

UNCLASSIFIED

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 28	
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NRO 14675 Lee Road Chantilly, VA 20151-1715		CODE	7. ADMINISTERED BY (If other than Item 6) See Block 6	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO.	
(b)(3)		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
(b)(6)		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. NRO000-15-P-0330	
CODE		10B. DATED (SEE ITEM 13)		
FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. Accounting and Appropriation Data (If required)

See Addenda

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

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Per Section B and F.
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

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

See Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		(b)(3)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLESTANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

UNCLASSIFIED

Block 14 Continuation

(U) The purposes of this modification, P00003, to NRO000-15-P-0330, are to (1) remove contract Level of Effort, value, and funding, and to (2) reduce the period of performance. Accordingly, the following changes are hereby made:

1. (U) CLINs 0001, 0002, and 0003 are hereby changed in value, as follows, to reflect the reduction in Government requirements:

CLIN	From	By	To
CLIN 0001			
Quantity			
Unit Price			
Firm Fixed Price			
CLIN 0002			
Total Level of Effort			
Firm Fixed Price			
CLIN 0003			
Total Estimated Cost			

2. Funding is hereby removed to now coincide with the CLIN values, as follows:

(b)(3)

(b)(4)

CLIN	From	By	To
0001			
0002			
0003			

(b)(3)

(b)(4)

3. The Period of Performance of the contract is changed to the following, to reflect the reduction in Government Requirements, as follows:

CLIN	Start Date	Completion Date
0001	09/14/2015	02/01/2016
0002	09/14/2015	02/01/2016
0003	09/14/2015	02/01/2016

4. (U) In consideration of modifications agreed to herein as a complete equitable adjustment for the changes directed by definitization modification, P00003, the contractor hereby releases the Government, from any and all liability under this contract, for further equitable adjustment by reason of said changes.
5. (U) All other terms and conditions under this contract remain unchanged and in full effect.

UNCLASSIFIED

1 Type of Contract and Total Contract Value

The Contractor shall, in accordance with the terms and conditions set forth herein, furnish the necessary qualified personnel, services, travel, facilities and materials (except those specifically designated to be provided by the Government) and do all things necessary and incidental to complete the contractual effort in accordance with the Statement of Work.

(U) The total current contract value is (b)(3)
(b)(4)

CLIN 0001, as identified in this contract and in the total estimated amounts set forth below, is FFP as described under the Federal Acquisition Regulations (FAR) 16.202.

Description: (U) Completed polygraph sessions in accordance with the attached Statement of Work. The unit price is for completed sessions. If an Examinee does not present themselves for their appointment, half of a completed session's unit price is authorized to be billed.

	Quantity	Unit Price	Units	Value
Firm Fixed Price			Each	
Total				

The total value of Contract Line Item 0001, and any modifications thereto are shown below:

	Quantity	Unit Price	Units	Total
BASIC			Each	
P00003			Each	

CLIN 0002, as identified in this contract and in the total estimated amounts set forth below, is FFPLOE as described under the Federal Acquisition Regulations (FAR) 16.207. (b)(3)
(b)(4)

Description: Training and travel labor, in accordance with the attached Statement of Work.

Total Level of Effort	(b)(3)
Firm Fixed Price	(b)(4)
Total	

The total value of Contract Line Item 0002, and any modifications thereto are shown below:

	Total Level of Effort	Firm Fixed Price	Total
BASIC			(b)(3)
P00003			(b)(4)

CLIN 0003, as identified in this contract and in the total estimated amounts set forth below, is CR as described under the Federal Acquisition Regulations (FAR) 16.302.

Description: Travel and ODCs in support of CLIN 0001 and CLIN 0002.

The total value of Contract Line Item 0003, and any modifications thereto are shown below:

	Total Estimated Cost	Cost Overrun	Total Cost
BASIC			
P00003			

2 Statement of Work

The Government's Statement of Work listed below is incorporated by reference and made part of this contract as Attachment 1 as listed in the Incorporation of Attachments and Exhibits clause:

Statements of Work Title	Date
Independent Contractor (Polygraph Examiner)	8/11/2015

3 Packaging and Marking

Packaging and marking of deliverable items called for hereunder shall be in accordance with:

- (1) the Contractors best commercial practice and
- (2) any delineated requirements in the Statement of Work required to insure safe arrival at the destination.

