

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ▶	RATING N/A	PAGE OF PAGES 1 48
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2. CONTRACT (Proc. Inst. Ident.) NO. 2010*0514416*000	3. EFFECTIVE DATE 17 February 2010	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 605310770048-0
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5. ISSUED BY C/O/IMS Contracts Washington, DC 20505	6. ADMINISTERED BY (If other than Item 5) For any questions, please call (b)(3)
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Raytheon Systems Company 205 Van Buren Street Suite 300 Herndon, VA 20170	8. DELIVERY <input checked="" type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN

11. SHIP TO/MARK FOR	12. PAYMENT WILL BE MADE BY See contract clause G-3 (page 18)
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	14. ACCOUNTING AND APPROPRIATION DATA
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	See Section B				

15G. TOTAL AMOUNT OF CONTRACT ▶

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number RFP 2008-T0024 , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19. NAME AND TITLE OF SIGNED (Contractor) CONTRACTS MANAGER	20A. NAME OF CONTRACTING OFFICER (b)(3) (b)(6)
19C. DATE SIGNED 2/17/10	20C. DATE SIGNED 16 February 2010

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SECTION A - SOLICITATION/CONTRACT FORM

A.1 152.204-721 Use of Facsimile Signatures (JUN 2002)

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.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 152.216-748 Type of Contract and Consideration (CPAF-LOET) (JUL 2007)

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

This contract will be comprised of two CLINs. CLIN 01 is for CDC tasks and other IMS tasks. CLIN 02 is for Presidential Libraries, RAC and OGA tasks (see SOW, Attachment A, SIRR Staffing Matrix.)

Base Period:			
CLIN 01		CLIN 02	
Estimated Cost:		Estimated Cost:	
Base Fee:		Base Fee:	
Maximum Award Fee:		Maximum Award Fee:	
Total Estimated CPAF:		Total Estimated CPAF:	
Total Base Period			

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 152.216-748
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Option Period One:			
CLIN 01		CLIN 02	
Estimated Cost:		Estimated Cost:	
Base Fee:		Base Fee:	
Maximum Award Fee:		Maximum Award Fee:	
Total Estimated CPAF:		Total Estimated CPAF:	
Total Option One Period			

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Option Period Two:			
CLIN 01		CLIN 02	
Estimated Cost:		Estimated Cost:	
Base Fee:		Base Fee:	
Maximum Award Fee:		Maximum Award Fee:	
Total Estimated CPAF:		Total Estimated CPAF:	
Total Option Two Period			

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Option Period Three:			
CLIN 01		CLIN 02	
Estimated Cost:		Estimated Cost:	
Base Fee:		Base Fee:	
Maximum Award Fee:		Maximum Award Fee:	
Total Estimated CPAF:		Total Estimated CPAF:	
Total Option Three Period			

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Option Period Four:			
CLIN 01		CLIN 02	
Estimated Cost:		Estimated Cost:	
Base Fee:		Base Fee:	
Maximum Award Fee:		Maximum Award Fee:	
Total Estimated CPAF:		Total Estimated CPAF:	
Total Option Four Period			

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Summary of Total Cost for Base Plus All Options:			
CLIN 01		CLIN 02	
Estimated Cost:		Estimated Cost:	
Base Fee:		Base Fee:	
Maximum Award Fee:		Maximum Award Fee:	
Total Estimated CPAF:		Total Estimated CPAF:	
Total of All Periods			

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(b) Award fee shall be available for consideration of payment under the terms of the "Award Fee Provisions" set forth under Attachment 3 of this contract. The availability of maximum award fee dollars, with respect to the evaluation periods, is as follows:

Period No.	Dates	Award Fee Available	Award Fee Earned
1	17 February 2010-6 August 2010 (Base)		\$ TBD
2	7 August 2010-16 February 2011 (Base)		\$ TBD
Total			

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(c) A provisional/interim fee payment, equivalent to [] 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".

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

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

(1) The level-of-effort required for the **base period** is a minimum of [] labor hours and a maximum of [] labor hours. The estimated composition of the total labor hours for the base period is as follows:

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BASE YEAR	02/17/10-02/16/11		BASE YEAR	02/17/10-02/16/11
CLIN 01			CLIN 02	
Labor Category	Direct Labor Hours		Labor Category	Direct Labor Hours
Expert Reviewer			Expert Reviewer	
Reviewer			Reviewer	
AARC Site Mgr			USAF Lead Reviewer	
Scanning Center Site Mgr			Specialist	
ENGR. & OPS Support Manager			Tech Level 1	
CDC Guidance Coordinator				
CDC QA Mgr				
Operations Mgr				
Program Mgr				
Specialist				
Tech Level 1				
Tech Level 2				
Total	[]		Total	[]
Total Base Year	[]			[]

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

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Option Yr 1	02/17/11-02/16/12		Option Yr 1	02/17/11-02/16/12		
CLIN 01			CLIN 02			
Labor Category	Direct Labor Hours		Labor Category	Direct Labor Hours		
Expert Reviewer	[REDACTED]		Expert Reviewer	[REDACTED]		
Reviewer			Reviewer			
AARC Site Mgr			USAF Lead Reviewer			
Scanning Center Site Mgr			Specialist			
ENGR. & OPS Support Manager			Tech Level 1			
CDC Guidance Coordinator						
CDC QA Mgr						
Operations Mgr						
Program Mgr						
Specialist						
Tech Level 1						
Tech Level 2						
Total					Total	[REDACTED]
Total Base Year						

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(3) The level-of-effort required for the **second option period** is a minimum of [REDACTED] labor hours and a maximum of [REDACTED] labor hours. The estimated composition of the total labor hours for the second option period is as follows:

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Option Yr 2	02/17/12-02/16/13		Option Yr 2	02/17/12-02/16/13
CLIN 01			CLIN 02	
Labor Category	Direct Labor Hours		Labor Category	Direct Labor Hours
Expert Reviewer	[REDACTED]		Expert Reviewer	[REDACTED]
Reviewer			Reviewer	
AARC Site Mgr			USAF Lead Reviewer	
Scanning Center Site Mgr			Specialist	
ENGR. & OPS Support Manager			Tech Level 1	
CDC Guidance Coordinator				

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Option Yr 2	02/17/12-02/16/13		Option Yr 2	02/17/12-02/16/13
CLIN 01			CLIN 02	
Labor Category	Direct Labor Hours		Labor Category	Direct Labor Hours
CDC QA Mgr				
Operations Mgr				
Program Mgr				
Specialist				
Tech Level 1				
Tech Level 2				
Total			Total	
Total Base Year				

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

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[Handwritten signature]

Option Yr 3	02/17/13-02/16/14		Option Yr 3	02/17/13-02/16/14
CLIN 01			CLIN 02	
Labor Category	Direct Labor Hours		Labor Category	Direct Labor Hours
Expert Reviewer			Expert Reviewer	
Reviewer			Reviewer	
AARC Site Mgr			USAF Lead Reviewer	
Scanning Center Site Mgr			Specialist	
ENGR. & OPS Support Manager			Tech Level 1	
CDC Guidance Coordinator				
CDC QA Mgr				
Operations Mgr				
Program Mgr				
Specialist				
Tech Level 1				
Tech Level 2				
Total			Total	
Total Base Year				

