

**CUSTOMER CONTRACT REQUIREMENTS**  
**Analytic Modernization (AMOD) AMBULATE Program**  
**CUSTOMER CONTRACT H98230-11-C-1432**

**CUSTOMER CONTRACT REQUIREMENTS**

The following customer contract requirements apply to this contract to the extent indicated below. If this contract is for the procurement of commercial items under a Government prime contract, as defined in FAR Part 2.101, see Section 3 below.

**1. FAR Clauses** The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

**52.203-6 Restrictions on Subcontractor Sales to the Government** (SEP 2006). This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold.

**52.203-7 Anti-Kickback Procedures** (JUL 1995). Buyer may withhold from sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract. This clause applies only if this contract exceeds \$100,000.

**52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity** (JAN 1997). This clause applies to this contract if the Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. The Seller shall indemnify Buyer for any and all losses suffered by the Buyer due to violations of the Act (as set forth in this clause) by Seller or its subcontractors at any tier.

**52.203-10 Price or Fee Adjustment for Illegal or Improper Activity** (JAN 1997). This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold. If the Government reduces Buyer's price or fee for violations of the Act by Seller or its subcontractors at any tier, Buyer may withhold from sums owed Seller the amount of the reduction.

**52.203-12 Limitation on Payments to Influence Certain Federal Transactions** (SEP 2007). This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold. Paragraph (g)(2) is modified to read as follows: "(g)(2) Seller will promptly submit any disclosure required (with written notice to Boeing) directly to the PCO for the prime contract. Boeing will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor."

**52.203-13 Contractor Code of Business Ethics and Conduct** (DEC 2008). This clause applies only if this contract is in excess of \$5,000,000 and has a period of performance of more than 120 days.

**52.203-14 Display of Hotline Poster(s)** (DEC 2007). This clause applies only if this contract is in excess of \$5,000,000 and is not for a commercial item or performed entirely outside the United States. For the purposes of this clause, the United States is defined as the 50 states, the District of Columbia, and outlying areas.

**52.204-2 Security Requirements** (AUG 1996). Changes clause means the changes clause of this contract. This clause applies only if access to classified material is required.

**52.204-7 Central Contractor Registration** (APR 2008).

**52.204-9 Personal Identity Verification of Contractor Personnel.** (SEP 2007). This clause applies only if performance under this contract requires Seller to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

**52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment** (SEP 2006). Seller agrees it is not debarred, suspended, or proposed for debarment by the Federal Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Seller or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

**52.211-5 Material Requirements** (AUG 2000). Any notice will be given to Buyer rather than the Contracting Officer.

**52.211-15 Defense Priority and Allocation Requirements** (APR 2008). This clause is applicable if a priority rating is noted in this contract.

**52.215-2 Audit and Records - Negotiation** (MAR 2009). This clause applies if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold and (iii) is cost-reimbursement, incentive, time-and-materials, labor-hour or price redeterminable type or any combination of these for which cost or pricing data are required or for which Buyer is required to furnish reports to the Government in accordance with paragraph (e) of this clause.

**52.215-10 Price Reduction for Defective Cost or Pricing Data** (OCT 1997). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. In subparagraph (3) of paragraph (a), insert "of this contract" after "price or cost." In Paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Paragraphs (c)(1), (c)(1)(ii), and (c)(2)(i), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Subparagraph (c)(2)(i)(A), delete "to the Contracting Officer." In Subparagraph (c)(2)(ii)(B), "Government" shall mean "Government or Buyer." In Paragraph (d), "United States" shall mean "United States or Buyer."

**52.215-12 Subcontractor Cost or Pricing Data** (OCT 1997). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. The certificate required by paragraph (b) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "to The Boeing Company or The Boeing Company's representative (including data submitted, when applicable, to an authorized representative of the U.S. Government)."

**52.215-14 Integrity of Unit Prices** (OCT 1997). This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold. This clause does not apply to construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

**52.215-14 Integrity of Unit Prices Alternate I** (OCT 1997).

**52.215-15 Pension Adjustments and Asset Reversions** (OCT 2004). This Clause applies to this contract if it meets the requirements of FAR 15.408(g).

**52.215-18 Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions** (JUL 2005). This Clause applies to this contract if it meets the requirements of FAR 15.408(j).

**52.215-19 Notification of Ownership Changes** (OCT 1997). This Clause applies to this contract if it meets the requirements of FAR 15.408(k).

**52.215-21 Requirement for Cost or Pricing Data or Information Other Than Cost and Pricing Data - Modifications** (OCT 1997). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4. The term "Contracting Officer" shall mean Buyer.

**52.219-8 Utilization of Small Business Concerns** (MAY 2004).

**52.219-9 Small-Business Subcontracting Plan** (NOV 2007). This clause applies only if this contract exceeds \$550,000 and Seller is not a small business concern. Seller shall adopt a subcontracting plan that complies with the requirements of this clause. In addition, Seller shall submit to Buyer Form X31162, Small and Small Disadvantaged Business and Women-Owned Small Business Subcontracting Plan Certificate of Compliance.

**52.219-9 Small-Business Subcontracting Plan Alternate II** (OCT 2001). This clause applies only if this contract exceeds \$500,000 and Seller is not a small business concern. Seller shall adopt a subcontracting plan that complies with the requirements of this clause. In addition, Seller shall submit to Buyer Form X31162, Small Business Subcontracting Plan Certificate of Compliance.

**52.219-28 Post-Award Small Business Program Representation** (JUN 2007). In paragraph (b), delete "...or, if applicable paragraph (g) of this clause..." Delete paragraph (c) and insert the following paragraph (c) in lieu thereof: "Seller shall represent its size status in accordance with SBA's size code standards in effect at the time of this representation to Buyer. The size status shall correspond to the North American Industry Classification System (NAICS) code applicable to Seller's contract." Delete paragraphs (d) and (g). Delete paragraph (e) and insert the following paragraph (e) in lieu thereof: "Seller shall make the representation required by paragraph (b) of this clause by submitting an updated Buyer Form F70102 or updating Seller's profile information on line in Buyer's BEST system."

**52.222-4 Contract Work Hours and Safety Standards Act-Overtime Compensation** (JUL 2005). Buyer may withhold or recover from Seller the amount of any sums the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause.

**52.222-19 Child Labor - Cooperation with Authorities and Remedies** (FEB 2008). In (d), "Contracting Officer" means Buyer.

**52.222-20 Walsh-Healey Public Contracts Act** (DEC 1996). This clause applies only if this contract exceeds \$10,000.

**52.222-21 Prohibition of Segregated Facilities** (FEB 1999).

**52.222-26 Equal Opportunity** (MAR 2007).

**52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans** (SEP 2006). This clause applies only if this contract exceeds \$100,000.

