

OMB APPROVAL 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
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2. AMENDMENT/MODIFICATION NO. MODIFICATION NO. THIRTY-TWO (32)	3. EFFECTIVE DATE 19 JULY 2010	4. REQUISITION/PURCHASE REQ. NO. NONE	5. PROJECT NO. (IF APPLICABLE)
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6. ISSUED BY [Redacted]	7. ADMINISTERED BY (IF OTHER THAN ITEM 6) [Redacted]
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8. NAME AND ADDRESS OF CONTRACTOR (NO. STREET, COUNTY, STATE AND ZIP CODE) GENERAL DYNAMICS INFORMATION TECHNOLOGY 3211 JERMANTOWN ROAD SUITE 120 FAIRFAX, VA 22030	(*) 9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. 2007*1211818*000
	10B. DATED (SEE ITEM 13) 18 SEPTEMBER 2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

THE ABOVE NUMBERED SOLICITATION IS AMENDED AS SET FORTH IN ITEM 14. THE HOUR AND DATE SPECIFIED FOR RECEIPT OF OFFERS IS NOT EXTENDED. IS EXTENDED,

OFFERS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT PRIOR TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION OR AS AMENDED, BY ONE OF THE FOLLOWING METHODS:
(A) BY COMPLETING ITEMS 8 AND 15, AND RETURNING ONE (1) COPY OF THE AMENDMENT; (B) BY ACKNOWLEDGING RECEIPT OF THIS AMENDMENT ON EACH COPY OF THE OFFER SUBMITTED; OR (C) BY SEPARATE LETTER OR TELEGRAM WHICH INCLUDES A REFERENCE TO THE SOLICITATION AND AMENDMENT NUMBERS. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. IF BY VIRTUE OF THIS AMENDMENT YOU DESIRE TO CHANGE AN OFFER ALREADY SUBMITTED, SUCH CHANGE MAY BE MADE BY TELEGRAM

12. ACCOUNTING AND APPROPRIATION DATA (IF REQUIRED)
- Total Contract Funding Increased FROM: \$110,518,803.70 BY: \$953,548.18 TO: \$111,472,351.88
 - Total Contract Value did not increase

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (SPECIFY AUTHORITY) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (SUCH AS CHANGES IN PAYING OFFICE, APPROPRIATION DATE, ETC.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.109(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER SPECIFY TYPE OF MODIFICATION AND AUTHORITY ALLOTTED CONTRACT FUNDING

E. IMPORTANT: CONTRACTOR IS NOT, IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE (1) COPIES TO THE ISSUING OFFICE.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (ORGANIZED BY UCF SECTION HEADINGS, INCLUDING SOLICITATION/CONTRACT SUBJECT MATTER WHERE FEASIBLE.)
SEE ATTACHED PAGE 2.

15A. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	16A. NAME AND TITLE OF CONTRACTING OFFICER (TYPE OR PRINT)
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 7/25/2010

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CONTRACT NUMBER: 2007*1211818*000

CONFORMED CONTRACT THROUGH MODIFICATION #32

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This Page Last Modified by Mod #20

Mod #20 to Contract 2007*1211818*000

PAGE 1 OF 56

UNCLASSIFIED/FOR OFFICIAL USE ONLY

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CONTRACT NUMBER: 2007*1211818*000

SECTION A - SOLICITATION/CONTRACT FORM

A-1



Use of Facsimile Signatures

JUN 2002

(b)(3)

This Contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

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CONTRACT NUMBER: 2007*1211818*000

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS is hereby modified to read:

This Contract is comprised of multiple Contract Line Item Numbers (CLINs) of varying types. Various portions of Section B of the contract are applicable to specific CLINs. The total contract Value inclusive of all CLINS is **\$123,951,460**

CLINs 1,2, and 3 (CPFF/LOET) Section B-1. CLINs 1, 2, and 4a (CPAF/LOET) Section B-2 - B-4:

B-1 TYPE OF CONTRACT AND CONSIDERATION (CPFF-LOET) (JUL 2007)

(a) This is a Cost-Plus-Fixed-Fee Level-of-Effort Term (CPFF-LOET) type contract, as identified under Federal Acquisition Regulation (FAR) 16.306, in the total estimated amounts set forth below.

	Base Year (COMPLETE)

(b)(4)

(b) The Contractor shall expend its best effort towards accomplishing the Scope of Contract work outlined above.

(c) Level-of-Effort for Base and Option Periods:

(1) The level-of-effort required for the base period is defined in the table below. The estimated composition of the total labor hours for the base period is as follows:

	Base Year
CLIN 1 – Program Management	10,174
CLIN 2 – Support Service Labor	280,659
CLIN 3 – Other Direct Costs	-
Minimum LOE	282,108
Target LOE	290,833
Maximum LOE	299,558

(d) The Contractor shall continually evaluate the total level-of-effort required and recommend to the Government changes thereto which are considered beneficial in attaining the overall objectives of this contract. In controlling the utilization of labor hours, the Contractor shall promptly notify the Contracting Officer, in writing, when there is an indication that premature exhaustion of the total labor hours is predicted.

(e) It is understood and agreed that the rate of labor hours per month may fluctuate in pursuit of the technical objective; however, such fluctuations will be controlled to avoid an exhaustion of the total labor hours before the expiration of the term of the contract.

This Page Last Modified by Mod 20

Mod #20 to Contract 2007*1211818*000

UNCLASSIFIED/FOR OFFICIAL USE ONLY

CONTRACT NUMBER: 2007*1211818*000

(f) It is further agreed that the Contractor may submit written requests for acceleration of the average hourly rate of effort that will result in the utilization of the total labor hours set forth above prior to the expiration date of this contract. If the Contracting Officer approves the request, the accelerated performance shall be without increase in fee and the transaction formalized by modification to this contract.

(g) The fee for performance under this contract is predicated upon the Contractor furnishing at least the minimum but up to and including the maximum level-of-effort specified. In the event the minimum level-of-effort is not provided as specified, the fee shall be equitably adjusted downward in accordance with the following formula:

Fee Reduction = Fee (in \$) x (Target LOE - Expended LOE) / Target LOE.

"Fee Reduction" computed by the above formula is the dollar amount by which the fee specified in the contract will be reduced. "Fee" in the above formula means the fixed fee specified in the contract for CPFF type contracts. "LOE" in the above formula means "level-of-effort".

(h) In the event the Government desires an additional level-of-effort in excess of the maximum labor hours specified prior to contract completion, the parties may negotiate to make an equitable adjustment of the amount of fee payable hereunder.

B-2 [Redacted] Type of Contract and Consideration (CPAF-LOET) (JUL 2007)

(b)(3)

(a) These are Cost-Plus-Award-Fee (CPAF) Level-of-Effort Term (CPAF-LOET) type CLINs as described in FAR 16.305 in the total estimated amounts set forth below.

Option Year One:

Table with columns: Option Year 1, FROM, BY, TO. The body of the table is redacted.

(b)(4)

Option Year Two:

Table with columns: Option Year 2. The body of the table is redacted.

(b)(4)

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CONTRACT NUMBER: 2007*1211818*000

Option Year Three:

Option Year 3

(b)(4)

Option Year Four:

Option Year 4

(b)(4)

(b) Award fee shall be available for consideration of payment under the terms of the "Award Fee Provisions" set forth under Attachment 2 of this contract. The availability of maximum award fee dollars, with respect to the evaluation periods, is as follows:

Period	Start	End	AF Earned	AF Set	AF Unpaid
1			N/A	N/A	N/A
2			N/A	N/A	N/A
3			N/A		
4					n/a
5					
6				TBD	TBD
7				TBD	TBD
8				TBD	TBD
9				TBD	TBD
10				TBD	TBD

(b)(4)

(b)(4)

(b)(4)

(b)(4)

(c) A provisional/interim fee payment, equivalent to 5 percent of the allowable costs incurred, is authorized for payment under this contract. Payment and/or adjustment of such provisional/interim fee, to reflect the actual fee earned/awarded during any given evaluation period, shall be made in accordance with the procedures and under the terms and conditions described under the clause entitled "Provisional Fee Payment and Adjustment".

This Page Last Modified by Mod 20

Mod #20 to Contract 2007*1211818*000

UNCLASSIFIED/FOR OFFICIAL USE ONLY

CONTRACT NUMBER: 2007*1211818*000

(d) The Contractor shall expend its best effort towards accomplishing the Scope of Contract work outlined above.

(e) Level-of-Effort for Base and Option Periods:

(1) The level-of-effort required for the base period is *N/A*.

(2) The level-of-effort required for the **first** option period is a minimum of **385,025** labor hours and a maximum of **408,841** labor hours. The estimated composition of the total labor hours for the first option period is as follows:

CLIN 1 – Program Management	15,849	0	15,849
CLIN 2 – Support Service Labor	339,743	0	339,743
CLIN 4a– NCIX Labor	41,341	0	41,341
Minimum LOE	385,025	0	385,025
Target LOE	396,933	0	396,933
Maximum LOE	408,841	0	408,841

(3) The level-of-effort required for the **second** option period is a minimum of **471,588.3** labor hours and a maximum of **500,758.7** labor hours. The estimated composition of the total labor hours for the second option period is as follows:

Option #2	
CLIN 1 – Program Management	19,243.0
CLIN 2 – Support Service Labor	255,905.5
CLIN 4a– NCIX Labor	65,664.0
CLIN 5a– ISG Labor	144,946.0
CLIN 5c–K. Evans	415.0
Minimum LOE	471,588.3
Target LOE	486,173.5
Maximum LOE	500,758.7

(4) The level-of-effort required for the **third** option period is a minimum of **577,670** labor hours and a maximum of **613,402** labor hours. The estimated composition of the total labor hours for the third option period is as follows:

CLIN 1 – Program Management	11,856
CLIN 2 – Support Service Labor	583,680
CLIN 4a– NCIX Labor	-
Minimum LOE	577,670
Target LOE	595,536
Maximum LOE	613,402

(5) The level-of-effort required for the **fourth** option period is a minimum of **577,670** labor hours and a maximum of **613,402** labor hours. The estimated composition of the total labor hours for the fourth option period is as follows:

This Page Last Modified by Mod 20

Mod #20 to Contract 2007*1211818*000

UNCLASSIFIED/FOR OFFICIAL USE ONLY

CONTRACT NUMBER: 2007*1211818*000

CLIN 1 – Program Management	11,856
CLIN 2 – Support Service Labor	583,680
CLIN 4a– NCIX Labor	-
Minimum LOE	577,670
Target LOE	595,536
Maximum LOE	613,402

(f) The Contractor shall continually evaluate the total level-of-effort required and recommend to the Government changes thereto which are considered beneficial in attaining the overall objectives of this contract. In controlling the utilization of labor hours, the Contractor shall promptly notify the Contracting Officer, in writing, when there is an indication that premature exhaustion of the total labor hours of effort is predicted.

(g) It is understood and agreed that the rate of labor hours per month may fluctuate in pursuit of the technical objective; however, such fluctuations will be controlled to avoid an exhaustion of the total labor hours of effort before the expiration of the term of the contract.

(h) It is further agreed that the Contractor may submit written requests for acceleration of the average hourly rate of effort that will result in the utilization of the total labor hours set forth above prior to the expiration date of this contract. If the Contracting Officer approves the request, the accelerated performance shall be without increase in fee and the transaction formalized by modification to this contract.

