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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE		PAGE 1 OF 29	
2 AMENDMENT/MODIFICATION NO. Modification No. 1		3 EFFECTIVE DATE See block 16c		4 REQUISITION/PURCHASE REQ. NO. 240205770424	
5 PROJECT NO. (If applicable)		6 ISSUED BY		7 ADMINISTERED BY (If other than Item 6)	
				For any questions, please call	
8 NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Mitchell, Jessen, & Associates				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. 2005*P141S90*000	
				10B. DATED (SEE ITEM 11) 2 March 2005	
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

The contract value and obligation from \$1,183,783 by \$7,670,640 to \$8,854,423.

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

(W)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of Parties
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, **X** is required to sign this document and return **1** copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE TWO

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) JAMES MITCHELL, President		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. PRINTED ACTION NUMBER	15C. DATE SIGNED 7 05	15B. UNITED STATES OF AMERICA	15C. DATE SIGNED 7 05
		BY	

NSN 7540-01-152-8070
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STANDARD FORM 30 (REV. 10-83)
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FAR (48 CFR) 53.243

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 Modification #1
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The purpose of this Modification No. 01 is to definitize the letter contract #2005*P141590*000, therefore the following revisions are hereby made to the contract schedule:

Delete the following clauses; 52.216-23 Execution and Commencement of Work (APR 1984) (MODIFIED), 52.216-24 Limitation of Government Limitation of Government Liability (APR 1984), 52.216-25 Contract Definitization (OCT 1997) (MODIFIED), and 52.216-26 Payments of Allowable Costs Before Definitization (DEC 2002)

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. 152.216-741 Type of Contract and Consideration (FTP-LOET) (NOV 2004)

(a) This is a Firm Fixed Price Level-of-Effort Term Contract as identified in FAR 16.207. The total price for full performance hereunder is \$8,854,423.

	Base	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Level-of-Effort-Target					
Minimum-3% swing					
Maximum-3% swing					
Labor					
Other Direct Costs (ODCs)					
Danger Pay					
DBA Insurance					
Fringe Benefits					
G&A					
Overhead					
CLIN Travel (not to exceed)					
Total (rounded)	\$8,854,423	\$9,930,683	\$10,348,787	\$10,705,950	\$10,864,621

*To be exercised

(b) The Contractor shall expend its best effort towards accomplishing the work outlined in the clause entitled "Scope of Contract". The level-of-effort required for total performance under this contract is 33,420 labor hours.

(c) The estimated composition of the total labor-hours under this contract is as follows:

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Overhead					
CLIN-Travel (not to exceed)					
Total (rounded)	\$8,854,423	\$9,930,683	\$10,348,787	\$10,705,950	\$10,864,621

* To be exercised.

b) The Contractor shall expend its best effort towards accomplishing the work outlined in the clause entitled "Scope of Contract". The level-of-effort required for total performance under this contract is 76,420 labor hours.

(c) The estimated composition of the total labor-hours under this contract is as follows:

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Labor Category	Base	Option Year 1*	Option Year 2*	Option Year 3*	Option Year 4*
Principal - Jim - Independent Contractor	1,920	1,920	1,920	1,920	1,920
Principal - Bruce - Independent Contractor	1,920	1,920	1,920	1,920	1,920

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Total	36,420	48,325	48,325	48,325	48,325

* To be exercised

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

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

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

(g) On or about the completion date of this contract, the Contractor shall submit to the Contracting Officer a brief certified statement supported by a breakdown, by labor category, of the labor hours actually expended in the performance of this contract.

(h) The Firm Fixed Price for performance under this contract is predicated upon the Contractor furnishing at least the minimum but up to and including the maximum effort specified. In the event the minimum level-of-effort is not provided as specified, the Contracting Officer shall either require the Contractor to continue to perform work under the contract until the minimum level-of-effort has been provided (if consistent with appropriations law) or make an equitable downward adjustment in contract price in accordance with the following formula:

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

"Price Reduction" computed by the above formula is the dollar amount by which the contract price will be reduced. "FP" in the above formula means the fixed price specified in the contract. "LOE" in the above formula means "level of effort".