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

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Option Yr 4	02/17/14-02/16/15		Option Yr 4	02/17/14-02/16/15
CLIN 01			CLIN 02	
Labor Category	Direct Labor Hours		Labor Category	Direct Labor Hours
Expert Reviewer			Expert Reviewer	
Reviewer			Reviewer	
AARC Site Mgr			USAF Lead Reviewer	
Scanning Center Site Mgr			Specialist	
ENGR. & OPS Support Manager			Tech Level 1	
CDC Guidance Coordinator				
CDC QA Mgr				
Operations Mgr				
Program Mgr				
Specialist				
Tech Level 1				
Tech Level 2				
Total			Total	
Total Base Year				

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(6) The summary of level-of-effort required for the **Base plus all option periods** is a minimum of [] labor hours and a maximum of [] labor hours. The estimated composition of the total labor hours for the entire contract is as follows:

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Base Plus all options	02/17/10-02/16/15		Base Plus all options	02/17/10-02/16/15
CLIN 01			CLIN 02	
Labor Category	Direct Labor Hours		Labor Category	Direct Labor Hours
Expert Reviewer			Expert Reviewer	
Reviewer			Reviewer	
AARC Site Mgr			USAF Lead Reviewer	
Scanning Center Site Mgr			Specialist	
ENGR. & OPS Support Manager			Tech Level 1	

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Base Plus all options	02/17/10-02/16/15		Base Plus all options	02/17/10-02/16/15	
CLIN 01			CLIN 02		
Labor Category	Direct Labor Hours		Labor Category	Direct Labor Hours	
CDC Guidance Coordinator					
CDC QA Mgr					
Operations Mgr					
Program Mgr					
Specialist					
Tech Level 1					
Tech Level 2					
Total			Total		
Total Base Year					

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(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

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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.2 152.216-750 Incorporation of Award Fee Plan (OCT 2003)

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.3 Option For Increased Quantity - Direct Hours (Cost Reimbursement) (JUL 2009)

(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 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.

Base Year: 17 February 2010 to 16 February 2011

Base Year					
		CLIN 01		CLIN 02	
Labor Category	Estimate Cost/Hr.	Fee/ Hr	Labor Category	Estimate Cost/Hr.	Fee/ Hr
SIRR ARRC Site Mgr.			SIRR ARRC Site Mgr.		
SIRR Agency Scanning Center Site Mgr			SIRR Agency Scanning Center Site Mgr		
SIRR Operations Mgr.			SIRR Operations Mgr.		
SIRR Program Mgr.			SIRR Program Mgr.		
SIRR USAF Lead Reviewer			SIRR USAF Lead Reviewer		

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Base Year	CLIN 01			CLIN 02	
Labor Category	Estimate Cost/Hr	Fee/ Hr	Labor Category	Estimate Cost/Hr.	Fee/ Hr
SIRR CDC Guidance Coordinator			SIRR CDC Guidance Coordinator		
SIRR CDC Quality Assurance Mgr.			SIRR CDC Quality Assurance Mgr.		
SIRR ASC Engineering & Ops. Support Mgr.			SIRR ASC Engineering & Ops. Support Mgr.		
Expert Reviewer			Expert Reviewer		
Reviewer			Reviewer		
Tech I			Tech I		
Tech II			Tech II		
Specialist			Specialist		

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Option within Option Year 1: 17 February 2011 - 16 February 2012

	Option	within	Option Year 1		
	CLIN 01			CLIN 02	
Labor Category	Estimate Cost/Hr.	Fee/ Hr	Labor Category	Estimate Cost/Hr.	Fee/ Hr
SIRR ARRC Site Mgr.			SIRR ARRC Site Mgr.		
SIRR Agency Scanning Center Site Mgr			SIRR Agency Scanning Center Site Mgr		
SIRR Operations Mgr.			SIRR Operations Mgr.		
SIRR Program Mgr.			SIRR Program Mgr.		
SIRR USAF Lead Reviewer			SIRR USAF Lead Reviewer		
SIRR CDC Guidance Coordinator			SIRR CDC Guidance Coordinator		

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Option Yr. 1	CLIN 01			CLIN 02	
Labor Category	Estimate Cost/Hr	Fee/ Hr	Labor Category	Estimate Cost/Hr	Fee/ Hr
SIRR CDC Quality Assurance Mgr.			SIRR CDC Quality Assurance Mgr.		
SIRR ASC Engineering & Ops. Support Mgr.			SIRR ASC Engineering & Ops. Support Mgr.		
Expert Reviewer			Expert Reviewer		
Reviewer			Reviewer		
Tech I			Tech I		
Tech II			Tech II		
Specialist			Specialist		

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Option within Option Year 2: 17 February 2012 - 16 February 2013

	Option	within	Option Year 2		
	CLIN 01			CLIN 02	
Labor Category	Estimate Cost/Hr.	Fee/ Hr	Labor Category	Estimate Cost/ Hr.	Fee/ Hr
SIRR ARRC Site Mgr.			SIRR ARRC Site Mgr.		
SIRR Agency Scanning Center Site Mgr			SIRR Agency Scanning Center Site Mgr		
SIRR Operations Mgr.			SIRR Operations Mgr.		
SIRR Program Mgr.			SIRR Program Mgr.		
SIRR USAF Lead Reviewer			SIRR USAF Lead Reviewer		
SIRR CDC Guidance Coordinator			SIRR CDC Guidance Coordinator		
SIRR CDC Quality Assurance Mgr.			SIRR CDC Quality Assurance Mgr.		

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Option Yr. 2	CLIN 01		CLIN 02		
Labor Category	Estimate Cost/Hr.	Fee/ Hr	Labor Category	Estimate Cost/ Hr.	Fee/ Hr
SIRR ASC Engineering & Ops. Support Mgr.			SIRR ASC Engineering & Ops. Support Mgr.		
Expert Reviewer			Expert Reviewer		
Reviewer			Reviewer		
Tech I			Tech I		
Tech II			Tech II		
Specialist			Specialist		

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Option within Option Year 3: 17 February 2013 - 16 February 2014

	Option	within	Option Year 3		
	CLIN 01			CLIN 02	
Labor Category	Estimate Cost/Hr.	Fee/ Hr	Labor Category	Estimate Cost/Hr.	Fee/ Hr
SIRR ARRC Site Mgr.			SIRR ARRC Site Mgr.		
SIRR Agency Scanning Center Site Mgr			SIRR Agency Scanning Center Site Mgr		
SIRR Operations Mgr.			SIRR Operations Mgr.		
SIRR Program Mgr.			SIRR Program Mgr.		
SIRR USAF Lead Reviewer			SIRR USAF Lead Reviewer		
SIRR CDC Guidance Coordinator			SIRR CDC Guidance Coordinator		
SIRR CDC Quality Assurance Mgr.			SIRR CDC Quality Assurance Mgr.		

