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**BASE TASK ORDER AGREEMENT #: 2020-XXX  
PLACED UNDER U.S. GOVERNMENT CONTRACT #: N00014-16-D-4001  
DPAS RATING: DO-C9**

*This is a rated order under the Defense Priorities and Allocations System. Subcontractor shall follow all the requirements of 15 CFR 700, including meeting delivery dates included herein.*

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**BASE TASK ORDER AGREEMENT**  
(hereinafter also referred to as "Agreement")

BETWEEN

**Advanced Technology International**

a Not-For-Profit Corporation  
with offices at

315 Sigma Drive  
Summerville, SC 29486-7790

(hereinafter also referred to as "Contractor")

AND

<Subcontractor Company Name>

a Corporation of the State of <INSERT STATE>  
with offices at

<Address>

<City, State, Zip Code>

(hereinafter also referred to as "Subcontractor")

**WITNESSETH THAT:**

IN CONSIDERATION OF the promises, mutual covenants, and agreement contained herein, the parties hereto agree as follows:

**SECTION A CONTENTS OF AGREEMENT AND ORDER OF PRECEDENCE**

**A.1. CONTENTS OF AGREEMENT**

<b>SECTION</b>	<b>DESCRIPTION</b>
SECTION A	CONTENTS OF AGREEMENT AND ORDER OF PRECEDENCE
SECTION B	SUPPLIES/SERVICES AND PRICES
SECTION C	STATEMENT OF WORK
SECTION D	PRESERVATION, PACKAGING AND MARKING
SECTION E	INSPECTION AND ACCEPTANCE/QUALITY ASSURANCE
SECTION F	PERFORMANCE
SECTION G	AGREEMENT ADMINISTRATION DATA
SECTION H	SPECIAL PROVISIONS
SECTION I	APPLICABLE FEDERAL ACQUISITION REGULATION CLAUSES
	SIGNATURE PAGE
SECTION J	LIST OF DOCUMENTS, EXHIBITS AND ATTACHMENTS

**A.2. ORDER OF PRECEDENCE**

1. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order:
  - a. Cover Page, Signature Page and Sections A, B, C and F
  - b. The Agreement Administration Data and the Special Provisions (Sections G & H)
  - c. All Task Orders issued hereunder
  - d. Applicable Federal Acquisition Regulation Clauses (Section I)
  - e. All Other Sections and Attachments

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**SECTION B SUPPLIES/SERVICES AND PRICES**

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**B.1. STATEMENT OF REQUIREMENTS**

1. The Subcontractor shall provide the necessary personnel and facilities to perform the applicable work requirements and shall furnish the supplies/services outlined in each Task Order in accordance with the terms and conditions set forth in this Agreement and any additional terms and conditions included in each Task Order.

**B.2. TYPE OF AGREEMENT**

1. Individual Task Orders of the following contract types may be issued under this Agreement.
  - a. Cost Reimbursable (CR) (with or without cost share)
  - b. Cost Plus Fixed Fee (CPFF)
  - c. Firm Fixed Price (FFP)

Unless stated otherwise in specific sections of this Agreement, the Agreement's provisions and clauses are applicable to any Task Order issued hereunder, regardless of the Task Order contract type. The Task Order contract types listed above other than Firm Fixed Price may be hereinafter referred to collectively as "Cost Type Task Orders."

2. The prices specified in each Task Order shall not be increased due to increased labor or materials costs during the period of performance of each Task Order unless otherwise specified therein.
3. Each Task Order shall be considered a subcontract executed and enforceable under the terms and conditions of this Agreement as of the date of last signature on the Task Order.

**B.3. TASK ORDERS**

1. All Task Orders issued hereunder are subject to the terms and conditions of this Agreement.
2. Task Orders will be issued under the provisions and clauses of this Agreement and will contain, at a minimum, the following:
  - a. The Task Order description and number;
  - b. A total cost/price designated for the task order;
  - c. A Task Order statement of work in sufficient detail to allow for proper and expeditious performance of the task order;
  - d. Period of performance start and end dates for the Task Order;
  - e. Required deliverables and delivery dates;
  - f. Key personnel assigned to the Task Order;
  - g. Security classification, if applicable;
  - h. A list of any data rights assertions specific to the Task Order as applicable;
  - i. A list of any government furnished property or material;
  - j. Applicable distribution statement; and
  - k. Other terms and conditions and/or federal regulations as applicable to the Task Order.
3. The Subcontractor may not incur any cost prior to the authorized start date of each fully executed Task Order.
4. The Task Order is subject to modification as may be required to meet the objectives of the Prime Contract. When such modifications require a change in funding or schedule, the Subcontractor shall notify the Contractor in writing. The total cost or price for each Task Order may not be exceeded unless authorized by a modification to the Task Order.

5. If at any time the Subcontractor has reason to believe the Total Cost incurred in the performance of a Task Order, when added to all other payments previously accrued, will exceed seventy-five percent (75%) of the then current total authorized funding, the Subcontractor shall notify the Contractor to that effect, and provide an estimate of additional funds required for the period specified. Subcontractor shall be under no obligation to perform any work hereunder, and Contractor shall not be obligated to reimburse Subcontractor for any work performed, if in the performance, thereof, the funding then allotted to Subcontractor will be exceeded.
6. It is understood and agreed that Contractor has no obligation under the terms of this Agreement to issue any Task Orders.

#### **B.4. TRAVEL AND OTHER DIRECT COSTS**

1. The Subcontractor shall be reimbursed for other direct costs to the extent such costs are necessary, authorized hereby, and are otherwise allocable and allowable in accordance with the FAR 52.216-07 entitled "Allowable Cost and Payment." The Subcontractor shall be reimbursed for actual and reasonable travel and subsistence costs incurred in accordance with the Subcontractor's travel estimating policy provided the Contractor authorizes the incurrence of such costs herein or by a change order hereto. Travel and subsistence charges shall be substantiated by Subcontractor's Expense Report vouchers or other documentation as specified in provision G.1 of this Agreement and shall not exceed FAR 31.205-46 titled "Travel Costs."

#### **B.5. PAYMENT OF FIXED FEE (CPFF TASK ORDERS ONLY)**

1. If applicable the fixed fee specified in each Task Order, subject to any adjustments required by other provisions and/or clauses of this Agreement and/or Task Order, and subject to the clause for withholding of a portion of the fee as set forth in FAR 52.216-8 entitled "Fixed Fee," will be paid in installments at the time of each provisional payment on account of the allowable costs. The amount of fixed fee paid will be based upon the ratio the Subcontractor's incurred allowable costs bear to the total estimated cost. In the event the Subcontractor cannot complete the work within the estimated cost, the Contractor may increase the estimated cost via Task Order modification without increasing the fixed fee.

#### **B.6. MAXIMUM AMOUNT OF ORDER (COST TYPE TASK ORDERS ONLY)**

1. If at any time during the performance of a Task Order under this Agreement, the Subcontractor has reason to believe the total cost specified in a particular Task Order will be insufficient to complete performance of the Order, the Subcontractor shall immediately so notify the Contractor in writing advising the reason(s) for such cost increase and the revised estimate together with supporting cost justification. The total estimated cost indicated in each Task Order shall not be exceeded without the prior written approval of the Contractor's Subcontract Representative.

#### **B.7. MILESTONE PAYMENTS (FFP TASK ORDERS ONLY)**

1. Payment will be tied to the Subcontractor's completion and Contractor's acceptance of milestones. Each Task Order will include a payment schedule that summarizes the project milestones and associated firm fixed price.

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### **SECTION C STATEMENT OF WORK**

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#### **C.1. STATEMENT OF WORK**

1. The purpose of the Manufacturing Technology (ManTech) Program is to improve the manufacturing quality, productivity, technology, and practices of business and workers providing

goods and services to the Department of Defense (DoD). The Navy ManTech Program, operated out of the Office of Naval Research (ONR), is focused on affordability improvements for specific key acquisition platforms as defined in the Navy ManTech Investment Strategy. ONR ManTech helps these Navy programs achieve their respective affordability goals by transitioning developed manufacturing technology which, when implemented, results in needed cost reduction or cost avoidance. Navy ManTech executes through Centers of Excellence (COE) using this key acquisition platform approach to develop cost reduction/avoidance platform portfolios and specific projects. The COEs develop and demonstrate manufacturing technology solutions for identified Navy manufacturing requirements, provide consulting services to naval industrial activities and industry, and facilitate the implementation of developed manufacturing technologies. The primary mission of the Center for Naval Metalworking (CNM) is to develop advanced manufacturing technologies and deploy them in U.S. shipyards and other relevant industry, with the goal of facilitating industry improvements and ultimately reducing the cost and time required to build and repair naval ships and other key naval platforms, as defined in the ONR ManTech Investment Strategy.