(i) The fee for performance under this contract is predicated upon the Contractor furnishing at least the minimum but up to and including the maximum level-of-effort specified. In the event the minimum level-of-effort is not provided as specified, the Government may, at its unilateral option, reduce both the base fee and the award fee pool proportionally. Such reduction, if necessary, will be applicable to all fees including those awarded/earned. The fee shall be adjusted downward in accordance with the following formula:

$$\text{Fee Reduction} = \text{Fee (in \$)} \times \frac{(\text{Target LOE} - \text{Expended LOE})}{\text{Target LOE}}$$

"Fee Reduction" computed by the above formula is the dollar amount by which the fee specified in the contract will be reduced. "Fee" in the above formula means the base fee and maximum award fee for CPAF type contracts. "LOE" in the above formula means "level-of-effort".

(j) In the event the Government desires an additional level-of-effort in excess of the maximum labor hours specified prior to contract completion, the parties may negotiate to make an equitable adjustment of the amount of fee payable hereunder.

B-3 **Incorporation of Award Fee Plan** OCT 2003 (b)(3)

The parties hereto agree that the fee payable under this contract shall be established in accordance with the award fee plan attached hereto and made a part hereof.

B-4 **Option For Increased Quantity - Direct Hours (Cost Reimbursement) NOV 2005** (b)(3)

(a) The parties recognize that the total amount of direct labor hours set forth in the "Type of Contract and Consideration" clause in Section B represent(s) the best estimate of the number of direct hours that will be required to accomplish this contract effort. As the work continues or evolves, the effort originally contemplated may enlarge or modify, necessitating additional hours in excess of the amount set forth in said clause. As long as the additional

This Page Last Modified by Mod 20 Mod #20 to Contract 2007*1211818*000

UNCLASSIFIED/FOR OFFICIAL USE ONLY

CONTRACT NUMBER: 2007*1211818*000.

effort is deemed by the contracting officer to be within the scope of the contract, the total amount of direct hours may be increased in order that additional effort may be performed. Unless otherwise specified in the contract, any increase in total hours shall be at the hourly rate as set forth in paragraph (b) below.

(b) The Government may increase the number of direct hours by issuing an appropriately funded unilateral modification to this contract citing this clause as authority. Each unilateral modification issued pursuant to this provision shall increase the total estimated contract value set forth in the "Type of Contract and Consideration" clause in Section B, at the estimated fully loaded cost and fee amounts as shown in the following table, respectively for each direct hour added.

*SEE ATTACHMENT 13

(c) The number of direct labor hours that may be increased under this clause is not to exceed 25% of the negotiated level-of-effort (LOE) as stated in the base contract or in each negotiated option period. However, the authorizations for such increases must be accomplished within the period of performance when the option is exercised.

B-5 Type of Contract and Consideration (Cost) OCT 2003

(b)(3)

This is a Cost contract as identified under Federal Acquisition Regulation (FAR) 16.302, bearing no fee and in the estimated cost as follows:

Base Year (COMPLETE)	
CLIN 3 - Other Direct Costs	
Total Cost	

(b)(4)

Option Year 1 (COMPLETE)	FROM	BY	TO
CLIN 3 - Other Direct Costs			
CLIN 4b- NCIX ODC's			
Total Cost			

(b)(4)

Option Year 2	
CLIN 3 - Other Direct Costs	
CLIN 4b- NCIX ODC's	
CLIN 5b- ISG ODC's	
Total Cost	

(b)(4)

Option Year 3	
CLIN 3 - Other Direct Costs	
CLIN 4b- NCIX ODC's	
Total Cost	

(b)(4)

Option Year 4	
CLIN 3 - Other Direct Costs	
CLIN 4b- NCIX ODC's	
Total Cost	

(b)(4)

This Page Last Modified by Mod 20

Mod #20 to Contract 2007*1211818*000

UNCLASSIFIED/FOR OFFICIAL USE ONLY

CONTRACT NUMBER: 2007*1211818*000

B-6 Scope of Contract (Cost-Reimbursement, Level-of-Effort Term) OCT 2003

(b)(3)

The Contractor shall:

- (a) On a Level-of-Effort basis, perform assigned tasks, in accordance with the Statement of Work (SOW) and all applicable Specifications, Application Standards and/or Requirements documents.
- (b) In accordance with the terms and conditions set forth hereafter, furnish the necessary qualified and properly cleared personnel, services, and travel (except those specifically designated to be provided by the Government) to enable accomplishment of the task(s) assigned under this contract.
- (c) Conduct and/or participate in a Progress Review Meeting, as required by the COTR in order to review task performance and completion.
- (d) Prepare and submit monthly, two (2) copies of the contract status report.

B-6 Allotted Contract Funding

JAN 2004

(b)(3)

Pursuant to the "Limitation of Funds" clause, the funding presently available and allotted for the performance of this contract is set forth below. The Government shall not be obligated to reimburse the Contractor for costs incurred in excess of this amount and the Contractor shall not be obligated to continue performance under this contract or otherwise incur costs in excess of the stipulated amount. The Government estimates that the allotment will cover the period of performance identified below:

Period	CLIN	Value FROM	Value BY	Value TO	Obligated	To Fully Fund	Funds Expiring
BASE	1					\$0	17-Sep-08
BASE	2					\$0	17-Sep-08
BASE	3					\$0	17-Sep-08
Sub Total						\$0	17-Sep-08
Option #1	1					\$0	17-Sep-09
Option #1	2					\$0	17-Sep-09
Option #1	3 ODC's					\$0	17-Sep-09
Option #1	4a					\$0	17-Sep-09
Option #1	4b ODC's					\$0	17-Sep-09
Sub Total						\$0	17-Sep-09
Option #2	1						17-Sep-10
Option #2	2						17-Sep-10
Option #2	3 ODC's						17-Sep-10
Option #2	4a						17-Sep-10
Option #2	4b ODC's						17-Sep-10
Option #2	5a						17-Sep-10
Option #2	5b ODC's						17-Sep-10
Option #2	5c KE						17-Sep-10
Sub Total							17-Sep-10
Total						\$0	17-Sep-10

(b)(4)

(b)(4)

NOTE: This chart INCLUDES FEE into each CLIN.

This Page Last Modified by Mod 20

Mod #20 to Contract 2007*1211818*000

UNCLASSIFIED/FOR OFFICIAL USE ONLY

CONTRACT NUMBER: 2007*1211818*000

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C-1

Statement of Work

OCT 2003

(b)(3)

The Sponsor's Statement of Work entitled Professional Support Administrative Services (PYRAMID) dated 15 May 2007, which is incorporated by reference or attached hereto, is made a part of this contract. See Section J, Attachment #1.

This Page Last Modified by X

BASIC to Contract 2007*1211818*000

PAGE 8 OF 56

UNCLASSIFIED/FOR OFFICIAL USE ONLY

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CONTRACT NUMBER: 2007*1211818*000

SECTION D - PACKAGING AND MARKING

N/A

This Page Last Modified by X

BASIC to Contract 2007*1211818*000

PAGE 9 OF 56

UNCLASSIFIED/FOR OFFICIAL USE ONLY

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CONTRACT NUMBER: 2007*1211818*000

SECTION E - INSPECTION AND ACCEPTANCE

E-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 address <http://www.arnet.gov/>.

E-2 52.246-5 Inspection of Services – Cost-Reimbursement APR 1984

E-3 Inspection and Acceptance at Destination MAR 2004

(b)(3)

Final inspection and acceptance of work accomplished, services provided and/or items produced or deliverable under this contract shall be performed at destination by cognizant Government personnel.

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CONTRACT NUMBER: 2007*1211818*000

SECTION F - DELIVERIES OR PERFORMANCE

F-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 address: http://www.arnet.gov/

F-2 52.242-15 Stop-Work Order AUG 1989
Alternate I APR 1984

F-3 [] Late Delivery AUG 1996

(b)(3)

When the Contractor encounters difficulty in meeting performance requirements, or anticipates difficulty in complying with the contract delivery schedule or date, it shall immediately notify the Contracting Office in writing giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or any rights or remedies provided by law or under this contract.

F-4 [] Period of Performance AUG 1996

(b)(3)

The period of performance of this contract shall be 18 September 2007 through 17 September 2010.

F-5 [] Place of Performance AUG 1996

(b)(3)

The principal place of performance under this contract shall be the Government facilities located at the O/DNI at Bolling AFB or other Washington Metropolitan Area DNI Headquarters location that may be used in the future.

F-6 [] Contract Status Report NOV 2005

(b)(3)

Monthly contract status reports shall be submitted in one (1) copy each to the Contracting Officer and the COTR 30 days after contract award and monthly thereafter not later than 15 calendar days after the close of the month covered by the report. It shall be prepared using Microsoft Office Word. The COTR shall be able to easily segregate and forward appropriate sections of the Report to each Branch Chief. Failure to submit this report will result in delay in payment of invoices.

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CONTRACT NUMBER: 2007*1211818*000

SECTION G - CONTRACT ADMINISTRATION DATA

G-1

[Redacted]

Settlement - Cost Type Contracts

APR 2006

(b)(3)

Upon completion of the subject contract, the Contractor shall submit the following documents:

- (a) Level-of-Effort Certification (if applicable, breakdown by labor category and hours expensed). (One copy required)
- (b) Electronic Funds Transfer Information (EFT) - The submission of this information is required to keep our payment database current. (One copy required)
- (c) Final Property Closeout Statement (Government Furnished Property (GFP) and Contractor Acquired Property (CAP)). (One copy required)
- (d) Final Patent and Royalty Statement (in accordance with FAR 52.227-11, 52.227-12, and 52.227-13, as appropriate). (One copy required)
- (e) Final Invoice or Voucher (also referred to as Final Cumulative Claim and Reconciliation [FCCR]). Once final annual indirect expense rates have been established or the contractor wishes to use approved quick-close rates, Contractor shall submit a "FINAL" invoice or voucher. The receipt of an invoice marked "FINAL" shall initiate the settlement of this contract. This "FINAL" invoice is not to be transmitted via electronic submission, but must be submitted in hard copy to the address listed below. (One copy required)

One set of closeout documentation (a), (b), (c), and (d) shall be mailed, postage prepaid, to the Contracting Officer at the address on page 1 of this contract.

One complete set of closeout documentation shall be mailed, postage prepaid, to:

[Redacted]

Washington, DC 20505

(b)(3)

[Redacted]

(b)(3)

If you have any questions in regard to the closeout procedure, please contact the settlements office directly.

G-2

[Redacted]

Submission of Invoices

JAN 2004

(b)(3)

Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, Contractors shall not submit invoices or requests for contract interim payment more often than once a month.

UNCLASSIFIED/FOR OFFICIAL USE ONLY

CONTRACT NUMBER: 2007*1211818*000

G-3

[Redacted]

Electronic Submission of Payment Requests

APR 2006

(b)(3)

(a) Definitions. As used in this clause:

- (1) "Contract financing payment" and "invoice payment" have the meanings given in FAR section 32.001.
- (2) "Electronic form" means using the Agency's Web Invoicing System (WInS) to transmit information electronically from the Contractor to the internal contract management system. The Agency does not consider facsimile, e-mail, and scanned documents electronic forms.
- (3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under a contract.

