



SUBCONTRACT NUMBER

2018

Subcontractor/ Consultant Address & POC: [NAME] [Address]	Contractual POC: Technical/PM POC:	Prime Contract #	
		Prime Contract Client:	
		Subcontractor DUNS #	
		Subcontract Assigned NAICS:	
		SB Size for NAICS	(Certified at Award)
Prime Contractor Address & POC: SOC LLC	Contractual POC: Technical/PM POC: Accounts Payable: socaccountspayable@soc-usa.com	Project Description:	
		Consent Required	
		DPAS Rating:	
		Prime Contract CAS Coverage	Choose an item.
		Subcontract CAS Coverage	Choose an item.

This Subcontract, effective as of the date of the last signature below, is made by and between SOC LLC - a Delaware Limited Liability Company, and Subcontractor in support of the Prime Contract listed above.



1. SUBCONTRACT TYPE/SCOPE OF WORK

- 1.1. The Subcontractor agrees to perform, as an independent contractor and not as an agent of SOC, all Work as described in any and all task orders issued under this Subcontract for SOC in support of the Prime Contract between SOC and the Client. Subcontractor shall furnish or make available the necessary professional, technical and support labor, materials, supplies, services, and data as may be required for successful performance (the “Work”) in support of this subcontract.
- 1.2. Subcontract type and Work to be performed under this Subcontract will vary by individual task order. Therefore, clauses applicable to time and materials, cost reimbursable, and firm-fixed price, services, supply, systems, and research and development are included in this Subcontract. Unless otherwise specified, the clauses appropriate for an individual task order, based on the contract type and the type of work to be performed, will be applicable to that task order.
- 1.3. Subcontractor will perform only those tasks as specifically ordered and must adhere to the period of performance and funds limitations stated in each task order. Under no circumstances will SOC reimburse Subcontractor for costs incurred prior to the effective date of the Subcontract or individual task order, or costs incurred outside of the task order scope of work

2. PERIOD OF PERFORMANCE

- 2.1. The Subcontractor shall perform the Work set forth in individual task orders issued under this Subcontract during the period from the date of the last signature below through [IDIQ END DATE]. Task orders may be issued at any time within the total exercised period. The specific period of performance of the task order will be specified therein. In the case that the task order period of performance exceeds the total exercised period of this agreement, the terms and conditions herein will remain in effect through the expiration of that task order
- 2.2. Option years for this Agreement shall be exercised automatically unless a written notice is issued by Prime Contractor indicating no further options will be exercised. Option Periods for this Agreement shall be as follows:

Base Period: Date of Agreement Execution through [DATE]

Option Year 1:

Option Year 2:

3. BASIS OF COMPENSATION

Subcontractor compensation will be based on task order contract type. SOC may issue task orders of the following contract types:



- 3.1. Firm-Fixed Price (“FFP”) as defined in FAR 16.202. A firm-fixed-price task order provides for a price that is not subject to any adjustment on the basis of the Subcontractor’s cost experience in performing the task order.
- 3.2. Time and Materials (“T&M”) as defined in FAR 16.601. A time-and-materials task order provides for acquiring supplies or services on the basis of: Direct labor hours at specified fixed hourly rates that include wages, overhead, general and administrative expenses, and profit; and actual cost for materials (except as provided for in FAR 31.205-26(e) and (f)).
- 3.3. Cost-Plus-Fixed-Fee Contract as defined in FAR 16.306. A cost-plus-fixed-fee contract is a cost-reimbursement contract that provides for payment to the contractor of a negotiated fee that is fixed at the inception of the contract. The fixed fee does not vary with actual cost, but may be adjusted as a result of changes in the work to be performed under the contract.

4. INSPECTION

- 4.1. All materials furnished and services performed pursuant hereto shall be subject to inspection, test and acceptance by the Prime Contractor, its agents and by its customers at all times and places. In the event that material furnished or services supplied are not performed in full accordance with the requirements herein, the Prime Contractor at its own discretion may require Subcontractor to replace or correct the services or materials. If the Subcontractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction cannot be performed within the contract price, the Prime Contractor may terminate the subcontract for default.
- 4.2. Subcontractor agrees to provide Prime Contractor such inspection rights as may be reasonably required for Prime Contractor to comply with the requirements of FAR 52.222-50 Combating Trafficking in Persons (JAN 2019).