4 Inspection and Acceptance

Work shall be inspected and accepted by the CO and COTR.

5 Ship To Address

U.S. Government
14675 Lee Road
Chantilly VA 20151-1715

6 N52.211-006 Contract Period of Performance (SEP 2003)

- (a) Period of Performance: The period of performance of this contract shall be:

CLIN	Start Date	Completion Date
0001	09/14/2015	02/01/2016
0002	09/14/2015	02/01/2016

- (b) The principal place of performance under this contract shall be the **Government's** facility located at: **Chantilly, VA**

- (c) The contractor shall immediately notify the Contracting Officer in writing when they encounter difficulty meeting performance requirements or anticipate difficulty in complying with the contract delivery schedule. This notification shall be informational in character; this provision shall not be construed as a waiver by the Government of any delivery schedule for any rights or remedies provided by law or under this contract.

UNCLASSIFIED

7 GOVERNMENT POINTS OF CONTACT

Title	Name	Phone Number
Contracting Officer		(b)(3)
Contracting Officer's Technical Representative		

8 PURCHASE REQUEST NUMBER AND ACCOUNTING AND APPROPRIATION DATA

Contract Doc	CLIN	RCA #	RCA ACTNG#	BLI	FY	BOC	PO Line	Dollars Obligated
BASIC	0001	CC-15-1704-0000	1	NSP98ICP	15	2520	2	(b)(3) (b)(4)
BASIC	0002	CC-15-1704-0000	1	NSP98ICP	15	2520	1	
Subtotal:								
P00001	0001	CC-16-0208-0000	1	NSP98ICP	16	2520	3	
Subtotal:								
P00002	0001	CC-16-0274-0000	1	NSP98ICP	16	2520	5	
P00002	0001	CC-16-0342-0000	1	NSP98ICP	16	2520	4	
P00002	0002	CC-16-0342-0000	1	NSP98ICP	16	2520	6	
P00002	0003	CC-16-0342-0000	1	NSP98ICP	16	2520	7	
Subtotal:								
P00003	0001	CC-16-0208-0001	1	NSP98ICP	16	2520	3	
P00003	0001	CC-16-0274-0001	1	NSP98ICP	16	2520	5	
P00003	0001	CC-16-0342-0001	1	NSP98ICP	16	2520	4	
P00003	0002	CC-15-1704-0001	1	NSP98ICP	15	2520	1	
P00003	0002	CC-16-0342-0002	1	NSP98ICP	16	2520	6	
P00003	0003	CC-16-0342-0003	1	NSP98ICP	16	2520	7	
Subtotal:								
Total:								

SUMMARY		
TOTAL OBLIGATED AND TOTAL VALUE BY CLIN		
CLIN	Dollars Obligated	Total CLIN Value
0001		
0002		
0003		
Total:		

(b)(3)
(b)(4)**9 N52.232-003 Instructions for Requesting Contract Payment (MAR 2015)**

(a) Vouchers and Invoices. Contractors with access to the Contractor Wide-Area Network (CWAN) or Industry Partner Access (IPA) shall request contract payment using NRO Electronic Invoicing. Contractors without access to NRO Electronic Invoicing shall request contract payment by submitting a Standard Form 1034, *Public*

Voucher for Purchases and Services Other Than Personal. Contractors may request payment for commercial contracts using either the SF 1034 or a commercial invoice that contains all the information required by FAR 52.212-4(g). Requests for progress payments shall be prepared using Standard Form 1443, *Contractor's Request for Progress Payment*, and submitted to the Contracting Officer. Requests for contract payment that cannot be submitted using NRO Electronic Invoicing shall be submitted to the following Billing Office:

Name, Title and address of the Contracting Officer or designee:

Contracting Officer, Corporate Contracts, Core Services
U.S. Government, 14675 Lee Road, Chantilly VA 20151-1715
U.S. Government, 14675 Lee Road, Chantilly VA 20151-1715

The required mode of delivery is: **mail**

(b) Supporting Documentation.

The contractor shall submit documentation supporting all amounts billed with each voucher. Supporting documentation may be prepared using Standard Form 1035, *Public Voucher for Purchases and Services Other than Personal- Continuation sheet*, or an equivalent contractor-designed form. All documents submitted via NRO Electronic Invoicing must be in PDF format.