Task Orders under this Agreement will be for technical support and research and development in support of the CNM mission as stated above. Subcontractor shall provide these services in accordance with the contractual requirements of this Agreement and the individual Task Orders including any documents, exhibits, attachments or references.

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## **SECTION D PRESERVATION, PACKAGING, AND PACKING**

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### **D.1. PRESERVATION, PACKAGING, AND PACKING**

1. Unless otherwise specified herein, supplies required under each Task Order shall be preserved, packaged, and packed in accordance with best standard commercial practices for domestic shipment which shall be adequate to ensure against damage/deterioration during transit and storage pending usage. Deliverable/data items furnished hereunder shall be adequately packaged and packed to ensure safe delivery at destination.

### **D.2. TRANSMITTAL OF CLASSIFIED DATA**

1. In the event it becomes necessary to transmit classified matter by mail, the transmittal shall be made in accordance with the requirements of the National Industrial Security Program Manual, Department of Defense (DoD) 5220.22-M. Copy of the manual can be accessed via the following website: <https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/522022p.pdf>. Outer containers shall not disclose the classification or the name of classified matter contained within the envelope or package, even though the name itself may not be classified. Internal markings or internal packaging will clearly indicate the classification.

### **D.3. INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT**

1. The applicable distribution statement will be identified in each Task Order. The distribution statement shall be displayed conspicuously on technical documents so as to be recognized readily by the recipient. The distribution statement shall appear on each front cover and title page of a report. If the technical document does not have a cover or title page, the applicable distribution statement shall be stamped or typed on the front page.

### **D.4. REPORT PREPARATION**

1. Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-

2005 (R2010), entitled, "Scientific and Technical Reports - Preparation, Presentation and Preservation". All National Information Standards Organization (NISO) American National Standards are available as free, downloadable pdf(s) at <https://www.niso.org/publications>.

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## **SECTION E INSPECTION AND ACCEPTANCE/QUALITY ASSURANCE**

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### **E.1. INSPECTION AND ACCEPTANCE**

1. All supplies and services to be delivered as specified in each Task Order shall be subject to approval by the Contractor and its customer to the extent practicable at all times during the period of performance and, in any event, prior to acceptance of services. Authorized representatives of the Contractor and its customer shall have the right to visit the Subcontractor's facility at reasonable times during the performance of this Agreement for the purpose of making any necessary inspections or obtaining any required information. Such visits shall be coordinated with Subcontractor to minimize interference with normal business operations.
2. All Subcontractor labor effort shall be accepted by the Contractor when completed based on compliance with this Agreement and individual Task Order requirements.
3. Subcontractor's deliverables, as identified and described in each Task Order, are to be supplied within the time frames indicated therein. Inspection and acceptance of deliverables to be furnished hereunder shall be made by the Contractor, or Contractor's designee, upon delivery based on compliance with the Task Order requirements.
4. Unless otherwise provided in this Agreement or the individual Task Orders, the Contractor shall accept or reject services and/or deliverables within 45 calendar days after delivery.

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## **SECTION F PERFORMANCE**

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### **F.1. ORDERING PERIOD/EFFECTIVE DATE**

1. The ordering period for this Agreement is from the effective date, which is the date of the last signature through 08 September 2021, unless changed by a duly executed modification or terminated in accordance with the provisions of this Agreement. Any extension of this ordering period requires the Contractor's written approval and will be executed via Agreement modification. Task Orders will contain their own period of performance start and end dates and may extend beyond this Agreement's ordering period.

### **F.2. TASK ORDER PERIOD OF PERFORMANCE**

1. Any Task Order issued during the ordering period of this Agreement and not completed within that period, unless terminated earlier by Contractor, shall be completed by the Subcontractor within the period of performance specified in the Task Order. This Agreement shall govern the Subcontractor's and Contractor's rights and obligations with respect to that Task Order to the same extent as if the Task Order were completed during the Agreement's ordering period.

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## **SECTION G AGREEMENT ADMINISTRATION DATA**

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### **G.1. SUBMISSION OF INVOICES**

1. The Subcontractor shall submit invoices and any necessary supporting documentation to

**'Advanced Technology International'** via email at [afgforms@ati.org](mailto:afgforms@ati.org).

2. Invoicing. At least once each month, the Subcontractor shall submit invoices covering allowable costs incurred for the performance of work completed under each Task Order, in accordance with the General provision clause FAR 52.216-7 entitled "Allowable Cost and Payment." Subcontractor shall make its best effort to ensure there shall be a lapse of no more than 30 calendar days between performance and submission of an invoice.
  
3. Subcontractor's invoices shall contain the following information, as applicable:
  - a. Date of invoice and invoice number
  - b. Task Order number
  - c. Period covered by invoice
  - d. Monthly and cumulative costs by cost element (Cost Type Task Orders only)
  - e. Monthly and cumulative Man-hours and Fee (Cost Type Task Orders only)
  - f. Milestone name and price and cumulative invoiced amount for all completed milestones (FFP Task Orders only)
  - g. Name of project and brief description of the work performed for the period
  - h. Current total amount being invoiced
  - i. Cumulative invoiced amount allowable under the Task Order
  - j. Name title, address and phone number of official to whom payment is to be sent
  - k. Name, title, mailing address, e-mail address and phone number of person to contact regarding invoice issues or questions
  
4. Invoices submitted under Cost Type Task Orders that include charges for travel, subsistence, and lodging shall be supported by a copy of the employee's travel expense report, or itemized report, with copies of all receipts for expenses in excess of \$75 to be kept on file at the Subcontractor's facility. These supporting documents will not be submitted to Contractor but shall be maintained at the Subcontractor's facility, and should the circumstances dictate, copies of the substantiating document(s) shall be provided to the appropriate Government audit agency or the local Supervisor of Shipbuilding. All travel charges for meals, incidental expenses (M&IE) and lodging shall be at the Government Per Diem Rates found at: <https://www.gsa.gov/travel/plan-book/per-diem-rates>.
  
5. For Cost Type Task orders, invoices shall include the following written certification:
 

"I certify the amounts invoiced are for costs incurred in accordance with the Agreement, the work reflected has been performed, and prior payment has not been received."

Authorized Signature \_\_\_\_\_
  
6. For FFP Task Orders, invoices shall include the following certification:
 

"I certify the amounts invoiced are for amounts as stipulated in this Agreement for work performed and accepted, and prior payment has not been received."

Authorized Signature \_\_\_\_\_
  
7. Final Invoice. In addition to the requirements above, Subcontractor's final invoice for each Task Order (completion invoice) shall be clearly indicated as such in accordance with FAR 52.216-07, and shall indicate the cumulative amounts (by cost element) incurred and billed to completion, and a written certification of the total hours expended.

**G.2. CLOSEOUT ACTIONS AND REPORTS**

1. Quick Closeout. The Subcontractor agrees that, if so requested by Contractor, the Quick Closeout procedure authorized by FAR 42.708, or any referenced language in this Agreement shall be the basis for closing each Task Order.

2. Upon completion of each Task Order, as applicable, and notwithstanding paragraph (1) above, Subcontractor shall complete and return to Contractor the following documentation within 60 calendar days after the date of the Contractor request:
  - a. Subcontractor Release
  - b. Subcontractor's Assignment of Refunds, Rebates, and Credits (Cost Type Task Orders only)
  - c. Property Report
  - d. Final Patent Report
3. Subcontractor must notify Contractor within the timeframe in paragraph G.2.2, if it has indirect rates that are applicable to the Task Order and (1) cannot be finalized until the conclusion of the Subcontractor's fiscal year OR (2) it is subject to final indirect rate audit and approval by a cognizant federal contract administration office AND the indirect rates have not been finalized AND Subcontractor does not have government approval to use provisional quick closeout rates. Closeout documentation not reliant upon finalization of indirect rates such as property and final patent report shall nevertheless be submitted within 60 calendar days after the date of the Contractor request.
4. Unilateral Closeout. Pursuant to and consistent with the provisions of FAR 52.216-7(d)(6)(i), the Contractor may unilaterally closeout the Task Order in the event Subcontractor fails to submit the closeout information required in Paragraph G.2.2 within 120 calendar days of the Contractor's closeout request unless such failure is due to (i) the U.S. Government's pending settlement of Subcontractor's final indirect rates and Subcontractor has given Contractor notification as required in Paragraph G.2.3 or (ii) an extenuating circumstance as agreed upon in writing by Contractor and Subcontractor. Such failure shall constitute Subcontractor's express agreement that the amounts paid pursuant to the Task Order, as applicable, by Contractor to Subcontractor up to the date Subcontractor's submissions are due as set forth herein and as determined by the Contractor records, constitute the full, complete and final extent of the Contractor financial obligation to Subcontractor. Further, Subcontractor does remise, release, and discharge Contractor, its officers, agents and employees, of and from any and all liabilities, obligations, claims, and demands whatsoever arising under or relating to the Task Order, and Subcontractor expressly authorizes Contractor to rely on the foregoing representations and release in connection with the Contractor closeout of or other actions taken with respect to the Contractor prime contract with the U.S. Government.
5. Final Invoice: Subcontractor shall submit a final invoice, designated as such, promptly upon completion of each Task Order, but no later than three (3) months, (or longer, as Contractor may approve in writing) from the completion date of each Task Order. Upon approval of that final invoice and upon Subcontractor's compliance with all terms of this Agreement, all Task Orders issued hereunder and this provision, Contractor shall promptly pay the balance of allowable costs and that part of the fee (if any) not previously paid.
6. Subcontractor shall pay to Contractor any refunds, rebates, credits or other amounts (including interest, if any) accruing to or received by Subcontractor or any assignee under each Task Order to the extent those amounts are properly allocable to costs for which Subcontractor has been reimbursed by Contractor. Reasonable expenses incurred by Subcontractor for securing refunds, rebates, credits or other amounts shall be allowable costs if approved by Contractor.

