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.

<table>
<thead>
<tr>
<th>#</th>
<th>FAR Clause</th>
<th>Clause Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>52.202-1</td>
<td>Definitions</td>
<td>NOV 2013</td>
</tr>
<tr>
<td>2</td>
<td>52.203-3</td>
<td>Gratuities</td>
<td>APR 1984</td>
</tr>
<tr>
<td>3</td>
<td>52.203-5</td>
<td>Covenant Against Contingent Fees</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>4</td>
<td>52.203-6</td>
<td>Restrictions on Subcontractor Sales to the Government</td>
<td>SEP 2006</td>
</tr>
<tr>
<td>5</td>
<td>52.203-7</td>
<td>Anti-Kickback Procedures</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>6</td>
<td>52.203-8</td>
<td>Cancellation, Recession, and Recovery of Funds for Illegal or Improper Activity</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>7</td>
<td>52.203-10</td>
<td>Price or Fee Adjustment for Illegal or Improper Activity</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>8</td>
<td>52.203-12</td>
<td>Limitation on Payments to Influence Certain Federal Transactions</td>
<td>OCT 2010</td>
</tr>
<tr>
<td>9</td>
<td>52.203-13</td>
<td>Contractor Code of Business Ethics and Conduct</td>
<td>APR 2010</td>
</tr>
<tr>
<td>10</td>
<td>52.203-15</td>
<td>Whistleblower Protections Under the American Recovery &amp; Reinvestment Act of 2009</td>
<td>JUN 2010</td>
</tr>
<tr>
<td>11</td>
<td>52.209-6</td>
<td>Protecting The Government's Interest When Subcontracting With Contractors</td>
<td>AUG 2013</td>
</tr>
<tr>
<td></td>
<td>52.219-8</td>
<td>Utilization of Small Business Concerns</td>
<td>JUL 2013</td>
</tr>
<tr>
<td>12</td>
<td>52.222-26</td>
<td>Equal Opportunity</td>
<td>MAR 2007</td>
</tr>
<tr>
<td>13</td>
<td>52.222-35</td>
<td>Equal Opportunity for Veterans</td>
<td>JUL 2014</td>
</tr>
<tr>
<td>14</td>
<td>52.222-36</td>
<td>Equal Opportunity for Workers with Disabilities</td>
<td>JUL 2014</td>
</tr>
<tr>
<td>15</td>
<td>52.222-37</td>
<td>Employment Reports on Veterans</td>
<td>JUL 2014</td>
</tr>
<tr>
<td>16</td>
<td>52.222-40</td>
<td>Notification of Employee Rights Under the National Labor Relations Act</td>
<td>DEC 2010</td>
</tr>
<tr>
<td>17</td>
<td>52.222-50</td>
<td>Combating Trafficking in Persons</td>
<td>FEB 2009</td>
</tr>
<tr>
<td>18</td>
<td>52.223-6</td>
<td>Drug-Free Workplace</td>
<td>MAY 2001</td>
</tr>
<tr>
<td>19</td>
<td>52.227-14</td>
<td>Rights in Data — General</td>
<td>DEC 2007</td>
</tr>
<tr>
<td></td>
<td>52.227-16</td>
<td>Alternate I</td>
<td>DEC 2007</td>
</tr>
<tr>
<td>20</td>
<td>52.227-17</td>
<td>Additional Data Requirements</td>
<td>JUN 1987</td>
</tr>
<tr>
<td>21</td>
<td>52.242-13</td>
<td>Bankruptcy</td>
<td>JUL 1995</td>
</tr>
<tr>
<td>22</td>
<td>52.244-6</td>
<td>Subcontracts for Commercial Items</td>
<td>JUL 2013</td>
</tr>
<tr>
<td>23</td>
<td>52.247-64</td>
<td>Preference for Privately Owned U.S.-Flag Commercial Vessels</td>
<td>FEB 2006</td>
</tr>
<tr>
<td>24</td>
<td>52.249-6</td>
<td>Termination — Cost Reimbursement</td>
<td>MAY 2004</td>
</tr>
<tr>
<td>25</td>
<td>52.249-14</td>
<td>Excusable Delays</td>
<td>APR 1984</td>
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<th>USG Clause</th>
<th>Clause in Full Text</th>
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<tr>
<td>27</td>
<td>152.203-700</td>
<td>Compliance with the Constitution and Statutes of the United States</td>
<td>AUG 1996</td>
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<td></td>
<td></td>
<td>Nothing in this contract shall be construed to authorize any activity in violation of the Constitution or Statutes of the United States.</td>
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<td>28</td>
<td>152.204-700</td>
<td>Security Requirements – Contract Classification</td>
<td>DEC 2011</td>
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<td>The Association of the Sponsor with the Contractor is classified [Unclassified]. The work to be performed is classified [TS/SCI], reports are classified [TS/SCI], 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 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.</td>
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<td>29</td>
<td>152.204-701</td>
<td>Security Requirements – General</td>
<td>MAR 2013</td>
</tr>
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<td>(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 [Laura M.] and can be reached on [703-613-3670].</td>
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<td>(b) The provisions of this clause shall apply to the extent that any aspect of this contract is classified.</td>
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<td>(c) The Contractor is obligated to comply with all relevant clauses and provisions incorporated into this contract and with the “Secrecy Agreement”, DD Form 441, and as referenced therein, the National Industrial Security Program Operating Manual</td>
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## ADDITIONAL GOVERNMENT CONTRACT CLAUSES