5. INVOICING & PAYMENT

- 5.1. Subcontractor shall submit each invoice to Prime Contractor via electronic mail no later than thirty (30) days after the Prime Contractor receives the materials or services. Invoices shall be sent to **socaccountspayable@soc-usa.com**. Unless otherwise specified in the Task Order, invoices shall be submitted monthly. Each invoice must contain the following information:
 - 5.1.1. Clear reference to the Subcontractor’s unique invoice number
 - 5.1.2. Date of the invoice
 - 5.1.3. The Subcontract number referenced on page one of this Agreement
 - 5.1.4. The Purchase Order number which will be provided later, which funds the work.
 - 5.1.5. A concise description of each material or service
 - 5.1.6. The value of the material or service



- 5.1.7. Total invoice value.
- 5.2. For Cost Reimbursable contracts, all direct and indirect rates invoiced by the Subcontractor are deemed provisional and are subject to audit and final adjustment. FFP progress or milestone payments will be made upon acceptance of the Work performed.
- 5.3. Additional invoicing requirements may be specified on individual Task Orders. In that event, Task Order instructions shall supplement and supersede the requirements of this clause.
- 5.4. In consideration for the work performed, SOC will make payments to the Subcontractor 45 days after receipt of a properly prepared invoice.
- 5.5. Subcontractor warrants prompt payment to its Subcontractors and suppliers for all accepted goods and services.
- 5.6. Questions regarding any outstanding payment issues should be made directly to socaccountspayable@soc-usa.com.

6. FUNDING NOTIFICATION.

For T&M orders, Subcontractor is authorized to expend or commit up to the maximum amount of funding set forth each task order during the period of performance set forth therein. If the Subcontractor believes that the costs it will incur on any line item in the performance of a T&M or CPFF task order will, within 30 days, exceed 75% of the funded amount of the task order, the Subcontractor shall provide written notification to SOC and, if necessary, provide a revised estimate to complete the Work. Neither SOC nor its Client shall be liable for any costs incurred by Subcontractor in excess of the not-to-exceed for T&M task order amounts.

7. WARRANTY

Subcontractor represents and warrants that services to be provided hereunder shall be in accordance with the standard professional duty, care, skill and diligence normally provided by a professional organization in the performance of similar work. All representations and warranties of Subcontractor together with its service warranties and guarantees, if any, shall extend to Prime Contractor and Prime Contractor's customer(s). The foregoing warranties shall survive any delivery, inspection, acceptance, or payment by Prime Contractor.

8. KEY PERSONNEL: DOES NOT APPLY TO THIS AGREEMENT

9. TECHNICAL AND CONTRACTUAL REPRESENTATIVES

The Subcontractor's contacts with Prime Contractor and the Prime Contractor's contact with the Subcontractor that affect the subcontract prices, schedule, statement of work, and subcontract terms and conditions shall only be made with the authorized contractual representative identified above in the header of this Subcontract. No changes to this Subcontract shall be binding upon Prime Contractor or Subcontractor unless incorporated in a written modification to the Subcontract and signed by both the Prime Contractor's and Subcontractor's contractual representatives, with the exceptions of administrative



modifications as defined which must be signed by Prime Contractor's contractual representative.

10. NOTICES

- 10.1. Means. Any notice, certificate, acknowledgement, report, request, demand, waiver, consent, approval or other communication that is required or permitted hereunder ("Notice") shall be in writing and shall be deemed given only if delivered personally or sent by telecopier, electronic mail, Federal Express, DHL, or by certified mail, return receipt requested, postage prepaid, to the address indicated below for the party to which notice is to be given. If notice is sent by telecopier or electronic mail, and the party sending the notice requests acknowledgment of receipt of the notice, then the party receiving the notice shall promptly provide the requested acknowledgment by return telecopy or electronic mail. In the absence of written acknowledgment of receipt dispatched by the other party, notice sent by telecopier or electronic mail shall be deemed to have been received by the other party only if it has been confirmed by notice dispatched by certified mail, return receipt requested, or by nationally recognized overnight courier.
- 10.2. Notice Address for Prime Contractor. Notices to Prime Contractor shall be sent to the address shown for SOC LLC in Section 8.
- 10.3. Notice Address for Subcontractor. Notices to Subcontractor shall be sent to the address shown for The Subcontractor in Section 8.
- 10.4. Change in Notice Address. Either party hereto may change the address at which Notices are to be given to it under this Agreement by means of a written notice properly dispatched to the other party, effective upon receipt.