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Option Year 3	CLIN 01		CLIN 02		
Labor Category	Estimate Cost/Hr.	Fee/ Hr	Labor Category	Estimate Cost/Hr.	Fee/ Hr
SIRR ASC Engineering & Ops. Support Mgr.			SIRR ASC Engineering & Ops. Support Mgr.		
Expert Reviewer			Expert Reviewer		
Reviewer			Reviewer		
Tech I			Tech I		
Tech II			Tech II		
Specialist			Specialist		

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Option within Option Year 4: 17 February 2014 - 16 February 2015

	Option	within	Option Year 4		
	CLIN 01			CLIN 02	
Labor Category	Estimate Cost/Hr.	Fee/ Hr	Labor Category	Estimate Cost/ Hr.	Fee/ Hr
SIRR ARRC Site Mgr.			SIRR ARRC Site Mgr.		
SIRR Agency Scanning Center Site Mgr			SIRR Agency Scanning Center Site Mgr		
SIRR Operations Mgr.			SIRR Operations Mgr.		
SIRR Program Mgr.			SIRR Program Mgr.		
SIRR USAF Lead Reviewer			SIRR USAF Lead Reviewer		
SIRR CDC Guidance Coordinator			SIRR CDC Guidance Coordinator		
SIRR CDC Quality Assurance Mgr.			SIRR CDC Quality Assurance Mgr.		
SIRR ASC Engineering & Ops. Support Mgr.			SIRR ASC Engineering & Ops. Support Mgr.		

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Option Year 4	CLIN 01			CLIN 02	
Labor Category	Estimate Cost/Hr.	Fee/ Hr	Labor Category	Estimate Cost/ Hr.	Fee/ Hr
Expert Reviewer			Expert Reviewer		
Reviewer			Reviewer		
Tech I			Tech I		
Tech II			Tech II		
Specialist			Specialist		

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(c) The number of direct labor hours that may be increased under this clause is not to exceed 100% of the negotiated level-of-effort (LOE) as stated in the base contract or in each negotiated option period. However, the LOE increase must be accomplished within the period of performance when the option is exercised.

B.4 152.216-779 Scope of Contract (Cost-Reimbursement, Level-of-Effort Term) (OCT 2003)

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, travel, facilities, and materials (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 **duplicate** copies of the contract status report;

B.5 152.232-724 Allotted Contract Funding (JAN 2004)

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:

Allotted:
 Period: 17 Feb 2010 - 31 July 2010

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 152.211-701 Statement of Work (OCT 2003)

The Sponsor's Statement of Work entitled "Support for Information Review and Release, dated 2 May 2008", which is incorporated by reference or attached hereto, is made a part of this contract.

SECTION D - PACKAGING AND MARKING

*** Not applicable to this contract ***

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/these address(es): www.arnet.gov/far

52.246-5 Inspection of Services - Cost-Reimbursement. APR 1984

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/these address(es): www.arnet.gov/far

52.242-15 Stop-Work Order. AUG 1989

F.2 152.211-704 Late Delivery (AUG 1996)

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.3 152.211-705 Period of Performance (AUG 1996)

The period of performance of this contract shall be from 17 February 2010 to 16 February 2011 with four one year option periods as follows:

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Option Year 1	17 February 2011 - 16 February 2012
Option Year 2	17 February 2012 - 16 February 2013
Option Year 3	17 February 2013 - 16 February 2014
Option Year 4	17 February 2014 - 16 February 2015

F.4 152.216-766 Periodic Level-Of-Effort Certification (JUL 2007)

(a) Within 60 days of completion of the base period and each subsequent option period, the Contractor shall submit to the Contracting Officer a brief certified statement of the labor hours actually expended in performance of the contract for the period.

(b) The certified statement shall include the total number of hours expended supported with a breakdown of hours by labor category.

F.5 152.242-708 Contract Status Report (JUL 2009)

(a) Monthly contract status reports shall be submitted in **duplicate** copies to the Contracting Officer not later than 15 calendar days after the close of the invoice/billing cycle period covered by the report. Such report shall be in the format as provided in the attached Monthly Contract Status Report exemplar. Failure to submit this report will result in delay in payment of invoices.

(b) The Monthly Contract Status Report for this contract will consist of the following template sections:

- Contract Summary
- Program Actuals
- Financial/Hourly Summary

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SECTION G - CONTRACT ADMINISTRATION DATA

G.1 152.204-717 Settlement - Cost Type Contracts (MAR 2009)

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

- (a) Electronic Funds Transfer Information (EFT) - The submission of this information is required to keep our payment database current. (One copy required)
- (b) Final Property Closeout Statement (Government Furnished Property (GFP) and Contractor Acquired Property (CAP) (One copy required)
- (c) Final Patent and Royalty Statement (in accordance with FAR 52.227-11 or 52.227-13, as appropriate) (One copy required)
- (d) Final Level-of-Effort Certification (For LOE type contracts) (One copy required)
- (e) Final Cleared Personnel Certification Report (If contract required security clearances) (Submit in accordance with contract clause 152.204-729)
- (f) Final Invoice or Voucher (also referred to as Final Cumulative Claim and Reconciliation [FCCR]). Once final annual indirect cost rates have been established, the Contractor shall submit a "FINAL" invoice or voucher. If final annual indirect cost rates have not been established and the parties have agreed to use negotiated quick-close rates, the 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), (d), and Contracting Officer's copy of (e) shall be mailed, postage prepaid, to the Contracting Officer at the address on page 1 of this contract.

One complete set of closeout documentation (a), (b), (c), (d), and (f) shall be mailed, postage prepaid, to:

Unclassified Address
Contract Settlement
[Redacted]
Washington, DC 20505
[Redacted]

(b)(3)

(b)(3)

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

G.2 152.232-719 - Submission of Invoices (JAN 2004)

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.

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G.3 152.232-722 Electronic Submission Of Payment Requests (OCT 2009)

(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 (d) and (f) 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) Invoice Line Item Descriptions must not include any sensitive and/or classified information, nor identify the Sponsor or any of its facilities. Any invoice including such information will not be considered a proper invoice in accordance with the Prompt Payment Act and shall be rejected. Further, the submission of such an invoice may be considered a security incident. Any questions concerning this matter should be directed to the Contracting Officer.

(d) 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.

(e) 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.

(f) 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.4 152.242-701 Authority and Designation of a Contracting Officer's Technical Representative (COTR) (OCT 2008)

(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

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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) If an Associate COTR (ACOTR) or a Government Task Manager (GTM) is designated by this clause, the ACOTR will assist the COTR in his/her responsibilities and will function as the technical representative of the Contracting Officer in the absence of the COTR. The GTM will assist the COTR in performing his/her responsibilities for a specific task(s). However, the COTR remains ultimately responsible for the technical performance of the contract.

(c) Designation: The individual(s) identified below is/are 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:

Name Telephone No.

COTR:

(b)(3)

(d) 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 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.5 152.242-718 Novation/Change-of-Name Notification Requirement (MAR 2009)

(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:

Office of Contracts

(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.