(b) Except as provided in paragraphs (c) and (e) of this clause, the Contractor shall submit payment requests using the Agency's Web Invoicing System (WInS). If the Contractor is not registered in WInS , the Contractor shall call the Vendor Service Center on [Redacted] within two weeks of contract award to register. Items needed to facilitate registration include: a valid contract number and the name, phone number, and e-mail address for the Contractor's point of contact. The Contractor may make inquires regarding invoices to the payment office on [Redacted]

(b)(3)
(b)(3)
(b)(3)

(c) If the Contractor is unable to submit a payment request in electronic form, or the Agency is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(e) The Contractor shall submit the final invoice or voucher for cost reimbursement contracts in accordance with the "Settlement - Cost Type Contracts" clause of this contract.

G-4

[Redacted]

Authority and Designation of a Contracting Officer's Technical Representative (COTR)

MAR 2004

(b)(3)

(a) Authority: Performance of this contract is subject to the technical guidance, supervision and approval of the Contracting Officer or a designated Contracting Officer's Technical Representative (COTR). As used herein, "technical guidance" is restricted to scientific, engineering or other technical field-of-discipline matters directly related to the work to be performed. Such guidance may be provided for the purposes of filling in details, clarifying, interpreting or otherwise serving to accomplish the technical objectives and requirements of the contract. In addition, and unless specified elsewhere in this contract, the authority of the designated COTR is specifically limited to the technical administration of this contract and the inspection of supplies being produced, services being provided or work being performed to assess compliance with the scope, estimated cost (if cost-reimbursement), schedule, and technical requirements of the contract.

(b) Designation: The individual identified below is authorized access to all information concerning this contract during the life of the contract unless this authorization is reassigned by an administrative change to the contract:

(b)(3)

COTR	Telephone Number
[Redacted]	[Redacted]

(b)(3)

This Page Last Modified by X

BASIC to Contract 2007*1211818*000

UNCLASSIFIED/FOR OFFICIAL USE ONLY

CONTRACT NUMBER: 2007*1211818*000

(c) Notification: The Contracting Officer is the only representative of the Government authorized to negotiate, enter into, modify or take any other action with respect to this contract. Therefore, no other employee or representative of the Government has the authority to initiate a course of action which may alter the terms or conditions of this contract. All revisions to specifications, requirements or informal commitments that may involve a change in either the total cost/price, scope, delivery schedule, or legal aspects of this contract must be done by change order or supplemental agreement, to be negotiated and signed by the Contracting Officer. Should any action by Government personnel (other than the Contracting Officer) imply a commitment on the part of the Government that would affect the terms of this contract, the Contractor must notify the Contracting Officer and obtain approval before proceeding. Otherwise, the Contractor proceeds at its own risk.

G-5



Novation/Change-of-Name Notification Requirement

MAR 2007

(b)(3)

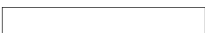
(a) For the purposes of this contract, any transfer of the contractor's assets to a third party, or change to the contractor's name, that fall under FAR 42.12, will be processed in a centralized manner by the staff at the following address:



(b)(3)

Washington, DC 20505

Secure Fax:



(b)(3)

Unclassified Fax:



(b)(3)

(b) Until the settlement of this contract is completed, the Contractor shall provide written notification to this staff via facsimile within (30) thirty days of any fore-mentioned changes. Along with details of the change, your notification shall provide a point of contact name, title, clearance level, and phone and fax numbers.

(c) After receiving this notification, your designee will receive a letter with instructions to assist in the preparation of the novation/change-of-name package. Our organization will typically recognize Other Government Agency (OGA) Agreements; however, we have unique security requirements that must be addressed before formally accepting these agreements.

(d) You are reminded that you must continue to invoice under your former name on existing contracts until this Agency accepts your novation and/or change-of-name agreement by issuance of a letter recognizing the agreement. In addition, you are NOT authorized to request changes to your banking information to recognize a successor company on existing contracts until this Agency accepts your novation and/or change-of-name agreement. Any delays in submitting the required information may impact your ability to invoice.

(e) A submission of a novation or name change agreement does not guarantee approval by this organization and if a change is deemed unacceptable, the contractor will remain under contractual obligation to perform. The contract may be terminated for reasons of default should the contractor not perform.

G-6



Emergency Locator and Points-of-Contact Information in LOCATOR

FEB 2002

(b)(3)

(a) In order to be prepared in the event of a potential emergency, the Sponsor requires current work location and emergency designee information on all individuals who work in the Sponsor's facilities.

(b) All Prime Contractor employees and all Subcontractor employees, if any, who work in the Sponsor's facilities during the performance of this contract on a regular or recurring basis, shall input and maintain the required information in the Sponsor's LOCATOR database on the [redacted]. The Contractor shall inform each affected Prime Contractor and Subcontractor employee of this mandatory requirement and the use of the information for emergency situations.

(b)(3)

This Page Last Modified by X

BASIC to Contract 2007*1211818*000

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CONTRACT NUMBER: 2007*1211818*000

(c) The information in paragraph (d) shall be input and maintained by Prime Contractor and Subcontractor employees as follows:

- (1) Individuals, who are given access to the [] shall input and maintain their own information. (b)(3)
- (2) In the event that an individual(s) does not have access to the [] the information shall be provided by the Prime Contractor and Subcontractor employee(s), in writing, to the COTR for input into the database by the COTR. (b)(3)

(d) Minimum information to be input and maintained in LOCATOR:

- (1) Full name, Social Security Number, Agency Identification Number (AIN) or Security File Number
- (2) Non-secure and secure work phone numbers
- (3) Primary assigned office, building, floor, vault
- (4) Name and non-secure phone number of contract COTR as "Agency Contact Name/Phone"
- (5) Company name; Subcontractor employees shall include both the name of the prime contractor and the name of the company they are employed by
- (6) Full name and telephone number of an emergency point-of-contact at the Prime Contractor's company who is not employed at the same Sponsor facility where this contract will be performed
- (7) Full name, street address, and telephone number of a personal emergency point-of-contact as designated by each person whose name is entered into the database.

(e) The Prime Contractor is also required to maintain, at their own facility, this emergency locator and points-of-contact information of all Prime Contractor and Subcontractor employees working at the Sponsor's facilities.

(f) The information required by this clause will be used only for emergency contact purposes and is exempt from sections (e)(3)(A)-(D) of the Privacy Act pursuant to 32 C.F.R. 1901.62. Providing and maintaining this information is mandatory and failure to do so may result in denial of access of the aforementioned individuals to the [] and Sponsor's facilities. (b)(3)

(g) The Contractor agrees to incorporate the substance of this clause, including this paragraph (g), in all subcontracts under this contract when Subcontractor employees will work on the Sponsor's facilities.

G-7 [] Government Property

NOV 2005

(b)(3)

(a) *General:* The contractor shall maintain adequate property control procedures, records, and a system of identification of all Government property accountable to this contract in accordance with FAR Part 45 and the applicable Government Property clause incorporated by reference in Section I. The contractor must include this clause in all subcontracts that utilize Government property.

(b) *Government Property Administrator:* The Contracting Officer has delegated property administration authority to the Agency Property Administrator.

(c) *Contractor Property Representative:* The contractor shall provide written notification of the name, address, and telephone number of the contractor's designated property representative responsible for establishing and maintaining control of Government property under this contract to the Agency Property Administrator at the address indicated below within thirty (30) days after receipt of this contract.

This Page Last Modified by X

BASIC to Contract 2007*1211818*000

UNCLASSIFIED/FOR OFFICIAL USE ONLY

CONTRACT NUMBER: 2007*1211818*000

(b)(3)

Washington, DC 20505
Attn: Property Administrator

(b)(3)

If the contractor's Property Representative changes, the contractor must notify the Government Property Administrator of the change within 30 days.

(d) *Government Property List:* The Government shall deliver to the contractor the property identified in the Section J attachment entitled "Government Property Report" for use in the performance of this contract on a no-charge-for-use basis. The contractor may use Government property in their possession, which is accountable to other Agency contract(s), if the Contracting Officer(s) of the other contract(s) provides written authorization of their approval for use on a rent-free, non-interference basis.

(e) *Financial Reporting - General:* The Government must account for and report assets in accordance with 31 U.S.C. 3512 and 31 U.S.C. 3515, Federal Accounting Standards, and Office of Management and Budget (OMB) instructions. Since contractors maintain the official records for Government assets in their possession, the Government must periodically obtain data from those records to complete its financial reports. Changes in Federal Accounting Standards and OMB reporting requirements may occur from year to year, requiring contractor submission of supplemental information. The specific Statements of Federal Financial Accounting Standards (SFFAS) to be used for property records are SFFAS No. 3 "Accounting for Inventory and Related Property and Materials", SFFAS No. 6, "Accounting for Property, Plant and Equipment", and "SFFAS No. 11, "Amendments to PP&E: Definitions" issued by the Federal Accounting Standards Advisory Board.

(f) *Financial Reports:* To assist the Government with these requirements, the contractor's property control system shall report the total acquisition cost of Government property for which the contractor is accountable under this contract, including Government property as defined in FAR 45.101. The contracting officer will provide the total acquisition cost for all property furnished to the contractor by the Government in the Section J attachment entitled "Government Property Report". The contractor shall submit Quarterly and Annual Government Property Reports to the Government Property Administrator in accordance with the detailed instructions set forth in the Section J attachment entitled "Reporting Requirements for Government Property" to provide periodic updates to the list of property accountable to this contract and to provide information on contractor acquired property. The contractor shall also submit a Property Disposition Report with its Quarterly and Annual Reports to identify deletions from contract property records associated with this contract. The Quarterly, Annual, and Disposition Reports shall be considered updates to the Section J attachment entitled "Government Property Report". In addition, the contractor shall submit a Final Disposition Report within 30 days after disposition of all property accountable to this contract. Failure to provide required reports may result in termination of this contract, suspension of payment by the Government until required reporting is received, or other action as deemed appropriate by the Contracting Officer.

(g) *Documentation Required to Support Contractor Acquired Property Items:* The contractor shall furnish the Government Property Administrator a copy of all documentation to support the reported acquisition cost and acquisition date for all contractor acquired property valued at \$50,000 and above within thirty (30) days of delivery by the vendor to the contractor. All contractor acquired property purchases since the last submitted report must be reported on the next Quarterly Report.

(h) *Form 5025 - Annual Government Property Report:* After completing the Annual Government Property Report, the contractor shall submit the completed inventory to the COTR for validation and verification. The contractor shall receive a signed copy of the inventory back from the COTR. This will be verified during an audit conducted by the Government Property Administrator. The contractor shall also submit a signed copy of the Form 5025 - Annual Government Property Report along with the required Report attachments to the Government Property Administrator in accordance with the instructions in the Section J attachment entitled "Reporting Requirements for Government Property."

This Page Last Modified by X

BASIC to Contract 2007*1211818*000

UNCLASSIFIED/FOR OFFICIAL USE ONLY

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CONTRACT NUMBER: 2007*1211818*000

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1

[Redacted]

Fraud, Waste, and Abuse - Unclassified Association

DEC 2002

(b)(3)

Anyone who suspects fraud, waste, or abuse in any aspect of the acquisition process or during performance of this contract by either Government or Contractor personnel should contact the Office of Inspector General, Investigations Staff, at phone number [Redacted]

(b)(3)

H-2

[Redacted]

Security Requirements - Contract Classification

JUL 1997

(b)(3)

[Redacted]

(b)(3)

[✓]

[Redacted] attached

(b)(3)

The [Redacted] Attachment 3, is incorporated into this contract. The [Redacted] is not all-inclusive, but serves as a guide in connection with Contractor handling of classified materials.

