

JUN 24 2004 9:16 AM SPONSORED RESEARCH GAU

NO. 089 P.2/2  
NO. 214 P.2

OMB Approved 2700-0002

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A FIRM-FIXED-PRICE UNDER DEAF (15 CFR 201)		NATM		PAGE: 1 OF 1 PAGES	
2. CONTRACT (Proc. Reg. Ident.) NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
		01 June 2004					
5. ISSUED BY		CODE		6. ADMINISTERED BY (if other than item 5)		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state and ZIP Code)						8. DELIVERY	
George Washington University 212 I Street NW Suite 701 Washington, DC 20052						<input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)	
						9. DISCOUNT FOR PROMPT PAYMENT	
						10. SUBJECT INVENTORY (if copies unless otherwise indicated) TO THE ADDRESS SHOWN IN:	
						G-5	
11. SHIP TO/MARK FOR		FACILITY CODE		12. PAYMENT WILL BE MADE BY			
13. AUTHORITY FOR USING OTHER FULL AND OPEN COMPETITION:				14. ACCOUNTING AND APPROPRIATION DATA			
<input type="checkbox"/> 10 U.S.C. 2304(c) ) <input checked="" type="checkbox"/> 41 U.S.C. 253(a)(1) )							
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
<b>15G. TOTAL AMOUNT OF CONTRACT</b>						\$	
<b>16. TABLE OF CONTENTS</b>							
(*) SEC	DESCRIPTION	PAGES	(*) SEC	DESCRIPTION	PAGES		
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17. <input checked="" type="checkbox"/> <b>CONTRACTOR'S NEGOTIATED AGREEMENT</b> (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> <b>AWARD</b> (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award constitutes the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.					
19A. NAME AND TITLE OF SIGNER (Type or print) Carol K. Sigelman Associate VP for Research/Graduate Studies		19B. NAME OF CONTRACTING OFFICER					
19C. NAME OF CONTRACTOR		19D. DATE SIGNED					
		6-24-04					
(Signature of person signing)		19E. DATE SIGNED					
		6/7/04					
		Contracting Officer					

(b)(3)

(b)(3)

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(b)(6)

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(b)(3)

**SECTION A - SOLICITATION/CONTRACT FORM**

A.1 [redacted] Use of Facsimile Signatures (JUN 2002)

(b)(3)

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

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

B.1 [redacted] Type of Contract and Consideration (FFP-LOET) (OCT 2003)

(b)(3)

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

(b)(3)

	Base Year
FFP/LOE	[redacted]
Hours	2,088
POP	01 June 2004 - 31 May 2005

(b)(3)

**Unexercised Options**

	Option Year 1	Option Year 2
FFP/LOE	[redacted]	[redacted]
Hours	2,088	2,088
POP	01 June 2005 - 31 May 2006	01 June 2006 - 31 May 2007

(b)(3)

(b) The Contractor shall expend its best effort towards accomplishing the work outlined in the clause entitled "Scope of Contract". The level-of-effort required for total performance under this contract is a minimum of 2,025 labor hours and a maximum of 2,151 labor hours.

+/- 3% Swing	Base Year
Minimum	2,025
Target	2,088
Maximum	2,151

**Unexercised Options**

	Option Year 1	Option Year 2
FFP/LOE	[redacted]	[redacted]
Hours	2,088	2,088
POP	01 June 2005 - 31 May 2006	01 June 2006 - 31 May 2007

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(b)(3)

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

Labor Category	Base Year
Cataloguer (Chinese Language)	2,088
Total	2,088

## Unexercised Options

Labor Category	Option Year 1	Option Year 2
Cataloguer (Chinese Language)	2,088	2,088
Total	2,088	2,088

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

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

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

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

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

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

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

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(b)(3)

**B.2 [redacted] Option for Increased Quantity – Direct Hours (FFP-LOET) (OCT 2003)**

(b)(3)

(a) The parties recognize that the total amount of direct labor hours set forth in the "Type of Contract and Consideration" clause in Section B represent(s) the best estimate of the number of direct hours that will be required to accomplish this contract effort. As the work continues or evolves, the effort originally contemplated may enlarge or modify, necessitating additional hours in excess of the amount set forth in said clause. As long as the additional effort is deemed by the contracting officer to be within the scope of the contract, the total amount of direct hours may be increased in order that additional effort may be performed. Unless otherwise specified in the contract, any increase in total hours shall be at the firm fixed price (FFP) hourly rate as set forth in paragraph (b) below.