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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.6 152.242-719 Maintaining Locator Information (APR 2008)

(a) 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 update the required information in the Sponsor's LOCATOR database on the Agency Data Services Network (ADSN) or successor systems. The Contractor shall inform each affected Prime Contractor and Subcontractor employee of the provisions of this clause and shall take reasonable steps to ensure the information described in this clause is updated, complete, and accurate.

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

(1) Individuals, who are given access to the ADSN, shall input and update their own information.

(2) In the event that an individual(s) does not have access to the ADSN, the information shall be provided by the Prime Contractor and Subcontractor employee(s), in writing, to the Contracting Officer's Technical Representative (COTR) for input into the database by the COTR.

(c) Minimum information to be input and updated in LOCATOR:

(1) Full name;

(2) Non-secure and secure work phone numbers;

(3) Primary assigned organization, building, floor, office room number;

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(4) Name and non-secure phone number of contract COTR as "Agency Government Contact;"

(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; and,

(7) Full name, street address, and telephone number of a personal emergency point-of-contact as designated by the individual.

(d) The Prime Contractor shall also maintain, at its facility, the information described in this clause for each Prime Contractor and Subcontractor employee assigned to perform duties under this contract at the Sponsor's facilities.

(e) In accordance with applicable law, Sponsor will maintain and use the information provided to it pursuant to this clause to facilitate emergency planning, emergency response, and the conduct of Government business at Sponsor facilities. Sponsor reserves the right to exclude or remove any employee of the Contractor or of a subcontractor for failure to provide the information described in this clause. Exclusion or removal 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 Sponsor.

(f) The Contractor agrees to incorporate the substance of this clause, including this paragraph (f), in all subcontracts under this contract when Subcontractor employees will perform duties under this contract at the Sponsor's facility.

G.7. 152.242-720 Maintaining Contact Information (APR 2008)

(a) The Prime Contractor shall maintain, and provide to Sponsor upon request, the information in paragraph (b) on all Prime Contractor employees and all Subcontractor employees, if any, who work in the Sponsor's facility during the performance of this contract on a regular or recurring basis. The Contractor shall inform each affected Prime Contractor and Subcontractor employee of the provisions of this clause and shall take reasonable steps to ensure the information described in this clause is updated, complete, and accurate.

(b) Minimum information to be maintained:

(1) Full name;

(2) Non-secure and secure work phone numbers;

(3) Primary assigned organization, building, floor, office room number;

(4) Name and non-secure phone number of contract COTR as "Agency Government Contact;"

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(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; and,

(7) Full name, street address, and telephone number of a personal emergency point-of-contact as designated by the individual.

(c) The Prime Contractor shall maintain, at both the Sponsor's facility and its own facility, copies of the information described in this clause for each Prime Contractor and Subcontractor employee assigned to perform duties under this contract at the Sponsor's facility.

(d) The Prime Contractor shall designate primary and alternate points of contact to respond to Sponsor requests for information under this clause. The Prime Contractor shall inform the Contracting Officer's Technical Representative (COTR), in writing, of the names and telephone numbers of the Prime Contractor employees serving as the primary and alternate points of contact assigned to the Sponsor facility where work will be performed under this contract and those not assigned to the same Sponsor facility where this contract will be performed.

(e) In accordance with applicable law, Sponsor will maintain and use the information provided to it pursuant to this clause to facilitate emergency planning, emergency response, and the conduct of Government business at Sponsor facilities. Sponsor reserves the right to exclude or remove any employee of the Contractor or of a subcontractor for failure to provide the information described by this clause. Exclusion or removal 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 Sponsor.

(f) The Contractor agrees to incorporate the substance of this clause, including this paragraph (f), in all subcontracts under this contract when Subcontractor employees will perform duties under this contract at the Sponsor's facility.

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 152.203-701 Fraud, Waste, and Abuse, and Other Matters of Urgent Concern - Unclassified Association (APR 2009)

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, or wishes to report an "urgent concern" to Congress, should contact the Office of Inspector General, Investigations Staff, at phone number [redacted]. The term "urgent concern" means: (a) a serious or flagrant problem, abuse, violation of law or Executive Order, or deficiency relating to the funding, administration, or operations of an intelligence activity involving classified information; (b) any false statement made to Congress, or willful withholding from Congress, on an issue of material fact relating to the funding, administration, or operations of an intelligence activity involving classified information; or (c) an action constituting reprisal or threat of reprisal in response to any person reporting an urgent concern pursuant to this provisions.

(b)(3)

H.2 152.204-700 Security Requirements - Contract Classification (JUL 1997)

The association of the Sponsor with the Contractor is classified **UNCLASSIFIED**. The work to be performed is classified **TOP SECRET**, reports are classified **TOP SECRET**, and hardware is classified **UNCLASSIFIED**. This classified information shall be divulged only on a need to know basis, and then only to those who have been authorized in writing by the Contracting Officer. Correspondence originated by the contractor and/or data to be submitted, the contents of which contain classified information shall be stamped by you with the **appropriate** classification.

[X] CDCG attached (check if applicable).

The attached CONTRACT DATA CLASSIFICATION GUIDE (CDCG) is incorporated into this contract. The CDCG is not all inclusive, but serves as a guide in connection with Contractor handling of classified materials.

H.3 152.204-701 Security Requirements - General (Dec 2006)

(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 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

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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.

(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 90 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 CDCG.); Derived From: (Use the

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classification guidance from the CDCG, i.e., 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.

(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.4 152.204-702 Security Requirements - Clearances (AUG 2005)

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

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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. **(Note: Contractor personnel supporting the Air Force under this contract require a Permanent DoD Top Secret clearance only).** 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] (b)(3)

[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.

(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

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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.

H.5 152.204-703 Non-Publicity (DEC 2003)

(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.6 152.204-704 Request for Clause Waiver Due to Security Requirements (JUL 1997)

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.7 152.204-705 Foreign Ownership, Control, or Influence (JUL 2009)

(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

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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, and a Key Management Personnel List (KMPL) with their proposal or prior to contract performance, as appropriate. All SF328s and KMPLs shall be executed at the parent level of an organization. However, the Government reserves the right to request a separate SF328 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 SF328 from all Subcontractors undertaking classified work under the direction and control. Offerors are responsible for the thoroughness and completeness of each Subcontractor's SF328 submission. SF328 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, which identifies senior management by name, position, social security number, date/place of birth, and citizenship status, must be submitted with each SF328.

(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 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.8 152.204-706 Security Requirements - Software Certification (JUN 1998)

(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,

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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.9 152.204-710 Security Requirements - Program (SEP 2002)

The Contractor shall maintain an overall Security Program in accordance with the requirements of the *National Industrial Security Program Operating Manual (NISPOM)*, dated February 2006 which is hereby incorporated by reference and made a part hereof. All automated information systems utilized to process project information will be operated in accordance with the requirements of the *National Industrial Security Program Operating Manual Supplement* dated February 1995, its successor documents; or Director of Central Intelligence Directive (DCID) 6/3. Revisions to these documents, when published, will be provided to the Contractor and will become a part hereof upon such issuance.

H.10 152.204-711 Security Requirements - Servicing Agency Information Systems (MAY 2004)

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

(b)(3)

H.11 152.204-712 Personal Conduct (JUL 1997)

(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.