(1) Fixed Price Contracts. The supporting documentation should include:

- Total amounts billed by CLIN;
- Quantity, unit price, and description of supplies delivered or services performed;
- For level-of-effort CLINS, the actual labor hours expended by labor category;
- Date(s) the work was performed and/or the supplies delivered;
- Current and cumulative award fee billed and earned under each CLIN, if applicable; and
- Any other information required by the contract.

(2) Cost Reimbursable Contracts. The supporting documentation should include:

- Total amounts billed by CLIN;
- Current and cumulative costs billed by major cost element;
- Current and cumulative fee billed by CLIN, to include award fee, fixed fee, and incentive fee, and the formula for computation;
- Quantity, unit price, and description of any supplies delivered;
- Average direct labor rates by labor category and indirect labor rates applied
- Actual labor hours expended by labor category; and
- Any other information required by the contract.

(3) For cost-reimbursable contracts with fee payments based on incurred cost, the contractor shall adjust the amount of fee billed when cost overruns occur, whether actual, potential, or perceived. All billed incentive fee amounts shall be based on the budgeted vice the actual cost of work performed on contracts requiring use of Earned Value Management (EVM). For incentive contracts not subject to EVM, the percentage of work complete will be a unilateral determination by the Contracting Officer. The methodology applied by the

contractor to ensure that fee is not over-billed based on cost overruns will be approved in writing by the Contracting Officer before requesting payment of incentive fee.

(4) The following additional supporting documentation is also required:

Requirements of N61, to include N61 ATTACHMENT B: WORK RECORD, and also N52.237-002 Independent Contractor Travel (Alternate I). In the event of an Examinee not presenting themselves for their appointment, half of a completed session's unit price is authorized to be billed. The invoice shall clearly state the number of these missed sessions during the billing period.

(c) Voucher Preparation. All requests for contract payment shall be prepared in accordance with NAM Appendix N65, *Contract Payments*, with all charges segregated by CLIN and sub-CLIN (if applicable). The payment periods designated in the FAR Prompt Payment clause(s) contained in this contract will begin on the submission date for invoices submitted via Electronic Invoicing, or on the date a proper invoice/voucher is received in the Billing Office listed above. Earned Award Fee must be billed on a separate invoice. The following additional voucher preparation instructions also apply:

The terms "NRO" and "National Reconnaissance Office" must not appear on the invoice; use "U.S. Government" instead. Do not print the first six characters of the contract number on the invoice - type only the remaining characters, e.g., 07-C-1234. Include the name and telephone number of the company representative to be notified if the invoice is incorrect.

(d) Improper Invoices. The Government billing office will notify the contractor of any apparent error, defect, or impropriety in a voucher/invoice within seven days of receipt by the Billing Office. Inquiries regarding vouchers/invoices submitted to the billing office should be directed to the Contracting Officer.

(e) Contractor Banking and Tax Information. The contractor shall promptly notify the Contracting Officer of any changes to electronic funds transfer information or taxpayer identification number by re-submitting the information required in clause N52.232-004, *Contract Payment Information*.

10 N52.252-002 Clauses Incorporated by Reference (DEC 2006)

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. The full text of each clause may also be accessed electronically at <http://acquisition.gov/far/> and <https://arc.westfields.net/nam>.

Number	Title
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013)
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations (DEC 2014)
52.222-3	Convict Labor (JUN 2003)
52.222-50	Combating Trafficking in Persons (MAR 2015)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-10	Waste Reduction Program (MAY 2011)
52.223-18	Contractor Policy to Ban Text Messaging While Driving (AUG 2011)
52.224-1	Privacy Act Notification (APR 1984)