(b)(3)

(b)(3)

H-3

[Redacted]

Security Requirements - General DEC 2006

(b)(3)

(a) Contracting Officer's Security Representatives (COSR) are the designated representatives of the Contracting Officer and derive their authorities directly from the Contracting Officer. They are responsible for certifying the Contractor's capability for handling classified material and ensuring that customer security policies and procedures are met. The COSR is the focal point for the Contractor, Contracting Officer, and COTR regarding security issues. The COSR cannot initiate any course of action that may alter the terms of the contract. The COSR for this contract is [Redacted] and he can be reached on [Redacted]

(b)(3)

(b) The provisions of this clause shall apply to the extent that any aspect of this contract is classified.

(c) The Contractor is obligated to comply with all relevant clauses and provisions incorporated into this contract and with the "Contractor Secrecy and Security Agreement", Form 4177, and as referenced therein, the National Industrial Security Program Operating Manual (NISPOM), February 2006, and all applicable Sponsor security policies and procedures, including Director of Central Intelligence Directives (DCID). The contractor shall maintain a security program that meets the requirements of these documents.

(d) Security requirements are a material condition of this contract. This contract shall be subject to immediate termination for default, without the requirement for a 10-day cure notice, when it has been determined by the Contracting Officer that a failure to fully comply with the security requirements of this contract resulted from the willful misconduct or lack of good faith on the part of any one of the Contractor's directors or officers, or on the part of any of the managers, superintendents, or equivalent representatives of the Contractor who have supervision or direction of:

- (1) All or substantially all of the Contractor's business, or
- (2) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed, or
- (3) A separate and complete major industrial operation in connection with the performance of this contract.

This Page Last Modified by X

BASIC to Contract 2007*1211818*000

UNCLASSIFIED/FOR OFFICIAL USE ONLY

CONTRACT NUMBER: 2007*1211818*000

(e) When deficiencies in the Contractor's security program are noted which do not warrant immediate default, the Contractor shall be provided a written notice of the deficiencies and be given a period of 30 days in which to take corrective action. If the Contractor fails to take the necessary corrective action, the Contracting Officer may terminate the whole or any part of this contract for default. The Contractor shall maintain and administer, in accordance with all relevant clauses and provisions set forth or incorporated into this contract, a security program that meets the requirements of these documents.

(f) When it is deemed necessary to disclose classified information to a Subcontractor in order to accomplish the purposes of this contract, the Contractor shall request permission of the Contracting Officer prior to such disclosure. The Contractor agrees to include in all subcontracts all appropriate security provisions pertaining to this contract.

(g) Classification Authority -- Executive Order 13292 dated 28 March 2003, "Further Amendment to Executive Order 12958, as Amended, Classified National Security Information", and implementation directives, provides principles and procedures for the proper classification and declassification of material. These principles and procedures are applicable to classified documents or materials generated by the Contractor in performance of this contract.

(h) Identification and Markings -- The classification of documentation shall comply with the guidelines set forth in Executive Order 13292.

(i) In addition, each classified document shall be stamped or marked in the lower right-hand corner of the first page (or on the inside front cover of bound publications, provided that the overall classification is marked on the outside cover), as follows:

CL BY:	[customer contract number]
CL REASON:	[]
DECL ON:	[]
DRV FROM:	[]

Declassified On: (Use the declassify date citation from the)

(b)(3)

Derived From: (Use the classification guidance from the etc.)

(b)(3)

(j) Each classified document shall indicate which paragraphs or, other portions, including subjects and titles, are classified and which are unclassified. The symbol "(TS)" for Top Secret, "(S)" for Secret, "(C)" for Confidential, and "(U)" for Unclassified will be placed at the beginning of the text to which it applies. Non-text portions of a document, such as photographs, graphs, charts, and maps, will be marked in a readily discernible manner, as will their captions.

(k) Subjects and titles should be selected so as not to require classification. When a classified subject or title must be used, a short title or other unclassified identifier should be assigned to facilitate receipting and reference, if such an identifier (e.g., a report number or registry number) will not otherwise be assigned.

(l) Downgrading and Declassification -- No classified document or material provided by the Customer, or generated by the Contractor pursuant to the contract, may be downgraded or declassified unless authorized in writing by the Customer's Contracting Officer.

(m) References made to the clause entitled "Non-Publicity" -- Violations of this clause constitute a major breach of contract and the contract may be terminated for default, without the requirement of a 10-day cure notice.

(n) The contractor shall report all contacts described in the NISPOM Chapter 1 Section 3-Reporting Requirements as promptly as possible, but in no event later than two business days after receipt of such knowledge to the contracting officer or COSR.

This Page Last Modified by X

BASIC to Contract 2007*1211818*000

UNCLASSIFIED/FOR OFFICIAL USE ONLY

CONTRACT NUMBER: 2007*1211818*000

(o) If, subsequent to the date of this contract, the security requirements under this contract are changed by the Government, as provided in this clause, and the security costs or time required for delivery under this contract are thereby increased or decreased, the contract price, delivery schedule, or both, and any other provision of this contract which may be affected shall be subject to an equitable adjustment in accordance with the procedures in the Changes clause of this contract.

H-4



Non-Publicity

DEC 2003

(b)(3)

(a) The Contractor shall not use or allow to be used any aspect of this solicitation and/or contract for publicity. "Publicity" means, but is not limited to, advertising (e.g. trade magazines, newspapers, Internet, radio, television etc.), communications with the media, marketing, or a reference for new business. This shall include, but is not limited to, the use of the terms "ISSA or ISA" or any other sponsor specific terms in any public advertisements. It is further understood that this obligation shall not expire upon completion or termination of this contract, but will continue indefinitely. The Contractor may request a waiver or release from the foregoing but shall not deviate therefrom unless authorized to do so in writing by the Contracting Officer. Contractors are not required to obtain waivers when informing offices within this Agency of contracts it has performed or is in the process of performing provided there are no security restrictions. Contractors may include the requirement for security clearances up to the TS, SCI level in public employment advertisements.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in each subcontract issued under this contract.

H-5



Request for Clause Waiver Due to Security Requirements

JUL 1997

(b)(3)

When the Contractor, in performance of the work under this contract, finds the requirements of any of the clauses in this contract to be in conflict with security instructions, the Contractor shall call such conflict to the attention of the Contracting Officer and/or COSR. The Contracting Officer may issue a waiver in writing to:

- (a) modify or rescind such security requirements, or
- (b) waive compliance with such security requirements.

H-6



Foreign Ownership, Control, or Influence DEC 2006

(b)(3)

(a) Notwithstanding the provisions of Chapter 2 Section 3 of the *National Industrial Security Program Operating Manual* (NISPOM), February 2006, the Government intends to secure services or equipment from firms which are not under foreign ownership, control, or influence (FOCI) or where any FOCI may, in the opinion of the Government, adversely impact on security requirements. Notwithstanding the limitation on contracting with an Offeror under FOCI, the Government reserves the right to contract with such Offerors under appropriate arrangements, when it determines that such contracts will be in the best interest of the Government.

(b) Accordingly, all Offerors responding to this RFP or initiating performance of a contract are required to submit a Standard Form (SF) 328, Certificate Pertaining to Foreign Interests (Attachment 9a and b), and a Key Management Personnel List (KMPL) (Attachment 6) with their proposal or prior to contract performance, as appropriate. All SF 328s and KMPLs shall be executed at the parent level of an organization. However, the Government reserves the right to request a separate SF 328 and KMPL at the level of the company negotiating a contract with the Government, when desired. Offerors are also required to request, collect, and forward to the Government Offeror's the SF 328 from all Subcontractors undertaking classified work under the direction and control. Offerors are responsible for the thoroughness and completeness of each Subcontractor's SF 328 submission. SF 328 entries should specify, where necessary, the identity, nature, degree, and impact of any FOCI on their organization or activities, or the organization or activities of a subcontractor. Additionally, a KMPL must be submitted with each SF 328 which identifies senior management by name, position, social security number, date/place of birth, and citizenship status.

This Page Last Modified by X

BASIC to Contract 2007*1211818*000

UNCLASSIFIED/FOR OFFICIAL USE ONLY

CONTRACT NUMBER: 2007*1211818*000

(c) The Contractor shall, in any case in which it believes that foreign influence exists or is being sought over its affairs, or the affairs of any Subcontractor, promptly notify the Contracting Officer of all the pertinent facts, even if such influence is not exerted to the degree specified in the NISPOM.

(d) The Contractor shall provide an updated SF328 and KMPL no later than five years from the date as certified on the last submitted SF328. The Contractor shall also promptly disclose to the Contracting Officer any information pertaining to any interest of a FOCI nature in the Contractor or Subcontractor that has developed at any time during the contract's duration or has subsequently come to the Contractor's attention. An updated SF328 is required of the Contractor or any Subcontractor whenever there is a change in response to any of the 10 questions on the SF328.

(e) The Contractor is responsible for initiating the submission of the SF328 and KMP for all Subcontractors undertaking classified work during the entire period of performance of the contract.

H-7 Security Requirements - Software Certification JUN 1998

(b)(3)

(a) The contractor certifies that it will undertake to ensure that any software to be provided or any Government Furnished Software to be returned, under this contract will be provided or returned free from computer virus, which could damage, destroy, or maliciously alter software, firmware, or hardware, or which could reveal to unauthorized persons any data or other information accessed through or processed by the software.

(b) The contractor shall immediately inform the Contracting Officer when it has a reasonable suspicion that any software provided or returned, to be provided or returned, or associated with the production may cause the harm described in paragraph (a) above.

(c) If the contractor intends to include in the delivered software any computer code not essential to the contractual requirement, this shall be explained in full detail to the Contracting Officer and Contracting Officer's Technical Representative (COTR).

(d) The contractor acknowledges its duty to exercise reasonable care, to include the following, in the course of contract performance:

- (1) Using on a regular basis current versions of commercially available anti-virus software to guard against computer viruses when introducing maintenance, diagnostic, or other software into computers; and
- (2) Prohibiting the use of non-contract related software on computers, especially from unknown or unreliable sources.

H-8 Security Requirements - Servicing Agency Information Systems MAY 2004

(b)(3)

All work to be performed under this contract shall be at a Government facility which is under strict security control. The Contractor agrees that only U.S. citizens will be assigned to perform the work. All Agency information systems shall be operated in accordance with the requirements of Director of Central Intelligence Directive 6/3 and

(b)(3)

It is a material condition of this contract that this clause be incorporated into any and all subcontracts.

(b)(3)

H-9 Personal Conduct JUL 1997

(b)(3)

(a) The Contractor and its employees shall comply with the conduct requirements in effect at the Government's work site. The Government reserves the right to exclude or remove from the site any employee of the Contractor or of a subcontractor whom the Government deems careless, uncooperative, or whose continued employment on the work is deemed by the Government to be contrary to the public interest.

This Page Last Modified by X

BASIC to Contract 2007*1211818*000

UNCLASSIFIED/FOR OFFICIAL USE ONLY

CONTRACT NUMBER: 2007*1211818*000

(b) The Contractor shall inform its employees that the Agency has a zero tolerance policy for harassing behavior and that it shall not be tolerated. Any Contractor employee who is found to be culpable in incidents of harassment shall be immediately escorted from the premises and denied further access. This policy creates a greater burden upon the conduct of Contractor employees. The Contractor shall emphasize this fact to its employees.