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<td>NISPOM, February 2006, and all applicable Sponsor security policies and procedures, including Intelligence Community Directives (ICDs). The Contractor shall maintain a security program that meets the requirements of these documents.</td>
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<td>(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.</td>
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<td>(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:</td>
<td>(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.</td>
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<td>(f) When deficiencies in the Contractor's security program are noted which do not warrant immediate default, the Contractor shall provide a written notice of the deficiencies and be given a period of 90 days in which to take corrective action. If the Contractor fails to take the necessary corrective action, the Contracting Officer may terminate the whole or any part of this contract for default. The Contractor shall maintain and administer, in accordance with all relevant clauses and provisions set forth or incorporated into this contract, a security program that meets the requirements of these documents.</td>
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<td>(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.</td>
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<td>(h) Classification Authority - Executive Order 13526: 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.</td>
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<td>(i) Identification and Markings -- The classification of documentation shall comply with the guidelines set forth in Executive Order 13526: Classified National Security Information.</td>
<td>In addition, each classified document shall have a classification block in the lower left-hand comer 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.</td>
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<td>(k) Each classified document shall indicate which paragraphs or, other portions, including subjects and titles, are classified and which are unclassified. The symbol &quot;(TS)&quot; for Top Secret, &quot;(S)&quot; for Secret, &quot;(C)&quot; for Confidential, and &quot;(U)&quot; for Unclassified will be placed at the beginning of the text to which it applies. Non-text portions of document, such as photographs, graphs, charts, and maps, will be marked in a readily discernible manner, as will their captions.</td>
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<td>(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.</td>
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<td>(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 Contractor's Contracting Officer.</td>
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<td>(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.</td>
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<td>(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.</td>
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<td>(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:</td>
<td>(1) Modify or rescind such security requirements, or (2) Waive compliance with such security requirements.</td>
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</table>
30. **152.204-702**  
**Security Requirements – Clearances**  
**NOV 2014**

(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 security regulations. 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 security regulations.

(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 security regulations.

(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 security regulations.

(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, information systems, communications, and protective programs.