UNCLASSIFIED

Number	Title
52.224-2	Privacy Act (APR 1984)
52.232-11	Extras (APR 1984)
52.232-34	Payment By Electronic Funds Transfer--Other Than System for Award Management (JUL 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)
52.243-1 Alternate 1	Changes -- Fixed-Price (AUG 1987) (Alternate I) (APR 1984)
52.249-4	Termination for Convenience of the Government (Services) (Short Form) (APR 1984)
N52.203-003	Personal Conduct (OCT 2014)
N52.204-001	Security Requirements (JAN 2013)
N52.204-002	Oral Attestation of Security Responsibilities (JUN 2003)
N52.204-005	Protection Against Compromising Emanations (APR 2014)
N52.204-010	Information System Access (JAN 2013)
N52.204-011	Information Technology-Information Assurance-Information Management Requirements (JAN 2013)
N52.209-003	Organizational Conflict Of Interest (SEP 2009)
N52.223-006	Contractor Compliance with Environmental, Occupational Safety and Health, and System Safety Requirements (OCT 1997)
N52.225-002	Foreign Temporary Duty Travel (OCT 2014)
N52.231-003	Contractor Training and Education (SEP 2013)
N52.231-004	Prohibition on Contractor Acquisition of Personal Property for Use by Government Employees (JUL 2004)
N52.233-002	Request for Dispute Resolution (NOV 2007)
N52.242-001	Authority and Designation of a Contracting Officer's Technical Representative (COTR) (FEB 2011)
N52.243-001	Contract Change Proposals (APR 2004)
N52.244-001	Subcontracts (Educational Institutions) (MAR 2015)

11 52.212-4 Contract Terms and Conditions -- Commercial Items (MAY 2015)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights

(1) Within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e. g.*, use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, contract line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
 - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g. 52.232-33, Payment by Electronic Funds Transfer System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*--(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is F.O.B. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is F.O.B. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease

work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services;
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5;
- (4) Addenda to this solicitation or contract, including any license agreements for computer software;
- (5) Solicitation provisions if this is a solicitation;
- (6) Other paragraphs of this clause;

- (7) The Standard Form 1449;
- (8) Other documents, exhibits, and attachments; and
- (9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

12 52.212-5 Alternate 3 Contract Terms and Conditions Required To Implement Statutes or Executive Order -- Commercial Items (JUL 2014)(Alternate III) (SEP 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

X (2) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (3) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

X (4) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)

X (5) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)

X (6) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

X (7) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(c) Other clauses included in the By Ref clause list in the basic version of 52.212-5 and its Alternates I and II may be identified as included By Ref clauses in addendum to this contract.

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

13 52.213-4 Alternate 1 Terms and Conditions - Simplified Acquisitions (Other than Commercial Items) (MAY 2014) Alternate I (OCT 2010)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iv) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(v) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (APR 1984) or N52.232-012, Payments (JUL 2004).

(ii) 52.232-8, Discounts for Prompt Payment (FEB 2002).

(iii) 52.232-11, Extras (APR 1984).

(iv) 52.232-25, Prompt Payment (JUL 2013).

- (v) 52.233-1, Disputes (MAY 2014).
- (vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)
- (vii) 52.244-6, Subcontracts for Commercial Items (MAY 2014).
- (viii) 52.253-1, Computer Generated Forms (JAN 1991).
- (ix) 52.232-39, Unenforceability of Unauthorized Obligations (JUN 2013).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

- (1) The clauses listed below implement provisions of law or Executive order:
 - (i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$25,000 or more).
 - (ii) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2013) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
 - (iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (MAY 2014) (41 U.S.C. chapter 65) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
 - (iv) 52.222-35, Equal Opportunity Veterans (SEP 2010) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
 - (v) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793). (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
 - (vi) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
 - (vii) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf.)
 - (viii) 52.223-5, Pollution Prevention and Right-to-Know Information (MAY 2011) (E.O. 13148) (Applies to services performed on Federal facilities).
 - (ix) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR Program or Federal Energy Management Program (FEMP) will be
 - (A) Delivered;
 - (B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;
 - (C) Furnished by the Contractor for use by the Government; or
 - (D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)
 - (x) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--
 - (A) Is set aside for small business concerns; or
 - (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(xi) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (JUL 2013). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) database as its source of EFT information.)

(xii) 52.232-34, Payment by Electronic Funds Transfer--System for Award Management (JUL 2013). (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)

(xiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).))

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 2013) (Applies to contracts over \$30,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).

(iii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(iv) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) *Inspection/Acceptance.* The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(d) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(e) *Termination for the Governments convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost

accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(f) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(g) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

14 52.232-25 Prompt Payment (JUL 2013)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The **30th** day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The **30th** day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (*e.g.*, periodic lease payments), the due date will be as specified in the contract.

