU DRIVE STOP 3571 BUILDING 301 ROOM B129 GAITHERSBURG MD 20899-3571 WIDDUP, JOSEPH 301-975-6324		b. STREET ADDRESS		
		c. CITY	d. STATE	e. ZIP CODE
7. TO: 00001733 TIN: 954712218		f. SHIP VIA		

8. TYPE OF ORDER	
a. Name of Contractor INTERNET CORP FOR ASSIGNED NAMES & NUM b. Company Name c. Street Address 4676 ADMIRALTY WAY SUITE 330 d. City MARINA DEL RAY e. State CA f. Zip 90292	<input checked="" type="checkbox"/> a. PURCHASE <input type="checkbox"/> b. DELIVERY REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated. Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION     BOC:     OBLIGATED AMT: \$0.00 See Attached Schedule	10. REQUISITIONING OFFICE NTIA.909.00
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11. BUSINESS CLASSIFICATION (Check appropriate box(es))  
 a. SMALL      b. OTHER THAN SMALL      c. DISADVANTAGED      d. WOMEN-OWNED

12. F.O.B. POINT SEE SCHEDULE	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE 31 Mar 2002	16. DISCOUNT TERMS 00.00% 0 Days Net 30
13. PLACE OF			
a. INSPECTION Destination	b. ACCEPTANCE Destination		

**17. SCHEDULE (See reverse for Rejections)**

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY ACCEPT. (g)
0001	Base Year Services required by the attached Statement of Work (SOW) Period of Performance: 04/01/2001 through 03/31/2002  Accounting and Appropriation Data: 61.01.00.010204000.09091900.000.900009090	NTE 1	JB	NTE 0.00	0.00	

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		<b>17(h)</b> TOTAL (Cont. pages)
21. MAIL INVOICE TO:				
a. NAME NATIONAL INST OF STDS AND TECHNOLOGY				<b>17(l)</b> GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) ACCOUNTS PAYABLE OFFICE 100 BUREAU DRIVE STOP 3752				
c. CITY GAITHERSBURG MD 20899-3752		d. STATE	e. ZIP CODE	

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) WIDDUP, JOSEPH 301-975-6324 (TITLE CONTRACTING/ORDERING OFFICER)
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**ORDER FOR SUPPLIES OR SERVICES - Continuation**

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

DATE OF ORDER

CONTRACT NO. (if any)

ORDER NO.

21 Mar 2001

SB1335-01-W-0650

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY ACCEPT. (g)
0002	0000000.000000  BOC: 278000 FOB: Destination  Option Period One Services required by the attached Statement of Work (SOW) Period of Performance: 04/01/2002 through 09/30/2002  Accounting and Appropriation Data: 61.01.00.010204000.09091900.000.900009090 0000000.000000	NTE 1	JB	NTE 0.00	0.00	
0003	BOC: 278000 FOB: Destination  Option Period Two Services required by the attached Statement of Work (SOW) Period of Performance: 10/01/2002 through 03/31/2003  Accounting and Appropriation Data: 61.01.00.010204000.09091900.000.900009090 0000000.000000  BOC: 278000 FOB: Destination	NTE 1	JB	NTE 0.00	0.00	

## **STATEMENT OF WORK (SOW)**

### **1. BACKGROUND**

- 1.1 The U. S. Department of Commerce (DoC), National Telecommunications and Information Administration (NTIA) has initiated this agreement to maintain the continuity and stability of services related to certain Internet technical management functions, known collectively as the Internet Assigned Numbers Authority (IANA).
- 1.2 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 the 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.

### **2. CONTRACTOR REQUIREMENTS**

- 2.1 The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the following requirements 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 requirements under this purchase order. After the effective date of this purchase order, the Contractor 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 requirements of this purchase order.
  - 2.1.1 DoC NTIA has a requirement for a Contractor to maintain the operation of the Internet by performing the IANA functions. In performance of this purchase order, the Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the following IANA requirements.
    - 2.1.1.1 Coordinate the assignment of technical protocol parameters—This function 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.

- 2.1.1.2 Perform 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 the country code top level domain (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. (This purchase order does not alter root system responsibilities as set forth in Amendment 11 of the Cooperative Agreement NCR-9218742 between the Department of Commerce and Network Solutions, Inc.)
- 2.1.1.3 Allocate IP address blocks—This function 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.
- 2.1.1.4 Other services—The Contractor shall perform other IANA functions and implement modifications in performance of the IANA functions as needed upon mutual agreement of the parties. These functions may include the performance of periodic functions or supplemental functions identified by the Contractor as part of the six (6) month performance progress report.
- 2.1.1.5 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. This purchase order does not alter root system responsibilities defined in the Cooperative Agreement, as amended.