**52.222-36 Affirmative Action For Workers With Disabilities** (JUN 1998). This clause applies only if this contract exceeds \$10,000.

**52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans** (SEP 2006). This clause applies only if this contract exceeds \$100,000.

**52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees** (DEC 2004).

**52.222-41 Service Contract Act of 1965** (NOV 2007). This clause applies only if this contract is subject to the Act.

**52.222-50 Combating Trafficking in Persons** (FEB 2009). In paragraph (d), the term "Contracting Officer" means Buyer, and in paragraph (e), the term "the Government" means Buyer.

**52.222-54 Employment Eligibility Verification** (JAN 2009).

This clause applies to all subcontracts that (1) are for (i) commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item, or an item that would be a COTS item, but for minor modifications performed by the COTS provider and are normally provided for that COTS item), or (ii) construction; (2) has a value of more than \$3,000; and (3) includes work performed in the United States.

**52.223-13 Certification of Toxic Chemical Release Reporting** (AUG 2003). Except for commercial items as defined in FAR Part 2, this clause applies to competitive procurements expected to exceed \$100,000 (including all options). If Seller is not subject to the Form R filing and reporting requirements, Seller shall inform Buyer which exemption or exemptions in subparagraph (b)(2) of this clause apply.

**52.223-14 Toxic Chemical Release Reporting** (AUG 2003). This clause applies only if this contract is not for commercial items as defined in FAR Part 2, was competitively awarded, and exceeds \$100,000 (including all options).

**52.224-2 Privacy Act** (APR 1984). This clause applies only if Seller is required to design, develop, or operate a system of records contemplated by this clause.

**52.225-13 Restriction on Certain Foreign Purchases** (JUN 2008).

**52.227-1 Authorization and Consent** (DEC 2007).

**52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement** (DEC 2007). A copy of each notice sent to the Government will be sent to Buyer.

**52.227-10 Filing of Patent Applications - Classified Subject Matter** (DEC 2007).

**52.227-11 Patent Rights -- Ownership by the Contractor** (DEC 2007). This clause applies only if this contract is for experimental, developmental, or research work and Seller is a small business firm or nonprofit organization.

**52.227-19 Commercial Computer Software - Restricted Rights** (DEC 2007).

**52.230-6 Administration of Cost Accounting Standards** (MAR 2008). Add "Buyer and the" before "CFAO" in paragraph (m). This provision applies if clause H001, H002, or H004 is included in this contract.

**52.237-2 Protection of Government Buildings, Equipment, and Vegetation** (APR 1984). This clause applies only if work will be performed on a Government installation. "Contracting Officer" shall mean Buyer.

**52.244-5 Competition in Subcontracting** (DEC 1996).

**52.244-6 Subcontracts for Commercial Items** (MAR 2007).

**52.245-1 Government Property (Jun 2007) DEVIATION, Alternate I** (JUN 2007). This clause applies only if Government property is acquired or furnished for contract performance. Per DEVIATION 2007-O0012, the definition of plant equipment is deleted, and the second sentence in the definition of real property is modified to read: "It does not include foundations and other work necessary for installing personal property." The Government-Owned Property article in GP4 is hereby deleted.

**52.247-63 Preference for U.S.-Flag Air Carriers** (JUN 2003). This clause only applies if this contract involves international air transportation.

**52.251-1 Government Supply Sources** (APR 1984). This clause applies only if Seller is notified by Buyer in writing that Seller is authorized to purchase from Government supply sources in the performance of this contract.

**52.253-1 Computer Generated Forms** (JAN 1991).

**2. DoD FAR Supplement Clauses** DoD Contracts. The following contract clauses are incorporated by reference from the Department of Defense Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller except as otherwise noted.

**252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies** (DEC 2004). This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold. This clause does not apply to the purchase of commercial items or commercial components. "Contractor" and "contract" are not changed in paragraphs (a) and (b). In paragraph (e), "Government" shall mean Government or Buyer. In paragraph (f), "through the Buyer" is inserted after "Contracting Officer". Paragraph (g) is deleted and "Contracting Officer" shall mean Contracting Officer.

**252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS** (JAN 2009).

**252.204-7000 Disclosure of Information** (DEC 1991). Seller will submit requests for authorization to release through Buyer. Seller shall submit written requests to Buyer a minimum of 60 days prior to proposed date of release.

**252.204-7004 Alternate A, Central Contractor Registration** (SEP 2007).

**252.204-7008 Requirements for Contracts Involving Export-Controlled Items.** (JUL 2008).

**252.211-7000 Acquisition Streamlining** (DEC 1991). This clause applies only if this contract exceeds \$1 million.

**252.215-7000 Pricing Adjustments** (DEC 1991). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4.

**252.219-7003 Small Business Subcontracting Plan (DOD Contracts)** (APR 2007). Except paragraph (g) which is hereby deleted.

**252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials** (APR 1993).

**252.225-7004 Reporting Of Contract Performance Outside The United States And Canada - Submission After Award** (MAY 2007). The term "Contractor" in paragraph (b) and the term "Contracting Officer" in paragraphs (c) and (d) means "Buyer." This clause applies only if this contract exceeds \$550,000.

**252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES** (MAY 2007). This clause applies only if this contract exceeds \$550,000 and is not for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.

**252.225-7012 Preference for Certain Domestic Commodities** (MAR 2008).

**252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States** (JUN 2006).

**252.225-7043 Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States** (MAR 2006). This clause applies only if this contract requires Seller to perform or travel outside the United States and Seller is not (i) a foreign government, (ii) a representative of a foreign government, or (iii) a foreign corporation wholly owned by a foreign government..

**252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises--DoD Contracts and Native Hawaiian Small Business Concerns** (SEP 2004). This clause applies only if this contract exceeds \$500,000.

**252.227-7013 Rights In Technical Data -- Noncommercial Items** (NOV 1995). This clause applies only if the delivery of data is required for noncommercial items under this contract.

**252.227-7014 Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation** (JUN 1995). This clause applies only if the delivery of noncommercial computer software or noncommercial computer documentation may be originated, developed or delivered under this contract.

**252.227-7016 Rights in Bid or Proposal Information** (JUN 1995).

**252.227-7019 Validation of Asserted Restrictions - Computer Software** (JUN 1995). This clause applies only if computer software may be originated, developed, or delivered under this contract.

**252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked With Restrictive Legends** (JUN 1995). In paragraph (c)(1), the term "Government" shall mean "Government and Buyer".