### **G.3. PAYMENT TERMS**



1. Any Subcontractor invoice discount period, or net payment period, shall begin when both the invoice and the supplies/services (conforming to technical requirements,) have been received and approved by the Contractor. Payment terms are Net 30 days after receipt of an acceptable invoice as defined in Clause G.1.

#### **G.4. INDIRECT COST RATES**

##### **1. Billing Rates**

- a. Until annual final indirect cost rates are established for any period, Contractor shall reimburse Subcontractor at billing rates established by the Subcontractor's Cognizant Federal Agency Official ("CFAO").
- b. If the Subcontractor does not have billing rates established by a CFAO, Contractor and Subcontractor shall agree upon the billing rates to be used under this Agreement. These billing rates –
  - 1) Shall be the anticipated final rates; and
  - 2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

##### **2. Final Indirect Cost Rates**

- a. If the Subcontractor has a Cognizant Federal Agency, the Subcontractor shall annually submit an adequate final indirect cost rate proposal to the Subcontractor's CFAO in accordance with FAR 52.216-7. The Subcontractor shall, upon request, provide evidence to ATI of submission to its CFAO.
- b. If the Subcontractor does not have a CFAO or any other requirement to submit a final indirect cost rate proposal in accordance with FAR 52.216-7, the Subcontractor shall annually prepare a final indirect cost rate proposal in the format provided by the Incurred Cost Electronically (ICE) Model available at the following the website: [http://www.dcaa.mil/Home/ICEmodel?title=ICE%20\(Incurred%20Cost%20Electronically\)%20Model](http://www.dcaa.mil/Home/ICEmodel?title=ICE%20(Incurred%20Cost%20Electronically)%20Model), hire an independent certified public accountant (CPA) to audit the final indirect cost rate proposal, and provide the audit results to ATI upon request.
- c. The Subcontractor shall true up its billings to ATI using the final indirect cost rates established in Sections 2.a. or 2.b. of this clause.
  - 1) If the Subcontractor elects Section 2.b., the Subcontractor shall certify as follows with the true up invoice:  
*"[Subcontractor name] certifies that the final annual indirect cost adjustment reflects audited indirect cost rates, allowable in accordance with the cost principles of the FAR, as determined by an independent CPA firm."*
  - 2) Contractor may, at its own expense, retain an independent CPA firm to inspect the Subcontractor's final indirect cost rate audit report and verify the clerical accuracy of the true up amount.
- d. Contractor reserves the right to withhold up to 10% of the Subcontractor's billed indirect costs or \$50,000, whichever is less, from the Subcontractor's last invoice until the requirements of this clause are satisfied.

#### **G.5. AUTHORITY TO MODIFY AGREEMENT**

1. Contractor authority to effect changes in this Agreement or any Task Order issued hereunder is expressly limited to the Contractor's Contractual Representative.

#### **G.6. OVERPAYMENTS**

1. If the Subcontractor becomes aware of a duplicate contract financing or invoice payment or that Contractor has otherwise overpaid an invoice, the Subcontractor shall immediately notify the Contractor's Contractual Representative and request instruction for disposition of the overpayment.

**G.7. CONTRACTOR AND SUBCONTRACTOR REPRESENTATIVES**

1. The following technical and contractual representatives of the Contractor and Subcontractor are hereby designated for this Agreement:

**Contractor's Representatives are:**

<b>Technical:</b>	Mark Snider
<b>Title:</b>	Deputy Director
<b>Phone:</b>	(843) 760-3239
<b>E-mail:</b>	<a href="mailto:mark.snider@ati.org">mark.snider@ati.org</a>
<b>Contractual:</b>	Skip Solis
<b>Title:</b>	Senior Contracts Manager
<b>Phone:</b>	(843) 760-3258
<b>E-mail:</b>	<a href="mailto:skip.solis@ati.org">skip.solis@ati.org</a>

**Subcontractor's Representatives are:**

<b>Technical:</b>	<Insert Name>
<b>Title:</b>	<Insert Title>
<b>Phone:</b>	<Insert Phone>
<b>E-mail:</b>	<Insert E-mail>
<b>Contractual:</b>	<Insert Name>
<b>Title:</b>	<Insert Title>
<b>Phone:</b>	<Insert Phone>
<b>E-mail:</b>	<Insert E-mail>

When necessary, technical representatives specific to individual Task Orders may be indicated in the Task Order.

2. Performance of the work specified in each Task Order is subject to the technical direction of the Contractor's Technical Representative designated in this Agreement or any Task Order issued under it. For the purposes of this provision, technical direction includes the following:

- a. Direction to the Subcontractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the objectives described in the Task Order statement of work;
  - b. Guidelines to the Subcontractor that assist in the interpretation of drawings, specifications or technical portions of work description.
  - c. Review and, where required by the Agreement or the Task Order, approval of technical reports, drawings, specifications, or technical information to be delivered by the Subcontractor to Contractor under the Task Order.
3. The Contractor Technical Representative shall monitor the Subcontractor's performance with respect to compliance with the technical requirements of both this Agreement and the individual Task Orders issued under it.
  4. Technical direction from the Contractor's Technical Representative must be within the general scope of work stated in each individual Task Order Statement of Work. Technical direction may not be used to:
    - a. Assign additional work under the Agreement or Task Order Statement of Work;
    - b. Direct a change as defined in FAR 52.243-2 or 52.243-1 entitled "Changes" as applicable;
    - c. Increase or decrease the estimated Task Order cost, the fee (if any), or the time required for Task Order performance;
    - d. Change any of the terms, conditions or specifications of the Agreement or any of the individual Task Orders; or
    - e. Accept non-conforming work.
  5. As such, no verbal or written request, notice, authorization, direction or order received by the Subcontractor shall be binding upon the Contractor, or serve as the basis for a change in the Task Order cost or any other provision and/or clause of this Agreement or the individual Task Order, unless issued (or confirmed) in writing by the Contractor's Contractual Representative.
  6. The Subcontractor shall immediately notify the Contractor's Contractual Representative whenever a verbal or written change notification has been received from an employee of the Contractor (other than the Contractual Representative), which would affect any of the terms, conditions, cost, schedules, etc. of this Agreement or any Task Order issued under it, and the Subcontractor is to perform no work or make any changes in response to any such notification or make any claim on the Contractor, unless the Contractor's Contractual Representative directs the Subcontractor, in writing, to implement such change notification.

#### **G.8. NON-SOLICITATION OF PERSONNEL**

1. The parties agree that during the term of this Agreement neither party will solicit personnel or consultants of the other party who are performing work under any of the Task Orders issued under this Agreement for the purpose of inducing them to join their employ. Nothing in this section, however, shall preclude either party from placing "help wanted" advertisements or employees of either party from pursuing employment opportunities with the other party on their own initiative.

#### **G.9. SUBCONTRACTOR RESPONSIBILITY**

1. Notwithstanding the right of the Contractor to review the Subcontractor's effort and progress, it is expressly understood that the Subcontractor is completely responsible for compliance with the terms and conditions of this Agreement and those contained in each Task Order and any reviews or approvals given by the Contractor do not relieve the Subcontractor of this responsibility.