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31. **152.204-703**  
**Non-Publicity**  
**DEC 2011**

(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 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.
ADDITIONAL GOVERNMENT CONTRACT CLAUSES

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<tr>
<th>#</th>
<th>USG Clause</th>
<th>Clause in Full Text</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>32</td>
<td>152.204-705</td>
<td>Foreign Ownership, Control, or Influence</td>
<td>APR 2013</td>
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<td>(a) Definitions.</td>
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<td>&quot;FOCI package,&quot; 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). &quot;Domestic operational parent,&quot; 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.</td>
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<td>(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.</td>
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<td>(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.</td>
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<td>(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.</td>
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<td>(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.</td>
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<td>(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.</td>
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<td>(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.</td>
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<td>(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.</td>
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<td>(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 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.</td>
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<td>(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.</td>
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<td>(1) Hard Copy Submittal to FOCI Program;</td>
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<td>Office of Contracts</td>
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<td>Attn.: Jordan S. Blake</td>
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<td>Arlington, VA 22204</td>
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<td>(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 &quot;Alternate e-FCL/e-FOCI Method Submittal Form&quot; and faxing it via unclassified fax (703) 874-1130 to the FOCI Program.</td>
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<td>&quot;Note: Sponsor conducts its own independent FOCI determination, and therefore reserves the right to request additional documentation and/or require Hard Copy submittals.</td>
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<td>(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.</td>
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<td>(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 its OSS FOCI mitigation.</td>
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<td>(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 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 &quot;Alternate e-FCL/e-FOCI Method of FOCI Submittal Form&quot; shall be attached to the &quot;Subcontractor Notification Form&quot; in lieu of the FOCI packages.</td>
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</table>

33. 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
## ADDITIONAL GOVERNMENT CONTRACT CLAUSES

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<th>#</th>
<th>USG Clause</th>
<th>Clause in Full Text</th>
<th>Date</th>
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| 34 | 152.204-719 | Notification of Issuance of Subcontracts with Any Classified Aspects  
(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 SF328, 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.  

(1) If the Contractor provides the Contracting Officer authorization via the "Prime Subcontractor Release Form," the Contracting Officer shall provide a “Subcontractor Status Report,” when it is available. If the subcontractor’s status is “approved,” then FOCI documentation is not required unless it is a FOCI update.  

(2) The Alternate e-FCL/e-FOCI Method of FOCI submittals and/or updates is also available for a subcontractor, but a memorandum, with e-FCL/e-FOCI retrieval information as defined in paragraph (e)(2) of the FOCI clause, must be attached to the “Subcontractor Notification Form” in lieu of the hardcopy SF 328 package.  

(c) In accordance with contract clause 152.204-701, Security Requirements – General, security requirements are a material condition of this contract and any subcontracts with any classified aspects. The Contractor’s obligations under this clause are in addition to any other provision of this contract, if any, relating to subcontracting. The Contractor is responsible for ensuring that all subcontractors having access to classified information must have the necessary Agency personnel clearances. The contractor is also responsible for ensuring that subcontractors do not have FOCI concerns that would preclude the subcontractors from performing classified work (e.g., subcontractors shall be held to the same standards as the prime contractors regarding FOCI eligibility). The FOCI program conducts subcontractor reviews utilizing FOCI documentation submitted via the “Subcontractor Notification Form.”  

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. |
| 35 | 152.204-722 | Reporting and Training Requirements for ISSA/TS Approved Contractor Personnel  
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 regulations.  

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

(d) Outside Activities. All contractors must report participation in outside activities as defined in Agency regulations in accordance with Agency procedures.  

(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/CL. |
| 36 | 152.204-723 | Prohibition Against Recruiting on Agency Controlled Facilities  
(a) The Contractor shall inform its employees and subcontractors that they are not permitted to engage in employment recruitment while on any facility owned, leased, or otherwise controlled by the Agency or to use Agency communications systems (e.g., cable and computer systems) and nonpublic information in connection with recruitment without written approval of the Contracting Officer. For purposes of this clause, recruitment refers to discussions of future employment with the contractor or subcontractor initiated by an employee of the contractor or subcontractor, distribution of employment forms or other employment paperwork, or similar activities directed towards obtaining the employment of any individual by the contractor or subcontractor. Any Contractor or subcontractor employee who violates this policy may be denied further access to Agency controlled facilities and systems. The Contractor shall emphasize this fact to its employees and subcontractors and shall include the substance of this clause in each subcontract issued under this contract.  