11. CHANGES

- 11.1. SOC may at any time, by written change order, and without notice to sureties, make changes in the work within the general scope of the subcontract, including changes –
 - 11.1.1. In the specifications (including drawings and designs);
 - 11.1.2. In the method or manner of performance of the work;
 - 11.1.3. In the Government-furnished property or services; or
 - 11.1.4. Directing acceleration in the performance of the work.



- 11.2. Prime Contractor's Authorized Procurement Representative may, without notice to sureties and in writing, direct changes within the general scope of this Subcontract in any of the following: (i) technical requirements and descriptions, specifications, statement of work, drawings or designs; (ii) shipment or packing methods; (iii) place of delivery, inspection or acceptance; (iv) reasonable adjustments in quantities or delivery schedules or both; (v) amount of Prime Contractor-furnished property; (vi) terms and conditions of this Subcontract required to meet Prime Contractor's obligations under Government prime contracts or subcontracts; (vii) description of services to be performed; (viii) the time of performance (e.g., hours of the day, days of the week, etc.); and (ix) place of performance. Subcontractor shall comply promptly with such direction. Except for the rights granted to Prime Contractor under this Article, a change pursuant to this Article shall not give rise to nor authorize any other modification of or amendment to the terms and conditions of this Subcontract.
- 11.3. If such change increases or decreases the cost or time required to perform this Subcontract, Prime Contractor and Subcontractor shall negotiate an equitable adjustment in the price or schedule, or both, to reflect the increase or decrease. Prime Contractor shall modify this Subcontract in writing accordingly. Unless otherwise agreed in writing, Subcontractor must assert any claim for adjustment to Prime Contractor's Authorized Procurement Representative in writing within twenty-five (25) days, and deliver a fully supported proposal to Prime Contractor's Authorized Procurement Representative within sixty (60) days, after Subcontractor's receipt of such direction. Prime Contractor may, at its sole discretion, consider any claim regardless of when asserted. If Subcontractor's proposal includes the cost of property made obsolete or excess by the change, Prime Contractor may direct the disposition of the property. Prime Contractor may examine Subcontractor's pertinent books and records to verify the amount of Subcontractor's claim. Failure of the Parties to agree upon any adjustment shall not excuse Subcontractor from performing in accordance with Prime Contractor's direction.
- 11.4. If Subcontractor considers that Prime Contractor's conduct constitutes a change, Subcontractor shall promptly notify Prime Contractor's Authorized Procurement Representative immediately in writing as to the nature of such conduct and its effect upon Subcontractor's performance. Pending direction from Prime Contractor's Authorized Procurement Representative, Subcontractor shall take no action to implement any such change.
- 11.5. Prime Contractor may, by unilateral modification, issue administrative changes to this Agreement. An administrative change means a unilateral subcontract change, in writing, that does not affect the substantive rights and obligations of the parties. Administrative changes may include, but not be limited to: exercise of options under Article 2 above, points of contact, procedural clarifications, removal of inapplicable clauses or provisions, and incremental funding of Task Orders issued under this Agreement. If Subcontractor believes the administrative modification does in fact alter the parties' substantive rights and obligations under this Agreement, Subcontractor shall follow the provisions of paragraph 11.4 above in immediately notifying Prime Contractor of the perceived impact, and parties shall determine further action as provided for in paragraph 11.3 above.

