### ADDITIONAL GOVERNMENT CONTRACT CLAUSES

**GOVERNMENT CONTRACT CLAUSES:** This Order is issued under a contract with the U.S. Government, the following Federal Acquisition Regulation (FAR) and U.S. Government Agency (USG) clauses are incorporated herein by reference. If any of the clauses are not applicable by their terms they shall be self-deleting. The full text of a clause may be accessed electronically at this/these address(es):

- **FAR**: http://www.acquisition.gov/far/
- **USG**: Full text provided below.

Where necessary to derive proper meaning in a subcontract situation from these clauses, “Contractor” means “Seller”, “Contracting Officer” means “Buyer”, “Contract” means this Order and “Government” means “Buyer or the Government or the Sponsor or the Agency”. However, the words “Government”, “Sponsor”, “Agency” and “Contracting Officer” do not change: (a) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative and (b) when title to property is to be transferred directly to the Government.

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<td>(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.</td>
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<td>(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 2 years.</td>
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# USG CLAUSE CLAUSE IN FULL TEXT DATE
40. 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.

41. 152.204-700 Security Requirements – Contract Classification DEC 2001

The Association of the Sponsor with the Contractor is classified UNCLASSIFIED. The work to be performed is classified TOP SECRET/SCI, reports are classified 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 marked with the appropriate classification. 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.

42. 152.203-701 Fraud, Waste, & Abuse, & Other Matters of Urgent Concern – Unclassified Association APR 2009

Anyone who suspects fraud, waste, or abuse in any aspect of the acquisition process or any portion 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 (703) 874-2600. 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.

43. 152.204-701 Security Requirements – General MAR 2013

(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 OGA Security.

(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 “Secret Agreement”, DoD Form 441, and as referenced therein, the National Industrial Security Program Operating Manual (NISPOM), February 2006, and all applicable Sponsor security policies and procedures, including Intelligence Community Directives (ICD's). The Contractor shall maintain a security program that meets the requirements of these documents.

(d) Classified processing on an Information System (IS) requires Sponsor approval and shall be coordinated with the Industrial Security Support Division (ISSD), Industrial Information System Security Manager (ISSM) prior to any information system hardware or software procurement and/or classified processing in support of this contract. The Contractor shall submit a System Security Plan (SSP) to ISSD for accreditation at the level indicated in the Contract Data Classification Guide (CDCG); the Contractor shall adhere to security requirements specified by the Sponsor. The SSP should also address any exceptions to those requirements.

(e) 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.

(f) 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 corrective action. If the Contracting Officer fails to take the necessary corrective action, the Contracting Officer may terminate the contract for 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.

(g) 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.

(h) Classification Authority - Executive Order J 3526 - Classified National Security Information 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.

(i) Identification and Markings - The classification of documentation shall comply with the guidelines set forth in Executive Order 13526 - Classified National Security Information.

(j) In addition, each classified document shall have a classification block in the lower left-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):

Classified By: [Contractor's Agency Identification Number]
Derived From: [*]
Reason: [*]
Declassify On: [*]

*use the classification guidance from the CDCG.
ADDITIONAL GOVERNMENT CONTRACT CLAUSES

(k) 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.

(l) 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.

(m) 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.

(n) The Contractor shall report adverse and security relevant information concerning any of their cleared employees to their COTR and COSR as promptly as possible, but no later than two business days after receipt of such knowledge. Other reporting requirements will be based on the level of clearance held by the employee(s) and other guidance as provided by the Agency's clearance division and/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.

(p) 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:

   1. Modify or rescind such security requirements, or
   2. Waive compliance with such security requirements.

44. 152.204-702 Security Requirements – Clearances OCT 2013

(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 U.S. 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,

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 Intelligence Community Directive (ICD) 704 and have been incorporated by reference in Agency Regulation 7-1. 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 ICD 704; and incorporated by reference in Agency Regulation 7-1.

(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 Agency Regulation 7-1.