(b) The prohibition set forth in paragraph (a) above does not apply to the recruitment of Agency personnel enrolled in the Agency’s Career Transition Program.  

(c) Denial of access to Agency controlled facilities and systems as described in paragraph (a) of this clause shall not relieve the Contractor from full performance of the requirements of this contract, nor will it provide the basis for any claims against the Government. | OCT 2008 |
ADDITIONAL GOVERNMENT CONTRACT CLAUSES

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<th>USG Clause</th>
<th>Clause in Full Text</th>
<th>Date</th>
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<tbody>
<tr>
<td>37</td>
<td>152.204-727</td>
<td>Restrictions Against Former Sponsor Employees</td>
<td>APR 2009</td>
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<tr>
<td></td>
<td>(a)</td>
<td>Except as authorized in writing by the Contracting Officer, the Contractor shall not use any person in the direct performance of this contract who:</td>
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<td>(1) Has resigned from employment with the Sponsor within the previous 18 months;</td>
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<td>(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</td>
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<td>(3) Was terminated from employment with the Sponsor.</td>
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<td>(b)</td>
<td>Paragraph (a) includes the use of a person as a contractor employee, subcontractor employee, consultant, independent contractor, or similar arrangement.</td>
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<td>(c)</td>
<td>Paragraph (a)(1) does not apply to persons who are retired from the Sponsor.</td>
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<td>(d)</td>
<td>The Contractor agrees to include in each subcontract a clause requiring compliance with these restrictions by the subcontractor and succeeding levels of subcontractors.</td>
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<tr>
<td>38</td>
<td>152.204-729</td>
<td>Cleared Personnel Certification Report</td>
<td>MAR 2009</td>
</tr>
<tr>
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<td>(a)</td>
<td>On 31 March of each year and at contract completion, the Contractor shall submit a Cleared Personnel Certification Report as detailed below.</td>
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<td>(b)</td>
<td>The Contractor shall submit three (3) copies of a certified report that provides an accounting of all cleared personnel, both direct and indirect, including prime and subcontractor personnel that are either assigned to or sponsored under the contract to the following:</td>
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<td>(1) One copy to the Contracting Officer.</td>
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<td>(2) One copy to the COTR.</td>
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<td>(3) One copy to the following address:</td>
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<td></td>
<td></td>
<td>Alec Riggs</td>
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<td></td>
<td></td>
<td>Attn: Chief/BOT</td>
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<td></td>
<td>PO Box 1087</td>
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<td>Vienna, VA 22183</td>
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<td>(c)</td>
<td>The report shall include the following information on all cleared personnel assigned to or sponsored under the contract.</td>
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<td>(d)</td>
<td>Within 60 days after completion of the contract, the report shall provide disposition information for all cleared personnel. In those cases where the clearances are transferred to another contract, the report shall indicate the contract number for the receiving contract. The certified report shall include all cleared personnel, both direct and indirect, including prime and subcontractor personnel, assigned to or sponsored under the contract.</td>
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<tr>
<td>39</td>
<td>152.204-733</td>
<td>Timely Notice of Litigation</td>
<td>DEC 2011</td>
</tr>
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<td>(a)</td>
<td>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.</td>
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<td>(b)</td>
<td>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.</td>
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<td>(c)</td>
<td>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.</td>
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<td>(d)</td>
<td>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.</td>
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<td>(e)</td>
<td>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:</td>
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<td>Contracting Officer [ 703-374-7386 ]</td>
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<td>Contract Law Division [ 703-874-3208 ]</td>
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ADDITIONAL GOVERNMENT CONTRACT CLAUSES