**252.227-7027 Deferred Ordering of Technical Data or Computer Software** (APR 1988). This clause applies only if technical data or computer software may be generated as part of the performance of this contract.

**252.227-7030 Technical Data -- Withholding of Payment** (MAR 2000). In this clause, "Government" and "Contracting Officer" shall mean Buyer. This clause applies only if the delivery of technical data is required under this contract.

**252.227-7037 Validation of Restrictive Markings on Technical Data** (SEP 1999). This clause applies only if the delivery of data is required by this contract.

**252.227-7038 PATENT RIGHTS—OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS)** (DEC 2007). This clause applies only if this contract is for experimental, developmental, or research work and Seller is not a small business firm or nonprofit organization.

**252.231-7000 Supplemental Cost Principles** (DEC 1991).

**252.234-7001 Notice of Earned Value Management System** (APR 2008). This clause applies only if 252.234-7002 is applicable.

**252.234-7002 Earned Value Management System** (APR 2008). This clause applies only if it is indicated elsewhere in this contract that Seller must use an earned value management system (EVMS).

**252.239-7000 Protection Against Compromising Emanations** (JUN 2004). This clause applies only if computer equipment or systems that will be used to process classified information will be delivered under this contract.

**252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services** (DEC 1991). This clause applies only if this contract requires securing telecommunications.

**252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts)** (JAN 2007).

**252.247-7023 Transportation of Supplies by Sea** (MAY 2002). This clause applies only if the supplies are of a type described in paragraph (b)(2) of this clause. In paragraph (d), "45 days" is changed to "60 days." In paragraph (g) "Government" means Buyer. This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold. Paragraphs (f) and (g) are excluded.

**252.247-7024 Notification of Transportation of Supplies by Sea** (MAR 2000). Contracting Officer and, in the first sentence of paragraph (a), Contractor mean Buyer. This clause applies only if the supplies being transported are noncommercial items or commercial items that (i) Seller is reselling or distributing to the Government without adding value (generally, Seller does not add value to items that it contracts for f.o.b. destination shipment); (ii) are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or (iii) are commissary or exchange cargoes transported

outside the Defense Transportation System in accordance with 10 U.S.C. 2643.

**252.251-7000 Ordering From Government Supply Sources** (NOV 2004).

This clause applies only if Seller is notified by Buyer that Seller is authorized to purchase from Government supply sources in the performance of this contract.

**252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (DEVIATION)** (APR 2007).

This clause supplements either Federal Acquisition Regulation clause 52.219-9 Small Business Subcontracting Plan, or clause 52.219-9 Small Business Subcontracting plan (DEVIATION), whichever of those two clauses is included in this contract.

(a) Definitions.

"Historically black colleges and universities," as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

"Summary Subcontract Report (SSR) Coordinator," as used in this clause, means the individual at the department or agency level who is registered in eSRS and is responsible for acknowledging or rejecting SSRs in eSRS for the department or agency.

(b) Except for company or division-wide commercial items subcontracting plans, the term "small

disadvantaged business," includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small

disadvantaged business concern goal when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned

corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to--

(1) Protege firms which are qualified organizations employing the severely handicapped;

and

(2) Former protege firms that meet the criteria in Section 831(g)(4) of Pub. L. 101-510.

(f) The master plan is approved by the contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer (ACO) of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract.

Contractor-specified formats shall be acceptable.

(h)(1) For DoD, the Contractor shall submit certain reports as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the ACO administering the contract unless contract administration has been delegated to the Defense Contract Management Agency (DCMA). If DCMA is administering the contract, submit the ISR to the Contracting Officer of the procuring contracting office. If no ACO has been assigned, submit the ISR to the Contracting Officer of the procuring contracting office.

(ii) An SSR for other than a commercial subcontracting plan, or construction and related maintenance repair contracts, shall be submitted in eSRS to the department or agency listed below that administers the majority of the Contractor's individual subcontracting plans:

(A) Department of the Army

(B) Department of Navy

(C) Department of the Air Force

(D) Defense Advance Research Projects Agency

(E) Defense Contract Management Agency

(F) Defense Commissary Agency

(G) Defense Finance and Accounting Service

(H) Defense Information System Agency

(I) Defense Logistics Agency

(J) Defense Media Center

(K) Defense Micro Electronics Activity

(L) Department of Defense Education Activity

(M) Defense Security Cooperation Agency

(N) Defense Security Service

(O) Defense Threat Reduction Agency

(P) Missile Defense Agency

(Q) Tricare Management Agency

(R) United States Special Operations Command

(S) United States Transportation Command

(T) Uniformed Services University of the Health Services

(U) Washington Headquarters Services

(2) For DoD, the authority to acknowledge or reject certain reports is as follows:

(i) The authority to acknowledge or reject the ISR resides with the ACO or the contracting officer who receives it, as described in paragraph (h)(1)(i) of this clause.

(ii) The authority to acknowledge or reject SSRs in eSRS resides with the SSR Coordinator at the department or agency that administers the majority of the contractor's individual subcontracting plans.



(iii) The authority to acknowledge or reject SSRs for construction and related maintenance and repair contracts resides with the SSR Coordinator for each department or agency.

(iv) The authority to acknowledge or reject the Year-End Supplementary Report for Small Disadvantaged Businesses resides with the Component SSR Coordinator who acknowledges or rejects the SSR.

(v) If the Contractor submits the Small Disadvantaged Business Participation report using eSRS, the authority to acknowledge or reject this report in eSRS resides with the Contracting Officer who acknowledges or rejects the ISR.

**3. Commercial Items** If goods or services being procured under this contract are commercial items and Clause H203 is set forth in the purchase order, the foregoing Government clauses in Sections 1 and 2 above are deleted and the following FAR/DFARS clauses are inserted in lieu thereof:

**52.219-8 Utilization of Small Business Concerns** (MAY 2004).

**52.222-26 Equal Opportunity** (MAR 2007).

**52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans** (SEP 2006). This clause applies only if this contract exceeds \$100,000.

**52.222-36 Affirmative Action For Workers With Disabilities** (JUN 1998). This clause applies only if this contract exceeds \$10,000.

**52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels** (FEB 2006). This clause does not apply if this contract is for the acquisition of commercial items unless (i) this contract is a contract or agreement for ocean transportation services; or a construction contract; or (ii) the supplies being transported are (a) items the Seller is reselling or distributing to the Government without adding value (generally, the Seller does not add value to the items when it subcontracts items for f.o.b. destination shipment); or (b) shipped in direct support of U.S. military (1) contingency operations; (2) exercises; or (3) forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

**252.247-7023 Transportation of Supplies by Sea** (MAY 2002). This clause applies only if the supplies are of a type described in paragraph (b)(2) of this clause. In paragraph (d), "45 days" is changed to "60 days." In paragraph (g) "Government" means Buyer. This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold. Paragraphs (f) and (g) are excluded.