12. NON-DISCLOSURE



- 12.1. Subcontractor shall not disclose information concerning work under this Subcontract to any third party, unless such disclosure is necessary for the performance of the subcontract effort. No news releases, public announcement, denial or confirmation of any part of the subject matter of this Subcontract or any phase of any program hereunder shall be made without prior written consent of Prime Contractor. The restrictions of this paragraph shall continue in effect upon completion or the parties may mutually agree upon termination of this Subcontract for such period of time as in writing. In the absence of a written established period, no disclosure is authorized. Failure to comply with the provisions of this Clause may be cause for termination of this subcontract.
- 12.2. Subcontractor agrees that it will keep confidential the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data or other technical or proprietary information furnished by Prime Contractor and use such items only in the performance of this Subcontract or other subcontracts from Prime Contractor and not otherwise, unless Prime Contractor's written consent is first obtained. Subcontractor also agrees to use any designs or data in accordance with any restrictive legends placed on such items by the Prime Contractor or any third party. Upon completion or termination of this Subcontract, Subcontractor shall return all such items to Prime Contractor or make such other disposition thereof as may be directed or approved by Prime Contractor.

13. ASSIGNMENTS AND SUBCONTRACTS

This Subcontract is not assignable and shall not be assigned by Subcontractor without the prior written consent of Prime Contractor. Further, Subcontractor agrees without exception to obtain Prime Contractor's approval before subcontracting this order or any substantial portion thereof; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies or raw materials

14. INSURANCE

- 14.1. Without prejudice to Subcontractor's liability to indemnify Prime Contractor as stated in the Indemnification provision of this Agreement, Subcontractor shall procure, at its expense, and maintain for the duration of the Agreement, the insurance policies described below with financially responsible insurance companies, reasonably acceptable to Prime Contractor, with policy limits not less than those indicated below. Notwithstanding any provision contained herein, the Subcontractor, and its employees, agents, representatives, consultants and lower-tier Subcontractors and suppliers, are not insured by Prime Contractor, and are not covered under any policy of insurance that Prime Contractor has obtained or has in place
- 14.2. Special Provisions Applicable to Subcontractor's Insurance coverage:
 - 14.2.1. Additional Insured - Subcontractor shall have all policies, except Workers' Compensation and Employer's Liability, endorsed to name Prime Contractor as an Additional Insured with respect to the work to be performed by the Subcontractor.
 - 14.2.2. Deductibles - Subject to the reasonable review and approval of Prime Contractor, the Subcontractor may arrange deductibles or self-insured retention's as part of the required insurance coverage's. However, it is expressly agreed that all deductibles



or self-insured retention's are the sole responsibility of the Subcontractor.

- 14.2.3. Adequacy of Insurance Limits - The insurance coverage limits stated below are minimum coverage requirements, not limits of liability, and shall not be construed in any way as Prime Contractor's acceptance of responsibility of the Subcontractor.
- 14.2.4. Certificates of Insurance - Prior to commencement of any work under this Agreement, the Subcontractor shall furnish Prime Contractor with Certificates of Insurance covering the entire period of performance of this Subcontract, in a format acceptable to Prime Contractor, evidencing the insurance coverage required in this Agreement and containing the following information:
 - 14.2.5. Identify Prime Contractor as an "Additional Insured" with respect to all policies except Workers' Compensation and employers' liability.
 - 14.2.6. State that the underwriters agree to provide Prime Contractor with at least 30 days prior written notice of any cancellation or material change in the coverage
- 14.3. Subcontractor shall furnish the Prime Contractor revised Certificates of Insurance covering any and all subsequent extensions to the initial period of performance of this Subcontract.
- 14.4. COVERAGE:
 - 14.4.1. Workers' Compensation - Insurance for statutory obligations imposed by law including, where applicable, coverage under United States Longshoremen's and Harbor Workers' Act and Jones Act. This coverage shall also include Defense Base Act for those employees working on a U.S. Military installation outside of the United States
 - 14.4.2. Employers Liability - Insurance with limits of USD \$1,000,000 for bodily injury by accident and \$1,000,000 for bodily injury by disease, including, if applicable, maritime coverage endorsement.
 - 14.4.3. Commercial General Liability - (Standard ISO occurrence form) - including products and completed operations coverage, full fire legal liability and contractual liability, with a per occurrence limit of USD \$1,000,000 and a general aggregate of USD \$2,000,000.
 - 14.4.4. Business Auto Liability - Coverage for bodily injury and property damage liability for all owned, hired or non-owned vehicles, with an each accident limit of USD \$1,000,000