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B-2. 152.216-780 Scope of Contract (Fixed-Price, 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).
- (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 specific tasks identified by the Statement of Work.
- (c) Conduct and/or participate in a Progress Review Meeting, as required by the COTR in order to review task performance and completion.
- (d) Prepare and submit monthly two copies of the contract status report to the Contracting Officer.

B-3. 152.216-742 Option For Increased Quantity - Direct Hours (FFP/LOE)(OCT 2003) (MODIFIED)

(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 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 firm fixed price (FFP) hourly rate 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 estimated contract value set forth in the "Type of Contract and Consideration" clause in Section B, at the FFP per hour amounts as shown in the following table, respectively for each direct hour added.

Option Year One (2 March 2006 to 1 March 2007)
Option Year Two (2 March 2007 to 1 March 2008)
Option Year Three (2 March 2008 to 1 March 2009)
Option year Four (2 March 2009 to 1 March 2010)

B-4. Rate Re-opener

A one-time rate re-opener clause will be implemented at the end of the base year to review Mitchell, Jessen, & Associates rates. If fully load rates are projected to shift +/-2% from the current rates submitted and reviewed by Audit, the Government and contractor will adjust the composite rates consistent with the % change.

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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, "DCI'S CounterTerrorist Center (CTC) Elicitation and Training for CTC "ETC" Project", dated 15 June 2005 which is incorporated by reference or attached hereto, is made a part of this contract.

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SECTION D - PACKAGING AND MARKING

N/A

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):

<http://www.arnet.gov/far/>

<http://www.far.inpr.gov/References/References.html>

E-2. 52.246-4 Inspection of Services--Fixed-Price. (AUG 1996)

E-3. 52.246-702 Inspection and Acceptance at Destination (General) (MAR 2004)

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

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SECTION F - DELIVERIES OR PERFORMANCE

- F-1. 52.242-15 Stop-Work Order AUG 1989**
- F-2. 52.242-17 Government Delay of Work APR 1984**
- F-3. 152.211-705 Period of Performance (AUG 1996)**

The period of performance of this contract is 2 March 2005 to 1 March 2006.

The period of performance for Option 1, if exercised, is 2 March 2006 to 1 March 2007.

The period of performance for Option 2, if exercised, is 2 March 2007 to 1 March 2008.

The period of performance for Option 3, if exercised, is 2 March 2008 to 1 March 2009.

The period of performance for Option 4, if exercised, is 2 March 2009 to 1 March 2010.

- F-4. 152.242-708 Contract Status Report (DEC 2001) (Modified)**

Monthly contract status reports shall be submitted in one copy to the Contracting Officer and one copy to the COTR, not later than 15 calendar days after the close of the month 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.

- F-5. 152.211-707 Place of Performance (AUG 1996)**

The principal place of performance under this contract shall be the Government's facility located in the Metropolitan Washington, DC area and performance will also take place at contractor's facility.

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SECTION G - CONTRACT ADMINISTRATION DATA

G-1. 152.204-720 Settlement - Fixed Price Services (FEB 2002)

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

- (a) Level-of-Effort Certification (if applicable, breakdown by labor category and hours expended) (Three (3) copies required)
- (b) Electronic Funds Transfer Information (EFT) - The submission of this information is required to keep our payment database current. (One (1) copy required)
- (c) Final Government Furnished Property/Contractor Acquired Property (GFP/CAP) Statement - Disposition of Government Property (One (1) copy required)
- (d) Final Patent and Royalty Statement (in accordance with FAR 52.227-11, 52.227-12, and 52.227-13, as appropriate) (One (1) copy required)
- (e) Copy of Final Invoice submitted to the Payment Office (One (1) copy required)

One complete set of closeout documentation shall be mailed, postage prepaid, to the Contracting Officer at the address on page 1 of this contract.

If you have any questions in regard to the closeout procedure, please contact the Contracting Officer.