(3) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (*e.g.*, shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.*, 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.*, 52.232-33, Payment by Electronic

Funds Transfer--System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (*e.g.*, evidence of shipment).

(4) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) *Computing penalty amount.* The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) *Additional interest penalty.*

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) *Contract financing payment.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Fast payment procedure due dates.* If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected contract line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

15 N52.204-008 Notice of Litigation (AUG 2010)

(a) With respect to litigation to which the Contractor is a party relating to this contract:

(1) The contractor shall within five business days notify the Contracting Officer of any litigation filed by a third party (including individuals, organizations, and federal, state, or local governmental entities) or subpoena involving or in any way relating to this contract and/or related subcontracts. Said notice shall include a copy of all documents filed with the court in connection with the litigation or subpoena to the extent such documents are not covered by a court-ordered seal or protective order.

(2) The Contracting Officer shall have the right to examine any pertinent documents filed with the court during the conduct of the litigation, and any documents and records provided to the third party in response to the subpoena.

(b) The contractor agrees to insert this clause in any subcontract under this contract.

16 N52.204-009 Release of Contract Information (JAN 2010)

(a) The contractor shall not use or allow to be used any aspect of this contract for publicity, advertisement, or any other public relations purpose. Public announcement of the award or modification of this contract is expressly prohibited. This obligation will not expire upon completion or termination of this contract, but shall continue until rescinded by the U.S. Government.

(b) The contractor must obtain the written approval of the Contracting Officer before releasing any information related to this contract. This requirement extends to papers, articles, and presentations based on or referencing the work performed under this contract.

(c) The contractor may provide past performance information regarding this contract to the NRO, the Office of the Director of National Intelligence, the Central Intelligence Agency, the National Geo-Spatial Intelligence Agency, and the National Security Agency to support source selections at those agencies without Contracting Officer approval. The contractor is responsible for the proper classification and handling of such information, and shall provide a copy of the information provided to the NRO Contracting Officer. No past performance information or other information regarding any NRO contract shall be provided to any other Government, commercial, or private organization or individual without the express written approval of the Contracting Officer.

(d) The contractor agrees to insert this clause in any subcontract under this contract.

17 N52.209-002 Disclosure Of Foreign Ownership or Control by a Foreign Government (SEP 2013)

(a) Definitions. As used in this clause:

(1) *Effectively owned or controlled* means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the offerors officers or a majority of the offerors board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) *Entity controlled by a foreign government* means any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government, or any individual acting on behalf of a foreign government. It does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before 23 October 1992.

(3) *Foreign government* includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) *Proscribed information* means:

* Top Secret information;

UNCLASSIFIED

- * Communications Security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys;
- * Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;
- * Special Access Program (SAP) information; or
- * Sensitive Compartmented Information (SCI).

(b) Prohibition on Award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Director, National Reconnaissance Office or a designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure. The offeror shall disclose any interest a foreign government has in the offeror when that interest constitutes control by a foreign government as defined in this provision. If the offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the offeror's immediate parent, intermediate parents, and the ultimate parent. The offeror shall submit a current SF 328, *Certificate Pertaining to Foreign Interests*, with their proposal. The SF 328 must include the following information:

- (1) Offeror's point of contact for questions about disclosure (name and phone number with country code, city code, and area code, as applicable);
- (2) Name and address of offeror;
- (3) Name and address of entity controlled by a foreign government; and
- (4) Description of interest, ownership percentage, and identification of foreign government.

(d) If during contract performance the foreign government ownership or control status of the contractor changes, the contractor shall submit an updated SF 328 to the Contracting Officer within one week of the change.

(e) Flow-down. The offeror agrees to include the requirements of this clause in all subcontract solicitations that involve potential access to proscribed information under this solicitation and any resulting contract.

(End of clause)

18 N52.215-006 Incorporation Of Section K, Representations, Certifications, And Other Statements Of Offerors (JAN 2005)

Section K, dated **2 Sep 2015**, completed and submitted with the contractor's proposal in accordance with RFP requirements to support this effort, is incorporated by reference and made a part of this contract.

19 N52.216-001 Level-of-Effort (APR 2014)

(a) The contractor shall apply best efforts towards accomplishing the contract work effort. The level-of-effort required under this contract shall consist of a labor expenditure not less than **100** percent and not more than **100** percent of the total labor hours specified for each LOE CLIN in Section B of this contract.