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) entitled “Memorandum of Understanding Between the U.S. Department of Commerce and Internet Corporation for Assigned Names and Numbers” dated November 25, 1998 as amended. 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.

### **3. REPORTING REQUIREMENTS**

- 3.1 Performance Progress Report - - The Contractor shall prepare and submit to the COTR a performance progress report every six (6) months after purchase order award that contains statistical and narrative information on the performance of the IANA functions during the previous six (6) month period. The report shall include a summary of the major work performed for each of the functions during the previous six (6) month period, including technical status, major events, problems encountered, and any projected significant changes related to the performance of the functions.
- 3.2 Final Report - - The Contractor shall prepare and submit a final report on the performance of the IANA functions that documents standard operating procedures, including a description of the techniques, methods, software, and tools employed in the performance of the IANA functions. This report shall be submitted to the COTR no later than thirty days after expiration of the purchase order.

### **4. PERFORMANCE EXCLUSIONS**

- 4.1 This purchase order, in itself, does not authorize modifications, additions, or deletions to the root zone file or associated information that constitute delegation or redelegation of top level domains. (This purchase order does not alter root system responsibilities as set forth in Amendment 11 of the Cooperative Agreement NCR-9218742 between the Department of Commerce and Network Solutions, Inc.)
- 4.2 This purchase order, in itself, does not authorize the Contractor to make material changes in established methods associated with the performance of the IANA functions. Any modifications in the performance of IANA functions resulting from policy changes concerning Internet technical management functions will be implemented according to SOW Section 2. (This purchase order does not alter procedures for policy development concerning Internet technical management functions set forth under the Joint Project Agreement (JPA) between DoC and the Internet Corporation for Assigned Names and Numbers (ICANN).)

### **5. ESTIMATED PURCHASE ORDER VALUE**

At the time of purchase order award, the estimated value of this purchase order is less than \$10,000.00.

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**1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

(End of clause)

**2. 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)**

(Reference 27.201-2)

**3. 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)**

(Reference 27.202-2)

**4. 52.227-11 PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM) (JUN 1997)**

(Reference 27.303)

**5. 52.227-14 RIGHTS IN DATA--GENERAL (JUN 1987)**

(Reference 27.409)

**6. 52.227-14 I RIGHTS IN DATA--GENERAL (JUN 1987)--ALTERNATE I (JUN 1987)**

(Reference 27.409)

**7. 52.227-14 II RIGHTS IN DATA--GENERAL (JUN 1987)--ALTERNATE II (JUN 1987)**

(Reference 27.409)

**8. 52.227-14 III RIGHTS IN DATA--GENERAL (JUN 1987)--ALTERNATE III (JUN 1987)**

(Reference 27.409)

**9. 52.227-14 V RIGHTS IN DATA--GENERAL (JUN 1987)--ALTERNATE V (JUN 1987)**

(Reference 27.409)

**10. 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)**

(Reference 27.409)

**11. 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (MARCH 2000)**

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change

will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

**12. 1352.201-71 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (MARCH 2000)**

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

NTIA/OCC  
1401 Constitution Ave., N.W., Room 4701  
Washington, D.C. 20230  
Phone Number: (202) 482-1304

b. The responsibilities and limitations of the COTR are as follows:

(1) The COTR is responsible for the technical aspects of the project and serves as technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.

(2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for the COTR by naming such assistant(s) in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

**13. 1352.209-71 ORGANIZATIONAL CONFLICT OF INTEREST (MARCH 2000)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge belief, there are no relevant facts or circumstances which would 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 make will 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 contract 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 contract for



default, debar the Contractor for Government contracting, or pursue such other remedies as may be permitted by law or this contract.

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

**14. 52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (MAR 2001)**

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

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

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

(2) Listed below are additional clauses that apply:

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

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

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

- (i) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States).
- (ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246) (Applies to contracts over \$10,000).
- (iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998) (38 U.S.C. 4212) (Applies to contracts over \$10,000).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000).
- (v) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999) (38 U.S.C. 4212) (Applies to contracts over \$10,000).
- (vi) 52.222-41, Service Contract Act of 1965, As Amended (MAY 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500).

(vii) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2001) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

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

(ix) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (FEB 2000) (41 U.S.C. 10a - 10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (19.502-2), and does not exceed \$25,000).

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

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

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

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

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

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

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

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

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

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming

services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

(End of clause)

#### **15. 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 24 months.

(End of clause)

**16. 1352.252-70 REGULATORY NOTICE (MARCH 2000)**

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