(c) Exclusion under the circumstances described in this clause shall not relieve the Contractor from full performance of the requirements of this contract, nor will it provide the basis for any claims against the Government.

H-10 [] Notification of Issuance of Classified Subcontracts JAN 2006

(b)(3)

(a) The contractor shall provide to the Contracting Officer written notice of all subcontracts issued hereunder wherein any aspect of the subcontract (work, reports, hardware, and/or if the subcontractor has a need to know the association between the Agency and the prime contractor) is classified using the "Subcontractor Notification Form" (Attachment 10). This form can be obtained from the Contracting Officer. The notice shall include (1) the name and address of the subcontractor(s), (2) a description of the supplies or services that are being acquired pursuant to the subcontract, and (3) a SF328 and KMPL on the subcontractor's parent organization as required by clause [] of this contract. Such notice shall be provided to the Contracting Officer within 14 days of entering into such subcontracts.

(b)(3)

(b) For the purpose of this clause, subcontract means a contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(c) The contractor's obligations under this clause are in addition to any other provision of this contract, if any, relating to subcontracting. The contractor is responsible for ensuring that all subcontractors having access to classified information must have the necessary Agency clearances.

(d) The contractor shall include a similar requirement in each subcontract issued under this contract wherein any aspect of the subcontract is classified. Subcontractors shall submit notices through the prime contractor to the Contracting Officer as described in paragraph (a) above.

H-11 [] Reporting and Training Requirements for ISSA/TS
Approved Contractor Personnel

DEC 2006

(b)(3)

The Industrial Contractor who has staff-like (ISSA/TS) access has the following mandatory reporting and training requirements:

(a) Financial Disclosure. A Financial Disclosure Form must be completed by the cleared individual within 30 days of approval date and then every two years depending upon their last name in accordance with Agency direction.

(b) Foreign Contacts. All unofficial foreign contacts must be reported in accordance with []

(b)(3)

(c) Foreign Travel. All personal foreign travel must be reported in accordance with []

(b)(3)

(b)(3)

(b)(3)

(d) [] All contractors with access to Agency Information Systems must complete annual Infosec training.

(b)(3)

(e) Counterintelligence Training. The contractor shall complete the Sponsor's Counterintelligence and Security Program (CISP) training unless s/he has completed a CISP course within the past five calendar years.

This Page Last Modified by X

BASIC to Contract 2007*1211818*000

UNCLASSIFIED/FOR OFFICIAL USE ONLY

CONTRACT NUMBER: 2007*1211818*000

H-12



Prohibition Against Recruiting in Agency Facilities

AUG 2004

(b)(3)

(a) The Contractor shall inform its employees and subcontractors that they are not permitted to engage in employment recruitment while in any facility controlled by the Agency or to use Agency communications systems (e.g. cable and computer systems) and nonpublic information in connection with recruitment without written approval of the Contracting Officer. For purposes of this clause, recruitment refers to discussions of future employment with the contractor or subcontractor initiated by an employee of the contractor or subcontractor; distribution of employment forms or other employment paperwork, or similar activities directed towards obtaining the employment of an Agency employee by the contractor or subcontractor. Any Contractor or subcontractor employee who violates this policy may be denied further access to Agency facilities and systems. The Contractor shall emphasize this fact to its employees and subcontractors and shall include the substance of this clause in each subcontract issued under this contract.

(b) The prohibition set forth in paragraph (a) above does not apply to the recruitment of Agency personnel enrolled in the Agency's Career Transition Program. The prohibition also does not apply to the recruitment of Agency personnel for part-time work that does not conflict or interfere with Agency personnel's employment with the Agency, provided Contracting Officer approval has been obtained consistent with paragraph (a) above.

(c) Exclusion under the circumstances described in paragraph (a) of this clause shall not relieve the Contractor from full performance of the requirements of this contract, nor will it provide the basis for any claims against the Government.

H-13



Security Requirements - Office of The Director of National Intelligence (O/DNI) Clearances


AUG 2005

(b)(3)

(a) The Sponsor conducts security screening on contractor personnel in support of Sponsor contracts as well as ODNI contracts. "Contractor personnel" is defined as employees of the contractor company at the time the contractor requests a security clearance or access approval. Contractors are hereby notified that O/DNI ISSA/TS clearances are not equivalent to the Sponsor's ISSA/TS clearances. O/DNI ISSA/TS clearances do not require a full scope polygraph. O/DNI ISSA/TS clearances will not "cross over" to Sponsor's ISSA/TS clearances. In order to access an O/DNI facility, the contractor employee must be a U.S. citizen. In order to receive a security clearance or access approval, contractor personnel shall be US citizens and provide the following information for use in the clearance process:

- (1) "Industrial Security Approval or Access Request", Form 4311
- (2) "Questionnaire for National Security Positions," SF 86; and,
- (3) Fair Credit Reporting Act Release form.

The contractor shall plan for expected attrition by advanced preparation and submission of the aforementioned items.

(b) Those contractor personnel needing unescorted access to O/DNI facilities (to include automated information systems) and access to sensitive compartmented information (SCI) or information classified at the Top Secret level shall be required to have an Industrial Security Staff Approval/Top Secret (ISSA/TS) security clearance along with any required SCI access approvals. The granting or denial of an ISSA/TS or SCI access approval is based on a comparison of the results of a full field background investigation and counterintelligence (CI) polygraph testing against the adjudicative guidelines issued pursuant to Executive Order 12968 or other applicable law or regulation. The adjudicative guidelines have also been adopted as an annex to DCID 6/4 and have been incorporated by reference in Sponsor's 

(b)(3)

This Page Last Modified by X

BASIC to Contract 2007*1211818*000

UNCLASSIFIED/FOR OFFICIAL USE ONLY

CONTRACT NUMBER: 2007*1211818*000

(c) Those contractor personnel needing access to Top Secret or SCI material but only limited or no access to O/DNI facilities shall be required to have an Industrial Security Approval/Top Secret (ISA/TS) security clearance, along with any required SCI access approval. The granting or denial of an ISA/TS or SCI access approval is based on a comparison of the results of a full field background investigation and CI scope polygraph testing against the adjudicative guidelines issued pursuant to Executive Order 12968; adopted as an annex to DCID 6/4; and incorporated by reference in Sponsor's [redacted]

(b)(3)

(d) Those contractor personnel needing access to Secret material and little or no access to Government facilities shall be required to have an Industrial Security Approval/Secret (ISA/S) security clearance. The granting or denial of an ISA/S is based on a comparison of the results of a more limited inquiry (generally National Agency Checks [NAC], Local Agency Checks [LAC], and credit checks) against the adjudicative guidelines issued pursuant to Executive Order 12968 and incorporated by reference in Sponsor's [redacted]

(b)(3)

(e) Four and one-half years from the cleared personnel's last background investigation, the contractor shall resubmit to the Sponsor a complete clearance package to be used to re-investigate such individuals' continued eligibility for security clearance or access approval.

(f) If portions of this work under this contract occur at O.DNI facilities, contractor personnel shall adhere to all Sponsor regulations and procedures that relate to security management. In the event that the development of information or material is not clearly covered by the contract or regulations, the contractor is required to seek Government guidance regarding its handling. Any questions that the contractor or contractor personnel may have on the applicability of these requirements shall be addressed to the Contracting Officer's Security Representative.

(g) Only such persons who have been authorized by the Contracting Officer or the Contracting Officer's Technical Representative shall be assigned to this work. In this connection, for identification purposes, the contractor will be required to submit the name, address, place and date of birth of all personnel who will be involved in the work hereunder. In order to track individuals to specific contract activities, the contractor is required to maintain the following information: (1) by contract number - individuals who have worked, are currently working, or are in security processing for each contract; and (2) by individual - identify each classified contract the individual has supported. Upon Government request, this information is to be made available to the Contracting Officer, Contracting Officer's Technical Representative, or Contracting Officer's Security Representative.

(h) All contractor personnel who receive a security clearance or access approval under the terms of this contract will be required to execute an ODNI specified secrecy agreement and/or nondisclosure agreement.

(i) The Contractor agrees to abide by all applicable ODNI security regulations governing personnel, facilities, technical, information systems, communications, and protective programs.

H-14 [redacted] Organizational Conflicts of Interest: Special Exclusion

JUL 2003

(b)(3)

(a) The purpose of this clause is to aid in ensuring that the contractor (1) is not biased because of its past, present, or currently planned interest (financial, contractual, organizational, or otherwise) that relates to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) The restrictions described herein shall apply to performance or participation by the contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as a prime contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity.

(c) In consideration for the award of this contract, the contractor agrees that it shall be ineligible to participate in any capacity in Government contracts, subcontracts, or proposals therefore (solicited or unsolicited) that stem directly from the contractor's performance of work under this contract and fall into the following category: any RFPs or TOPRs that are generated for goods or services that PYRAMID contractor staff were involved in collecting/developing requirements; development of budgets for the same or participation as a source selection advisor.

This Page Last Modified by X

BASIC to Contract 2007*1211818*000

UNCLASSIFIED/FOR OFFICIAL USE ONLY

CONTRACT NUMBER: 2007*1211818*000

(d) Nothing in this paragraph shall preclude the contractor from offering or selling its standard commercial items to the Government.

(e) The contractor further agrees that the Government may periodically review the contractor's compliance with these provisions or require such self-assessments or additional certifications as the Government deems appropriate. The contractor is on notice that this clause supplements, but does not supersede the contractor's obligations under paragraph (b) of [redacted] Organizational Conflict of Interest - General.

(b)(3)

(b)(3)

H-15

[redacted]

Incorporation of Section K; Representations, Certifications, and Other Statements of Offerors or Respondents

OCT 2003

SECTION K, which has been completed and submitted with Contractor's proposal dated TBD, is incorporated herein by reference and made a part of this contract.

H-16

[redacted]

Order of Precedence

OCT 2003

(b)(3)

(a) Any inconsistency in this contractual document (inclusive of documents, provisions or exhibits referenced herein or attached hereto) shall be resolved by giving precedence in the following order:

- (1) The Schedule (excluding the SOW and specifications)
- (2) Attachment A - Incentive and Award Fee Plan (if applicable)
- (3) Statement of Work
- (4) Other provisions of the contract when attached or incorporated by reference
- (5) Specifications
- (6) Technical Provisions of the Contractor's Proposal(s)

(b) If a conflict or inconsistency arises out of any of the contract elements listed above, the Contractor shall notify the Contracting Officer of the conflict or inconsistency for final and unilateral resolution. Under no circumstances will such conflicts or inconsistencies result in increases to target cost, fee, award fee or schedule extensions.

H-17

[redacted]

Key Personnel

AUG 1996

(b)(3)

(a) The Contractor shall identify the key personnel to be assigned to work under this contract.

NAME	TITLE	DATE

(b)(4)

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CONTRACT NUMBER: 2007*1211818*000

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(b)(4)

(b) The personnel specified above are considered to be essential to the work performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall provide advance notification of at least thirty (30) calendar days to the Contracting Officer and shall submit resumes of the proposed substitutes in sufficient detail to permit evaluation of the impact on the program. No diversion from the above procedure shall be made by the Contractor without the written consent of the Contracting Officer, provided that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause.