#### **G.10. IDENTIFICATION OF LOWER-TIER SUBCONTRACTORS**

1. The Subcontractor shall inform the Contractor and shall obtain written consent from Contractor's Contractual Representative for all lower-tier subcontractors, consultants, etc., who will provide materials and/or services hereunder to Subcontractor. Notification to Contractor of such procurement shall include the name of the lower-tier supplier, a general description of the materials/services being procured and the price therefore. This information need not be supplied if previously included in Subcontractor's proposal, as accepted by Contractor, or otherwise furnished to and accepted by Contractor in writing and no change has been made thereto.

#### **G.11. CAPITAL EQUIPMENT**

1. Any capital equipment purchases are prohibited.

#### **G.12. SUBCONTRACTOR SUPPORT**

1. Subcontractor agrees to participate and support meetings with Contractor, the Government, and/or other Subcontractors hereunder, as may be required, to discuss/resolve interrelated problems of technical concern between the parties. Subcontractor shall be notified in advance of the scheduled meeting dates, locations, topics to be discussed, etc. when such Subcontractor support is required.
2. In addition, conferences may be planned between the Contractor and its customer, at which time the Subcontractor's attendance may be required. "Dry run" conferences also may be held between the Contractor and the Subcontractor prior to the scheduled conference between the Contractor and its customer. Subject to FAR 52.232-20 and 52.232-22, the Subcontractor agrees to attend such conferences and dry runs, as necessary, when so requested by the Contractor.

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### **SECTION H SPECIAL PROVISIONS**

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#### **H.1. COMPLIANCE WITH LAWS**

1. The Subcontractor agrees, under the terms and conditions of this Agreement and each Task Order under it, to comply with all federal, state, and local laws, regulations, rules, and orders applicable to this Agreement and the Task Orders under it, including, but not limited to, the provisions of the Fair Labor Standards Act of 1938, as amended, and any applicable Executive Orders.

#### **H.2. COMMUNICATIONS WITH GOVERNMENT PERSONNEL**

1. No order, statement or conduct of Government personnel who in any manner communicates with Subcontractor personnel during the performance of Task Orders issued under this Agreement shall constitute a change under the "Changes" clause of this Agreement (FAR 52.243-2 or 52.243-1). The Contractor shall be responsible for all liaisons and communications with the Contractor's customer for the period of performance of each Task Order issued under this Agreement. The Subcontractor shall not communicate with the Contractor's customer regarding this Agreement and the Task Orders issued under it except with the prior consent of the Contractor. The Subcontractor shall coordinate all communications with the Contractor's other subcontractors with Contractor in advance and under no circumstances discuss the specific terms of this Agreement or any Task Orders issued under it.

#### **H.3. NEWS AND INFORMATIONAL RELEASES**

1. No news or informational releases, including photographs and films, public announcements or confirmation of same, on any part of the subject matter of this Agreement or any of the Task Orders issued hereunder shall be made without the prior written approval of the Contractor. Subcontractor will plan any such releases in advance to allow ample time for Contractor to seek this required approval. Subcontractor agrees to flow down these terms in any lower-tier contracts/purchase orders issued under this Agreement or any of the Task Orders issued hereunder.

#### **H.4. INCORPORATION BY REFERENCE**

1. All representations and certifications and other written statements made by the Subcontractor in response to the Representations, Certifications, and Acknowledgments of the solicitation or otherwise submitted to the Contractor, incident to the award of the Agreement, modification of this Agreement, or any Task Orders issued under the Agreement are hereby incorporated by reference with the same force and effect as if they were given in full text.
2. All specifications, standards, drawings, exhibits, and documents which are attached hereto, referenced herein below, referenced elsewhere in this Agreement or in any of the Task Orders are applicable to the work to be performed and are incorporated herein with the same force and effect as if they were given in full text.

#### **H.5. INTERPRETATION OF AGREEMENT**

1. It shall be the obligation of the Subcontractor to exercise due diligence to discover and to bring to the attention of the Contractor, at the earliest possible time, any ambiguities, discrepancies, inconsistencies, or conflicts in or between any of the technical or contractual provisions and clauses hereof or in any of the Task Orders.
2. Any ambiguity, discrepancy, inconsistency, or conflict in or between any of the technical or contractual provisions hereof or any of the Task Orders shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting.

#### **H.6. REMEDIES AND NON-WAIVER**

1. Failure of the Contractor to insist upon strict conformance of the provisions of this Agreement or any individual Task Order shall not constitute a waiver of any of the provisions in either or a waiver of any of the technical requirements, specifications or drawings, or a waiver of any default provision.

#### **H.7. EFFECT OF ANY INVALIDITY OF ANY PROVISION(S)**

1. The invalidity in whole or in part of any provision of this Agreement or any Task Order shall not affect the validity of any other provision(s) of this Agreement or any of the Task Orders issued under it.

#### **H.8. QUESTION OF FACT RELATED TO PRIME CONTRACT**

1. If a decision on a question of fact arising under the Prime Contract is made by the Contracting Officer relating to this Agreement or any Task Orders, notwithstanding the omission of any provisions or any provisions herein to the contrary, the decision, if binding on the Contractor under the Prime Contract, shall bind Contractor and Subcontractor to the extent it relates to this Agreement or any of the Task Orders.

#### **H.9. LITIGATION AND CLAIMS**

1. The Subcontractor shall give the Contractor immediate notice in writing regarding the following:
  - a. Any action, including any proceedings before a federal, state, or local governmental or civilian agency, filed against the Subcontractor arising out of the performance of any of the Task Orders under this Agreement; and,
  - b. Any claim by a third party against the Subcontractor, the cost and expense of which is, or may be allowable, under this Agreement or any Task Orders issued hereunder.
2. In the event of the occurrence of either of the above, the Subcontractor shall immediately furnish to the Contractor copies of all pertinent papers and documents received by the Subcontractor with respect to such action or claim.

**H.10. ASSIGNMENT OF AGREEMENT**

1. This Agreement and all Task Orders issued hereunder shall inure to the benefit of and be binding upon each of the parties hereto and their respective successors and assigns. It may not be assigned in whole or in part by either party without the prior written consent of the other party.

**H.11. FACILITIES NOT TO BE CONTRACTOR/GOVERNMENT FURNISHED**

1. Except as may be otherwise expressly stated herein, the Subcontractor's obligation to perform any Task Order under this Agreement is in no way conditioned upon the providing by the Contractor or its customer of any facilities. Accordingly, no such facilities shall be either acquired by the Subcontractor for the account of the Contractor or its customer hereunder. For the purpose of this provision, facilities means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development, or test, including real property and rights therein, building, structures, improvements, and plant equipment as defined in FAR 45.101.

**H.12. SUBCONTRACTOR WARRANTIES**

1. In addition and without prejudice to all warranties expressed or implied by law, Subcontractor warrants that all supplies/services covered by this Agreement and any Task Orders issued hereunder will conform to the drawings, technical requirements, or other description and will be of good material and workmanship and free of defects.
2. Subcontractor warrants that the price(s) specified in each Task Order do not exceed the current selling prices for the same or substantially similar services whether sold to the Government or to any other purchaser, taking into account the quantity and conditions of sale.
3. Subcontractor warrants that to the best of his knowledge, information, and belief, the prices charged for supplies/services covered by each Task Order are not in excess of prices permitted by any applicable law or regulation.
4. Subcontractor warrants that the technical and management personnel proposed to perform the work under each Task Order are qualified to perform their assigned tasks.
5. Subcontractor warrants that it has obtained all required licenses necessary to perform the workscope under each Task Order.
6. The above warranties also constitute conditions of sale and shall survive inspection, acceptance and payment hereunder.

**H.13. PATENT INDEMNITY, GENERAL INDEMNITY**

1. Subcontractor agrees to defend and hold harmless Contractor, Contractor's customer, and those for whom Contractor may act as an agent from all loss or damage by reason of any and all actions or proceedings charging infringement of any patent, trademark, or copyright by reason of sale or use of any supplies/services furnished under this Agreement or any Task Orders issued hereunder by the Subcontractor. Subcontractor agrees to indemnify and hold Contractor harmless from all loss, costs, or damages arising out of the negligent acts and/or omissions of any of Subcontractor's employees, agents, or representatives relating to any work performed under this Agreement or any Task Orders issued hereunder.

**H.14. SET-OFF**

1. Contractor may set-off against amount payable to Subcontractor hereunder any claim or charge Contractor may have against Subcontractor.