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<tbody>
<tr>
<td>40</td>
<td>152.209-701</td>
<td>Organizational Conflicts of Interest: General</td>
<td>JUL 2003</td>
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<tr>
<td></td>
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<td>(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.</td>
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<td>(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.</td>
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<td>(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.</td>
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<td>(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 &quot;contract,&quot; &quot;contractor,&quot; and &quot;contracting officer&quot; modified appropriately to preserve the Government's rights.</td>
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<td>(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.</td>
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<td>(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.</td>
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<tr>
<td>41</td>
<td>152.215-700</td>
<td>Audit and Records – Negotiation – Alternate II</td>
<td>OCT 2013</td>
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<tr>
<td></td>
<td></td>
<td>(a) As used in this clause, &quot;records&quot; 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.</td>
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<td>(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 charged to the contract until such appeals, litigation, or claims are finally resolved.</td>
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<td>(c) Certified cost or pricing data. If the Contractor has been required to submit certified 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 certified cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to-</td>
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<td>(1) The proposal for the contract, subcontract, or modification;</td>
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<td>(2) The discussions conducted on the proposal(s), including those related to negotiating;</td>
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<td>(3) Pricing of the contract, subcontract, or modification; or</td>
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<td>(4) Performance of the contract, subcontract or modification.</td>
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<td>(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 -</td>
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<td>(1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and</td>
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<td>(2) The data reported.</td>
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<td>(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 -</td>
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<td>(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated 3 years after any resulting final termination settlement; and</td>
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<td>(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.</td>
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<td>(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 -</td>
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<td>(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;</td>
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<td>(2) For which certified cost or pricing data are required; or</td>
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<td>(3) That require the subcontractor to furnish reports as discussed in paragraph (d) of this clause.</td>
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<td>The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.</td>
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<td>(g) The provisions of OMB Circular No. A-133, “Audits of States, Local Governments, and Nonprofit Organizations,” apply to this contract.</td>
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ADDITIONAL GOVERNMENT CONTRACT CLAUSES

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<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>42</td>
<td>152.222-700</td>
<td>Equal Employment Opportunity</td>
<td>JAN 2004</td>
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<tr>
<td></td>
<td></td>
<td>(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.</td>
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<td>(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.</td>
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<td>(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.</td>
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<td>(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.</td>
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<td>(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.</td>
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<td>(f) The Contractor's noncompliance with the provisions of this clause may be grounds for termination under the default provisions of this contract.</td>
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<td>(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.</td>
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<tr>
<td>43</td>
<td>152.222-702</td>
<td>Establishing a Minimum Wage for Contractors</td>
<td>NOV 2014</td>
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<td></td>
<td>This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, dated June 12, 2014.</td>
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<td>(a) Each service employee, laborer, or mechanic employed in the United States (the 50 States and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be $10.10 per hour.</td>
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<td>(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on <a href="http://www.wdol.gov">www.wdol.gov</a> (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.</td>
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<td>(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.</td>
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<td>(d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).</td>
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<td>(e) The Contractor shall include the substance of this clause, including this paragraph (e) 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.</td>
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<td>44</td>
<td>152.223-704</td>
<td>Workplace Health and Safety</td>
<td>JAN 2004</td>
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<tr>
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<td>(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.</td>
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<td>(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 workite, shall be deemed sufficient notice of the noncompliance and shall also be in writing. 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.</td>
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<td>(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.</td>
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<td>45</td>
<td>152.223-705</td>
<td>Accident Reporting</td>
<td>JAN 2004</td>
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(a) The Contractor shall provide oral notification to the Contracting Officer or the authorized representative of the Contracting Officer when an accident occurs on Federal property in connection with performance of this contract. Notification must be given not later than twenty-four (24) hours after the accident occurs.

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

(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.

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

46. **VIETNAM ERA VETERANS’ READJUSTMENT 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.

47. **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.