G-2. 152.232-701 Billing Cycle (JAN 2004)

Pursuant to the "Invoicing and Payment Instructions" or the "Electronic Submission of Payment Requests" clause, the Government will issue payment only after services have been rendered. Consequently, Contractors shall submit invoices in arrears and no more frequently than monthly.

G-3. 152.232-718 Invoicing and Payment Instructions (General) - Classified Association (JAN 2004)

- (a) Contractors may mail invoices to the following payment office:

However, the preferred method of submitting invoices to the payment office is via facsimile (FAX) machine to phone number [redacted]. When Contractors transmit original invoices via FAX, do not follow up with additional mailed copies; doing so will cause your company to lose the FAX option.

- (b) The payment periods designated in the FAR provisions for Prompt Payment contained in this contract will begin the date the Government receives a proper invoice in the payment office. A proper

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invoice must include:

- (1) Name of the business concern, invoice date, and date(s) supplies delivered or services performed.
- (2) Contract, purchase order, or delivery order number. The Agency cannot process for payment an invoice that lacks a contract, purchase order, or delivery order number. No other 'authorizations' are valid or acceptable.
- (3) Itemized cost elements and fee amount for both the current invoice's costs and for the cumulative cost elements and fee amounts (for cost reimbursable contracts); itemized labor categories (for time and material or labor hour contracts); description, price, and quantity of supplies delivered and/or services rendered (for fixed price contracts, purchase orders and delivery orders).
- (4) Shipping and payment terms (for fixed price contracts, purchase orders, or delivery orders).
- (5) Name, title, phone number, and complete mailing address of responsible official to whom the Agency should send payment.

(c) The Agency shall give notice of an apparent error, defect, or impropriety in an invoice to the Contractor within 7 days of receipt of the invoice by the payment office. Contractors can make inquiries regarding invoices to the payment office on

G-4. 152.242-701 Authority and Designation of a Contracting Officer's Technical Representative (COTR) (B) (MAR 2004)

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

(b) Designation: The individual(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

– to be provided

(c) Notification: The Contracting Officer is the only representative of the government authorized to

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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 of this contract. All revisions to specifications, requirements or informal commitments which may involve a change in either the total cost/price, scope, delivery schedule or legal aspects of this contract must be accomplished 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 which would effect the terms of this contract, the Contractor must notify the Contracting Officer and obtain approval prior to proceeding. Otherwise, the Contractor proceeds at its own risk.

G-5. 152.242-718 Novation/Change-of-Name Notification Requirement (MAR 2004)

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

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

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

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

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

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G.6 152.242-719 Emergency Locator and Points-of-Contact Information in LOCATOR (FEB 2002)

- (a) In order to be prepared in the event of a potential emergency, the Sponsor requires current work location and emergency designee information on all individuals who work in the Sponsor's facilities.
- (b) All Prime Contractor employees and all Subcontractor employees, if any, who work in the Sponsor's facilities during the performance of this contract on a regular or recurring basis, shall input and maintain the required information in the Sponsor's LOCATOR database on the Agency Data Services Network (ADSN). The Contractor shall inform each affected Prime Contractor and Subcontractor employee of this mandatory requirement and the use of the information for emergency situations.
- (c) The information in paragraph (d) shall be input and maintained by Prime Contractor and Subcontractor employees as follows:
- (1) Individuals, who are given access to the ADSN, shall input and maintain 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 COTR for input into the database by the COTR.
- (d) Minimum information to be input and maintained in LOCATOR:
- (1) Full name; Social Security Number, Agency Identification Number (AIN) or Security File Number;
 - (2) Non-secure and secure work phone numbers;
 - (3) Primary assigned office, building, floor, vault;
 - (4) Name and non-secure phone number of contract COTR as "Agency Contact Name/Phone";
 - (5) Company name; Subcontractor employees shall include both the name of the prime contractor and the name of the company they are employed by;
 - (6) Full name and telephone number of an emergency point-of-contact at the Prime Contractor's company who is not employed at the same Sponsor facility where this contract will be performed; and,
 - (7) Full name, street address, and telephone number of a personal emergency point-of-contact as designated by each person whose name is entered into the database.
- (e) The Prime Contractor is also required to maintain, at their own facility, this emergency locator and points-of-contact information of all Prime Contractor and Subcontractor employees working at the Sponsor's facilities.
- (f) The information required by this clause will be used only for emergency contact purposes and is exempt from sections (e)(3)(A)-(D) of the Privacy Act pursuant to 32 C.F.R. 1901.62. Providing and maintaining this information is mandatory and failure to do so may result in denial of access of the

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aforementioned individuals to the ADSN and Sponsor's facilities.