**H.15. DISPUTES**

1. Contractor and Subcontractor agree to enter into negotiation to resolve any dispute. Both parties agree to negotiate in good faith to reach a mutually agreeable settlement within a reasonable amount of time.
2. If negotiation is unsuccessful, Contractor and Subcontractor agree to enter into binding Arbitration. The American Arbitration Association (AAA) Commercial Arbitration Rules (most recent edition) are to govern this Arbitration. The Arbitration shall take place in the State of South Carolina. The Arbitrator shall be bound to follow the applicable Agreement and Task Order provisions, clauses and South Carolina law in adjudicating the dispute. It is agreed by both parties that the Arbitrator's decision is final, and no party may take any action, judicial or administrative, to overturn this decision. The judgment rendered by the Arbitrator may be entered in any court having jurisdiction thereof. Pending any decision, appeal or judgment referred to in this provision or the settlement of any dispute arising under this Agreement, Subcontractor shall proceed diligently with the performance of this Agreement.
3. The Subcontractor acknowledges that the prime contract includes a disputes clause (FAR 52.233-1), pursuant to which the Contractor may pursue certain procedures in the event of a dispute between the Government's Contracting Officer and the Contractor with respect to questions of the law or fact relating to the prime contract. Any Final Decision of the Contracting Officer rendered under the prime contract relating to this Agreement of the Subcontractor's performance hereunder shall be conclusive and binding upon the Subcontractor, and the Contractor shall notify the Subcontractor of any such Final Decision with 10 calendar days of the Contractor's receipt thereof.
  - a. In the event the Prime Contractor elects to appeal any such decision, pursuant to the Disputes clause of the prime contract, the Subcontractor shall provide Contractor with reasonable assistance in the prosecution of such appeal including, but not limited to, access to all Subcontractor's personnel and non-privileged documents.
  - b. In the event the Contractor elects not to appeal any such decision pursuant to the Disputes clause of the prime contract, the Contractor shall so notify the Subcontractor, in writing, within 20 calendar days of the Contractor's receipt of any such Final Decision.
  - c. If any dispute gives the Subcontractor recourse against the U.S. Government through the Contractor's prime contract, the parties agree to pass the Subcontractor's dispute through the Contractor to the U.S. Government. If the Contractor or Subcontractor brings any such appeal or suit, the other party, at its own expense, may assist in the prosecution thereof in every reasonable manner and shall be afforded reasonable opportunity to participate in the prosecution thereof to the extent that such Party's interest may be affected. If requested by the Contractor, Subcontractor shall assume the burden of prosecuting for Contractor any appeal, suit, or claim initiated by Contractor at Subcontractor's request. Each party shall cooperate fully in assisting the other party in the proceedings. Contractor agrees that, unless Subcontractor consents, it will not enter into a settlement agreement with Customer, or take action that would prejudice Subcontractor's right under this provision and FAR 52.233-1.

#### **H.16. INDEPENDENT SUBCONTRACTOR**

1. In the conduct of the work under each Task Order, the Subcontractor is acting in the capacity of an independent Subcontractor and is not an agent or employee of the Contractor. The Contractor, however, shall have general direction of the work and the right to control the final results obtained within the limitations of the technical requirements specified in each Task Order.

#### **H.17. CONTRACTOR'S REVIEW AND APPROVAL**

1. When review and approval of Subcontractor's work is necessary or required under a particular Task Order, the Subcontractor shall allow sufficient time for such review and/or approval as may

reasonably be required by the Contractor and/or Contractor's customer. Contractor shall advise Subcontractor of the specific reasons for rejection of any of Subcontractor's submissions for review/approval.

2. The Contractor's notice of approval, acceptability, concurrence, or release to proceed with the work shall be construed only as acknowledgment that the course of action proposed by the Subcontractor appears reasonable and that Subcontractor may proceed to fulfill his responsibility to delivery services/data in full conformance with the requirements of both the Agreement and individual Task Order.
3. At all reasonable times during the performance of Task Orders issued under this Agreement, if applicable, Subcontractor shall furnish promptly, upon the request of Contractor, details of design, development, and test data of the work being performed for Contractor's review.

**H.18. LIABILITY, AUTOMOBILE AND WORKMAN'S COMPENSATION**

1. The Subcontractor shall, at its own expense, provide and maintain during the entire performance period of Task Orders issued under this Agreement and each Task Order issued hereunder, at least the kinds and minimum amounts of insurance specified below for the duration of this Agreement. In the event of any discrepancy between the requirements of this provision and the requirements stated in FAR 52.228-7, this clause shall rule.
  - a. Comprehensive General Liability: \$100,000 minimum per person and \$500,000 minimum per accident for bodily injury, and \$25,000 property damage.
  - b. Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.
  - c. Standard Workmen's Compensation and Employer's Liability Insurance or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance, as required or prescribed by law, in the minimum amount of \$100,000 or such greater amount as may be proper under applicable state or federal statutes.

**H.19. INSURANCE CERTIFICATES**

1. If any work is to be performed at Contractor's or its customer's facilities, or if the Contractor and/or its customer so requests, insurance certificates evidencing the required insurance coverage shall be delivered to Contractor's Contractual Representative prior to any change or cancellation of the policies. Upon expiration of such insurance before this Agreement or any Task Order issued hereunder is completed, the Subcontractor shall automatically submit renewal certificates.

**H.20. STANDARDS OF WORK CLAUSE**

1. The Subcontractor agrees the performance of work and services pursuant to the requirements of this Agreement and the Task Orders under it shall conform to high professional standards.

**H.21. PERFORMANCE OF WORK ON CONTRACTOR'S/GOVERNMENT'S PREMISES**

1. Any work under a Task Order which is performed by the Subcontractor or any of its 2<sup>nd</sup> tier subcontractors on the Contractor's or its customer's premises is subject to all the provisions of this Agreement as well as the Task Order governing such work and the following:
  - a. All Subcontractor and 2<sup>nd</sup> tier subcontractor personnel shall obtain identification passes and shall, at all times, conspicuously display a distinctive badge provided by the Contractor or its customer identifying such personnel as employees of the Subcontractor. They shall observe and otherwise be subject to such facility rules and security regulations as are in effect for the particular premises involved.
  - b. Except as may be otherwise specified herein, the Subcontractor shall furnish all materials, tools, and equipment required for the work to be performed.



- c. The Subcontractor shall provide direct supervision of its own employees and shall exercise control of its lower-tier subcontractor's employees.
- d. The Subcontractor shall designate to the Contractor, in writing, an on-the-premises representative to serve as point of contact for the Subcontractor with the Contractor.
- e. Performance of work on Contractor's or its customer's premises shall be confined to the area(s) specified by the Contractor and/or its customer.
- f. The Subcontractor shall take all necessary precautions to prevent the occurrence of any injury to persons or damage to property during the progress of the work and, except to the extent any such injury to persons or damage to property is due to Contractor's or its customer's fault or negligence, the Subcontractor shall hold harmless, indemnify, and protect the Contractor/Government against all liability, demands, or claims, including the costs of defending against any such claims, for injuries to any persons or damages to property occurring from the Subcontractor's performance of any Task Orders issued under this Agreement.

## **H.22. FAILURE TO COMPLY**

- 1. If Subcontractor fails to make delivery in accordance with the agreed upon delivery schedule in each Task Order, subject to FAR clause 52.249-14, or fails to comply with any of the provisions, clauses and terms or conditions applicable to this Agreement or any of the Task Orders issued under it, the Contractor, with the concurrence of its customer, may either agree to a revised delivery date or schedule, equitable compensation therefore, or terminate this Agreement, any Task Order issued under it, or both, or the undelivered portion thereof, in accordance with FAR 52.249-6, without any further liability to Subcontractor for the undelivered portion.
- 2. The rights and remedies of the Contractor provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided to the Contractor by law under the terms of this Agreement and Task Orders issued under it.
- 3. None of the following shall be regarded as an extension, waiver, or abandonment of the delivery schedule or a waiver of the Contractor's right to terminate this Agreement or any Task Order issued under it as provided above:
  - a. Delay by the Contractor in terminating this Agreement, any Task Order issued under it, or both,
  - b. Acceptance of delinquent delivery, or
  - c. Acceptance or approval of samples.
- 4. Any assistance rendered to the Subcontractor under a Task Order issued under this Agreement, or acceptance by Contractor of delinquent goods or services, will be solely for the purpose of mitigating damages and is not to be construed as an intention on the part of Contractor to condone delinquency or as a waiver of any rights the Contractor may have.