(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.

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H.12 152.204-719 Notification of Issuance of Classified Subcontracts (JAN 2006)

(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". 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 152.204-705 of this contract. Such notice shall be provided to the Contracting Officer within 14 days of entering into such subcontracts.

(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.13 152.204-722 Reporting and Training Requirements for ISSA/TS Approved Contractor Personnel (MAY 2007)

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

[Redacted]

(b)(3)

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

[Redacted]

(b)(3)

(d) Outside Activities. All contractors must report participation in outside activities as defined in

[Redacted]

(b)(3)

(e) Agency Information Security Course (AISC). All contractors with access to Agency Information Systems must complete annual INFOSEC training.

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(f) 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.

H.14 152.204-723 Prohibition Against Recruiting on Agency Controlled Facilities (OCT 2008)

(a) The Contractor shall inform its employees and subcontractors that they are not permitted to engage in employment recruitment while on any facility owned, leased, or otherwise 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 any individual by the contractor or subcontractor. Any Contractor or subcontractor employee who violates this policy may be denied further access to Agency controlled 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.

(c) Denial of access to Agency controlled facilities and systems as 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.15 152.204-727 Restrictions Regarding Former Sponsor Employees (APR 2009)

(a) Except as authorized in writing by the Contracting Officer, the Contractor shall not use any person in the direct performance of this contract who:

(1) Has resigned from employment with the Sponsor within the previous 18 months;

(2) Has been barred from performing Sponsor contracts for a period of time as a result of a recommendation from a Sponsor Advisory Board; or

(3) Was terminated from employment with the Sponsor.

(b) Paragraph (a) includes the use of a person as a contractor employee, subcontractor employee, consultant, independent contractor, or similar arrangement.

(c) Paragraph (a)(1) does not apply to persons who retired from the Sponsor.

(d) The Contractor agrees to include in each subcontract a clause requiring compliance with these restrictions by the subcontractor and succeeding levels of subcontractors.

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H.16 152.204-729 Cleared Personnel Certification Report (MAR 2009)

(a) On 31 March of each year and at contract completion, the Contractor shall submit a Cleared Personnel Certification Report as detailed below.

(b) The Contractor shall submit three (3) copies of a certified report that provides an accounting of all cleared personnel, both direct and indirect, including prime and subcontractor personnel that are either assigned to or sponsored under the contract to the following:

- (1) One copy to the Contracting Officer.
- (2) One copy to the COTR.
- (3) One copy to the following address:



Vienna, VA 22183

(b)(3)

(c) The report shall include the following information on all cleared personnel assigned to or sponsored under the contract.

Name	Security File No.	Company	Clearance Level	Deactivate Clearance	Transfer Date/ Contract Number
Mr. ABC	1111111	XYZ	ISSA/TTS	No	09/30/200x 2008-11111111-000
Ms. BCD	2222222	GHJ	ISA/S	Yes	
Ms. CDE	3333333	XYZ	ISSA/TS	Yes	

(d) Within 60 days after completion of the contract, the report shall provide disposition information for all cleared personnel. In those cases where the clearances are transferred to another contract, the report shall indicate the contract number for the receiving contract. The certified report shall include all cleared personnel, both direct and indirect, including prime and subcontractor personnel, assigned to or sponsored under the contract.

H. 17 152.215-719 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 **14 August 2009** is incorporated herein by reference and made a part of this contract.

H.18 152.215-721 Order of Precedence (OCT 2003)

(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) Incentive and Award Fee Plan (if applicable)

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- (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-19 152-215-724 Key Personnel (AUG 1996)

(a) The Contractor shall identify the key technical, management and administrative personnel to be assigned to work under this contract:

Name	Title
	SIRR Program Manager
	SIRR Operations Manager
	SIRR CDC Quality Assurance Manager
	SIRR Agency Scanning Center Site Manager
	SIRR ASC Engineering & OPS Support Manger
	SIRR AARC Site Manager
	SIRR USAF Lead Reviewer
SIRR CDC Guidance Coordinator	

(b)(3)

(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.20 152.215-726 Subcontract Price Revision (OCT 2003)

Promptly upon the establishment of firm prices for each of the subcontracts listed below, the Contractor will submit, in such form and detail as the Contracting Officer may reasonably require, the firm price established therefore. Thereupon, notwithstanding any other provisions of this contract, the Contractor and the Contracting Officer may negotiate a downward equitable adjustment in the total amount paid or to be paid under this contract to reflect such subcontract price revision. The equitable adjustment will be evidenced by a modification to this contract.

H.21 152.216-749 Provisional Fee Payment and Adjustment (OCT 2003)

Provisional/Interim billing and payment of fee, equivalent to 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:

(b)(4)

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(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.22 152.228-703 Liability Insurance Limits (JUN 2006)

In accordance with clause 52.228-5 *Insurance -Work On A Government Installation* or 52.228-7 *Insurance -Liability To Third Persons*, the Contractor shall provide and maintain the following kinds of insurance during the period of performance of this contract at the limits set forth below:

(a) Worker's Compensation and Employer's Liability - The Contractor shall provide and maintain workers' compensation insurance in accordance with applicable Federal and State workers' compensation and occupational disease statutes. The Contractor shall provide and maintain Employer's liability coverage of at least \$100,000.

(b) General Liability - The Contractor shall provide and maintain bodily injury insurance coverage of at least \$500,000 per occurrence.

(c) Automobile Liability - The Contractor shall provide and maintain automobile liability insurance of at least \$200,000 per person, \$500,000 per occurrence for death or bodily injury, and \$20,000 per occurrence for property damage or loss.

H.23 152.231-701 Payment of Contractor Travel (JAN 2004)

(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; and
- (3) When foreign travel is involved.

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H.24 152.231-706 Training and Education Costs (JAN 2004)

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).

H.25 152.231-707 Early Dismissal and Closure of Government Facilities (Dec 2006)

(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.26 152.242-715 Contractor Performance Evaluation (MAR 2004)

(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.

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(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.27 152.242-716 Past Performance Information - Referencing Agency Contracts (MAR 2004)

This contract may be listed as a reference for past performance purposes only in offers submitted to agencies and 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.28 152.243-701 Limitation of Working Groups (MAR 2004)

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.29 152.243-702 Engineering Change Proposals (MAR 2007)

(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,

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(2) At the time of agreement on cost or price, a signed Certificate of Current Cost or Pricing Data.