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

**Base (01 June 2004 to 31 May 2005):**

Labor Category	FFP/Hour
Cataloguer (Chinese Language)	[redacted]

(b)(3)

**Option within Option Year 1 (01 June 2005 to 31 May 2006):**

Labor Category	FFP/Hour
Cataloguer (Chinese Language)	[redacted]

(b)(3)

**Option within Option Year 2 (01 June 2006 to 31 May 2007):**

Labor Category	FFP/Hour
Cataloguer (Chinese Language)	[redacted]

(b)(3)

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

**B.2 [redacted] Scope of Contract (Fixed-Price, Level-of-Effort Term) (OCT 2003)**

(b)(3)

The Contractor shall:

(a) On a Level-of-Effort basis, perform assigned tasks, in accordance with the Statement of Work (SOW).

(b) In accordance with the terms and conditions set forth hereafter, furnish the necessary qualified and properly cleared personnel, services, travel, facilities, and materials (except those specifically designated to be provided by the Government) to enable accomplishment of the specific tasks identified by the Statement of Work.

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(b)(3)

(c) Conduct and/or participate in a Progress Review Meeting, as required by the COTR in order to review task performance and completion.

(d) Prepare and submit monthly **3 copies (1-copy to CO; 2-copies to COTR)** of the contract status report.

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(b)(3)

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

C.1  Statement of Work (OCT 2003)

(b)(3)

The Sponsor's Statement of Work entitled Gelman Library – the China Security Documentation Center dated 16 April 2004, which is incorporated by reference or attached hereto, is made a part of this contract.

**SECTION D - PACKAGING AND MARKING**

Not Applicable

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far>

52.246-4 Inspection of Services - Fixed-Price. AUG 1996

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(b)(3)

**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far>

- 52.242-15 Stop-Work Order.
- 52.242-17 Government Delay of Work.

AUG 1989  
APR 1984

**F.2 [redacted] Late Delivery (AUG 1996)**

(b)(3)

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

**F.3 [redacted] Period of Performance (AUG 1996)**

(b)(3)

The period of performance of this contract shall be from 01 June 2004 to 31 May 2005.

- Option Year 1: 01 June 2005 to 31 May 2006
- Option Year 2: 01 June 2006 to 31 May 2007

**F.4 [redacted] Place of Performance (AUG 1996)**

(b)(3)

The principal place of performance under this contract shall be the Sponsor's facility located at the Contractor's facility.

**F.5 [redacted] Contract Status Report (DEC 2001)**

(b)(3)

Monthly contract status reports shall be submitted in 3 copies (One copy to the CO; Two copies to the COTR) not later than 15 calendar days after the close of the month covered by the report. Such report shall be in the format as provided in the attached Monthly Contract Status Report exemplar. Failure to submit this report will result in delay in payment of invoices.

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(b)(3)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 [redacted] Settlement - Fixed Price Services (FEB 2002)

(b)(3)

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

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

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

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

G.2 [redacted] Billing Cycle (JAN 2004)

(b)(3)

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

G.3 [redacted] Invoicing and Payment Instructions (General) Unclassified Association (JAN 2004)

(b)(3)

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

[redacted]

(b)(3)

However, the preferred method of submitting invoices to the payment office is via facsimile (FAX) machine. Contractors may use any of the numbers listed below. When Contractors transmit original invoices via FAX, do not follow up with additional mailed copies; doing so will cause your company to lose the FAX option.

- A - D
- E - K
- L - R
- S - Z

[redacted]

(b)(3)

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

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

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

(b)(3)

**G.4 [redacted] Billing Instructions (JAN 2004)**

(b)(3)

Contractor shall submit invoices on a monthly basis in arrears. Contractors shall combine delivery tickets on a consolidated invoice with each ticket listed as a separate line item by number, date, and amount. A legible copy of the delivery ticket must accompany the contractor's invoice.

**G.5 [redacted] Electronic Submission of Payment Requests (JAN 2004)**

(b)(3)

(a) Definitions. As used in this clause-

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

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using the Agency's Web Invoicing System (WInS). Information regarding WInS is available by calling the Vendor Service Center [redacted]

(b)(3)

(c) If the Contractor is unable to submit a payment request in electronic form, or the Agency is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using the procedures in the "Invoicing and Payment Instructions" clause of the contract.

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

(e) The Contractor shall submit any supporting documentation to a specific payment request (e.g. final invoice) in hard copy direct to the office as stated in the separate contract clause.