## **H.23. PROPRIETARY INFORMATION AND DATA OF CONTRACTOR/SUBCONTRACTOR**

- 1. During the ordering period covered by this Agreement or the period of performance of any Task Order issued hereunder, it may be necessary for either party to provide proprietary information to the other or proprietary data may be developed jointly by the parties. With respect to such information, the parties agree as follows:
  - a. For proprietary information to be protected as such, in accordance with this Agreement or any Task Order issued hereunder, it must be:
    - 1) In writing,

- 2) Clearly identified as proprietary information on each page thereof and marked with the following legend: "Proprietary information of (furnishing party)" or equivalent, and
  - 3) Delivered to the individual designated as provided herein or so identified in each Task Order
  - 4) If disclosed in oral or visual form, identified as proprietary at the time of disclosure and reduced to writing with the appropriate markings and delivered to the receiving party within 30 calendar days of such disclosure. During the 30-day period, the information disclosed shall be deemed to be proprietary information.
- b. Each party hereto agrees not to disclose such proprietary information to unauthorized parties. Neither party shall be liable, however, for the inadvertent or accidental disclosure of such information, marked as proprietary information as provided above, if such disclosure occurs despite the exercise of the same degree of care as such party normally takes to preserve and safeguard its own proprietary information. The receiving party shall not use proprietary information of the other for any purpose other than as is required for the performance of Task Orders issued under this Agreement. The receiving party assumes no responsibility for release of proprietary information by the U.S. Government to general public pursuant to the Freedom of Information Act, as amended, or any other similar statute or regulation.
- c. Each party will designate in writing one or more individuals within its organization as the only person(s) authorized to receive proprietary information exchanged between the parties pursuant to this individual Task Orders issued under this Agreement. The responsible party for the Contractor shall be the Technical Representative indicated herein or, if applicable, identified in a Task Order issued hereunder.
- d. Disclosure of proprietary information shall be restricted to those employees having a "need to know" with regards to efforts under this Agreement and any Task Orders issued hereunder.
- e. The obligations of the parties with respect to handling and using proprietary information are not applicable to the following:
- 1) Information that is or becomes available to the receiving party through third parties or the general public, without restriction and without breach of this Agreement or a Task Order issued hereunder by the receiving party as demonstrated by the receiving party.
  - 2) Information that is or becomes known to the receiving party independently of the disclosing party as demonstrated by the receiving party.
  - 3) Information that is independently developed by the receiving party as demonstrated by the receiving party.
  - 4) Information that is or has been furnished by the disclosing party to the Government with "unlimited rights."
  - 5) Information that is or becomes available to a party by inspection or analysis of products offered for sale.
- f. The obligations of the parties under this provision shall terminate five years after Agreement completion or completion of any resulting Task Orders and shall survive the expiration and termination of portions of this Agreement or any Task Orders issued hereunder.
- g. Except as required in the performance of the Task Orders issued under this Agreement, neither this Agreement nor the furnishing of any information hereunder by the Contractor shall grant Subcontractor, by implication or otherwise, any license under any invention, patent, trademark or copyright.
- h. If no such proprietary information or data is identified, it will be assumed all deliverable information and data is furnished with unlimited rights.

#### **H.24. INSOLVENCY**

1. The Contractor reserves the right to cancel this Agreement, by written notice to the Subcontractor, upon the happening of a voluntary or involuntary filing of a petition under the bankruptcy laws of the United States, the execution of an assignment for the benefit of creditors, a calling of a meeting of creditors, an appointment of a dissolution or liquidation agent or committee, or an application for the appointment of a receiver.

#### **H.25. PROPERTY**

1. The following Government Property is provided for use under this Agreement:  
Government Property to be provided: TBD in each Task Order if applicable.  
Contractor Property to be provided: TBD in each Task Order if applicable.
2. Government Property provided to or acquired or made by the Subcontractor and charged to the Task Orders issued under this Agreement as therein authorized are subject FAR 52.245-1. incorporated herein by reference.

#### **H.26. UNAUTHORIZED CHANGES AFFECTING DOCUMENTS**

1. The Subcontractor shall make no modifications, revisions, alterations, or changes to any document or drawing related the work being performed under this Agreement or any Task Orders issued hereunder which has previously been approved by the Contractor and/or its customer without the prior written consent of Contractor.

#### **H.27. IDENTIFICATION OF TECHNICAL DATA**

1. Technical data delivered by the Subcontractor to the Contractor pursuant to a Task Order issued under this Agreement shall be marked with the name and address of Subcontractor or Subcontractor's lower-tier subcontractor who generated the technical data, and all such documents shall include an identification/drawing number, a current revision number and date and the applicable distribution statement identified in the Task Order.

#### **H.28. RIGHTS IN INVENTIONS**

1. Inventions shall remain the property of the originating party. In the event of joint inventions, the parties shall establish their respective rights by negotiations between them. In that regard, it is recognized and agreed that the parties may be required to and shall grant license or other rights to the Government to inventions, data, and information under the provisions contained herein and as specified in individual Task Orders.

#### **H.29. TITLE/RISK OF LOSS OR DAMAGE OF DELIVERABLES**

1. Title to deliverables shall pass to Contractor upon inspection and acceptance of same by Contractor at first destination. The Contractor is relieved from all risks of loss or damage to the deliverable prior to such time except when loss or damage is due to fault or negligence of the Contractor.

#### **H.30. INVENTION DISCLOSURES AND REPORTS**

1. Prior to final payment and as a condition thereof, the Subcontractor shall submit all intellectual property rights notices, invention disclosures, notices and reports required by the Patent Rights, Data Rights, and/or Software Rights clauses of this Agreement and the individual Task Orders to the Contractor for delivery to its customer. The Contractor agrees to forward such notices, disclosures, and reports to its customer, without alteration.

#### **H.31. SUBCONTRACTOR'S DELIVERABLE SUBMISSIONS**

1. Any Subcontractor Task Order deliverable submissions of reports, data, drawings, artwork, etc., applicable hereto which require no input from the Contractor, shall be submitted to Contractor's Technical Representative in final form suitable for direct submission to Contractor's customer.
2. The initial draft of Subcontractor's Task Order deliverables shall be submitted to Contractor for informational purposes/review whenever practicable and/or when specifically requested by Contractor. Contractor shall advise Subcontractor of those initial draft Task Order deliverables, if any, to be submitted for informational purposes/review.

### **H.32. KEY PERSONNEL REQUIREMENTS**

1. This provision shall apply only if the Subcontractor submitted "Key Personnel" resumes or otherwise identified or designated key personnel for Contractor's evaluation of the Subcontractor's proposal for certain skilled, experienced, professional, and/or technical personnel essential for successful accomplishment of the work to be performed under each Task Order issued under this Agreement and such key personnel are identified. For purposes of this Agreement, key personnel will be identified in each Task Order.
2. The Subcontractor agrees key personnel shall not be removed from the Task Order work or replaced without compliance with paragraphs 3 and 4 below.
3. If one or more of the key personnel for whatever reason becomes, or is expected to become, unavailable for work under any Task Order for a continuous period exceeding 20 business days, or is expected to devote substantially less effort to the work than indicated in the Subcontractor's proposal or initially anticipated, the Subcontractor shall provide advance notification of 30 calendar days to the Contractor and, shall submit resumes of the qualifications of the proposed replacements in sufficient detail to permit evaluation of the impact on the contract. Subject to the concurrence of the Contractor, the Subcontractor shall replace such personnel with personnel of substantially equal ability and qualifications.
4. All requests for approval of key personnel substitutions hereunder must be in writing to Contractor's Contractual Representative and provide a detailed explanation of the circumstances necessitating the proposed substitutions. The request must contain a complete resume for the proposed substitute, and any other information requested by the Contractor or needed by it to obtain approval of the proposed substitution by Contractor's customer, if applicable. The Contractor will promptly notify the Subcontractor of the approval or disapproval of any proposed key personnel substitutions.

### **H.33. FORCE MAJEURE**

1. Any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and by way of limitation, acts of God, action by any government authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor, equipment or transportation, or court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within 10 calendar days. During the period of such delay or failure to perform by Subcontractor, Contractor, at its option, may purchase goods from other sources and reduce its schedules to Subcontractor by such quantities, without liability to Subcontractor, or have Subcontractor provide the goods from other sources in quantities and at times requested by Contractor and at the prices set forth in Task Orders issued under this Agreement. If requested by the Contractor, Subcontractor shall, within 10 calendar days of such request, provide adequate assurances that the delay shall not exceed 30 calendar days. If the delay lasts more than 30 calendar days or Subcontractor does not provide adequate assurance that the delay will cease within 30 calendar days, Contractor may immediately cancel Task Orders

issued under this Agreement without liability.

#### **H.34. MANAGEMENT REVIEWS**

1. The Contractor reserves the right to call monthly Program Review meetings or other meetings as needed or required by providing 15 calendar days written notice to Subcontractor. The Subcontractor will support these meetings with appropriate personnel, data, reports, or other information stated in the notice.
2. Subcontractor costs incurred for participation in and support of meetings as described in this provision shall be a direct charge to the applicable Task Order issued under this Agreement.