(b) The contractor shall promptly notify the Contracting Officer in writing when there is an indication that premature exhaustion of the total labor hours will occur.

(c) It is understood and agreed that the monthly labor hour expenditure rate may fluctuate in pursuit of the technical objective. However, such fluctuations will be controlled to avoid exhaustion of total labor hours before the expiration of the term of the contract.

(d) It is further agreed that the contractor may submit written requests to accelerate the labor hour expenditure rate to exhaust the total authorized labor hours prior to the expiration date of this contract. If approved by the Contracting Officer, the accelerated performance shall be without increase in fee or profit, as applicable, and the transaction shall be formalized by Supplemental Agreement to this contract.

(e) Upon contract completion, the contractor shall submit to the Contracting Officer a certified statement of the labor hours actually expended under each LOE CLIN in the performance of this contract. If task orders or delivery orders are issued under this contract, the contractor must submit a separate certification of utilization of hours to the final payment voucher indicating the total number of labor hours expended.

(f) For cost-type contracts, the fee for performance is predicated upon the contractor furnishing at least the minimum and not more than the maximum effort specified. In the event the contractor fails to provide the minimum effort specified, the Contracting Officer may either unilaterally reduce the base fee and maximum award fee, to include fees already awarded/earned, using the formula below, or obtain other consideration from the contractor.

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

(g) For fixed-price contracts, the fixed price for performance is predicated upon the contractor furnishing at least the minimum and not more than the maximum effort specified. In the event the minimum effort is not provided as specified, the Contracting Officer may 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 using the following formula:

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

(h) Changes in labor categories, minimum or maximum quantity of labor hours, and the period of performance shall be made in accordance with the *Changes* clause herein.

20 N52.223-005 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (JAN 2004)

(a) Definitions. As used in this clause:

(1) *Storage* means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Government items, equipment, or facilities.

(2) *Toxic or hazardous materials* means those materials identified in the EPA Title III List of Lists.

(b) The contractor is prohibited from transporting, storing, disposing, or using toxic or hazardous materials in performing this contract except for those materials listed in (c) below or when authorized in writing by the Contracting Officer.

(c) The following toxic and hazardous materials are authorized for use in the performance of this contract:

TOXIC MATERIAL USE LIMITATIONS

N/A

21 N52.227-005 Limitations on the Use or Disclosure of Government-Furnished Information Marked With Restrictive Legends (FEB 2011)

(a) The terms limited rights, restricted rights, special license rights, and Government purpose rights are defined in the *Rights in Technical Data and Computer Software: Noncommercial Items* clause of this contract.

(b) Technical data or computer software provided to the contractor as Government-furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

(1) GFI Marked with Limited or Restricted Rights Legends. The contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends, or computer software received with restricted rights legends only in the performance of this contract. The contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any unauthorized person. Prior to providing limited rights technical data or restricted rights computer software as GFI, the Government shall ensure that:

(i) The receiving development contractor(s) or subcontractor(s) contract arrangements are subject to clauses N52.209-005, *Protection of Information*, and N52.227-005, *Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends*; and

(ii) The receiving support contractor(s) or subcontractor(s) contract arrangements are subject to clauses N52.209-008, *Support Contractor Corporate Non-Disclosure Agreement*, and N52.227-005, *Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends*.

(2) GFI Marked with Government Purpose Rights Legends. The contractor shall use technical data or computer software received from the Government with Government purpose rights legends for Government purposes only. The contractor shall not, without the express written permission of the party whose name appears in the restrictive legend, use, modify, reproduce, release, perform, or display such technical data or computer software for any commercial purpose, or disclose such data or software to a person other than its subcontractors, suppliers, or prospective subcontractors or suppliers who require the data or software to submit offers for, or perform, contracts under this contract. Prior to disclosing the data or software, the contractor shall coordinate with the Contracting Officer before requiring the persons to whom disclosure will be made to complete and sign non-disclosure agreements including the same limitations included in this paragraph.

(3) GFI Marked with Special License Rights Legends. The contractor shall use, modify, reproduce, release, perform, or display technical data or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license.