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(b)(3)

**G.6 [redacted] Authority and Designation of a Contracting Officer's Technical Representative (COTR) (MAR 2004)**

(b)(3)

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

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

Name Telephone No.  
Diane E. [redacted]

(b)(3)

Alternate Name Telephone No.  
N/A

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

**G.7 [redacted] Novation/Change-of-Name Notification Requirement (MAR 2004)**

(b)(3)

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

[redacted]

(b)(3)

[redacted]

(b)(3)

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

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

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

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

**G.8  Emergency Locator and Points-of-Contact Information in LOCATOR (FEB 2002)**

(b)(3)

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

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

(b)(3)

(b)(3)

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

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

(b)(3)

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

(b)(3)

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

(1) Full name, Social Security Number, Agency Identification Number (AIN) or Security File Number;

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

(3) Primary assigned office, building, floor, vault;

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

(5) Company name; Subcontractor employees shall include both the name of the prime contractor and the name of the company they are employed by;

(6) Full name and telephone number of an emergency point-of-contact at the Prime Contractor's company who is not employed at the same Sponsor facility where this contract will be performed; and,

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(b)(3)

(7) Full name, street address, and telephone number of a personal emergency point-of-contact as designated by each person whose name is entered into the database.

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

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

(b)(3)

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

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 [redacted] Fraud, Waste, and Abuse - Unclassified Association (DEC 2002)

(b)(3)

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

(b)(3)

H.2 [redacted] Security Requirements - Contract Classification (JUL 1997)

(b)(3)

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

(b)(3)

[X] [redacted] attached (check if applicable).

(b)(3)

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

(b)(3)

(b)(3)

H.3 [redacted] Security Requirements - General (JUL 2003)

(b)(3)

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

(b)(3)

(b)(3)

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

(c) The Contractor is obligated to comply with all relevant clauses and provisions incorporated into this contract and with the "Contractor Secrecy and Security Agreement", Form 4177, and as referenced therein, the "National Industrial Security Program Operating Manual (NISPOM)" dated January 1995, and all applicable Sponsor security policies and procedures, including Director of Central Intelligence Directives (DCID). The contractor shall maintain a security program that meets the requirements of these documents.

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

(1) All or substantially all of the Contractor's business, or

(2) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed, or

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(3) A separate and complete major industrial operation in connection with the performance of this contract.

(e) When deficiencies in the Contractor's security program are noted which do not warrant immediate default, the Contractor shall be provided a written notice of the deficiencies and be given a period of 90 days in which to take corrective action. If the Contractor fails to take the necessary corrective action, the Contracting Officer may terminate the whole or any part of this contract for default. The Contractor shall maintain and administer, in accordance with all relevant clauses and provisions set forth or incorporated into this contract, a security program that meets the requirements of these documents.

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

(g) Classification Authority -- Executive Order 12958 dated 20 April 1995, "Classified National Security Information", and implementation directives, provides principles and procedures for the proper classification and declassification of material. These principles and procedures are applicable to classified documents or materials generated by the Contractor in performance of this contract.

(h) Identification and Markings -- The classification of documentation shall comply with the guidelines set forth in Executive Order 12958.

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

CL BY:	<input type="text"/>
CL REASON:	[       ]
DECL ON:	[       ]
DRV FROM:	[       ]

(b)(3)

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

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

(b)(3)

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

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

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

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

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(b)(3)

cure notice.

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

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

H.4 [redacted] Security Requirements - Clearances (SEP 2002)

(b)(3)

(a) The Agency only conducts security screening on contractor personnel who are employees of the contractor company at the time the contractor requests a security clearance or access approval. In order to access an Agency facility, the contractor employee must be a U.S. citizen. In order to receive a security clearance or access approval, contractor personnel shall be US citizens and provide the following information for use in the clearance process:

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

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

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

(b)(3)

(b)(3)

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

(b)(3)

(b)(3)

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

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guidelines issued pursuant to Executive Order 12968 and incorporated by reference in [redacted]

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

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

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

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

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

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

**H.5 [redacted] Non-Publicity (DEC 2003)**

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

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

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**H.6 [REDACTED] Request for Clause Waiver Due to Security Requirements (JUL 1997)**

(b)(3)

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

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

**H.7 [REDACTED] Foreign Ownership, Control, or Influence (SEP 2002)**

(b)(3)

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

(b) Accordingly, all Offerors responding to this RFP or initiating performance of a contract are required to submit a Standard Form (SF) 328, Certificate Pertaining to Foreign Interests (or update a previously submitted SF328), and a Key Management Personnel List (KMPL) with their proposal or prior to contract performance, as appropriate. All SF328s and KMPLs shall be executed at the parent level of an organization. However, the Government reserves the right to request a separate SF328 and KMPL at the level of the company negotiating a contract with the Government, when desired. Offerors are also required to request, collect, and forward to the Government the SF328 from all Subcontractors undertaking classified work under the Offeror's direction and control. Offerors are responsible for the thoroughness and completeness of each Subcontractor's SF328 submission. SF328 entries should specify, where necessary, the identity, nature, degree, and impact of any FOCI on their organization or activities, or the organization or activities of a subcontractor. Additionally, a KMPL must be submitted with each SF328 which identifies senior management by name, position, social security number, date/place of birth, and citizenship status.