**252.247-7024 Notification of Transportation of Supplies by Sea** (MAR 2000). "Contracting Officer" and, in the first sentence of paragraph (a), "Contractor" mean Buyer. This clause applies only if the supplies being transported are noncommercial items or commercial items that (i) Seller is reselling or distributing to the Government without adding value (generally, Seller does not add value to items that it contracts for f.o.b. destination shipment); (ii) are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or (iii) are commissary or exchange cargoes transported outside the Defense Transportation System in accordance with 10 U.S.C. 2643.

**4. Prime Contract Special Provisions** The following prime contract special provisions apply to this purchase order

**352.204-9015 Absent Without Leave (AWOL) Reporting Responsibilities** (JUL 2009).

(a) The Contractor Special Security Officer (CSSO) shall advise National Security Agency (NSA) cleared contractor personnel of their responsibility to contact their management and the respective site official (that is, the person that is responsible for ensuring that personnel have reported to their work site) should they be forced to take unexpected leave.

(b) If the site official is not a contractor management official, the site official will notify contractor management or the CSSO in the event that a contractor employee is Absent Without Leave (AWOL) for more than one hour.

The company shall make all reasonable attempts to locate the contractor employee within the second hour of the workday. If after the second hour, the contractor employee has not been located or an explanation received, contractor management shall ensure that the CSSO has been notified. The CSSO shall attempt to locate the contractor employee during the next hour. If the CSSO is unable to locate the contractor employee, the CSSO shall notify the Associate Directorate Security & Counterintelligence (ADS&CI), specifically Industrial Security, Q131, or the Security Operations Command Center (SOCC) at 301-688-6911 after hours.

(c) This shall be a mandatory clause in all contracts and subcontracts at any tier.

**352.228-9002 Notice: Insurance-Work On A Government Installation (AUG 1996).**

(a) In accordance with FAR 28.307-2 the contractor shall at his own expense, procure and maintain during the entire performance period of this contract insurance of at least the kinds and minimum amounts set forth below:

Liability Insurance.....\$100,000  
 General Liability Insurance:  
 For Bodily Injury Liability -  
 Minimum Per Occurrence.....\$500,000  
 Automobile Liability Insurance:  
 Minimum Per Person.....\$200,000  
 Minimum Per Occurrence for Bodily Injury.....\$500,000  
 Minimum Per Occurrence for Property Damage.....\$20,000

(b) Prior to the commencement of work hereunder, the contractor shall furnish to the Contracting Officer a written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interest of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

(c) The contractor shall insert the substance of this clause, including this paragraph (c), in all first tier subcontracts hereunder. The contractor shall furnish (or ensure that there has been furnished) to the Contracting Officer a current Certificate of Insurance, meeting the requirements of (b) above, for each such first-tier subcontractor, at least five (5) days prior to entry of each such subcontractor's personnel on the Government installation.

**352.237-70XX Continuation of Essential Contractor Services (AUG 2009).**

(a) The Contracting Officer has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission essential functions. The contractor-provided services that have been determined to be essential contractor services in support of mission essential functions are listed in attachment TBD, Mission Essential Contractor Services, dated TBD.

(b) The Contractor shall have a plan after award of this contract or incorporation of this clause in a contract by modification, for continuing the performance of essential contractor services identified in (a) above during a crisis.

(1) The Contractor shall identify in the plan provisions made for the acquisition of necessary personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed;

(2) The plan must, at a minimum, address -

- (i) Challenges associated with maintaining contractor essential services during an extended event, such as a pandemic that occurs in repeated waves;
- (ii) The time lapse associated with the initiation of the acquisition of necessary personnel and resources and their actual availability on site;
- (iii) The components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home; and
- (iv) Any established alert and notification procedures for mobilizing identified "essential contractor service" personnel; and
- (v) The approach for communicating expectations to contractor employees regarding their roles and responsibilities during a crisis.

(c) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption. In the event the Contractor anticipates not being able to perform due to any of the causes

enumerated in the excusable delay clause of this contract, the Contractor shall notify the contracting officer or other designated representative as expeditiously as possible and use its best efforts and cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(d) The Government reserves the right in such crisis situations to use federal employees of other agencies or contract support from other contractors or to enter into new contracts for essential contractor services. Any new contracting efforts would be conducted in accordance with OFPP letter, "Emergency Acquisitions" May 2007 and FAR and DFARS Subparts 18 and 218, respectively, or any other subsequent emergency guidance issued.

(e) This clause shall be included in subcontracts for the essential services.

**352.290-9009 Government-Contractor Relationships (DEC 2009).**

Contractor personnel who have executed a non-disclosure agreement with this office may administratively handle documentation associated with this contract for closeout purposes. Your signature on this document constitutes acknowledgement and acceptance of the Maryland Procurement Office's use of contractor personnel in the administrative closeout of this contract. Documentation may include, but is not limited to, proprietary information, rate information, billing information and supporting documentation.

(a) Non-Personal Services -- Independent Contractor Status; No Employer-Employee Relationship. The Government and the Contractor understand and agree that the services to be performed by the Contractor under this contract are non-personal services. The parties further recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor or its employees. The Contractor and its personnel are at all times and in all respects independent Contractors with regard to the Government, and neither is an agent or employee of the Government. Contractor personnel will act and exercise personal judgment and discretion on behalf of the Contractor, not on behalf of the Government.

(b) General Prohibitions. Contractor personnel under this contract shall not:

- (1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.
- (2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other Government contracts, or become a part of the Government organization.
- (3) Be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations of the Department of Defense or the Federal Government.
- (4) Be used to perform any inherently governmental function or activity (e.g., administration or supervision of Government procurement activities).
- (5) Represent their relationship with the Government as other than that detailed in this clause.

(c) Inapplicability of Employee Benefits. This contract does not create an employer-employee relationship; therefore, entitlements and benefits applicable to such relationships do not apply. The entire consideration, entitlements, and benefits to the Contractor for performance of this contract are contained in the provisions for payment under this contract. Further, the Contractor is not relieved of its responsibilities to its employees under the Rehabilitation Act of 1973, as amended by the Americans with Disabilities Act, and the provision of space, equipment, or supplies by the Government does not constitute Government acceptance of such responsibilities towards Contractor personnel.