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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(es): www.arnet.gov/far

52.202-1	Definitions.	Jul-04
52.203-3	Gratuities	Apr-04
52.203-5	Covenant Against Contingent Fees.	Apr-84
52.203-6	Restrictions on Subcontractor Sales to the Government.	Sep-06
52.203-7	Anti-Kickback Procedures.	Jul-95
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	Jan-97
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	Jan-97
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Sep-07
52.203-13	Contractor Code of Business Ethics and Conduct.	Dec -08
52.203-14	Display of Hotline Poster(s).	Dec-07
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	Sep-06
52.215-10	Price Reduction for Defective Cost or Pricing Data	Oct-97
52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications	Oct-97
52.215-12	Subcontractor Cost or Pricing Data.	Oct-97
52.215-13	Subcontractor Cost or Pricing Data – Modifications	Oct-97
52.215-15	Pension Adjustments and Asset Reversions.	Oct-04
52.215-16	Facilities Capital Cost of Money	Jun-03
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.	Jul-05
52.217-8	Option to Extend Services.	Nov-99
52.217-9	Option to Extend the Term of the Contract.	Mar-00
52.219-8	Utilization of Small Business Concerns.	May-04
52.219-9	Small Business Subcontracting Plan.	Apr-08
52.222-3	Convict Labor.	Jun-03
52.222-21	Prohibition of Segregated Facilities.	Feb-99
52.222-26	Equal Opportunity.	Mar-07
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.	Sep-06
52.222-36	Affirmative Action for Workers with Disabilities.	Jun-98
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.	Sep-06
52.223-5	Pollution Prevention and Right-to-Know Information.	Aug-03
52.223-6	Drug-Free Workplace.	May-01
52.223-10	Waste Reduction Program.	Aug-00
52.223-14	Toxic Chemical Release Reporting.	Aug-03
52.225-13	Restrictions on Certain Foreign Purchases.	Jun-08
52.227-14	Rights in Data - General.	Dec-09

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52.228-7	Insurance - Liability to Third Persons	Mar-96
52.230-2	Cost Accounting Standards.	Oct-08
52.230-6	Administration of Cost Accounting Standards.	Mar-08
52.232-17	Interest.	Oct-08
52.232-22	Limitation of Funds.	Apr-84
52.232-24	Prohibition of Assignment of Claims.	Jan-86
52.232-25	Prompt Payment	Oct-08
52-233-1	Disputes.	Jul-02
52-233-3	Protest after Award. (AUG 1996) - Alternate I	Jun-85
52-233-4	Applicable Law for Breach of Contract Claim.	Oct-04
52.237-1	Site Visit.	Apr-84
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	Apr-84
52.237-3	Continuity of Services.	Jan-91
52.239-1	Privacy or Security Safeguards.	Aug-96
52.242-1	Notice of Intent to Disallow Costs.	Apr-84
52.242-3	Penalties for Unallowable Costs.	May-01
52.242-4	Certification of Final Indirect Costs.	Jan-97
52.242-13	Bankruptcy.	Jul-95
52.243-2	Changes – Cost-Reimbursement. (AUG 1987) - Alternate I	Apr-84
52.244-5	Competition in Subcontracting.	Dec-96
52.244-6	Subcontracts for Commercial Items.	Dec-09
52.245-1	Government Property	Jun-07
52.245-2	Government Property Installation Operation Services	Jun-07
52.245-9	Use and Charges	Jun-07
52.246-25	Limitation of Liability - Services.	Feb-97
52.249-6	Termination (Cost-Reimbursement).	May-04
52.249-14	Excusable Delays.	Apr-84
52.253-1	Computer Generated Forms.	Jan-91

1.2 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.

(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

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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).

This FAR clause is incorporated by reference with the same force and effect as if it was given in full text, except as modified below.

I.3 52.216-7 Allowable Cost and Payment. (DEC 2002)

(3) The designated payment office will make interim payments for contract financing on the "30th" day after the designated billing office receives a proper payment request.

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 **30 days**.

This FAR clause is incorporated by reference with the same force and effect as if it was given in full text, except as modified below.

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 within **30 days**; 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.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5 years**.

This FAR clause is incorporated by reference with the same force and effect as if it was given in full text, except as modified below.

I.6 52.243-7 Notification of Changes. (APR 1984)

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within **30** calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions.

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On the basis of the most accurate information available to the Contractor, the notice shall state -

(d) *Government response.* The Contracting Officer shall promptly, within **60 days** calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either -

This FAR clause is incorporated by reference with the same force and effect as if it was given in full text, except as modified below.

I.7 52.244-2 Subcontracts. (JUN 2007)

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing **any** subcontracts.

(j) Paragraphs (c) and (e) of this clause do not apply to **any subcontracts which were evaluated during negotiations.**

I.8 152.203-700 Compliance With the Constitution and Statutes of the United States (AUG 1996)

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

I.9 152.209-701 Organizational Conflicts Of Interest: General (JUL 2003)

(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 its 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

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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.

I.10 152.209-704 Protection Of Information (JUL 2003)

(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 above identified information. 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.

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(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 152.209-701, Organizational Conflict of Interest - General.

1.11 152.209-708 Suspension and Debarment (AUG 2004)

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.

1.12 152.215-700 Audit and Records Negotiation (AUG 2004)

(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.

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(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;
- (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.13 152.215-717 Timely Notice Of Litigation (AUG 1996)

(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.

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(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.14 152.215-727 Pricing Adjustment (OCT 2003)

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.

I.15 152.222-700 Equal Employment Opportunity (JAN 2004)

(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.

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(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.16 152.223-704 Workplace Health and Safety (JAN 2004)

(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.17 152.223-705 Accident Reporting (JAN 2004)

(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.

(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.

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(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.18 152.227-7030 Technical Data Withholding of Payment (JAN 2004)

(a) If technical data specified to be delivered under this contract is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not specifically authorized by this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of five percent (5%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

I.19 152.229-700 Tax Audits (JAN 2004)

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.20 152.233-700 Independent Review of Agency Protests (JAN 2004)

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.21 152.242-717 Contractor Personnel Supervision (DEC 2001)

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 the COTR, 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 COTR.

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I.22 152.252-700 Clauses Requiring Access by Other Government Entities (JUL 2003)

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.

SECTION J - LIST OF ATTACHMENTS

- 1) Statement of Work dated 2 May 2008 (Provided previously)
- 2) Contract Data Classification Guide
- 3) Award Fee Plan
- 4) Monthly Contract Status Report Template

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Award Fee Plan

ATTACHMENT J-3

**AWARD FEE PLAN
FOR
SUPPORT FOR INFORMATION REVIEW AND RELEASE**

February 17, 2010

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1. PURPOSE OF AWARD FEE: The Government's purpose in granting an Award Fee is to provide encouragement by rewarding the Contractor for demonstrating superior performance in achieving the objectives of the contracted effort and discharging all contractual obligations.

2. AWARD FEE: In addition to any Base Fee to be paid, the Contractor may earn a maximum possible award fee in the amount specified under the contract clause entitled "Type of Contract and Consideration". The total possible award fee specified therein will be made available at the intervals and in the incremental amounts specified. The Contractor's performance will be evaluated and fee will be awarded in accordance with the procedures, terms, and criteria set forth throughout this plan.

3. EVALUATION PERIODS: As specified under the contract clause entitled "Type of Contract and Consideration," performance evaluations will be conducted in **six (6) month** intervals for the purpose of determining the amount of award fee earned. The incremental fee amounts associated with each period of evaluation have been quantified on the basis of the extent and/or type of work to be accomplished during the individual periods. Should the contract be modified to affect either the scheduled delivery/performance or scope of work, the periods of evaluation and the corresponding increments of fee will be adjusted to account for such changes.