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

G-7. 152.245-704 Government-Furnished Property, Facilities And Services (MAR 2004)

(a) The following clause is incorporated by reference:

[X] 52.245-2 Government Property (Fixed Price Contracts)

[] 52.245-4 Government-Furnished Property (Short Form)

[] 52.245-5 Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts).

(b) Under the contract FAR clause for Government-Furnished Property, and at no expense to the Contractor, the Government shall provide the property, facilities and/or services identified below, for use in the performance of this contract or other such contract(s) as may be authorized by the Contracting Officer.

(c) The Contractor's property control system shall provide annually the total acquisition cost for Government property for which the Contractor is accountable under this contract, including Government property at subcontractor's plants and alternate locations. The Contractor's annual report shall be prepared on a form provided by the Property Administrator and submitted no later than the date prescribed by the Property Administrator.

(d) All inquiries regarding the issuance and disposition of the above property should be directed to the Contracting Officer. Note: The provision for reporting property at the completion or termination of a contract is contained in the standard FAR clauses that must be incorporated into the contract by reference. Standard FAR clauses 52.245-2 and 52.245-5 state that the Contractor "shall comply with FAR subpart 45.5 as in effect on the date of this contract."

(e) At the completion of the Annual Inventory exercise, the Contractor shall submit the completed inventory to the COTR for validation and verification. The Contractor shall receive a signed copy of the inventory back from the COTR. This will be verified during an audit conducted by the Property Administrator.

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1. 152.203-702 Fraud, Waste, and Abuse - Classified Association (DEC 2002)

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

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

The association of the Sponsor with the Contractor is CONFIDENTIAL. The work to be performed is classified TOP SECRET, reports are classified TOP SECRET, and hardware is classified N/A. 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.

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

H-3. 152.204-702 Security Requirements - Clearances (SEP 2002)

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

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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.

- (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 _____
- (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 _____
- (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 _____
- (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 of the Contracting Officer's Technical Representative shall be assigned to this work. In this connection, for identification purposes, the contractor will be required to submit the name, address, place and date of birth of all personnel who will be involved in the work hereunder. Said information will be required not later than three (3) days in advance of the scheduled date of such work.
- (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.

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

H-4. 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-5. 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-6. 152.204-705 Foreign Ownership, Control, or Influence (SEP 2002)

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

(b) Accordingly, all Offerors responding to this RFP or initiating performance of a contract are required to submit a Standard Form (SF) 328, Certificate Pertaining to Foreign Interests (or update a previously submitted SF328), 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

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required to request, collect, and forward to the Government the SF328 from all Subcontractors undertaking classified work under the Offeror's 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 must be submitted with each SF328 which identifies senior management by name, position, social security number, date/place of birth, and citizenship status.

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

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

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

H-7. 152.204-712 Personal Conduct

(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.

H-8. 152.204-722 Reporting and Training Requirements for ISSA/TS Approved Contractor Personnel (SEP 2002)

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

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(a) Financial Disclosure. A Financial Disclosure Form (FDF444V) must be completed on an annual basis. The FDF 444V is available for electronic submission via Lotus Notes. Personnel with Agency Data Network Lotus Notes must utilize the on-line database when filing. The Industrial Contractor

will receive the FDF 444V and submission instructions either as an attachment to a Lotus Note; a document sent via secure fax; a document transmitted by cable; or a form forwarded in a secure pouch. For those who do not have access to Lotus Notes, hardcopy or softcopy FDF 444V forms are available from the Office of Security, Financial Analysis Staff (OS/FAS).