#### **H.35. SMALL BUSINESS SUBCONTRACTING PLAN REPORTING**

1. FAR 52.219-9 requires subcontractor to complete semi-annual subcontracting reporting in the Electronic Subcontracting Reporting System (eSRS) for Task Orders issued under this Agreement in excess of the threshold stated in the clause. The Subcontractor's Individual Subcontracting Report (ISR) for this contract is due semi-annually and at contract completion, always within 30 calendar days after the close of each reporting period unless otherwise directed by the Contracting Officer. These deadlines are April 30th for the period ending March 31st and October 30th for the period ending September 30th. A separate report is also due within 30 calendar days after contract completion. Failure to comply with this requirement may jeopardize future awards. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or since the last reporting period. The ATI Small Business Liaison Officer (SBLO) will review and accept the report or reject with comments as to why the ISR was rejected. Please use the following information when completing your ISR:

**Prime Contract #:** N00014-16-D-4001  
**ATI DUNS #:** 025172953  
**ATI SBLO Email for ISR:** [SAdminSum@ati.org](mailto:SAdminSum@ati.org)

These requirements must be flowed down to lower tier contractors with contracts which meet the requirements of FAR 19.702

#### **H.36. ETHICS**

1. Contractor's Supplier Code of Conduct is available at <https://secure.ati.org/ati/ati-suppliercode.pdf>. In performance of Task Orders issued under this Agreement, both parties are expected to conduct themselves in a manner consistent with the principles expressed therein.

#### **H.37. ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)**

1. The Subcontractor shall report ALL Subcontractor labor hours (including subcontractor labor hours) required for performance of services provided under Task Orders issued under this Agreement.
2. The Contractor is required to completely fill in all required data fields using the following web address: <https://www.ecmra.mil/Default.aspx>.
3. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractor may direct questions to the help desk linked at <https://www.ecmra.mil/Default.aspx>.

**H.38. COUNTERPARTS**

1. This Agreement may be executed in any number of counterparts (or upon separate signature pages bound together in one or more counterparts), each executed counterpart constituting an original agreement but altogether constituting only one agreement. This Agreement may be executed via facsimile or electronic document (including PDF signature).

**H.39. FEE CAPS**

1. In accordance with ONR ManTech Fee Policy, Task Orders issued under this Agreement are subject to the following fixed fee caps:

<b>Project Type</b>	<b>Subcontractor Fixed Fee Cap</b>
ManTech Projects	7.0%
Mega Rapid Response and Special Projects	7.0%
Rapid Response Projects	1.0%

2. All fixed fee percentages identified above represent the maximum fee that shall be applied by the Subcontractor to proposed allowable costs less Facilities Capital Cost of Money (FCCM) and cost for equipment purchases for each Task Order issued under this Agreement.

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**SECTION I APPLICABLE FEDERAL REGULATIONS**

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**I.1. DEFINITIONS**

1. The following definitions apply unless otherwise specifically stated:
  - a. Agreement - This executed contractual agreement between Contractor and Subcontractor listing services to be furnished and the consideration therefore.
  - b. Task Order - Delivery order placed under this Agreement with its own Statement of Work.
  - c. Contractor - The party purchasing the services.
  - d. Subcontractor - The party that has entered into this Agreement with the Contractor.
  - e. Government - The United States of America or any department or agency thereof.
  - f. Procuring Agency - The department of the Government having cognizance of the prime contract.
  - g. Contracting Officer - The person having cognizance on behalf of the Government of the Prime Agreement and any other officer or civilian employee of the Government who is properly designated as the Contracting Officer of the awarding agency. The term includes, except as otherwise provided in this Agreement, any authorized representative of such Contracting Officer acting within the limits of his authority.
  - h. Provision - Any part of this Agreement or attachment thereto including, but not limited to, any referenced or incorporated agreement, specification, documentation or data, or any clause(s) or part(s) or combination(s) thereof.
  - i. Contractor's Contractual Representative - Such employee(s) of the Contractor as having authority to act for and on behalf of the Contractor for contractual and administrative matters relating to this Agreement.
  - j. Subcontractor's Contractual Representative - Such employee(s) of the Subcontractor, as the Subcontractor has received notice from the Contractor, as having authority to act for and on behalf of the Contractor for contractual and administrative matters relating to this Agreement.

- k. Contractor's Technical Representative - Such employee(s) of the Contractor as having authority to act for and on behalf of the Contractor for technical matters relating to this Agreement.
- l. Subcontractor's Technical Representative - Such employee(s) of the Subcontractor, as the Subcontractor has received notice from the Contractor, as having authority to act for and on behalf of the Contractor for technical matters relating to this Agreement.
- m. FAR - Federal Acquisition Regulation.
- n. Modification - Any written change in the terms of the contract.

**I.2. FAR AND DFARS CLAUSES APPLICABLE TO THIS AGREEMENT**

1. The FAR and DFARS clauses referenced below, in effect on the date of this Agreement are incorporated herein. To the extent that an earlier version of any such clause is included in the Prime Contract or Agreement under which this Agreement is issued, the date of the clause as it appears in such Prime Contract or Agreement shall be controlling and said version shall be incorporated herein. In all such clauses, unless the context of the clause required otherwise, the term "Contract" shall mean this Agreement, and the terms "Government", "Contracting Officer" and equivalent phrases shall mean Contractor and Contractor's Subcontract representative, respectively. It is intended that the referenced clauses shall apply to Subcontractor as a Subcontractor to Contractor, to insure Subcontractor's obligations to Contractor and to the United States Government, and to enable Contractor to meet its obligations under its Prime Contract or Agreement. In no event will the before-mentioned equivalent phrases for Government or Contracting Officer references apply to the following clauses:

FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards
FAR 52.215-2	Audit and Records – Negotiation
FAR 52.227-10	Filing of Patent Applications – Classified Subject Matter
FAR 52.246-9	Inspection of Research and Development (Short Form)
DFARS 252.227-7013	Rights in Technical Data – Noncommercial Items
DFARS 252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
DFARS 252.227-7016	Rights in Bid or Proposal Information
DFARS 252.245-7002	Reporting Loss of Government Property

- 2. Of the FAR and DFARS clauses listed below, only those that are applicable to the procurement by virtue of the dollar amount involved, the item being procured, and/or the Task Order type apply. In determining applicability, the final Task Order price, as adjusted for changes during the period of performance, shall be used.
- 3. In order to provide some assistance as to when a dollar threshold triggers the applicability of a clause, specific symbols as shown below have been associated with appropriate dollar thresholds.

<Blank>	Applies to all subcontracts
SAT	Applies when subcontract action exceeds Simplified Acquisition Threshold
\$3K	Applies when subcontract action exceeds \$3,000
\$10K	Applies when subcontract action exceeds \$10,000
\$15K	Applies when subcontract action exceeds \$15,000
\$35K	Applies when subcontract action exceeds \$35,000
\$100K	Applies when subcontract action exceeds \$100,000
\$150K	Applies when subcontract action exceeds \$150,000
\$500K	Applies when subcontract action exceeds \$500,000
\$700K	Applies when subcontract action exceeds \$700,000
\$750K	Applies when subcontract action exceeds \$750,000

\$1M	Applies when subcontract action exceeds \$1,000,000
\$2M	Applies when subcontract action exceeds \$2,000,000
\$5M	Applies when subcontract action exceeds \$5,000,000
\$5.5M	Applies when subcontract action exceeds \$5,500,000

The full text of a clause may be accessed electronically at the addresses below:

<https://www.acquisition.gov/content/regulations>

This Agreement and the resulting Task Orders incorporate the following clauses by reference with the same force and effect as if they were given in full text.

