

MASTER IDIQ CONTRACT AGREEMENT

BETWEEN INCORPORATED RESEARCH INSTITUTIONS FOR SEISMOLOGY AND <CONTRACTOR>

THIS MASTER IDIQ CONTRACT AGREEMENT is made and entered into by and between Incorporated Research Institutions for Seismology (hereinafter called "IRIS"), having its principal offices at 1200 New York Ave, NW, Suite 400, Washington, DC 20005, and <CONTRACTOR> (hereinafter called "Contractor"). Contractor agrees to provide the products requested by IRIS in strict compliance with the applicable Task Order and with these terms and conditions.

IRIS desires to procure the goods of the Contractor and the Contractor is willing to provide the products described in the Task Order in accordance with the terms herein.

IRIS wishes to establish an Agreement with a Contractor because the Contractor possesses the ability to provide the products sought under the Task Order.

The parties desire to enter into this Agreement to set forth the terms and conditions governing the relationship between IRIS and Contractor.

NOW, THEREFORE, in consideration of the promises and the mutual covenants hereinafter contained, and for the duration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Independent Contractor. Contractor acknowledges that it is an independent contractor to IRIS, and neither Contractor nor Contractor's employees must be deemed for any purpose to be the employee, servant, representative, or agent of IRIS.
2. Changes. IRIS may at any time, by written order, make changes to Purchase Orders. If any ordered change affects the total price or cost of Purchase Orders, IRIS will make an equitable adjustment in the price or cost. Contractor's failure to agree to the adjustment must not excuse the Contractor from performing Purchase Orders as changed.
3. Termination. IRIS may suspend or terminate all or any part of this Agreement for any reason, including termination for default and for circumstances beyond the control of IRIS, at any time by giving Contractor written notice of such action. The written notice must specify the date the suspension or termination is effective. IRIS will pay the Contractor for all work satisfactorily performed up to the date of suspension or termination.
4. Audit and Records. In the event that Purchase Orders exceed the simplified acquisition threshold (\$150,000) Contractor must provide access to IRIS, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers and records of the Contractor which are directly pertinent to the performance of Purchase Orders for the purpose of making audits, examinations, excerpts and transcriptions. Contractor must retain records pertinent to Purchase Orders during performance of, and for a period of three (3) years after the expiration or earlier termination, of Purchase Orders.
5. Indemnification. Contractor agrees to indemnify, defend and hold IRIS, its funding Agency, and the directors, officers and employees of IRIS and its funding Agency, respectively, harmless from and against any and all claims, demands, suits, actions at law or in equity, or other losses damages, costs, expenses or liability of any kind (including attorneys' fees) resulting from (1) any breach of the terms and conditions of this Agreement, (2) bodily injury to or death of a person, (3) any claims made under workers' compensation or similar acts, (4) loss or destruction to any real or personal property (including theft), resulting directly or indirectly from the performance or non-performance of Purchase Orders.
6. Equal Employment Opportunity. Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR chapter 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
7. Copeland "Anti-Kick Back" Act. If this Agreement is for construction or repair and exceeds \$100,000, Contractor must comply with the Copeland "Anti-Kick Back" Act (18 USC 874 and 40 U.S.C. 276c), as supplemented by Department of Labor regulations 29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in whole or in Part by Loans or Grants from the United States." Contractor must include this provision in all subcontracts in excess of \$100,000 under this Agreement.
8. Davis-Bacon Act. If required by Federal Program legislation and if this Agreement is for construction that exceeds \$2,000, Contractor must comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7), as supplemented by Department of Labor Regulations 29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." The Contractor must include this provision in all subcontracts in excess of \$2,000 under this Agreement.