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

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

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

**H.8 [REDACTED] Personal Conduct (JUL 1997)**

(b)(3)

(a) The Contractor and its employees shall comply with the conduct requirements in effect at the Government's work site. The Government reserves the right to exclude or remove from the site any employee of the Contractor or of a subcontractor whom the Government deems careless, uncooperative,

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or whose continued employment on the work is deemed by the Government to be contrary to the public interest.

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

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

H.9 [redacted] Notification of Issuance of Classified Subcontracts (JUL 2003)

(b)(3)

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

(b)(3)

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

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

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

H.10 [redacted] Reporting and Training Requirements for ISSA/TS Approved Contractor Personnel (SEP 2002)

(b)(3)

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

(a) Financial Disclosure. A Financial Disclosure Form (FDF444V) must be completed on an annual basis. The FDF 444V is available for electronic submission via Lotus Notes. Personnel with [redacted] Lotus Notes must utilize the on-line database when filing. The Industrial Contractor assigned to a domestic or foreign field station will receive the FDF 444V and submission instructions either as an attachment to a Lotus Note; a document sent via secure fax; a document transmitted by cable; or a form forwarded in a secure pouch. For those who do not have access to Lotus Notes, hardcopy or softcopy FDF 444V forms are available from the Office of Security, [redacted] (OS [redacted]).

(b)(3)

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

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(b)(3)

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

(b)(3)

(b)(3)

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

(b)(3)

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

(b)(3)

**H.11 [redacted] Incorporation of Section K Representations, Certifications, and Other Statements of Offerors or Respondents (OCT 2003)**

(b)(3)

SECTION K which has been completed and submitted with Contractor's proposal dated 3 May 2004 is incorporated herein by reference and made a part of this contract.

**H.12 [redacted] Order of Precedence (OCT 2003)**

(b)(3)

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

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

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

**H.13 [redacted] Key Personnel (AUG 1996)**

(b)(3)

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

Name	Title
Cathy Zeljak	

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

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H.14 [REDACTED] Contractor Performance Evaluation (MAR 2004)

(b)(3)

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

(1) Final evaluation shall be conducted for all contracts after completion of contract performance; and

(2) Interim evaluations may be conducted at the government's discretion.

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

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

H.15 [REDACTED] Past Performance Information - Referencing Agency Contracts (MAR 2004)

(b)(3)

This contract may be listed as a reference for past performance purposes only in offers submitted to agencies and organizations within the Intelligence Community, provided the Contractor requests and receives the written approval of the Contracting Officer in advance. Failure to comply with this requirement may result in the Agency being unable to respond to a reference request and may also result in a termination for default.

H.16 [REDACTED] Engineering Change Proposals (MAR 2004)

(b)(3)

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

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

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

(d) When the cost or price of the engineering change is \$550,000 or more, the Contractor shall submit

(1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and

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

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## SECTION I - CONTRACT CLAUSES

## I.1 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far>

52.202-1	Definitions.	DEC 2001
52.203-3	Gratuities.	APR 1984
52.203-5	Covenant Against Contingent Fees.	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government.	JUL 1995
52.203-7	Anti-Kickback Procedures.	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper.	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	JUL 1995
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications.	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data - Modifications.	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications.	OCT 1997
52.219-8	Utilization of Small Business Concerns.	OCT 2000
52.219-9	Small Business Subcontracting Plan.	JAN 2002
52.222-1	Notice to the Government of Labor Disputes.	FEB 1997
52.222-3	Convict Labor.	JUN 2003
52.222-26	Equal Opportunity.	APR 2002
52.222-29	Notification of Visa Denial.	JUN 2003
52.222-36	Affirmative Action for Workers with Disabilities.	JUN 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.	DEC 2001
52.223-6	Drug-Free Workplace.	MAY 2001
52.223-14	Toxic Chemical Release Reporting.	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases.	JAN 2004
52.227-1	Authorization and Consent.	JUL 1995
52.227-3	Patent Indemnity.	APR 1984
52.227-14	Rights in Data - General.	JUN 1987
52.228-5	Insurance - Work on a Government Installation.	JAN 1997
52.230-2	Cost Accounting Standards.	APR 1998
52.230-3	Disclosure and Consistency of Cost Accounting Practices.	APR 1998
52.230-6	Administration of Cost Accounting Standards.	NOV 1999
52.232-1	Payments.	APR 1984
52.232-9	Limitation on Withholding of Payments.	APR 1984
52.232-17	Interest.	JUN 1996
52.232-24	Prohibition of Assignment of Claims.	JAN 1986
52.232-25	Prompt payment.	OCT 2003
52.233-1	Disputes.	JUL 2002
52.233-3	Protest after Award.	AUG 1996
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	APR 1984
52.237-3	Continuity of Services.	JAN 1991
52.242-13	Bankruptcy.	JUL 1995