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

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

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

(e) Counterintelligence Training. The contractor shall attend the Sponsor's next available Counterintelligence and Security Program (CISP) briefing unless s/he has attended a CISP briefing within the past five calendar years.

H-9. 152.204-723 Prohibition Against Recruiting in Agency Facilities (AUG 2004)

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

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

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

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H-10. 152.215-719 Incorporation of Section K, Representation, Certifications, and Other Statements of Offeror (OCT 2003)

SECTION K, which has been completed and dated 2 March 2005 (submitted electronically) is incorporated herein by reference and made a part of this contract.

H-12. 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) Statement of Work
- (3) Other provisions of the contract when attached or incorporated by reference
- (4) Specifications
- (5) Technical Provisions of the Contractor's Proposal(s)

(b) If a conflict or inconsistency arises out of the schedule, SOW, etc. of this contract, 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, target fee, award fee or schedule extensions.

H-13. 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
James E. Mitchell	Principal - Independent Contractor
John B. Jessen	Principal - Independent Contractor

(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.

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H-14. 152.231-701 Payment of Contractor Travel (JAN 2004) (MODIFIED)

- (a) Travel costs incurred under this contract are allowable subject to the limitations contained in Federal Acquisition Regulation (FAR) 31.205-46.
- (b) Due to National Security or operational exigency, there are some circumstances under which the contractor will not need to or cannot obtain prior approval from the Contracting Officer before undertaking travel.
 - 1) Certain TDYs, non government rates are allowable; and
 - 2) When time sensitive foreign travel is required.

H-15. 152.231-702 Mission Sensitive Travel/Government Furnished Travel Services

- (a) Performance of this contract may involve mission sensitive travel as described in the Statement of Work. Costs associated with such travel are not included in the contract cost or price. Consequently, the contractor shall not include costs for this travel in its invoices to the Agency.
- (b) The Government will provide travel services for any contractor personnel involved in mission sensitive travel. This includes obtaining airline reservations and tickets, making rental car reservations, and any special documents needed for the contractor employee to accomplish the mission sensitive travel. Additionally, the component funding the travel will directly reimburse contractor employee travel expenses upon receipt of a proper travel accounting. The contractor will be responsible for any insurance, vaccinations, or medications needed in connection with the travel.
- (c) Before undertaking any mission sensitive travel, contractor employees shall obtain approval of the COTR and appropriate component travel approving official via the Agency's official travel system. In addition, they shall notify the appropriate company official of such travel consistent with the security requirements of this contract. Upon completion of the travel, contractor employees shall submit a travel accounting voucher to the sponsoring component Budget and Finance (B&F) officer through the Agency travel system. A paper voucher may be submitted in the event the contractor employee does not have access to the Agency travel system. Contractor employees shall also submit their lodging receipts with the accounting voucher to the B&F.
- (d) Reimbursement to contractor employees for expenses in connection with authorized mission sensitive travel will substantially conform with Agency travel regulations. However, reimbursement for lodging expenses will be limited to the lesser of—
 - (1) Actual lodging expenses; or
 - (2) The lodging rate and allowance in effect at the time of travel as set forth under the Federal Travel Regulations (for travel in the contiguous 48 United States), the Joint Travel Regulation (for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States), or the Standardized Regulations for travel in areas not covered by the Federal Travel Regulations or the Joint Travel Regulation; or