4. GENERAL EVALUATION CATEGORIES AND CRITERIA: The evaluation criteria are set forth below (not necessarily listed in order of importance). Not all of the criteria within each of the evaluation categories identified below will be applicable to the work to be accomplished during any given period of evaluation. The Government may develop individual and more specific sets of criteria for each evaluation period.

(a) **Technical Performance:** Performance in this area may be evaluated relative to accomplishments associated with but not necessarily limited to the following:

(i) The analysis, interpretation, definition, verification and/or execution of technical requirements;

(ii) Comprehension of and compliance with the detailed and/or functional requirements documents (including the Statement of Work/Objective);

(iii) The reasonableness of proposed technical tradeoffs from the standpoint of their effect on quality, maintainability, reliability and overall performance of the components and/or system;

(iv) The development of technical objectives and/or Quality Assurance procedures to assure the reliability, integrity and maintainability of the overall system;

(v) The ability to recommend and/or carry out practical solutions in areas of technical deficiency; and

(vi) The acceptability of the system in an operational environment.

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(b) **Project Management:** Performance in this area may be evaluated relative to accomplishments associated with but not necessarily limited to the following:

(i) The use and effectiveness of program planning and organization management techniques;

(ii) The ability to effectively manage and/or provide timely, accurate and substantive technical direction to subcontractors;

(iii) The ability to provide, properly place and/or effectively use qualified personnel;

(iv) The effective use of Government and Contractor resources;

(v) The timely recognition and/or anticipation of problem areas to avoid or recover from delays;

(vi) The ability to focus attention on critical issues and problem areas;

(vii) The ability to provide innovative and practical solutions to problem areas declared by the Government;

(viii) The formulation of technical guidance or management decisions which are consistent with contract objectives;

(ix) The degree of Government visibility into the management of the project from both a technical and cost standpoint; and

(x) Compliance with contractual requirements.

(c) **Schedule/Delivery Performance:** Performance in this area will be evaluated relative to accomplishments associated with but not necessarily limited to the following:

(i) The extent to which contract performance is ahead or behind schedule;

(ii) The effective use of schedule alternatives to meet program and/or contract objectives;

(iii) The ability to identify schedule conflicts resulting from problem areas and overcome them in order to maintain or improve schedules;

(iv) The degree of Government visibility into the progress of the contract as expressed in the level of detail included in progress/schedule reporting; and

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(v) The thoroughness and accuracy of progress reporting.

(d) **Security Performance:** Performance in this area will be evaluated relative to accomplishments associated with but not necessarily limited to the following:

(i) The timely submission of Contractor-personnel security approval requests as required by the contract;

(ii) The extent to which the security policies and standards set forth under this contract are adhered to;

(iii) The proper classification, handling and processing of classified contract data and documents, particularly those requiring an approved computer security plan; and

(iv) The Contractor's overall record of compliance with established Agency security directives and procedures, including prompt actions taken to correct any noted deficiencies.

(e) **Cost Performance and Control:** Performance in this area will be evaluated relative to accomplishments associated with but not necessarily limited to the following:

(i) The ability to remain within the estimated total cost of the contract and, if necessary, the incremental funding profiles;

(ii) The degree of Government's visibility into the actual and budgeted cost of the contract, as expressed in the level of detail included in cost (funds expenditure) reporting;

(iii) The timeliness and accuracy of cost and/or person-hour expenditure reporting;

(iv) The adequacy, maintenance and reliability of the overall financial management plan;

(v) The ability to identify areas of possible cost growth early and/or implement effective management controls to enable cost increases to be foreseen;

(vi) The ability to recommend and/or implement practical solutions in areas of cost growth;

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(vii) The extent to which cost reduction efforts are employed as a management tool or objective through economies in the use of direct labor and/or alternate technical/management approaches;

(viii) The extent to which cost reductions are realized through the use of alternate arrangements, designs, processes or methods, etc; and

(ix) The ability to provide timely, complete and accurate cost estimates (proposals) applicable to contract changes and/or revised "Estimate to Complete."

5. SPECIFIC EVALUATION CRITERIA: The evaluation categories and criteria to be applied to each individual evaluation period will be established by the Government and provided to the Contractor in accordance with the following guidelines and procedures:

(a) At the discretion of the Contracting Officer and designated Government Project Manager/Contracting Officer's Technical Representative (COTR), a meeting between cognizant Government and Contractor representatives may be convened, no later than fifteen (15) calendar days prior to the scheduled start of each evaluation period, to review the technical progress and financial status of the contract, in order to identify any area of concern and/or possible improvement expected relative to the upcoming period.

(b) After considering the information which may be derived from such a meeting or otherwise made available and while recognizing that not all of the "General Evaluation Criteria" will necessarily apply, the Government will formulate the specific criteria, relative order of importance or weightings to be applied to the next evaluation period, with consideration given to the following:

(i) The Contractor's accomplishments, problems, strengths and/or weaknesses during the current period of evaluation, from either a technical, cost or management standpoint;

(ii) The milestones and/or objectives to be accomplished during the forthcoming evaluation period;

(iii) The general evaluation categories and the extent to which definitive criterion may be developed and applied to various aspects of the next period of evaluation;

(iv) The relative order of importance for category weighting range table and the emphasis needed to direct the Contractor's attention to an area of interest to the Government or motivate the Contractor towards better performance in an area of immediate concern; and

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(v) Any other factors considered by the Government to be pertinent to Contractor performance during the scheduled evaluation period.

(c) Prior to the scheduled start of each evaluation period, or no later than the award fee modification for the previous period, the Government will provide written notification to the Contractor concerning the "Specific Evaluation Criteria" to be applied during the period. The Government's notification shall provide the Contractor with specific guidance relative to the areas of special emphasis under the forthcoming period of evaluation.

6. EVALUATION CATEGORY WEIGHTINGS: As stated above, the Government may provide a relative order of importance or determine category weights to be applied to the upcoming period and may provide written notification of the assigned weights to the Contractor. Although each of the evaluation categories identified under paragraph 4 above will apply to every period of evaluation, the relative order of importance or weights associated with each category may vary from period to period. However, the sum total of the applied weights, if weights are used, will equal one hundred (100) percent. The following table provides a sample relative order of importance.

Categories

The following categories are listed in order of importance (Note: Formal weighting may or may not be used at the discretion of the PEB):

Categories

Technical Performance
Project Management
Schedule/Delivery Performance
Security Performance
Cost Performance and Control

7. INTERIM AWARD FEE FEEDBACK: The Contracting Office may issue the Contractor written interim award fee feedback, within two (2) weeks of the three (3) month award fee period mid-point.

8. SELF-EVALUATION REPORT: The Contractor may offer a self-evaluation of its performance against the evaluation criteria applicable to a specific contract milestone or period undergoing evaluation. The Contractor shall submit this evaluation to the Contracting Officer two weeks before but no later than the end of the period in order for the evaluation to be considered for performance evaluation purposes.

9. PERFORMANCE EVALUATION BOARD (PEB): The general responsibilities, composition and conduct of the Performance Evaluation Board are summarized below.