(d) Proper Badge Usage and Identification of Personnel and Products. At all times when performing this contract at Government facilities, every Contractor employee shall, in accordance with Government procedures, obtain and display the appropriate Government-issued badge that identifies the employee as a Contractor employee. In addition, Contractor personnel attending meetings, answering telephones, sending emails, and working in other situations where their Contractor status is not obvious to the Government or third parties are required to identify themselves as Contractor employees. Also, all documents or reports produced by Contractor personnel to be delivered to the Government must be suitably marked as Contractor products to ensure that Contractor participation is appropriately disclosed.

(e) Non-Recruitment and Non-Interference. Contractor personnel shall not recruit Government or other Contractors' personnel on Government premises, nor otherwise act to disrupt official Government business. Access to and use of Government-furnished facilities, services, resources, and equipment (e.g., computers, telephones, portable computing devices, etc.) are for contract performance purposes only.

(f) Conformance with Applicable Government Facilities-Related Requirements. At all times, the Contractor shall exercise direct control over its employees to ensure proper behavior and conformance with applicable requirements relating to the use of and access to Government facilities (e.g., parking restrictions, emergency procedures such as fire drills and evacuation exercises, safety and health specifications, designated smoking areas, etc.).

(g) Notice of Violations. It is the Contractor's, as well as the Government's, responsibility to monitor contract activities and to notify the Contracting Officer if the Contractor believes that the intent or substance of this clause has been or may have been violated. The following procedures shall be used to effect such notification:

- (1) The Contractor shall notify the Contracting Officer in writing promptly within fifteen (15) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice shall include the date, nature, and circumstance of the conduct, the name, function, and activity of each Government employee or Contractor official or employee involved in or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the contact, and the estimate in time by which the Government should respond to this notice to minimize cost, delay or disruption of performance.
- (2) The Contracting Officer shall promptly, within fifteen (15) calendar days after receipt of notice, respond to the notice in writing. In responding the Contracting Officer shall either:
  - (i) Confirm that the conduct is in violation, countermand it, and when necessary direct the mode of further performance;
  - (ii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or
  - (iii) If the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it shall be furnished by the Contractor and the date thereafter by which the Government will respond.
- (3) This notice does not constitute a claim and resolution will not result in any increase to the price/cost of this contract.

(h) Contractor Employee Education. The Contractor shall ensure that all of its personnel performing this contract are knowledgeable of the contents of this clause, including but not limited to the reporting responsibilities, and comply with all obligations hereunder.

### **352.290-9017 Protection of Unclassified DOD Information on Non-DOD Systems (SEP 2009).**

(a) Definitions.

- (i) DoD information. Any information that has not been cleared for public release in accordance with DoD Directive 5230.09, "Clearance of DoD Information for Public Release," and that is provided by the Department of Defense to a non-DoD entity, or that is collected, developed, received, transmitted, used, or stored by a non-DoD entity in support of an official DoD activity.
- (ii) Non-DoD entity. Any person who is not a civilian employee or military member of the Department of Defense, or any entity or organization that is not a DoD Component. This includes any non-DoD Federal agency and its personnel, and any contractor, grantee, awardee, partner, or party to any form of legal agreement or understanding with the Department of Defense or another Federal agency.
- (iii) Non-DoD information system. Any information system that is not owned, used, or operated by the Department of Defense and that is not used or operated by a contractor or other non-DoD entity on behalf of the Department of Defense.

(b) DoD Information. This clause applies to unclassified DoD information. Such information may be disseminated by the Contractor, Grantee, or Awardee to the extent required to further the contract, grant, or agreement objectives, provided that the information is disseminated within the scope of assigned duties and with a clear expectation that confidentiality will be preserved. Examples include:

- (1) Non-public information provided to the Contractor (e.g., with the request for proposal).
- (2) Information developed during the course of the contract, grant, or other legal agreement or understanding (e.g., draft documents, reports, or briefings and deliverables).
- (3) Privileged information contained in transactions (e.g., privileged contract information,

program schedules, contract-related event tracking).

(c) **Information Safeguards.** Contractors shall employ the following information safeguards:

- (1) Do not process DoD information on public computers (e.g., those available for use by the general public in kiosks or hotel business centers) or computers that do not have access control.
- (2) Protect information by at least one physical or electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.
- (3) Sanitize media (e.g., overwrite) before external release or disposal.
- (4) Encrypt all information that has been identified as controlled unclassified information (CUI) when it is stored on mobile computing devices such as laptops and personal digital assistants, or removable storage media such as thumb drives and compact disks, using the best available encryption technology.
- (5) Limit information transfer to subcontractors or teaming partners with a need to know and a commitment to at least the same level of protection.
- (6) Transmit e-mail, text messages, and similar communications using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and Transport Layer Security (TLS). Encrypt organizational wireless connections and use encrypted wireless connection where available when traveling. If encrypted wireless is not available, encrypt application files (e.g., spreadsheet and word processing files), using at least application-provided password protection level encryption.
- (7) Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.
- (8) Do not post DoD information to Web site pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to Web site pages that control access by user identification or password, user certificates, or other technical means and provide protection via use of TLS or other equivalent technologies. Access control may be provided by the intranet (vice the Web site itself or the application it hosts).
- (9) Provide protection against computer network intrusions and data exfiltration, minimally including the following:
  - (i) Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.
  - (ii) Monitoring and control of both inbound and outbound network traffic as appropriate (e.g., at the external boundary, sub-networks, individual hosts) including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services.
  - (iii) Prompt application of security-relevant software patches, service packs, and hot fixes.
- (10) Comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, critical program information (CPI), personally identifiable information, export controlled) as specified in contracts, grants, and other agreements.
- (11) Report loss or unauthorized disclosure of information in accordance with contract or agreement requirements and mechanisms.

(d) **Flowdown Requirements.** Contractors shall flow this clause down to all subcontractors and teaming partners.

**352.290-9018 Key Personnel** (NOV 2009).

(This clause applies only if Seller has proposed key personnel for this contract.)

(a) **Definition.** "Personnel" means an employee of the contractor, or any subcontractor(s), or business units or divisions thereof, joint venture partners, or team members, and consultants engaged by any of those entities.