(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 Agency Regulation 7-1.

(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 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,
ADDITIONAL GOVERNMENT CONTRACT CLAUSES

45. 152.204-703 Non-Publicity

(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; however, these advertisements may not describe the scope of polygraph requirements in any manner. 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.

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

46. 152.204-705 Foreign Ownership, Control, or Influence

(a) Definitions.

"FOCI package," as used in this clause, means a complete set of Foreign Ownership, Control, or Influence (FOCI) documents to include a Standard Form 328, Certificate Pertaining to Foreign Interests (SF 328), an Organizational Entity Structure (OES) form when there is a parent level entity, and a Key Management Personnel List (KMPL).

"Domestic operational parent," as used in this clause, means a U.S. entity which exercises operational control over its subsidiaries and affiliates. It does not include a holding company or a passive investment company.

(b) Notwithstanding the provisions of Chapter 2 Section 3 of the National Industrial Security Program Operating Manual (NISPOM), February 2006, the Sponsor intends to secure services or equipment from firms which are not under foreign ownership, control, or influence or where any FOCI may, in the opinion of the Sponsor, adversely impact on security requirements. Notwithstanding the limitation on contracting with an offeror under FOCI, the Sponsor 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 Sponsor.

(c) Accordingly, all offerors responding to this RFP or initiating performance of a contract are required to submit or validate a FOCI package for the offeror or contractor and the offeror's or contractor's highest level domestic operational parent, if applicable.

1. An offeror or contractor shall submit its FOCI package at the company or subsidiary level, not at the branch or division level. The OES shall include the complete ownership chain from the highest parent, domestic or foreign, down to any subsidiaries or affiliates the contracting entity may own.

2. A separate FOCI submittal consisting of an SF 328 and a KMPL is also required at the highest level domestic operational parent entity level of the offeror or contractor when such a relationship exists.

3. In accordance with the Certification of Foreign Ownership, Control, or Influence provision incorporated in Section K, the Offeror can satisfy the requirements of this clause by certifying that the Sponsor's FOCI records are current and correct. New or updated FOCI packages can be submitted in either one of the two methods as described in paragraph (e) below.

4. All affirmative answers contained in a SF 328 must explain the identity, nature, degree, and impact on its organization or activities. The Sponsor reserves the right to request additional information.

5. The KMPL must identify the Company Security Officer (CSO) and the required senior management by name, position, social security number, date/place of birth, citizenship status, ownership interest in the company, security clearances and any supplemental information which may be requested.

(d) The Contractor shall report any changes in FOCI status and KMPL information during the period of performance of this contract to the Contracting Officer and submit FOCI packages in accordance with paragraph (e). An updated SF 328 is required of the Contractor or any of its subcontractors whenever there is a change in response to any of the 10 questions on the SF 328. An updated KMPL is required whenever there is a key management personnel change. Failure to provide timely notice may result in termination of Sponsor accredited locations.

(e) The Contractor shall provide FOCI packages and/or updates to the FOCI Program via Hard Copy Submittal or in accordance with the Alternate e-FCL/e-FOCI Method.

1. Hard Copy Submittal to FOCI Program:

   Office of Contracts
   Attn: Jordan S. Blake
   PO Box 40843
   Arlington, VA 22204

2. Alternate e-FCL/E-FOCI Method of FOCI Submittals and/or Updates: Applicable only to Department of Defense (DOD) and/or Department of Energy (DOE) contractors. For DOD and DOE contractors, Sponsor can retrieve FOCI documents from the DSS Electronic Facility Clearance System (e-FCL) or the DOE Electronic FOCI (e-FOCI) database. Sponsor must be notified of changes by completing the "Alternate e-FCL/E-FOCI Method Submittal Form" and faxing it via unclassified fax (703) 874-1130 to the FOCI Program.

* Note: Sponsor conducts its own independent FOCI determination, and therefore reserves the right to request additional documentation and/or require Hard Copy submittals.