14.5. INDEMNIFICATION

- 14.6. Subcontractor's Indemnity. Subcontractor shall defend Prime Contractor, its officers, directors, employees, managers, other Sellers and agents (collectively "Prime Contractor Indemnified Parties") from and against complaints, claims, demands, investigations or other adverse action (collectively, "Claims and Demands") taken or made against the Prime Contractor Indemnified Party to the extent that such Claims or Demands arise from acts or omissions of Subcontractor (or of Subcontractor's officers, employees, managers, Sellers or agents) in the performance of this Subcontract (or related thereto) that are negligent or that give rise to strict liability in tort. Furthermore, Subcontractor shall indemnify Prime Contractor from any claims and demands arising from (i) Subcontractor's breach of any expressed or implied warranty (ii) Subcontractor's breach of this Subcontract (iii) Subcontractor's failure to comply with the Truth in Negotiations Act (iv) any and all actions or proceedings charging infringement of any patent, trademark, copyright or mass work by reason of sale or use of any items or services furnished hereunder (v) bodily injury or damage to property of any person, including the Subcontractor's subcontractors' employees, arising out of performance of any Work hereunder, including the Subcontractor's use of the Prime Contractor's premises or equipment. Subcontractor shall promptly pay and discharge when due, and shall indemnify and hold the Prime Contractor Indemnified Parties harmless from and against, any loss, liability, cost, expense or other damages or obligations (including legal fees and expenses, if Subcontractor fails to honor its defense obligation set forth above) for which a Prime Contractor Indemnified Party becomes liable as a result of such Claims and Demands or as a result of an approved settlement thereof (collectively, "Damages")
- 14.7. Prime Contractor's Indemnity. Prime Contractor shall defend Subcontractor, its officers, directors, employees, managers, other Sellers and agents (collectively "Subcontractor Indemnified Parties") from and against Claims and Demands taken or made against the Subcontractor Indemnified Party to the extent that such Claims or Demands arise from acts or omissions of the Prime Contractor (or of Prime Contractor's officers, employees, managers, Sellers or agents) arising from or related to this Subcontract that are negligent or that give rise to strict liability in tort. Prime Contractor shall promptly pay and discharge when due, and shall indemnify and hold the Subcontractor Indemnified Parties harmless from and against, any Damages for which a Subcontractor Indemnified Party becomes liable as a result of such Claims and Demands or as a result of an approved settlement thereof.



- 14.8. Comparative Fault. If a Claim or Demand is made in part because of acts or omissions that give rise to a defense and indemnification obligation under 15.1 and in part because of acts or omissions that give rise to a defense and indemnification obligation under 15.2, then the Prime Contractor shall be responsible for the defense of the Claim or Demand, and the costs of providing that defense, together with any Damages arising therefrom, shall be borne by the parties on a comparative fault basis. The parties shall negotiate in good faith in an attempt to determine the percentage of fault each should bear, and if they cannot reach agreement, the amount to be borne by each shall be determined as a Dispute under the Disputes clause of this contract. The Indemnified Party shall promptly notify the Indemnifying Party when a Claim or Demand is made or threatened, and such notice shall enclose copies of all correspondence (including e-mail correspondence) related thereto that has come (or later comes) into the possession of the Indemnified Party (“Notices of Claims or Demands”). The Indemnified Party shall provide promptly all reasonably requested help and assistance in the defense of the Claim or Demand, at the expense of the Indemnifying Party. If Indemnified Party fails to provide timely Notices of Claims or Demands, or fails to provide (or delays in providing) reasonably requested assistance to the Indemnifying Party in the defense of the Claims or Demands, and the failure or delay impairs the Indemnifying Party’s ability to defend the transaction, or increases the costs of such defense, the Indemnified Party shall bear the economic burden of that impairment or additional cost
- 14.9. Notice of Claims and Demands. A party entitled to defense or indemnification under 15.1 or 15.2 (the “Indemnified Party”) shall promptly notify the party responsible to provide the defense and indemnification thereunder (the “Indemnifying Party”) when a Claim or Demand is made or threatened, and such notice shall enclose copies of all correspondence (including e-mail correspondence) related thereto that has come (or later comes) into the possession of the Indemnified Party (“Notices of Claims or Demands”). The Indemnified Party shall provide promptly all reasonably requested help and assistance in the defense of the Claim or Demand, at the expense of the Indemnifying Party. If Indemnified Party fails to provide timely Notices of Claims or Demands, or fails to provide (or delays in providing) reasonably requested assistance to the Indemnifying Party in the defense of the Claims or Demands, and the failure or delay impairs the Indemnifying Party’s ability to defend the transaction, or increases the costs of such defense, the Indemnified Party shall bear the economic burden of that impairment or additional cost.
- 14.10. Control of Proceedings. The Indemnifying Party shall have the right to defend indemnified Claims and Demands with legal counsel of its choosing, who is also acceptable to the Indemnified Party. Acceptance of legal counsel proposed by the Indemnifying Party shall not be unreasonably denied, and if an unreasonable denial impairs or increases the cost of the defense of the Claim or Demand, the Indemnified Party shall bear the economic burden of that impairment or additional cost. In a Comparative Fault situation, where the Prime Contractor conducts the defense of the Claim or Demand, the Prime Contractor shall select counsel subject to Subcontractor’s approval, which shall not be unreasonably withheld or delayed.