- (b) Certain skilled, experienced, professional and/or technical personnel are essential for successful accomplishment of the work to be performed under this contract. These are defined as "Key Personnel" and include those persons whose resumes were submitted as part of the proposal for evaluation. The Contractor agrees to use said key personnel during the performance of this contract and that they shall not be removed from the contract work or replaced unless authorized in accordance with this clause.
- (c) The Contractor shall provide letters of commitment that provide evidence of 1) a key person's intent to perform on the contract for the first one (1) year of performance from the date of award and 2) the Contractor's corporate agreement to commit the key person to the period of performance of the contract for this time period. A letter of commitment must be signed by the key person and countersigned by a corporate representative.
- (d) During the first one (1) year of the contract performance period, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within fifteen (15) calendar days after the occurrence of any of these events and provide the information required by paragraph (e) of this clause. After the initial one (1) year period, the Contractor shall submit the information required by paragraph (e) to the Contracting Officer at least 15 days prior to making any permanent substitutions. Such permanent substitutions shall not be made without written approval by the Contracting Officer.
- (e) The Contractor shall submit requests for approval of substitutions in writing to the Contracting Officer by providing the title of the position with a detailed explanation of the circumstances necessitating the proposed substitution. The request must contain a complete resume for the proposed substitute, and any other information requested or needed by the Contracting Officer to approve or disapprove the request. Proposed substitutions shall possess the minimum labor qualifications required by the contract and also be capable of assuring satisfactory performance of the work required by the contract. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions.
- (f) The Contractor shall identify the key personnel that will be available, allowing for fully cleared, experienced staff to provide reliable and competent contract start-up support. All key personnel identified in the proposal shall be in place on day one (1) of issuance of the contract TTO's.
- (g) The substance and provisions of this clause shall be required to be included in any subcontract or agreement which has proposed key personnel.

**352.290-9019 Use of Contractor Personnel With Conditional Certification of Access (CCA) (SEP 2010).** (In this clause, "Contractor" means Seller, and "the contract" means the contract between Buyer and Seller.)

Contractors who have been granted Conditional Certification of Access, received Sensitive Compartmented Information Indoctrination, and possess a valid Contractor retention badge from the National Security Agency are permitted to perform contractual obligations under the terms and conditions of the contract, unless otherwise excluded.

In the event that a Contractor's conditional access is rescinded and the Contractor is removed from the program, any costs associated with such Contractor, effective on the date of the rescission, shall not be directly billed to the contract.

**This clause is applicable to all subcontractors at any tier.**

**352.290.9010 Contractor Full-Time Equivalent (FTE) And Annualized Cost Data (AUG 2007).**

(a) Definitions. As used in this clause -

(1) "Full-time equivalent (FTE)" means the total number of regular straight-time hours (i.e., not including overtime or holiday hours) worked by employees divided by the number of compensable hours applicable to each fiscal year. The number of compensable hours for each fiscal year is provided in OMB Circular No. A-11, Preparation, Submission, and Execution of the Budget, Section 85.5 (b).

(2) "Annualized Cost of these FTE Contractors" means the contract's average cost per FTE (actual or estimated). If a contract provides for multiple rates, estimate the average annual rate.

(b) The contractor shall provide full-time equivalent (FTE) and annualized cost data electronically throughout the entire contract period of performance stipulated in F.2 via the Internet. An External Certificate Authority/Interim External Certificate Authority (ECA/IECA) certificate is required to enable Contractor access to the Contractor Manpower and Funds Expenditure Data website. Information about obtaining an IECA certificate is available on the Internet at <http://iase.disa.mil/pki/eca/index.html>. After obtaining the IECA certificate, the Contractor shall call (410) 854-5445 to establish an

account unless an account already exists. The manpower and expenditure data listed below shall be input quarterly on or before 15 January, 15 April, 15 July, and 15 October:

Company Name  
 Company Address  
 Report Quarter (pull down menu, e.g., Oct - Dec) Year (pull down menu)  
 Contract Number Performance End Date (mm/dd/yy)  
 Delivery Order No. (if applicable)  
 Project Name, Org\*  
 Building\*\* (pull down menu)  
 Prime or Sub (pull down menu)  
 Clearance (pull down menu)  
 Total Number of FTE employees billed to this contract during the report quarter  
 Subcontractor Company Name (if applicable)  
 Total Number of FTE Contractor Employees  
 Total labor dollars spent this reporting quarter  
 Total labor dollars spent this fiscal year  
 Annualized Cost of these FTE Contractor Employees

\*Note: Contact the Contracting Officer's Representative (COR) or the Contracting Officer (CO) for the Project Name.

\*\*Note: Choose OFFSITE if the labor is performed in contractor facilities.

(c) The Contractor shall insert the substance of this clause, including this paragraph, in cost reimbursement, time and materials, labor hour, and fixed-price level-of-effort subcontracts under this contract.

### **352.290.9016 Commercial Software Purchase And Registration (AUG 2008).**

(a) The Government has established a variety of licensing agreements for commercial software products that are widely used throughout NSA. To facilitate the maximum utilization of these licensing vehicles, and to assist the Government with an auditable accounting of software purchased under contracts and/or provided as government furnished property (GFP), the following process is required:

(1) At least thirty days prior to any planned purchase of commercial software licenses as a material or direct cost under the contract, contractors shall submit requests for commercial software license(s) and associated software rights (e.g., rights to upgrades, revisions, repairs, patches, maintenance, etc., however labeled) via the internal web at <http://sc.eis.nsa/> ('go software central') by clicking on the Software Verification link. Contractors who do not have access to the internal web (NSAnet) shall call (301) 688-0753 to obtain information on how to contact the Software Central Registration Desk via telephone. In addition, at the same time, the contractor shall submit this request to the Contracting Officer (CO) and the Contracting Officer's Representative (COR).

(2) Software Central will review the request to determine if licenses are currently available through existing inventory and respond in writing within 10 calendar days. If commercial software licenses are available, Software Central will notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the contractor. The COR will determine and recommend to the CO whether the software is required to perform and within the scope of the contract. Approval of the CO is required prior to transfer of commercial software licenses from the Government to the contractor and should be accomplished within 7 calendar days of notification of inventory availability. Any commercial software licenses provided to the contractor will be Government Furnished Property (GFP), subject to the commercial software license(s) under which the government acquired the right to transfer the software. The contractor is solely responsible to understand and comply with the terms and conditions of the commercial software licenses provided under the contract.

(3) If commercial software licenses are not available from Software Central, or, if Software Central does not respond in writing within 10 calendar days, the contractor shall notify the COR and CO. The COR will recommend to the CO whether purchase of the commercial software license is an appropriate cost under the contract. Authorization to purchase the commercial software will be provided within 7 calendar days of the recommendation received from the COR. Approval is subject to the availability of existing funds on the contract. The contractor shall only purchase commercial software

license(s) if approved in writing by the CO.

(4) Contractors shall register commercial software licenses whether purchased or provided as GFP, within 30 calendar days after installation, normally via the internal web at <http://sc.eis.nsa/> ('go software central') by clicking on the Software Registration link. Contractors who do not have access to the internal web (NSANet) shall call (301) 688-0753 to obtain information on how to contact the Software Central Registration Desk via telephone in order to provide the Government (Software Central) the information required to register the commercial software licenses and/or associated software rights.