(c) Indemnification and Creation of Third Party Beneficiary Rights. The contractor agrees:

(1) To indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorney's fees, court costs, and expenses, arising out of, or in any way related to, the misuse or

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unauthorized modification, reproduction, release, performance, display, or disclosure of technical data or computer software received from the Government with restrictive legends by the contractor or any person to whom the contractor has released or disclosed such data or software; and

(2) That the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the contractor, or any person to whom the contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of technical data or computer software subject to restrictive legends.

22 N52.232-010 Consideration And Payment - Level-of-Effort (AUG 2010)

(a) The contractor may request payment twice per month for all labor hours expended by the contractor to accomplish the work specified in this contract. In no instance shall the total number of labor hours for which payment has been requested for a particular CLIN exceed the total amount set forth in the contract for that CLIN. The contractor shall advise the Contracting Officer in writing as soon as 85 percent of the hours specified in any CLIN has been expended.

(b) To support final payment for work performed, the contractor shall attach a certification to the final payment voucher (SF 1034) indicating the total number of labor hours expended by labor category for each CLIN during the period of contract performance.

(c) If the contractor provides fewer than the number of labor hours set forth in Section B in performance of the work called for therein, the total contract price shall be equitably decreased prior to payment. Failure of the parties to agree upon the amount of decrease shall be resolved under the *Disputes* clause.

23 N52.232-012 Payments (AUG 2010)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted and for services rendered and accepted, less any deductions provided in this contract. The Contractor shall submit invoices every two weeks, and itemize all charges by contract line item number.

24 N52.237-002 Alternate 1 Independent Contractor Travel (APR 2004) (Alternate I) (APR 2004)

(a) Travel costs are not included in the Contractors base service fee. However, travel costs are part of the overall contract value. The Contractor will invoice and be paid necessary costs incurred in connection with travel as authorized by the Government.

(b) Invoicing and reimbursement for travel, lodging, and meals and incidental expenses (M&IE) will be limited to the lesser of:

(1) The rates and allowances in effect at the time of travel as set forth under the Federal Travel Regulations (FTR) (for travel in the contiguous 48 United States), the Joint Travel Regulation (for travel in Alaska, Hawaii, the Commonwealth of Puerto Rico, and territories and possessions of the United States), or the Standardized Regulations for travel in areas not covered by the FTR or the JTR; or

(2) The alternate rate (if any) established by the office funding the contract.

(c) Airfare or other transportation costs shall be invoiced and reimbursed to the extent that the costs comply with the provisions of section 301-10 of the FTR and the policies of the office that is funding the contract.

Business class travel may be allowable if it is in accordance with the terms of section 301-10.124 of the FTR and the policies of the office that is funding the contract. Business class travel must be approved in advance by the office that is funding the contract.

(d) In special or unforeseen situations, costs in excess of the above limits may be allowed, subject to approval by the Contracting Officer and the office that is funding the contract. Such approval must be obtained in advance unless the circumstances were unforeseen.

(e) Funds for travel expenses under this contract will not be advanced to the Contractor. All travel reimbursements under this contract are considered taxable income and will appear on the Contractors Form 1099. The Contractor shall retain travel receipts for tax purposes; receipts are not to be submitted with the invoice. However, the Government has the right to examine such receipts for the purpose of verifying invoices.

25 N52.245-002 No Contract Accountable Government Property (FEB 2011)

(a) This contract shall be performed and completed without any contract-accountable Government property. The contractor shall make no requests for Government property except when the Government may accrue significant tangible benefits by granting such a request. The contractor shall not accept, request, or pursue contract-accountable Government property from anyone other than the Contracting Officer.

(b) The contractor may use Government property in their possession but accountable to another NRO or non-NRO contract for the performance of this contract if approved in writing by the Contracting Officer of the accountable contract. Such use shall be on a rent-free basis, shall not interfere with performance of the accountable contract, and shall comply with the terms and conditions specified in that contract and in the accountable Contracting Officers approval letter. This paragraph does not apply to Government-furnished material.

(End of Clause)

26 Incorporation Of Attachments And Exhibits

The Attachments and/or Exhibits listed below are incorporated herein and made part hereof:

Attachment Number	Description	Date	No. Pages
1	Independent Contractor (Polygraph Examiner)	08/11/2015	2
2	DD254 Contract Security Classification Specification	08/19/2015	6