- 14.11. Settlement. The Indemnifying Party shall have the right to settle or compromise the Claims and Demands it is obligated to defend and indemnify, with the consent of the Indemnified Party, which shall not be unreasonably withheld. If the Indemnified Party refuses a settlement proposed by the Indemnifying Party, and thus prevents the Indemnifying Party from concluding negotiations related thereto, the liability of the Indemnifying Party to the Indemnified Party under this provision for that matter shall be limited to the amount of the rejected settlement, and if the Damages awarded or the settlement ultimately agreed to exceeds the amount of the rejected settlement, the Indemnified Party shall reimburse the Indemnifying Party for legal fees and litigation expenses incurred with respect to the Claim and Demand in question after the date that the settlement was rejected by the Indemnified Party.
- 14.12. Mitigation of Damages; No Duplicate Recovery. Indemnified Parties shall use commercially reasonable efforts to mitigate the Damages suffered as a result of a Claim or Demand. The obligation to indemnify under this clause shall not include the right to receive duplicate compensation for the same injury through indemnification and insurance. To the extent that insurance coverage or other indemnification is available for the Damages in question, the Indemnified Party shall use commercially reasonable efforts to obtain compensation through insurance or through the other indemnitor, and the indemnification obligation hereunder shall be commensurately reduced.
- 14.13. Limitation of Liability. Neither party shall be liable for lost profits, loss of use, or interruption of business, nor for consequential, indirect, special, punitive, or incidental damages incurred by the other party as a result of any breach of this Subcontract, even if such party has notice of the potential for such damages

15. INFRINGEMENT INDEMNITY.

- 15.1. In lieu of any warranty by Prime Contractor or Subcontractor against infringement, statutory or otherwise, it is agreed that Subcontractor shall defend, at its expense, any suit against Prime Contractor or its customers based on a claim that any item furnished under this order or the normal use or sale thereof infringes any U.S. Letters patent or copyright, and shall pay costs and damages finally awarded in any such suit, provided that Subcontractor is notified in writing of the suit and given authority, information, and assistance at Subcontractor's expense for the defense of same. If the use or sale of said item is enjoined as a result of such suit, Subcontractor, at no expense to Prime Contractor, shall obtain for Prime Contractor and its customers the right to use and sell said item or shall substitute an equivalent item acceptable to Prime Contractor and extend this patent indemnity thereto
- 15.2. Notwithstanding the foregoing paragraph, when this order is performed under the Authorization and Consent of the U.S. Government to infringe U.S. Patents, Subcontractor's liability for infringement of such Patents in such performance shall be limited to the extent of the obligation of Prime Contractor to indemnify the U.S. Government.

16. NON-SOLICITATION OF EMPLOYEES

Neither party shall, during the term of this Agreement and for a period of one year after termination or expiration of this Agreement, without the advance written consent of the other, employ or solicit for



employment, directly or indirectly, any person(s) who have been employed by the other to work on the specific project contemplated by this Agreement within the last two (2) years. This prohibition is limited to this specific project only.

17. GOVERNMENT PROPERTY

Subcontractor shall comply with FAR clauses 52.245-2 Government Property (Fixed Price Contracts) and Subpart 45.5 of the FAR “Management of Government Property in the Possession of Subcontractors” in effect on the date of this Subcontract and which are incorporated by reference. All obligations to annually report and be responsible for said Government Property shall survive termination or completion of this Subcontract until such time that the Subcontractor shall deliver such property or be relieved of this responsibility as directed in writing from Prime Contractor.