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52.243-1	Changes - Fixed-Price.	AUG 1987
52.244-5	Competition in Subcontracting.	DEC 1996
52.244-6	Subcontracts for Commercial Items.	APR 2003
52.246-25	Limitation of Liability - Services.	FEB 1997
52.249-2	Termination for Convenience of the Government (Fixed-Price).	SEP 1996
52.249-8	Default (Fixed-Price Supply and Service).	APR 1984

**1.2 52.215-19 Notification of Ownership Changes (OCT 1997)**

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

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

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

**1.3 52.217-8 Option to Extend Services (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days before the contract expires.

**→ 1.4 52.217-9 Option to Extend the Term of the Contract (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days before the contract expires, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

**1.5 52.232-34 Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 1999)**

(b) *Mandatory submission of Contractor's EFT information.* (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

**1.6 52.243-7 Notification of Changes (APR 1984)**

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state -

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

**1.7 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far>

**1.8  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.

(b)(3)

**1.9  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)(3)

(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,

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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.

**1.10 [redacted] Audit and Records Negotiation (FEB 2002)**

(b)(3)

(a) The appropriate audit representative of the United States, the Contracting Officer or an authorized representative of the Contracting Officer shall, until three 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), have access to and the right to examine any of the Contractor's books, documents, progress or other records involving transactions directly related to this contract.

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

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

(2) for which cost or pricing data are required.

(c) The period of audit and examination in paragraph (a) of this clause shall be extended until resolution of any disputes or litigation arising under or related to this contract, and until settlement of any questioned costs.

**1.11 [redacted] Timely Notice Of Litigation (AUG 1996)**

(b)(3)

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

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

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

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

### 1.13 [REDACTED] Intention to Use Consultants (AUG 1996)

(b)(3)

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

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

### 1.14 [REDACTED] Pricing Adjustment (OCT 2003)

(b)(3)

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

### 1.15 [REDACTED] Equal Employment Opportunity (JAN 2004)

(b)(3)

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

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

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

(d) The Contractor shall provide oral notification within two business days and written notification within five business days to the Contracting Officer of the Contractor's receipt of a claim made by a Contractor employee alleging any violation of an equal employment opportunity requirement connected to

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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.

1.16 [REDACTED] **Contract Work Hours and Safety Standards Act-Overtime Compensation (JAN 2004)**

(b)(3)

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

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

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

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

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

(e) *Subcontracts.* The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any

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lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

#### 1.17 [REDACTED] Workplace Health and Safety (JAN 2004)

(b)(3)

(a) The Contractor shall comply with the Occupational Safety and Health Act (OSHA) of 1970 (29 U.S.C. Section 651 et seq.) and regulations promulgated thereunder including, but not limited to, the standards issued by the Secretary of Labor at Part 1926 and Part 1910 of Title 29 of the Code of Federal

Regulations. The Contractor shall also comply with all applicable state occupational safety and health laws and regulations. Noncompliance shall be grounds for termination of this contract in accordance with its default provisions.

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

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

#### 1.18 [REDACTED] Accident Reporting (JAN 2004)

(b)(3)

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

(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.

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

**I.19 [REDACTED] Tax Audits (JAN 2004)**

(b)(3)

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

**I.20 [REDACTED] Contractor Personnel Supervision (DEC 2001)**

(b)(3)

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

**I.21 [REDACTED] Clauses Requiring Access by Other Government Entities (JUL 2003)**

(b)(3)

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

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**SECTION J - LIST OF ATTACHMENTS**

1)

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2) Statement of Work

3) Monthly Contract Status Report exemplar

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