(f) The FOCI program is centrally managed by a staff responsible for determining if the offeror or contractor is FOCI eligible or FOCI mitigated. The Contractor shall promptly disclose to the Contracting Officer and the FOCI program any information pertaining to any interest or suspicious activity of a FOCI nature at the Contractor or its subcontractors.

(g) If a Contractor is operating under FOCI mitigation through the Defense Security Services (DSS), the Contractor shall provide a copy of its agreement with DSS to the FOCI address in paragraph (e), as well as any updates to its agreement throughout the duration of any Sponsor accredited locations. The Contractor shall operate in strict accordance with DSS FOCI mitigation.

(h) The offeror or contractor is required to request, collect, and forward to the Sponsor complete FOCI packages from all potential subcontractors undertaking classified work under the offeror's direction and control with its proposal and through the
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entire period of performance of the contract. Offerors are responsible for the thoroughness and completeness of each subcontractor's FOCI package. The alternate e-FCL/e-FOCI method is available for subcontractors. When selecting this method, the "Alternate e-FCL/e-FOCI Method of FOCI Submittal Form" shall be attached to the "Subcontractor Notification Form" in lieu of the FOCI package.

47. 152.204-706 Security Requirements – Software Certification  DEC 2011
(a) The Contractor certifies that it will undertake to ensure that any software to be provided or any Government Furnished Software to be returned, under this contract will be provided or returned free from computer virus, which could damage, destroy, or maliciously alter software, firmware, or hardware, or which could reveal to unauthorized persons any data or other information accessed through or processed by the software.
(b) The Contractor shall immediately inform the Contracting Officer when it has a reasonable suspicion that any software provided or returned, to be provided or returned, or associated with the production may cause the harm described in paragraph (a) above.
(c) If the Contractor intends to include in the delivered software any computer code not essential to the contractual requirement, this shall be explained in full detail to the Contracting Officer and Contracting Officer's Technical Representative (COTR).
(d) The Contractor acknowledges its duty to exercise reasonable care, to include the following, in the course of contract performance:

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

48. 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.

49. 152.204-719 Notification of Issuance of Subcontracts with Any Classified Aspects  APR 2013
(a) 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, wherein any aspect of the work is classified. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
(b) The Contractor shall provide to the Contracting Officer written notice of all subcontracts issued hereunder wherein any aspect of the subcontract work, reports, hardware is classified and/or if the subcontractor has a need to know of a classified association between the Agency and the prime contractor. Notification shall be accomplished 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 SF 328, an OES, and a KMPL for the subcontractor and the subcontractor's highest level domestic operational parent organization as required by the clause entitled “Foreign Ownership, Control, or Influence” (FOCI) of this contract. Subcontractor notification shall be provided to the Contracting Officer within 14 days of entering into such subcontracts.

(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 FOCI documentation through the prime contractor to the Contracting Officer as described in paragraph (b) above.

50. 152.204-722 Reporting and Training Requirements for ISSA/TS Approved Contractor Personnel  OCT 2013
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 Agency Regulation 13-13 Unofficial Contact with Foreign Nationals.
(c) Foreign Travel. All personal foreign travel must be reported in accordance with Agency Regulation 13-15 Personal Foreign Travel.
(d) Outside Activities. All contractors must report participation in outside activities as defined in Agency Regulation (AR) 13-11 Outside Activities in accordance with the procedures as set forth in AR 13-11(b).
(e) Agency Information Security Course (AISC). All contractors with access to Agency Information Systems must complete annual Infosec training.
(f) Counterintelligence Training. Contractors working on Sponsor contracts shall complete the CI Essentials training course unless s/he has completed a Counterintelligence and Security Program (CISP) course within the past five calendar years. Contractors
working on ODNI contracts shall complete the CI Awareness for the ODNI (CIAO) training course within three months of assignment to the ODNI and complete annual refresher CI training as designated by ODNI/MSD/CI.

51. 152.204-727 Restrictions Against 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 are 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.