H-18 Provisional Fee Payment and Adjustment

OCT 2003

(b)(3)

Provisional/Interim billing and payment of fee, equivalent to 5 percent of allowable costs incurred, is authorized. Adjustment of such provisional fee payments, to reflect and account for the actual fee earned/awarded (Award Fee) for the period evaluated, shall be made in accordance with the following criteria:

(1) Underpayment of Fee: If the cumulative amount of Provisional Fee payments made during the applicable evaluation/billing period is less than the fee awarded/earned (Award Fee) for that same period, the Contractor shall submit a separate invoice for and the Government shall remit payment of the balance of fee to be paid under the terms of the Award Fee Provisions of this contract.

(2) Overpayment of Fee: If the cumulative amount of Provisional Fee payments made during the applicable evaluation/billing period is in excess of the fee awarded/earned (Award Fee) for the same period, the Government shall deduct/offset the payment of Provisional Fee and costs incurred from subsequent invoices (i.e. such deductions/offsets shall be applied to both Provisional Fee and, if necessary, costs incurred). To assist the Government in this regard, the Contractor is requested to reflect such adjustments on subsequent invoices.

(3) Provisional Fee Payment Ceiling: Notwithstanding any other provisions contained herein, the Government shall not be obligated to make Provisional Fee payments in excess of the Award Fee available for the given evaluation/billing period.

H-19 Payment of Contractor Travel JAN 2004

(b)(3)

(a) Travel costs incurred under this contract are allowable subject to the limitations contained in Federal Acquisition Regulation (FAR) 31.205-46.

(b) There are some circumstances under which the contractor must obtain approval from the Contracting Officer prior to undertaking travel. They are:

- (1) When travel is in excess of a predetermined travel allocation.
- (2) When the contractor has doubt about whether a cost is allowable.
- (3) When foreign travel is involved.

H-20 Training and Education Costs

JAN 2004

(b)(3)

The costs of training and education determined by the Contracting Officer to be applicable exclusively to the support of Agency systems or missions are allowable as a direct charge against this contract. However, this determination of allowability shall not constitute a determination of the adequacy or approval of the contractor's Disclosure Statement(s), and such costs are only allowable as a direct charge to this contract so long as they continue to be set forth as direct charges to contracts in the contractor's approved Disclosure Statement(s).

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CONTRACT NUMBER: 2007*1211818*000

H-21



Early Dismissal and Closure of Government Facilities

DEC 2006

(b)(3)

(a) When an Agency facility is closed, and/or a delayed arrival/early dismissal of Federal employees is directed due to severe weather, a security threat, a facility-related problem, or other emergency event that prevents personnel from working, on-site contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, on-site contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

(b) When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, a facility-related problem, or other emergency event), on-site contractors will continue working established work hours or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the non-working hours to an Agency contract.

(c) Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the contract period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

H-22



Contractor Performance Evaluation

MAR 2004

(b)(3)

(a) In accordance with FAR 42.15, and as otherwise provided by this contract, the Contractor's performance under this contract shall be subject to evaluation as follows:

- (1) Final evaluation shall be conducted for all contracts after completion of contract performance; and
- (2) Interim evaluations may be conducted at the government's discretion.

(b) Past performance evaluation reports shall be retained by the Government to provide source selection information for a period not to exceed three years after contract completion. In accordance with FAR 9.105, the Contracting Officer shall also consider relevant past performance information when making responsibility determinations.

(c) The Contracting Officer shall provide appropriate extracted information from the completed interim (if applicable) and final reports to the Contractor as soon as practicable after completion of the report. The Contractor shall have a maximum of 30 calendar days after the date of the letter forwarding the information to submit written comments, rebutting statements, or additional information. The Government will consider rebuttals and other information provided by the Contractor and will render a final determination regarding the contractor's performance during that period of the evaluation.

(d) The performance evaluation conducted pursuant to this clause shall be separate from the award fee determination(s) rendered under the terms of this contract.

H-23



Past Performance Information - Referencing Agency Contracts

MAR 2004

(b)(3)

This contract may be listed as a reference for past performance purposes only in offers submitted to agencies and This Page Last Modified by X BASIC to Contract 2007*1211818*000

UNCLASSIFIED/FOR OFFICIAL USE ONLY**CONTRACT NUMBER: 2007*1211818*000**

organizations within the Intelligence Community, provided the Contractor requests and receives the written approval of the Contracting Officer in advance. Failure to comply with this requirement may result in the Agency being unable to respond to a reference request and may also result in a termination for default.

H-24 **Changes Requiring No Equitable Adjustment****MAR 2004****(b)(3)**

(a) Purpose. The purpose of this paragraph is to establish a procedure whereby one contractual modification will be used both to direct a change pursuant to the "Changes" clause of this contract and to settle any question of equitable adjustments that might arise. This procedure shall apply only to those changes that will have no effect on the contract price, delivery schedule, or other provisions of the contract.

(b) Procedure. When a change under the "Changes" clause is proposed, and both parties agree that the proposed change will not require any equitable adjustment, the Contracting Officer shall issue a bilateral modification authorizing the change that clearly states the change has no effect on either the contract price/cost plus fee, or period of performance/delivery date. The Contractor's signature on the modification shall constitute acceptance of the Government's offer, shall be binding on both parties, and shall constitute a full, complete, and final settlement for the changes so directed.

H-25 **Limitation of Working Groups****MAR 2004****(b)(3)**

Technical guidance provided at meetings of Working Groups established by the Government and/or construed from the minutes of such meetings shall not constitute authorization for the Contractor to alter the scope of this contract. Only the Contracting Officer may give such direction in writing through the "Changes" clause of the contract.

H-26 **Engineering Change Proposals****MAR 2007****(b)(3)**

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the general scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the Contracting Officer's instructions.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a "not to exceed" cost or price or a "not less than" cost or price and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the "not to exceed" or "not less than" amounts.

(c) A change proposal accepted in accordance with the Changes clause of the contract shall not be considered an authorization to the contractor to exceed the estimated cost in the contract schedule, unless the estimated cost is increased by the change order or other contract modification.

(d) When the cost or price adjustment amount of the engineering change is \$650,000 or more, the Contractor shall submit

- (1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and,
- (2) At the time of agreement on cost or price, a signed Certificate of Current Cost or Pricing Data.

H-27 **Security Requirements - Clearances****(AUG 2005)****(b)(3)****CLIN 4 and CLIN 5 ONLY**

(a) The Agency only conducts security screening on contractor personnel who are employees of the contractor

This Page Last Modified by X

BASIC to Contract 2007*1211818*000

UNCLASSIFIED/FOR OFFICIAL USE ONLY

CONTRACT NUMBER: 2007*1211818*000

company at the time the contractor requests a security clearance or access approval. In order to access an Agency facility, the contractor employee must be a U.S. citizen. In order to receive a security clearance or access approval, contractor personnel shall be US citizens and provide the following information for use in the clearance process:

- (1) "Industrial Security Approval or Access Request", Form 4311;
- (2) "Questionnaire for National Security Positions", SF 86; and
- (3) Fair Credit Reporting Act Release form.

The contractor shall plan for expected attrition by advanced preparation and submission of the aforementioned items.

(b) Those contractor personnel needing unescorted access to Government facilities (to include Government automated information systems) and access to sensitive compartmented information (SCI) or information classified at the Top Secret level shall be required to have an Industrial Security Staff Approval/Top Secret (ISSA/TS) security clearance along with any required SCI access approvals. The granting or denial of an ISSA/TS or SCI access approval is based on a comparison of the results of a full field background investigation and full scope polygraph testing against the adjudicative guidelines issued pursuant to Executive Order 12968 or other applicable law or regulation. The adjudicative guidelines have also been adopted as an annex to DCID 6/4 and have been incorporated by reference in [redacted] Full scope polygraph examinations cover both counterintelligence (CI) and security issues to include involvement in illegal drug use and criminal activity. Full scope polygraph examinations are an integral part of ISSA/TS security screening. (b)(3)

(c) Those contractor personnel needing access to Top Secret or SCI material but only limited or no access to Government facilities shall be required to have an Industrial Security Approval/Top Secret (ISA/TS) security clearance, along with any required SCI access approval. The granting or denial of an ISA/TS or SCI access approval is based on a comparison of the results of a full field background investigation and CI scope polygraph testing against the adjudicative guidelines issued pursuant to Executive Order 12968; adopted as an annex to DCID 6/4; and incorporated by reference in [redacted] (b)(3)

(d) Those contractor personnel needing access to Secret material and little or no access to Government facilities shall be required to have an Industrial Security Approval/Secret (ISA/S) security clearance. The granting or denial of an ISA/S is based on a comparison of the results of a more limited inquiry (generally National Agency Checks [NAC], Local Agency Checks [LAC], and credit checks) against the adjudicative guidelines issued pursuant to Executive Order 12968 and incorporated by reference in [redacted] (b)(3)

(e) Those contractor personnel needing unescorted access to Government facilities and who may, as a result, receive inadvertent access to classified material shall be required to have a Facility Access Approval (FAA). The granting or denial of an FAA is based on a comparison of the results of a background investigation and full scope polygraph testing against the adjudicative guidelines issued pursuant to Executive Order 12968 and incorporated by reference in [redacted] (b)(3)

(f) Four and one-half years from the cleared personnel's last background investigation, the contractor shall resubmit to the Sponsor a complete clearance package to be used to re-investigate such individuals' continued eligibility for security clearance or access approval.

(g) If portions of this work under this contract occur at Government facilities, all Sponsor regulations and procedures that relate to security management shall be adhered to by contractor personnel. In the event that the development of information or material is not clearly covered by the contract or regulations, the contractor is required to seek Government guidance regarding its handling. Any questions that the contractor or contractor personnel may have on the applicability of these requirements shall be addressed to the Contracting Officer's Security Representative.

This Page Last Modified by X

BASIC to Contract 2007*1211818*000

UNCLASSIFIED/FOR OFFICIAL USE ONLY

CONTRACT NUMBER: 2007*1211818*000

(h) Only such persons who have been authorized by the Contracting Officer or the Contracting Officer's Technical Representative shall be assigned to this work. In order to track individuals to specific contract activities, the contractor is required to maintain the following information: (1) by contract number - individuals who have worked, are currently working, or are in security processing for each contract; and (2) by individual - identify each classified contract the individual has supported. Upon Government request, this information is to be made available to the Contracting Officer, Contracting Officer's Technical Representative, or Contracting Officer's Security Representative.

(i) All contractor personnel who receive a security clearance or access approval under the terms of this contract will be required to execute an Agency specified secrecy agreement and/or nondisclosure agreement.

(j) The Contractor agrees to abide by all applicable Agency security regulations governing personnel, facilities, technical, information systems, communications, and protective programs.

This Page Last Modified by X

BASIC to Contract 2007*1211818*000

PAGE 33 OF 56

UNCLASSIFIED/FOR OFFICIAL USE ONLY

UNCLASSIFIED/FOR OFFICIAL USE ONLY

CONTRACT NUMBER: 2007*1211818*000

SECTION I - CONTRACT CLAUSES

I-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: <http://www.arnet.gov/>.