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(a) *Responsibilities:* In general, the PEB will be responsible for:

- (i) Establishing the criteria for evaluating the Contractor's performance;
- (ii) Reviewing the tentative performance evaluation and Award Fee recommendation made by the Government Project Manager (PM), Contracting Officer's Technical Representative (COTR) and Contracting Officer (CO); and
- (iii) Determining the award fee percentage earned, commensurate with the Contractor's overall performance.

(b) *Composition:* The PEB will be composed of the following:

- (i) FDO (Directorate/Office Director or equivalent)
- (ii) Group Chief or equivalent
- (iii) Program Manager (if formally designated)
- (iv) Contracting Office Group Chief and/or Team Chief
- (v) Cognizant Contracting Officer
- (vi) COTR
- (vii) Chief, Program Financial/Budget Officer
- (viii) Directorate/Office/Group Security Officer

(c) *PEB Sessions:* The designated FDO will convene, within thirty (30) days after the award fee period, a performance evaluation session for the purpose of reviewing the specific criteria established for the preceding period, and for determining the overall adjective ratings and numerical score which best represents the measure of performance demonstrated by the Contractor during the period evaluated. (Refer to paragraph 10 for the evaluation rating scale.) The award fee score will be assigned by PEB consensus. To accomplish this, the PEB will analyze the quantitative and/or qualitative aspects of the work scheduled/expected to be accomplished and weigh the strengths and weaknesses of the Contractor's performance by giving careful consideration to the following:

- (i) The "specific evaluation criteria" applicable to the period undergoing evaluation;
- (ii) The weightings associated with such criteria and period;

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(iii) The written evaluation and recommendations provided by the Government Project Manager/COTR and other Government personnel during the performance evaluation session;

(iv) The performance level ratings and descriptions defined by the evaluation rating scale; and

(v) Any other relevant information (e.g. Contractor's self-evaluation report) formally presented to the PEB which the board considers pertinent to its evaluation of Contractor performance.

(d) Each PEB member will be given the opportunity to orally state his/her concurrence/non-concurrence with the award fee score. In the event of non-concurrence, the board member(s) expressing the dissenting view(s) will explain the rationale for the dissent.

(e) If the PEB does not reach a consensus on ratings, the FDO/Chairperson will make a final decision.

(f) The PEB will complete its evaluation and instruct the Government Project Manager/COTR to document the award fee determination in accordance with the board's findings in preparation for presentation to the Contractor.

(g) The Program/Project Manager/COTR will schedule a formal briefing to Contractor personnel for each award fee determination. This session will be held within two weeks after the FDO's decision. It may be held at either the Government or Contractor facility. Typically, the session is restricted to the PEB members and appropriate Contractor personnel.

(h) Within two weeks after the PEB's determination, the Contracting Officer will issue a unilateral contract modification which will specify the amount of the award fee determination and revise the clause entitled "Type of Contract and Consideration" to enable the Contractor to invoice the Government for the amount of award fee earned.

10. **EVALUATION RATING SCALE:** The Project Manager/COTR and PEB will use the levels of performance described below to determine the adjective rating and numerical score which best represents the measure of overall performance demonstrated by the Contractor during the period evaluated:

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Overall Performance Level Ratings and Descriptions

Overall Adjectival Rating (% of AF)	Grade	Definition
Outstanding/Excellent (93-100%)	A	<ul style="list-style-type: none"> • Performance is superior in all respects and represents the best that can be expected in that the standards of performance normally expected of an average Contractor have been exceeded by a substantial margin • Initiative and exceptional problem solving in executing the terms and conditions of the contract, Statement of Work, and invoking improvements have been consistently demonstrated. • There are no deficiencies in performance and/or such relatively unimportant deficiencies have been corrected as a result of Interim Feedback or Self Evaluation.
Very Good (80-92%)	B	<ul style="list-style-type: none"> • Performance is substantially better than average in virtually all respects and represents the best that can be expected in that the standards of performance normally expected of an average Contractor have been exceeded by a significant margin • Initiative and above average problem solving in executing the terms and conditions of the contract, Statement of Work, and invoking improvements have been demonstrated. • There are very few deficiencies, which are more than offset by areas of above average performance. • Deficiencies are expected to have been corrected as a result of Interim Feedback or Self Evaluation.
Good (70-79%)	C	<ul style="list-style-type: none"> • Performance is better than average in all respects and represents more than what is expected in that the standards of performance normally expected of an average Contractor have been exceeded. • Initiative and problem solving in executing the terms and conditions of the contract, Statement of Work and invoking improvements has been demonstrated. • Areas of deficiency are few and more than offset by areas of above average performance. • Deficiencies are expected to have been addressed and corrective action undertaken as a result of Interim Feedback or Self Evaluation.
Satisfactory (50-69%)	D	<ul style="list-style-type: none"> • Performance is average in nearly all respects and represents what is normally expected in that the standards of performance applied to an average Contractor have been met. • Initiative and problem solving in executing the terms and conditions of the contract, Statement of Work and invoking improvements have been demonstrated occasionally. • Areas of deficiency may be offset by areas of above average performance • Recognized deficiencies are expected to have been addressed and corrective action undertaken as a result of Interim Feedback

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		or Self Evaluation.
Unacceptable (0)	N/A	<ul style="list-style-type: none"> • Performance is deficient in all or a majority of the evaluation criteria and does not represent what is expected of any qualified Contractor in that the standards of performance normally applied to an average Contractor have not been met. • Initiative and problem solving in executing the terms and conditions of the contract, Statement of Work and invoking improvements have not been demonstrated. • There are few or no areas where average performance has been demonstrated. • Recognized deficiencies have not been addressed and corrective action has not been undertaken as a result of Interim Feedback or Self Evaluation. • Immediate improvement is required in order to permit continuation of the contract. • Termination is imminent.

11. SPECIAL SCORING FOR SECURITY ANOMALIES: During contract performance, a security anomaly, infraction, or violation may override all other performance criteria and may result in an overall award fee determination of zero at the unilateral discretion of the fee determining official (FDO) in coordination with the cognizant security office representative and contracting officer.

12. DISPOSITION OF UNEARNED AWARD FEE: The FDO may rollover unearned fee as follows:

(a) Immediate application to either the next award fee period or any successive award fee period(s) or special incentive(s) based on the existing evaluation criteria or specifically delineated criteria and/or established milestones;

(b) Reserved in a "Discretionary Award Fee Pool" for possible future application to any subsequent period(s) and/or special incentive(s), generally or specifically delineated; and/or

(c) Removed from further consideration of payment under the terms of the contract and this plan.

13. DISPUTES: The Government's determination of award fee and the methodology for determining the award fees are unilateral decisions made solely at the discretion of the Government. However, matters affecting the base fee, award fee or other contractual conditions are subject to the procedures and/or remedies provided under the contract clause entitled "Disputes" at the Contractor's discretion.

14. TERMINATION: In the event that the contract under which this award fee plan applies is terminated, the Contractor will retain all award fees earned up to the effective date of such termination and the Government will determine the maximum amount of additional fee which may be paid, based on the results of a performance evaluation.

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