52. 152.204-733 Timely Notice of Litigation DEC 2011

(a) The Contractor hereby agrees to immediately give written notice to the Contracting Officer of any current litigation or any anticipated litigation that may arise during the course of the performance of this contract or thereafter, that involves or in any way relates to or affects: (1) any aspect of this contract, (2) its terms or costs, (3) pertinent subcontracts, or (4) the Customer’s relationship with the Contractor or its subcontractors. This notice shall include all relevant information with respect to the litigation. This notice requirement is a continuing obligation and survives termination, settlement or close-out of the contract.

(b) 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.

(c) 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.

(d) The Contractor agrees to insert paragraphs (a) through (d) of this clause 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.

(e) The Prime Contractor shall fax a copy of the notice of litigation to the Contracting Officer and to the Contract Law Division at the following fax numbers:

   Contracting Officer (703) 744-6661/7877
   Contract Law Division (703) 874-4104

53. 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 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.

54. 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
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confide.

(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 so long as the information remains proprietary; (2) refrain from using the information for any purpose other than support of the Government contract for which it was furnished. The contractor shall provide a properly executed copy of any such agreement(s) to the Contracting Officer. These restrictions are not intended to protect data furnished voluntarily without limitations on their use. Neither are they intended to protect data, available to the Government or contractor, from other sources without restriction.

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

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

(g) The contractor further agrees that the Government may periodically review contractor's compliance with these provisions or require such self-assessments or additional certifications as the Government deems appropriate. The contractor is on notice that this clause supplements, but does not supersede, the contractor's obligations under paragraph (b) of clause 152.209-701, Organizational Conflict of Interest- General.

55. 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 any 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 contract employee alleging any violation of an equal employment opportunity requirement connected to performance of this contract or connected to activities occurring on Federal property.

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

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

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

56. 152.223-702 Hazardous Waste Liability and Indemnification JAN 2004

Upon receiving hazardous waste, the Contractor agrees to indemnify and hold the Government harmless from any and all financial responsibility arising from pollution liability and/or pollution-related damages, costs, claims, demands and expenses, including but not limited to, the standards issued by the Secretary of Labor at Part 1926 and Part 7078 of Title 40 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 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.

58. 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.
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(b) When requested by the Contracting Officer or the authorized representative of the Contracting Officer, the Contractor shall conduct an investigation of the accident and shall prepare a report that identifies all pertinent facts related to the accident. The report shall include, but not be limited to, the underlying cause(s) of the accident and the actions the Contractor shall take to prevent the recurrence of similar accidents. The Contractor shall submit the report to the Contracting Officer or the authorized representative of the Contracting Officer not later than fourteen (14) calendar days from the date the accident occurs.

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

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

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

59. 152.228-703 Liability Insurance Limits JUN 2006
In accordance with clause .52.228-5 Insurance - Work On A Government Installation, 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.

60. 152.242-716 Past Performance Information – Referencing Agency Contracts JUL 2012
(a) 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.

(b) 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.

61. 152.243-700 Changes Requiring No Equitable Adjustment MAR 2004
(a) Purpose. The purpose of this paragraph is to establish a procedure whereby one contractual modification will be used both to direct a change pursuant to the "Changes" clause of this contract and to settle any question of equitable adjustments that might arise. This procedure shall apply only to those changes that will have no effect on the contract price, delivery schedule, or other provisions of the contract.

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

62. 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.

63. 152.243-702 Engineering Change Proposals DEC 2010
(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 meets the criteria for its submission under FAR 15.403-4, the Contractor shall submit:

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

# OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS (OFCCP) CONTRACT INTERIM PROVISIONS:

64. VIETNAM ERA VETERANS’ READEJUSTMENT ASSISTANCE ACT OF 1974, AS AMENDED, (VEVRAA). This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

65. AFFIRMATIVE ACTION AND NONDISCRIMINATION OBLIGATIONS REGARDING INDIVIDUALS WITH DISABILITIES. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.