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEP 2005
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	SEP 2005
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-9	Personal Identity Verification of Contractor Personnel	NOV 2006
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records - Negotiation	JUN 1999
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data - Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 2005
52.215-21	Requirements for Cost or Pricing Data on Information Other Than Cost or Pricing Data - Modifications	OCT 1997
52.216-11	Cost Contract - No Fee (applies to CLIN 3)	APR 1984
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	SEP 2006
52.219-16	Liquidated Damages - Subcontracting Plan	JAN 1999
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action for Workers with Disabilities	JUN 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-50	Combating Trafficking in Persons	APR 2006

This Page Last Modified by X

Mod #7 to Contract 2007*1211818*000

UNCLASSIFIED/FOR OFFICIAL USE ONLY

CONTRACT NUMBER: 2007*1211818*000

52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice and Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity	APR 1984
52.227-11	Patent Rights – Retention by the Contractor	JUN 1997
52.227-14	Rights in Data – General	JUN 1987
52.227-16	Additional Data Requirements	JUN 1987
52.228-7	Insurance - Liability to Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	APR 2005
52.232-17	Interest	JUN 1996
52.232-22	Limitation of Funds	APR 1984
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt payment – Alternate I	OCT 2003
52.232-34	Payment by Electronic Funds Transfer – Other than Central Contractor Registration	MAY 1999
52.233-1	Disputes – Alternate I	JUL 2002
52.233-3	Protest after Award. (AUG 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.237-10	Identification of Uncompensated Overtime	OCT 1997
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes - Cost-Reimbursement Alternate I	AUG 1987
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification of Changes	APR 1984
52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)	MAY 2004
52.246-25	Limitation of Liability – Services	FEB 1997
52.249-6	Termination (Cost-Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
I-2	52.215-19 Notification of Ownership Changes	OCT 1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

This Page Last Modified by X

Mod #7 to Contract 2007*1211818*000

UNCLASSIFIED/FOR OFFICIAL USE ONLY

CONTRACT NUMBER: 2007*1211818*000

- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall -
- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I-3 52.216-7 Allowable Cost and Payment

DEC 2002

(a) *Invoicing.*

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) *Reimbursing costs.*

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only -

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for -

This Page Last Modified by X

Mod #7 to Contract 2007*1211818*000

UNCLASSIFIED/FOR OFFICIAL USE ONLY

CONTRACT NUMBER: 2007*1211818*000

- (A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made -
- (1) In accordance with the terms and conditions of a subcontract or invoice; and
- (2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;
- (B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;
- (C) Direct labor;
- (D) Direct travel;
- (E) Other direct in-house costs; and
- (F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and
- (iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.
- (2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless -
- (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
- (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).
- (3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.
- (4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.
- (c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.
- (d) *Final indirect cost rates.* (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.
- (2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.
- (ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

This Page Last Modified by X

Mod #7 to Contract 2007*1211818*000

UNCLASSIFIED/FOR OFFICIAL USE ONLY

CONTRACT NUMBER: 2007*1211818*000

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may --

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates -

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be -

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) *Final payment.* (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver -

This Page Last Modified by X

Mod #7 to Contract 2007*1211818*000

UNCLASSIFIED/FOR OFFICIAL USE ONLY

CONTRACT NUMBER: 2007*1211818*000

- (i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and
- (ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except -
 - (A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;
 - (B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and
 - (C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

I-4 52.217-8 Option to Extend Services**Nov 1999**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) days.

I-5 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 before the contract expires; 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 5 years.

I-6 52.222-2 Payment for Overtime Premiums**JUL 1990**

- (a) The use of overtime is authorized under this contract if the overtime premium does not exceed **\$226,000 per contract year**, or the overtime premium is paid for work -

Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

This Page Last Modified by X

Mod #7 to Contract 2007*1211818*000

UNCLASSIFIED/FOR OFFICIAL USE ONLY

CONTRACT NUMBER: 2007*1211818*000

That will result in lower overall costs to the Government.

- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall -

Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

I-7 52.244-2 Subcontracts

AUG 1998

- (a) *Definitions.* As used in this clause -

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

- (b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.
- (c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.
- (d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that -
- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds -
- (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
- (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

This Page Last Modified by X

Mod #7 to Contract 2007*1211818*000

PAGE 55a OF 56

UNCLASSIFIED/FOR OFFICIAL USE ONLY

UNCLASSIFIED/FOR OFFICIAL USE ONLY

CONTRACT NUMBER: 2007*1211818*000

- (e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

TBD

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
 - (ii) Identification of the type of subcontract to be used.
 - (iii) Identification of the proposed subcontractor.
 - (iv) The proposed subcontract price.
 - (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
 - (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
 - (vii) A negotiation memorandum reflecting -
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.
- (g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

UNCLASSIFIED/FOR OFFICIAL USE ONLY

CONTRACT NUMBER: 2007*1211818*000

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.
- (h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: **TBD.**

I-8 52.244-5 Competition in Subcontracting DEC 1996

- (a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.
- (b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protégé Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés.

I-9 52.244-6 Subcontracts for Commercial Items MAR 2007

- (a) Definitions. As used in this clause --

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

- (c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

- (i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

- (iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (SEP 2006) (38 U.S.C. 4212(a)).

This Page Last Modified by X

Mod #7 to Contract 2007*1211818*000

UNCLASSIFIED/FOR OFFICIAL USE ONLY

CONTRACT NUMBER: 2007*1211818*000

- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).
- (vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I-10 **Compliance With the Constitution and Statutes of the United States** AUG 1996 (b)(3)

Nothing in this contract shall be construed to authorize any activity in violation of the Constitution or Statutes of the United States.

I-11 **Organizational Conflicts Of Interest: General** JUL 2003 (b)(3)

- (a) The contractor warrants that, to the best of its knowledge and belief, there are no relevant facts that could give rise to Organizational Conflicts of Interest, as defined in FAR 9.501. Or, alternatively, the contractor warrants that it has disclosed all relevant information regarding any actual or potential organizational conflict of interest.
- (b) The contractor agrees that if an organizational conflict of interest with respect to this contract is discovered during its performance, an immediate and full disclosure in writing shall be made to the Contracting Officer. Such notification shall include a description of the action the contractor has taken or proposes to take to avoid, neutralize or mitigate such conflicts. The contractor shall continue performance until notified by the Contracting Officer of any contrary actions to be taken. The Government may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.
- (c) If the contractor was aware of an organizational conflict of interest before award of this contract and did not fully disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.
- (d) The contractor shall insert a clause containing all the terms and conditions of this clause in all subcontracts for work to be performed similar to the services provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the Government's rights.
- (e) Before a contract modification is made that adds new work or significantly increases the period of performance, the contractor shall agree to submit either an organizational conflict of interest disclosure or representation or an update of a previously submitted disclosure or representation, if requested by the Government.
- (f) Contractor further agrees that Government may periodically review contractor's compliance with these provisions or require such self-assessments or additional certifications as Government deems appropriate.

UNCLASSIFIED/FOR OFFICIAL USE ONLY

CONTRACT NUMBER: 2007*1211818*000

I-12



Protection Of Information

JUL 2003

(b)(3)

(a) It is the Government's intent to ensure proper handling of sensitive planning, budgetary, acquisition, and contracting information that will be provided to, or developed by, the contractor during contract performance. It is also the Government's intent to protect the proprietary rights of industrial contractors whose data the contractor may receive in fulfilling its contractual commitments hereunder.


(b) Accordingly, the contractor agrees that it will not disclose, divulge, discuss, or otherwise reveal information to anyone or any organization not authorized access to such information without the express written approval of the Contracting Officer. The contractor shall require that each of its employees assigned to work under this contract, and each subcontractor and its employees assigned to work on subcontracts issued hereunder, execute nondisclosure agreements acknowledging the above restrictions before providing them access to such information. The contractor shall also require all future company employees, subcontractors, and subcontractor employees needing similar access to such information to execute nondisclosure agreements prior to providing them access to the information identified above. The requirement for the contractor to secure nondisclosure agreements from their employees may be satisfied by having each employee sign one nondisclosure agreement as a term of their employment, and need not be accomplished separately for each individual contract for which the employee will support, unless a separate agreement is specifically requested by the Contracting Officer. The contractor will make copies of these individual agreements available to the Contracting Officer upon request. These restrictions do not apply to such information after the Government has released it to the contractor community, either in preparation for or as part of a future procurement, or through such means as dissemination at Contractor Industrial Forums.

(c) The contractor further agrees that any source documents furnished by the Government and any contractor documents developed therefrom in the performance of this contract are the sole property of the Government and will be held in the strictest confidence.

(d) If the work to be performed under this contract requires access to the proprietary data of other companies, the contractor agrees to enter into an agreement with the company that has developed this proprietary information to: (1) protect such proprietary data from unauthorized use or disclosure for as long as the information remains proprietary; and (2) refrain from using the information for any purpose other than support of the Government contract for which it was furnished. The contractor shall provide a properly executed copy of any such agreement(s) to the Contracting Officer. These restrictions are not intended to protect data furnished voluntarily without limitations on their use. Neither are they intended to protect data, available to the Government or contractor, from other sources without restriction.

(e) The contractor agrees to include in each subcontract a clause requiring compliance by the subcontractor and succeeding levels of subcontractors with the terms and conditions herein.

(f) The contractor agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of data with restrictive legends received in performance of this contract by the contractor or any person to whom the contractor has released or disclosed the data.

(g) The contractor further agrees that the Government may periodically review contractor's compliance with these provisions or require such self-assessments or additional certifications as the Government deems appropriate. The contractor is on notice that this clause supplements, but does not supersede, the contractor's obligations under paragraph (b) of clause  Organizational Conflict of Interest - General.

(b)(3)

I-13



Suspension and Debarment

AUG 2004

(b)(3)

The Agency has established suspension and debarment procedures consistent with FAR Subpart 9.4. The Agency will provide a copy of said procedures to the Contractor in the event a notice of proposed suspension or a notice of proposed debarment is issued by the Agency or upon written request to the Contracting Officer.

This Page Last Modified by X

Mod #7 to Contract 2007*1211818*000

UNCLASSIFIED/FOR OFFICIAL USE ONLY

CONTRACT NUMBER: 2007*1211818*000

I-14 Audit and Records -- Negotiation AUG 2004

(b)(3)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) *Reports.* If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating

- (1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- (2) The data reported.

(e) *Availability.* The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), and (d) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition

- (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
- (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(f) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (f), in all subcontracts under this contract that exceed the simplified acquisition threshold, and

- (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

This Page Last Modified by X

Mod #7 to Contract 2007*1211818*000

UNCLASSIFIED/FOR OFFICIAL USE ONLY

CONTRACT NUMBER: 2007*1211818*000

- (2) For which cost or pricing data are required; or
- (3) That require the subcontractor to furnish reports as discussed in paragraph (d) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

I-15

Timely Notice Of Litigation

AUG 1996

(b)(3)

(a) The Contractor hereby agrees to immediately give written notice to the Contracting Officer of any anticipated or current litigation or any litigation that may arise during the course of the performance of this contract, that involves or in any way relates to or affects any aspect of this contract, its terms or costs, pertinent subcontracts, or the Customer's relationship with the Contractor or Subcontractors. Said notice shall include all relevant information with respect thereto.

(b) The Contractor agrees to insert this requirement in any subcontract under this contract. In the event of litigation, the Subcontractor shall immediately notify its next tier Subcontractor or the Prime Contractor, as the case may be, of all relevant information with respect to such litigation.