(5) The mandatory information\* required for registration by the contractor with Software Central as of the date of this clause is as follows:

Enter SID\*\*

Name of software

Manufacturer

Part number

Version number

Operating System

Total Quantity

Contract Number

New License, Maintenance Renewal or Both?

Agency POC\*\*\*

Program/Project

What was the cost per license?

What was the total cost of this/these licenses?

\* Note 1: This is the mandatory information currently required and may be subject to subsequent change(s).

\*\* Note 2: The SID is only required if the contractor has NSANet connectivity.

\*\*\*Note 3: The Agency POC is the primary Contracting Officer's Representative (COR) or as otherwise designated in the contract.

(b) Any costs related to the purchase or installation of commercial software licenses or associated software rights that are incurred without the review by Software Central, determination by the COR and written approval from the cognizant Contracting Officer shall be deemed an unallocable cost in its entirety. Any other costs related to the purchase of the software licenses are unallocable to include but not limited to overhead, general and administrative expenses, and profit.

**Contact With Suppliers Outside the United States . Without Buyer's prior written approval, Seller shall not, and shall require that its subcontractors at any tier shall not, contact a supplier outside the United States regarding any aspect of this contract or the program to which it pertains.**

**352.209-9004 Organizational Conflict of Interest: Nondisclosure of Information and Isolation of Employees (AUG 2003).**

(In this clause, "Contractor" means Seller except the second time it appears in the last sentence in paragraph (e), and "contract" means the contract between Buyer and Seller except as follows: (i) in paragraphs (n)(2), (n)(3), (n)(7), and the first time it appears in paragraph (n)(4) it means the contract between Buyer and the Government, and (ii) in paragraph (n)(5) it has its ordinary dictionary meaning.)

(a) Definition of "Protected Information": For purposes of this clause, "protected information" shall include information obtained in the course of contract performance as follows: (1) source selection information (as defined in FAR 3-104); (2) written or oral information or summaries thereof derived from Government Information Systems or Government personnel relating to internal Government operations and programs including, but not limited to, financial information, program budget information, and procurement information; and (3) third-party proprietary or business confidential information regardless of the method obtained. Protected information shall also include without limitation all copies of protected information and all data, test results, simulations, and



emulations or other information derived there from. Protected information shall not include information that: (1) was independently developed by the Contractor as evidenced by a writing in possession of the Contractor prior to disclosure by the Government; (2) is lawfully received by the Contractor from another source; (3) is or becomes publicly available through no fault of the Contractor; or (4) the Government agrees in writing is free of such restrictions.

(b) Use and Disclosure Restrictions: Contractor shall use protected information obtained in the course of contract performance only for purposes necessary for proper performance of the contract. Contractor may disclose protected information to employees who fall under a Conflict of Interest (COI) mitigation plan and have signed nondisclosure agreements described below and who have a need to know the information for the purpose of performing this contract. Contractor may also disclose protected information to Government officials identified by the Contracting Officer (CO) or the Contracting Officer's Representative (COR). All information obtained by contractor employees during meetings and on-site assignment shall be presumed to be protected information. Contractor agrees that it will not embody protected information in any of its products or services without the written consent of the Government. Nothing in this clause shall prevent the Government from making use of or disseminating protected information or from entering into any agreement with any other entity in connection with the protected information, without any obligation to the Contractor.

(c) Employee Nondisclosure Agreements: Contractor shall require all employees assigned to this contract who are likely to require access to protected information to review this clause and sign the nondisclosure agreement included below in paragraph n. The Contractor will use its best efforts to ensure that its employees abide by the terms of the nondisclosure agreement and will do nothing to interfere with the employees' obligations. Contractor agrees to report actual and suspected violations of the nondisclosure agreement to the Contracting Officer (CO) and Contracting Officer's Representative (COR). The Contractor shall provide a copy of the signed agreement to the Contracting Officer.

(d) Identification of Corporate Affiliation: Contractor employees shall clearly identify themselves and corporate affiliation prior to engaging in any communications through which protected information may be obtained from Government personnel or third parties (e.g., meetings, telephones, and other situations where contractor status is not obvious).

(e) Firewall: Contractor agrees to establish an information firewall around such employees. The information firewall provisions are in addition to the requirements for the protection of classified government information. Protected information may not be removed from government facilities unless authorized by the CO or COR. Such information authorized to be stored at a contractor facility shall be segregated from other information in such a way that it may be accessed only by contractor employees subject to the firewall provisions. The Contractor shall not solicit protected information from employees subject to the firewall. Contractor employees shall be instructed to report any such solicitations from company representatives or anyone else to the contracting officer or the CO or COR. Contractor also agrees that to the extent that the protected information relates to a pending procurement that it will not permit employees subject to the nondisclosure agreement to participate in any manner in any competitive procurement relating to that information, including, but not limited to, the preparation or submission of a competitive proposal on behalf of any prospective contractor or subcontractor.

(f) Protected Information from Third Parties: The Government agrees that protected information (e.g., proprietary and business confidential information) belonging to third parties will be in written form and will be clearly identified and properly marked. If protected information is provided to contractor employees that is not clearly identified and properly marked, but contractor employees have reason to believe it is protected information, contractor employees shall notify the CO or COR and shall treat the information as protected information until direction from the CO/COR regarding treatment of the information is received. If the Government determines that previously provided information was not properly identified and marked, the Government shall give written notice to contractor employees who shall thereafter treat the information as protected information. Pursuant to FAR 9.505-4(b), the Contractor shall protect all such information received from third parties from unauthorized use or disclosure and agrees to refrain from using the information for any purpose other than that for which it was furnished. Prior to obtaining such information, the Contractor shall obtain written agreement from the third parties authorizing use of the information as specified above. Copies of these agreements shall be furnished to the Contracting Officer.

(g) Length of Obligation: Obligations in regard to protected information shall continue for two years after completion of this contract.

(h) Waiver: Neither failure to require strict performance, nor waiver of a breach of any provision of this clause constitutes any waiver of the Government's right to subsequently require full adherence to this Agreement.

(i) No Grant of Rights: Protected information, unless otherwise specified in writing, shall remain the property of the Government (or third party with regard to proprietary and business confidential information), and shall be returned to the Government, or destroyed after Contractor's need for it has expired or upon request of the Government, and in any event, upon termination of this contract. No grant, ownership, license, or rights, including those to trademarks, inventions, copyrights, mask works, patents, or any other intellectual property, are either granted or implied under this contract (except as otherwise provided in this contract) or by the disclosure of protected information. The Government does not warrant the accuracy or completeness of protected information. The Contractor agrees to hold Government harmless from any claims by Contractor, its customers, or any third party for any loss or damage caused or alleged to be caused by reliance on, use, or knowledge of protected information. The Government may without notification make revisions to protected information.