9. Contract Work Hours and Safety Standards Act. If this Agreement is for construction or for the employment of mechanics or laborers, and is in excess of \$100,000, Contractor must comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor Regulations (29 CFR Part 5).
10. Clean Air and Water. If Purchase Orders exceed \$100,000, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) each as amended.
11. Byrd Anti-Lobbying Amendment. Contractors who apply or bid for an award of \$100,000 or more must agree to comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and certify that (1) No federally appropriated funds have been paid or will be paid, by or on behalf of Contractor, directly or indirectly, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, cooperative agreement or any other award covered by U.S.C. 1352 (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, Contractor must complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions (3) Contractor must require that the language of this certification be included in the award documents for all subcontracts at all tiers and that all subcontractors must certify and disclose accordingly.
12. Debarment and Suspension. No contract must be made to parties listed on the General Services Administration's List of Excluded Parties. If Purchase Orders equal or exceed \$25,000, in accordance with 2 CFR part 180 that implements E.O.s 12549 (3 CFR, 1986 Comp., p 189) and 12689 (2 CFR, 1989 Comp., p. 235), "Debarment and Suspension," Contractor certifies that it is not suspended, debarred, or otherwise ineligible from entering into funding agreements with any department or other agency of the U.S. Government, or is in receipt of a notice of proposed debarment or suspension. Contractor covenants to notify IRIS immediately upon receipt of any notice of proposed debarment or suspension.
13. Governing Law. This Agreement shall be governed, interpreted and enforced according to the laws of the District of Columbia, without regard to its conflict of law provisions.
14. Remedies. In addition to any remedies set forth herein, IRIS reserves the right to pursue any and all legal remedies against Contractor in the event of Contractor's breach of any part of this Agreement. If IRIS prevails in any legal action taken against Contractor to enforce any part of this Agreement, Contractor must pay IRIS's reasonable attorney's fees and costs.
15. Site Visits. IRIS, or any of its designees, has the right, at all reasonable times, to make site visits. Contractor must provide all reasonable facilities and assistance for the safety and convenience of IRIS or its designees in the performance of their duties.
16. Order of Precedence. Any inconsistency between this Agreement and any exhibits or attachments hereto must be resolved in favor of this Agreement.
17. Assignment. IRIS reserves the right to assign this Agreement to a third party.
18. Waiver and Severability. No provision of this Agreement shall be deemed to have been waived unless such waiver is in writing. Any waiver shall extend only to the particular case, and only in the manner specified, and shall not be construed in any way to be a waiver of any further or other rights hereunder. The invalidity or enforceability of any provision of this Agreement, or any application thereof, shall not affect or impair any other provision or the validity or unenforceability of the remainder of this Agreement, or any other application thereof.
19. Award Type. This Agreement establishes a limited products schedule and terms for subsequent IRIS issuance of commercial item Purchase Orders based on the terms and conditions of this Agreement. IRIS may award Task Orders, as required, on a firm-fixed price basis.
20. Extent of Obligation. This Agreement does not create an obligation. IRIS reserves the right to re-compete this Agreement after the base year, if deemed necessary. IRIS is obligated only to the extent of authorized purchases actually made under Purchase Orders.
21. Minimum and Maximum Contract Amounts. The minimum for this indefinite quantity contract shall be 20 posthole broadband sensors. The maximum number of sensors for this indefinite quantity contract (including options) shall be 350 sensors.
22. Warranty. The Contractor must warrant each item delivered under this Contract for a period of three (3) calendar years after date of IRIS acceptance. The Contractor must provide an international warranty for parts on all components. If the Contractor is a non-manufacturer, the Contractor must coordinate with the manufacturer for all manufacturer warranty repairs/concerns.
23. Warranty Notification. The Contractor must stamp or mark the products delivered, or otherwise furnish notice with the products, of the existence of a warranty, if any. Sufficient information must be presented for products personnel and users to identify warranted products. Warranty information must include the terms and duration of the warranty and the name and telephone number of the Point of Contact to be notified if the products are found to be defective.

24. No Substitutions. The Contractor may not substitute products listed on this Agreement without prior written approval by IRIS. No individual is authorized to change part numbers, manufacturers, quantities, delivery dates or other requirements of this Agreement either verbally or in writing. Upon contract award, the Contractor must ensure that no modifications will be made to the product's form, fit, and/or function. The Contractor must discuss any and all product changes with IRIS prior to product delivery. The Contractor may not substitute products, change part numbers, manufacturers, quantities, delivery dates or other requirements on this Agreement without prior written approval by IRIS.
25. Quality Assurance. IRIS may conduct random quality assurance checks upon delivery of products to ensure conformance and compliance.
26. Remedies. Delivered products, including configuration components and arrangement, that do not conform to the descriptions and part numbers on the Agreement will be rejected at the time of delivery at Contractor's risk and expense. Products not in compliance will be returned to the Contractor at no additional cost to IRIS.
27. Period of Performance. This Contract is performance based, shall be effective on the date of the IRIS authorized personnel's signature, and shall remain in effect for (1) base year plus (2) one year option periods.
28. Place of Performance. IRIS shall specify the place of performance (i.e. place of delivery, F.O.B. point) at the Task Order level. Place of performance shall be F.O.B. Destination Continental U.S. unless otherwise mutually agreed upon at the order level by IRIS and the Contractor.
29. Shipping/Delivery. Unless otherwise specified within the Task Order, the shipping and delivery requirements shall be as follows for all orders.
30. Invoicing. Invoice submission shall be submitted via email at admin@iris.edu unless otherwise indicated. Each invoice must be transmitted separately. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:
 - a) Name and Address of the Contractor
 - b) Date of invoice
 - c) Contract Number
 - d) Remittance Contact Information
 - e) Payment Terms
 - f) Total Quantity of Items
 - g) Total Invoice Amount
 - h) Requisition Number, Contract Number and Order/Award Number, with Modification Number if applicable
31. Entire Agreement. This Agreement shall constitute the full and complete understanding and agreement between the parties with respect to the subject matter of the agreement, and all prior and contemporaneous agreements and understandings, oral or written, are superseded by the written terms of this Agreement. All modifications shall be in writing and signed by an authorized representative of IRIS. No verbal agreements or conversations with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement below as of the day and year written.

Contractor:

By: _____
Signature

Name: _____

Title: _____

Date: _____

Address: _____

Phone No.: _____

Email: _____

IRIS:

Incorporated Research Institutions for Seismology

By: _____
Signature

Name: _____

Title: _____

Date: _____