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- (3) The alternate rate (if any) established by the component funding the travel.
- (e) Reimbursement for meals and incidental expenses will be limited to the lesser of:
 - (1) The meals and incidental (MI&E) rate and allowance in effect at the time of travel as set forth under the Federal Travel Regulations (for travel in the contiguous 48 United States), the Joint Travel Regulation (for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States), or the Standardized Regulations for travel in areas not covered by the Federal Travel Regulations or the Joint Travel Regulation, or
 - (2) The alternate rate (if any) established by the component funding the travel.
- (f) In special or unforeseen situations, costs in excess of the above limits may be allowed, provided the conditions and procedures described in Agency Policies are met.
- (g) The Government will purchase airline tickets for mission sensitive travel. These tickets will provide for customary standard, coach, or equivalent travel during normal business hours unless otherwise authorized or required by Agency travel regulations.
- (h) Subject to the approval of the component that is funding the travel, contractor employees may be provided an advance of funds for anticipated travel expenses. The amount of any advance will be in accordance with the policies of the Agency and the component that is funding the travel. Contractor employees shall account for any advanced funds in accordance with the terms above and Agency policy. Contractor employees will provide accounting to the Agency within 30 days of completing travel. If contractor employees fail to account for any advanced funds, the contractor consents to the Agency withholding any funds unaccounted for from contract invoice payments under the contract.

H-16. 152.231-707 Early Dismissal and Closure of Government Facilities (JAN 2004)

- (a) When an Agency facility is closed and/or an early dismissal of Federal employees is directed due to severe weather, a security threat, or a facility-related problem 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, or a facility-related problem), 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

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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-17. 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.

(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.

H-18. 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-19. 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.

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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.armet.gov

52.202-1	Definitions.	JUL 2004
52.203-3	Gratuities.	APR 1984
52.203-5	Covenant Against Contingent Fees.	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government.	JUL 1995
52.203-7	Anti-Kickback Procedures.	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	JUN 2003
52.204-4	Printing or Copying Double-Sided on Recycled Paper.	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records - Negotiation	JUN 1999
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-18	Reversion or Adjustments of Plans for Post Retirement Benefits (PRB) Other Than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997

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 of contract expiration.

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 of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

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52.219-8	Utilization of Small Business Concerns.	MAY 2004
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages - Subcontracting Plan	JAN 1999
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-3	Convict Labor.	JUN 2003
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity.	APR 2002
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era.	DEC 2001
52.222-36	Affirmative Action for Workers with Disabilities.	JUN 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era.	DEC 2001
52.223-6	Drug-Free Workplace.	MAY 2001
52.223-14	Toxic Chemical Release Reporting.	AUG 2003
52.224-1	Privacy Act Notification.	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases.	MAR 2005
52.227-14	Rights in Data - General	JUN 1987
52.228-3	Workers' Compensation Insurance (Defense Base Act)	APR 1984
52.229-3	Federal, State, and Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-1	Payments.	APR 1984
52.232-8	Discounts for Prompt Payment.	FEB 2002
52.232-17	Interest.	JUN 1996
52.232-24	Prohibition of Assignment of Claims.	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.233-1	Disputes (DEC 1998) Alternate 1	JUL 2002
52.233-3	Protest after Award.	AUG 1996
52.237-3	Continuity of Services	JAN 1991
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.243-1	Changes Fixed-Price Alternate 1	AUG 1987
52.244-6	Subcontracts for Commercial Items	APR 1984
52.246-25	Limitation of Liability--Services.	DEC 2004
52.242-13	Bankruptcy	FEB 1997
52.249-2	Termination for Convenience of the Government (Fixed-Price).	JUL 1995
52.249-8	Default (Fixed-Price Supply and Service).	MAY 2004
52.253-1	Computer Generated Forms.	APR 1984
		JAN 1991

I-2. 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.

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I-3. 152.209-701 Organizational Conflict 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 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-5. 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.

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

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

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

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

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

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

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

- (1) That are cost-reimbursement, incentive, time-and-material labor-hour, or price-redeterminable type or any combination of these;
- (2) For which cost or pricing data are required; or

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(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-6. 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.

(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.

I-7. 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

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Government shall treat all information obtained from the investigation as information proprietary to the Contractor.

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

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

I-8. 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-9 152.223-705 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

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

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

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

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

I-10 152.229-700 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-11 152.242-717 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 designee, shall issue directions and requirements concerning the work to the designated supervisory personnel of the Contractor who shall, in turn, ensure that the requested services are performed in a manner satisfactory to such Contracting Officer or designee.

I-12 152.252-700 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	SOW, dated 15 June 2005
2	CDCG, dated 21 February 2005

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