(j) Violations of Obligation: Violations of the requirements of this clause by the Contractor's officers, employees, or agents may constitute grounds for default termination of this contract. In addition to contractual or other remedies available for violations of the obligations under this clause, the Government may exclude the Contractor from participation in Government acquisitions or impose

strict Organizational Conflict of Interest terms if the CO determines that access to protected information by the Contractor gives it an unfair competitive advantage in particular acquisitions.

(k) Export Restrictions: The Contractor acknowledges that protected information which it receives hereunder may include technical data developed in the United States, and therefore shall treat such protected information in accordance with export control laws and regulations of the United States and shall not, without appropriate authorization, export or re-export such protected information or any product derived there from. (l) Severability: If any court or board of competent jurisdiction determines that any provision of this clause is invalid, the remainder of the Agreement will continue in full force and effect, and the offending provision shall be restated to most nearly give effect to its stated intent.

(m) Interpretation: This clause is to be read in conjunction with DFARS 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends and is not intended to reduce or alter the obligations and responsibilities set out in that clause.

(n) Employee Nondisclosure Agreement:

CONTRACTOR EMPLOYEE NONDISCLOSURE AGREEMENT

1. I, \_\_\_\_\_ hereinafter EMPLOYEE, understand that, in the course of my employment under Contract MDA904 or H98230 \_\_\_\_\_, Project \_\_\_\_\_, Task Order \_\_\_\_\_, through my employer, \_\_\_\_\_, hereinafter COMPANY, I may be given access to Protected Information of the National Security Agency (NSA) and other Government contractors. For purposes of this agreement, "protected information" shall include information obtained in the course of contract performance as follows: (1) source selection information (as defined in FAR 3-104); (2) written or oral information or summaries thereof derived from Government Information systems or Government personnel relating to internal Government operations and programs including, but not limited to, financial information, program budget information, and procurement information; and (3) third-party proprietary or business confidential information regardless of the method obtained. Protected information shall also include without limitation all copies of protected information and all data, test results, simulations, and emulations or other information derived there from. Protected information shall not include information that: (1) was independently developed by the Contractor as evidenced by a writing in possession of the Contractor prior to disclosure by the Government; (2) is lawfully received by the Contractor from another source; (3) is or becomes publicly available through no fault of the Contractor; or (4) the Government agrees in writing is free of such restrictions.

2. This agreement is necessary to prevent my employer from gaining an unfair competitive advantage through the acquisition and potential misuse of Protected Information, to allow me to perform under the subject contract free from conflict of interest which might bias my judgment, and to protect the interests of NSA and third parties.

3. I agree not to disclose or otherwise disseminate Protected Information to other than NSA personnel working on the Contract identified by the Contracting Officer (CO) or Contracting Officer's Representative (COR) as having a need for access to the Information or other contractor employees assigned to the project and identified by the CO or COR as having a need for access to the Information. I acknowledge awareness of the procurement sensitivity of certain protected information and certify that I will protect the confidentiality of all such material in my possession I understand that disclosure of Protected Information to anyone not properly entitled to access could result in a violation of the Procurement Integrity Act (41 U.S.C. 423) or a personal or organizational conflict of interest.

4. I agree to use Protected Information only in the performance of work requirements necessary to carry out my duties under the above referenced contract and task order. I will report to the CO or COR any actual or attempted violations of this agreement. I agree to return any and all Protected Information made available to me pursuant to performance of this contract, to the CO or COR upon the termination of my relationship with the contract or with COMPANY.

5. I understand and agree that access to Protected Information precludes me from participating, on my own behalf; on behalf of COMPANY or subsequent employers; or on behalf of others, in the preparation of cost or technical proposals or taking part in contract negotiations involving or related to future requirements or projects, if such participation involves utilization of Protected Information. The CO may recognize exceptions to this preclusion on a case by case basis.

6. I agree that I will clearly identify myself as a representative of COMPANY prior to engaging in any communications through which protected information may be obtained from Government personnel or third parties (e.g., meetings, telephones, and other situations where contractor status is not obvious).

7. I verify that I have read and fully understand this Agreement, and the conditions of the 352.209-9004, ORGANIZATIONAL CONFLICT OF INTEREST: NONDISCLOSURE OF INFORMATION AND ISOLATION OF EMPLOYEES clause of the above referenced contract, and agree to abide by all requirements and restrictions contained in both documents. I understand that my strict compliance with the terms of these agreements is essential to be fulfillment of COMPANY's contractual obligations and any violation of these agreements may result in breach of COMPANY's contract with the Government or preclusion of COMPANY's or subsequent employer's participation, or my personal participation in future Government projects.

\_\_\_\_\_  
EMPLOYEE  
\_\_\_\_\_  
DATE

**352.239-9007 Information Technology - Common Security Configuration** (FEB 2010). (In this clause, "Contractor" means Seller. Seller shall provide Buyer a copy of the certification letter referred to in paragraph (e) by January 25th of each year.)

- (a) The Federal Desktop Core Configuration (FDCC) mandate requires Contractors to standardize desktop and laptop configurations to meet FDCC standards. This clause applies to all desktop and laptop computers that are running Windows XP and Windows Vista where such systems interface with or are planned to interface with federal government systems or computers which are owned or operated by a Contractor on behalf of or for the United States Government.
- (b) The provider of information shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista). For Windows XP settings, refer to the National Institute of Standards and Technology (NIST) at: [http://csrc.nist.gov/itsec/guidance\\_WinXP.html](http://csrc.nist.gov/itsec/guidance_WinXP.html), and for Windows Vista settings, refer to NIST at: [http://csrc.nist.gov/itsec/guidance\\_vista.html](http://csrc.nist.gov/itsec/guidance_vista.html).
- (c) The standard installation, operation, maintenance, update, and/or patching of software shall not alter the configuration settings from the approved FDCC configuration. The information technology should also use the Windows Installer Service for installation to the default "program files" directory and should be able to silently install and uninstall.
- (d) Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.
- (e) Contractors shall certify compliance with Federal Desktop Core Configuration requirements. A certification letter shall be provided to the Contracting Officer, in writing, on or before January 31st of each year for the preceding calendar year. The letter shall certify that their products/applications operate correctly with FDCC configurations and do not alter FDCC settings.
- (f) This shall be a mandatory clause in all contracts and subcontracts at any tier. A copy of the subcontractor's certification letter shall be included with the Contractor's certification letter that is provided to the Contracting Officer.
- (g) The Contractor shall send any questions directly to the Contracting Officer.