#### **FEDERAL ACQUISITION REGULATION (48 CFR, CHAPTER I) CLAUSES:**

<b>Applicability</b>	<b>Clause #</b>	<b>Clause Title (Date)</b>
SAT	52.202-1	Definitions (Nov 2013)
SAT	52.203-3	Gratuities (Apr 1984)
SAT	52.203-5	Covenant Against Contingent Fees (May 2014)
SAT	52.203-6	Restrictions on Subcontractor Sales to the Government (Sep 2006)
SAT	52.203-7	Anti-Kickback Procedures (May 2014) (except subparagraph (c)(1))
\$150K	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)
\$5.5M	52.203-13	Contractor Code of Business Ethics and Conduct (Oct 2015)
	52.204-2	Security Requirements (Aug 1996) (Applicable if contract will generate or require access to classified information and DD Form 254 is issued to Subcontractor) (excluding reference to prime contract's Changes clause)
\$30K	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards
	52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)
	52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018)
\$35K	52.209-6	Protecting the Government's Interest When Subcontracting With Contractor's Debarred, Suspended, or Proposed for Debarment (Oct 2015)
	52.211-14	Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use (Apr 2008)
	52.211-15	Defense Priority and Allocation Requirements (Apr 2008)
SAT	52.215-2	Audit and Records - Negotiation (Oct 2010)
\$750K	52.215-10	Price Reduction for Defective Cost or Pricing Data (Aug 2011)
\$2M	52.215-12	Subcontractor Cost or Pricing Data (Deviation 2018-O0015 (May 2018)
\$2M	52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications (Deviation 2018-O0015) (May 2018)
SAT	52.215-14	Integrity of Unit Prices (Oct 2010) less paragraph (b)
\$750K	52.215-15	Pension Adjustments and Asset Reversions (Oct 2010)
\$750K	52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Jul 2005)



\$750K	52.215-19	Notification of Ownership Changes (Oct 1997)
\$750K	52.215-23	Limitations on Pass-Through Charges (Oct 2009)
	52.216-7	Allowable Cost and Payment (Jun 2013)
	52.216-8	Fixed Fee (Jun 2011)
SAT	52.219-8	Utilization of Small Business Concerns (Oct 2014)
\$700K	52.219-9	Small Business Subcontracting Plan (Oct 2015)
	52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
SAT	52.222-2	Payment for Overtime Premiums (Jul 1990)
\$3K	52.222-3	Convict Labor (Jun 2003)
	52.222-21	Prohibition of Segregated Facilities (Apr 2015)
	52.222-25	Affirmative Action Compliance (Apr 1984)
	52.222-26	Equal Opportunity (Apr 2015)
\$150K	52.222-35	Equal Opportunity for Veterans (Oct 2015)
\$15K	52.222-36	Affirmative Action for Workers with Disabilities (Jul 2014)
\$100K	52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Oct 2015)
SAT	52.222-38	Compliance with Veterans' Employment Reporting Requirements (Sep 2010)
\$10K	52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
	52.222-50	Combating Trafficking in Persons (Mar 2015)
SAT	52.222-54	Employment Eligibility Verification (Oct 2015)
SAT	52.223-6	Drug-Free Workplace (May 2001)
\$3,500	52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)
	52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)
SAT	52.227-1	Authorization and Consent – Alt I (Apr 1984)
SAT	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
	52.227-10	Filing of Patent Applications – Classified Subject Matter (Dec 2007)
	52.227-11	Patent Rights – Ownership by the Contractor (May 2014) (Applicable if Subcontractor is a small business or nonprofit)
	52.228-7	Insurance – Liability to Third Persons (Mar 1996)
\$2M	52.230-2	Cost Accounting Standards (Deviation 2018-O0015) (May 2018)
\$2M	52.230-3	Disclosure and Consistency of Cost Accounting Practices (Deviation 2018-O0015) (May 2018)
\$750K	52.230-6	Administration of Cost Accounting Standards (Jun 2010)
	52.232-20	Limitation of Cost (Apr 1984)
	52.232-22	Limitation of Funds (Apr 1984)
	52.232-40	Providing Accelerated Payment to Small Business Subcontractors (Dec 2013)
	52.233-1	Disputes (May 2014)
	52.239-1	Privacy or Security Safeguards (Aug 1996)
	52.242-1	Notice of Intent to Disallow Costs (Apr 1984)
\$750K	52.242-3	Penalties for Unallowable Costs (May 2014)
	52.242-4	Certification of Final Indirect Costs (Jan 1997)
	52.242-15	Stop-Work Order (Aug 1989)
	52.243-1	Changes – Fixed Price (Aug 1987)
	52.243-2	Changes – Cost Reimbursement – Alt V (Apr 1984)

	52.244-6	Subcontracts for Commercial Items (Dec 2015)
	52.245-1	Government Property (Jan 2017)
	52.245-1	Government Property – Alt II (Apr 2012)
	52.245-9	Use and Charges (Apr 2012)
	52.246-5	Inspection of Services (Cost Reimbursement) (Apr 1984)
	52.246-9	Inspection of Research and Development (Short Form) (Apr 1984)
	52.249-6	Termination – Cost Reimbursement (May 2004)

**DEFENSE FAR SUPPLEMENT CONTRACT CLAUSES:**

<b>Applicability</b>	<b>Clause #</b>	<b>Clause Title (Date)</b>
	252.203-7000	Requirements Relating to Compensation of Former DoD Officials (Sep 2011)
SAT	252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contractor-Related Felonies (Dec 2008)
	252.203-7002	Requirement to Inform Employees of Whistleblower Rights (Sep 2013)
\$5.5M	252.203-7004	Display of Fraud Hotline Posters (Oct 2015)
	252.203-7998	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements – Representation (DEVIATION 2015-O0010)
	252.203-7999	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2015-O0010)
	252.204-7000	Disclosure of Information (Aug 2013)
	252.204-7003	Control of Government Personnel Work Product (Apr 1992)
	252.204-7005	Oral Attestation of Security Responsibilities (Nov 2001)
	252.204-7008	Compliance with Safeguarding Covered Defense Information Controls (Oct 2016)
	252.204-7010	Requirement for Contractor to Notify DoD if the Contractor’s Activities are Subject to Reporting Under the US-International Atomic Energy Agency Additional Protocol (Jan 2009)
	252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (Oct 2016)
	252.211-7003	Item Unique Identification and Valuation (Dec 2013)
	252.211-7007	Reporting of Government-Furnished Property (Aug 2012)
	252.211-7008	Use of Government-Assigned Serial Numbers (Sep 2010)
	252.215-7002	Cost Estimating System Requirements (Dec 2012)
	252.219-7003	Small Business Subcontracting Plan (DoD Contracts) (Oct 2014)
	252.219.7004	Small Business Subcontracting Plan (Test Program) (Oct 2014)
	252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements (Dec 2010)
	252.223-7004	Drug-Free Work Force (Sep 1988)
	252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials – Basic (Sep 2014)
	252.225-7012	Preference for Certain Domestic Commodities (Feb 2013)
\$15K	252.225-7013	Duty-Free Entry (Nov 2014)
	252.225-7048	Export-Controlled Items (Jun 2013)

\$500K	252.226-7001	Utilization of Indian Organizations, Indian-owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Sep 2004)
	252.227-7013	Rights in technical Data – Noncommercial Items (Feb 2014)
	252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Feb 2014)
	252.227-7016	Rights in Bid or Proposal Information (Jan 2011)
	252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions (Jan 2011)
	252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (May 2013)
	252.227-7027	Deferred Ordering of Technical Data or Computer Software (Apr 1988)
	252.227-7030	Technical Data – Withholding of Payment (Mar 2000)
	252.227-7037	Validation of Restrictive Markings on Technical Data (Jun 2013)
	252.227-7038	Patent Rights – Ownership by the Contractor (Large Business) (Jun 2012)
	252.227-7039	Patents – Reporting of Subject Inventions (Apr 1990)
	252.231-7000	Supplemental Cost Principles (Dec 1991)
	252.239-7001	Information Assurance Contractor Training and Certification (Jan 2008)
	252.243-7002	Requests for Equitable Adjustment (Dec 2012)
	252.244-7001	Contractor Purchasing System Administration (May 2014)
	252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property (Apr 2012)
	252.245-7002	Reporting Loss of Government Property (Apr 2012)
	252.245-7003	Contractor Property Management System Administration (Apr 2012)
	252.245-7004	Reporting, Reutilization, and Disposal (Mar 2015)
	252.246-7000	Material Inspection and Receiving Report (Mar 2008)
	252.247-7023	Transportation of Supplies by Sea (Apr 2014)

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**SIGNATURE PAGE**

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This Base Task Order Agreement, and the Task Orders issued hereunder constitute the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior representations and agreements. It shall not be varied except by an instrument in writing of subsequent date duly executed by an authorized representative of each of the parties. The validity, construction, scope and performance of this Base Task Order Agreement and the Task Orders issued hereunder shall be governed by the laws of the state of South Carolina, and any dispute, controversy, or claim arising out of or in connection with this Base Task Order Agreement or any Task Order issued hereunder, or the breach, termination, or invalidity thereof, shall be governed by its laws excluding its choice of laws rule.

IN WITNESS WHEREOF, the parties hereto have, through duly authorized officials, executed this Base Task Order Agreement effective as of the date of last signature below.

**<Subcontractor>****Advanced Technology International**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
*(printed/typed)*  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
*(printed/typed)*  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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**SECTION J LIST OF DOCUMENTS, EXHIBITS AND ATTACHMENTS APPLICABLE TO THIS AGREEMENT**

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- A. Representations, Certifications, and Other Statements of Offerors  
This Agreement incorporates herein by reference the Subcontractor's most recent executed version of the Representations, Certifications, and Other Statements of Offeror, currently on file with Contractor, with the same force and effect as if they were furnished in full text herewith.
- B. Closeout Documents