(c) The Contracting Officer shall have access to and the right to examine any pertinent books, documents, papers and records of the Prime Contractor or Subcontractor(s) involving customer transactions related to any contract litigation.

(d) Notwithstanding the foregoing, nothing in this agreement shall constitute a waiver of either party's right in litigation, including but not limited to, the rights of attorney-client privilege, to obtain injunctive relief, and/or any rights or remedies available.

I-16

Intention to Use Consultants

AUG 1996

(b)(3)

(a) The Government intends to utilize the services of nongovernment organizations in technical, advisory and consulting roles for overall review of the activities covered by this contract. Although the consultants shall not have the right of technical direction, they shall from time to time and on a frequent basis attend technical reviews, participate in technical interchange meetings, observe national processing, witness fabrication and assembly, and monitor testing within the Contractor and Subcontractor facilities. Such consultants will be involved in providing advice to the Government concerning viability of technical approaches, utilization of acceptable procedures, value and results of tests, and other management and contractual aspects of the program. The consultants will thus require access to program-related Contractor facilities and documentation. Contractor proprietary data shall not be made available to consultants unless and until a protection agreement has been generated between the consultant and the Contractor and evidence of such agreement made available to the Government. Contractor proprietary cost and accounting data will not be available to consultant organizations.

(b) It is expressly understood that the operations of this clause will not be the basis for an equitable adjustment.

I-17

Pricing Adjustment

OCT 2003

(b)(3)

The term "pricing adjustment" as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data - Modifications," "Subcontractor Cost or Pricing Data," and "Subcontractor Cost or Pricing Data - Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.

UNCLASSIFIED/FOR OFFICIAL USE ONLY

CONTRACT NUMBER: 2007*1211818*000

I-18 Equal Employment Opportunity

JAN 2004

(b)(3)

(a) The Contractor shall comply with all applicable Federal and State equal employment opportunity laws and regulations and Agency policies and practices with respect to equal employment opportunity and a harassment-free workplace whenever work is being performed on federal property.

(b) If either the Contracting Officer or a designated representative of the Agency's Office of Equal Employment Opportunity provides the Contractor notice of noncompliance with the applicable statutory or regulatory requirements which are enumerated in paragraph (a), the Contractor, at no cost to the Government, shall promptly take appropriate action. A copy of any documentation shall be provided to the designated representative of the Agency's Office of Equal Employment Opportunity. If the Contractor fails or refuses to promptly take appropriate action, the Contracting Officer may issue an order stopping all or part of the work until such appropriate action is taken.

(c) Nothing in this clause shall relieve the Contractor from full performance of the requirements of this contract, nor shall it provide the basis for any claims against the Government.

(d) The Contractor shall provide oral notification within two business days and written notification within five business days to the Contracting Officer of the Contractor's receipt of a claim made by a Contractor employee alleging any violation of an equal employment opportunity requirement connected to performance of this contract or connected to activities occurring on Federal property.

(e) The Government may elect to conduct an investigation surrounding the claim if it is potentially a joint employer under EEOC Notice 915.002. In all such instances, the Contractor shall cooperate with the Government's investigation. In accordance with applicable law and to the extent possible, the Government shall treat all information obtained from the investigation as information proprietary to the Contractor.

(f) The Contractor's noncompliance with the provisions of this clause may be grounds for termination under the default provisions of this contract.

(g) The Contractor shall insert this clause, including this paragraph (g) in all subcontracts, with appropriate changes in the designation of the parties. The prime contractor shall provide the Contracting Officer with a copy of all notifications made pursuant to the provisions of this clause.

I-19 Contract Work Hours and Safety Standards Act-Overtime Compensation

JAN 2004

(b)(3)

(a) *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Agency contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

This Page Last Modified by X

Mod #7 to Contract 2007*1211818*000

UNCLASSIFIED/FOR OFFICIAL USE ONLY

CONTRACT NUMBER: 2007*1211818*000

(d) *Payrolls and basic records.*

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer to interview employees in the workplace during working hours.

(e) *Subcontracts.* The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

I-20



Workplace Health and Safety

JAN 2004

(b)(3)

(a) The Contractor shall comply with the Occupational Safety and Health Act (OSHA) of 1970 (29 U.S.C. Section 651 et seq.) and regulations promulgated thereunder including, but not limited to, the standards issued by the Secretary of Labor at Part 1926 and Part 1910 of Title 29 of the Code of Federal Regulations. The Contractor shall also comply with all applicable state occupational safety and health laws and regulations. Noncompliance shall be grounds for termination of this contract in accordance with its default provisions.

(b) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition that poses a serious or imminent danger to health or safety, the Contracting Officer, or the authorized representative of the Contracting Officer, shall notify the Contractor orally, with written confirmation from the Contracting Officer, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the worksite, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until the Contractor takes satisfactory corrective action. The Contracting Officer or the authorized representative of the Contracting Officer may inform the Occupational Safety and Health Administration (OSHA), or other cognizant federal, state, or local officials, of such notification. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(c) The Contractor shall insert this clause, including this paragraph (c) in all subcontracts, with appropriate changes in the designation of the parties. The prime contractor shall provide the Contracting Officer with a copy of all notifications made by the prime contractor to a subcontractor pursuant to paragraph (b) of this clause.

I-21



Accident Reporting

JAN 2004

(b)(3)

(a) The Contractor shall provide oral notification to the Contracting Officer or the authorized representative of the Contracting Officer when an accident occurs on Federal property in connection with performance of this contract. Notification must be given not later than twenty-four (24) hours after the accident occurs.

UNCLASSIFIED/FOR OFFICIAL USE ONLY

CONTRACT NUMBER: 2007*1211818*000

(b) When requested by the Contracting Officer or the authorized representative of the Contracting Officer, the Contractor shall conduct an investigation of the accident and shall prepare a report that identifies all pertinent facts related to the accident. The report shall include, but not be limited to, the underlying cause(s) of the accident and the actions the Contractor shall take to prevent the recurrence of similar accidents. The Contractor shall submit the report to the Contracting Officer or the authorized representative of the Contracting Officer not later than fourteen (14) calendar days from the date the accident occurs.

(c) The Government may elect to conduct an investigation of the accident with the assistance of the Contractor.

(d) Compliance with the provisions of this clause shall not entitle the Contractor to an equitable adjustment in contract price or to an extension of performance schedule.

(e) The Contractor shall incorporate this clause, including this paragraph (e), in all subcontracts, with appropriate changes in the designation of the parties.

I-22 Tax Audits JAN 2004 (b)(3)

If federal, state, or local tax officials request access to information under this contract, the contractor shall immediately notify the Contracting Officer. The contractor shall also request that the tax officials identify, in writing, the specific information sought for review and shall forward the response and any related documentation to the Contracting Officer. Failure to provide notice to the Contracting Officer may be grounds for denying a cost/price adjustment for the resulting tax liability, if an adjustment is otherwise authorized by law and the terms of this contract.

I-23 Independent Review of Agency Protests JAN 2004 (b)(3)

An independent review of protests to the agency, as defined in FAR 33.103(d)(4), is available as an alternative to consideration by the Contracting Officer. Requests for an independent review shall be submitted directly to the Contracting Officer, along with the protest.

I-24 Contractor Personnel Supervision DEC 2001 (b)(3)

The Contractor's personnel shall at all times be considered and recognized as employees of the Contractor and under the Contractor's control. In order to ensure that the services defined in the Statement of Work are satisfactorily performed, the Contracting Officer, or designee, shall issue directions and requirements concerning the work to the designated supervisory personnel of the Contractor who shall, in turn, ensure that the requested services are performed in a manner satisfactory to such Contracting Officer or designee.

I-25 Agency Alternate to FAR Clause 52.245-5 MAR 2004 (b)(3)

(a) FAR Clause 52.245-5, Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) is modified only as indicated below:

(g)(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract with the exception of low-value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of -

(b) All other parts of FAR clause 52.245-5 remain unchanged.

UNCLASSIFIED/FOR OFFICIAL USE ONLY**CONTRACT NUMBER: 2007*1211818*000****I-26****Clauses Requiring Access by Other Government Entities****JUL 2003****(b)(3)**

Several clauses in this contract require reporting to other Federal agencies or access by other Federal agencies to the Contractor's records for compliance determinations or other reviews. If any such reporting, compliance determination, or review involves this contract, the Contractor shall obtain the Contracting Officer's written permission or guidance before participating.

I-26**Agency Vehicle and Related Services Cost Reimbursement JUN 2006****(b)(3)**

(a) The Contracting Officer authorizes the Contractor to utilize an Agency vehicle in the performance of this contract. "Agency vehicles" means Agency owned vehicles, or Interagency Fleet Management System (IFMS) vehicles that the Agency leases. Authorization is contingent upon the Contractor's compliance with the provisions of this clause.

(b) The Government reserves the right to deny, suspend, or revoke the Contractor's privilege of operating a Government vehicle.

(c) Contractor assumes the liability risk resulting directly or indirectly from the Contractor's use of Agency owned or leased vehicles, including but not limited to damage to Contractor property, or property of a third party; the risk of injury to any Contractor employee, Government employee or third party; or any moving violation or other violation involving the use of the Government vehicle. Contractor shall indemnify and hold the Government harmless for any and all loss connected to or arising from the Contractor's use of the Government vehicle.

(d) The Contractor shall not be responsible for loss or damage to Agency vehicles, except for loss or damage caused by the willful misconduct or a lack of good faith on the part of the Contractor's personnel.

(e) The Contractor shall provide and maintain insurance covering its liabilities under paragraphs (b) and (c) of this clause in amounts of at least \$200,000 per person and \$500,000 per occurrence for death or bodily injury and \$20,000 per occurrence for property damage or loss.

(f) The Contractor shall be reimbursed for the portion of its insurance properly allocable to this contract within the limits set forth in paragraph (e) of this clause.

(g) Contractor shall provide the Contracting Officer or the Contracting Officer's authorized representative with oral notification of an accident or damage to the Government vehicle not later than 24 hours of the occurrence. Contractor shall follow up with written notice, detailing the incident, not later than 5 calendar days. Contractor will cooperate with any investigation the Government may undertake.

(h) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (g) of this clause in subcontracts where use of Agency vehicles is contemplated. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (g) of this clause.

#	Desc
3	Log
3	Fin
3	Sec

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CONTRACT NUMBER: 2007*1211818*000

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT	DESCRIPTION
1	PYRAMID STATEMENT OF WORK
2	AWARD FEE PLAN
3	
4	CONTRACTOR PERSONNEL SUMMARY LIST
5	ELECTRONIC FUNDS TRANSFER INFORMATION
6	KEY MANAGEMENT PERSONNEL LIST
7	PAST PERFORMANCE QUESTIONNAIRE
8	PERSONAL QUALIFICATIONS AND SKILLS MATRIX
9a	STANDARD FORM 328 - CERTIFICATE PERTAINING TO FOREIGN INTERESTS
9b	STANDARD FORM 328 INSTRUCTIONS - CERTIFICATE PERTAINING TO FOREIGN INTERESTS
10	SUBCONTRACTOR NOTIFICATION FORM
11	COST TEMPLATE
12	WORK BREAKDOWN STRUCTURE
13	OPTION FOR INCREASED QUANTITY LABOR RATES
14	OCONUS TRAVEL CLAUSES

(b)(3)