18. STOP WORK ORDER

18.1. Prime Contractor may, at any time, by written order to the Subcontractor, require the Subcontractor to stop all, or any part, of the work called for by this Subcontract for a period of ONE HUNDRED (100) days after the order is delivered to the Subcontractor, and for any further period to which the parties may agree. Upon receipt of such an order, the Subcontractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ONE HUNDRED (100) days after a Stop Work Order is delivered to the Subcontractor, or within any extension of that period which the parties shall have agreed, Prime Contractor shall either;

18.1.1. Cancel the Stop Work Order, or

18.1.2. Terminate the work covered by such order as provided in the “Termination for Convenience” clause of this order.

19. TERMINATION

19.1. Prime Contractor may, by written notice, terminate this Subcontract for its convenience, in whole or in part, at any time.

19.2. Prime Contractor may terminate this Subcontract in whole or in part for default if:

19.2.1. Subcontractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof;

19.2.2. Subcontractor breaches any representation or warranty herein or fails to properly perform in accordance with the terms and conditions stated herein and Subcontractor fails to cure the default within ten (10) calendar days after receiving written notice specifying the default;

19.2.3. Subcontractor becomes insolvent or the subject of proceedings under any law relating to the relief of debtors or admits in writing its inability to pay its debts as



they become due.

- 19.3. Upon receipt of notice of termination, Subcontractor shall:
 - 19.3.1. Discontinue all Work affected (unless notice directs otherwise);
 - 19.3.2. Protect, secure, and, if requested, deliver to Prime Contractor all data, drawings, specifications, reports, estimates, summaries, and such other information, hardware, and materials as may have been accumulated by Subcontractor in performing Work, whether completed or in progress; and
 - 19.3.3. Deliver to Prime Contractor all Work completed under this Subcontract through the date of termination. In the event of termination, Subcontractor will cease Work on the effective date of termination and incur no further charges or expenses under this Subcontract. If terminated for convenience, Prime Contractor agrees to pay Subcontractor for all reasonable close-out costs, a pro-rated share of any fee due based upon the percent completion of the Work, and non-cancellable commitments incurred prior to the date of termination. Termination settlement shall be consistent with FAR Part 49. In no case shall termination costs exceed the total authorized and funded costs. Subcontractor and Client shall not be held responsible for any lost or anticipated profits or consequential damages due to termination or cancellation of the Work by either of them.



- 19.4. Nothing in this termination provision shall effect the continuing obligations of confidentiality, patent rights, indemnifications or warranties under the Subcontract.
- 19.5. If termination occurs due to the failure of Subcontractor to perform the Work within the period of performance specified in the task order, or any written extensions thereof granted by Prime Contractor in writing, Prime Contractor may procure, upon such terms and in such manner as Prime Contractor deems appropriate, Work similar to those so terminated, and Subcontractor shall be liable to Prime Contractor for any excess costs for such similar Work, unless such failure to perform arises out of causes beyond the reasonable control of Subcontractor as set forth in the Force Majeure provision of this Agreement. If failure to perform is caused by Subcontractor's subcontractor, and arises out of causes beyond the reasonable control of both the Subcontractor and its subcontractor, Subcontractor shall only be liable for any excess costs to the extent the Work to be provided by Subcontractor's subcontractor were obtainable from other sources in sufficient time to permit Subcontractor to perform the Work within the task order period of performance.
- 19.6. The termination of this Agreement shall not supersede any obligation of Prime Contractor or Subcontractor with respect to protection of Information or the parties' other proprietary or confidential information.

20. DISPUTES

- 20.1. Any claim, controversy or other dispute that is not resolved by mutual agreement shall be finally resolved, upon the demand of either party, by binding arbitration in accordance with AAA's Commercial Arbitration Rules then in effect. If either party so requests, in its initial demand for arbitration or in its initial reply thereto, then the parties shall attempt to resolve their dispute through mediation under AAA's Commercial Mediation Rules before continuing with the arbitration proceedings. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or controversy has arisen. In no event shall the demand be made after the date when institution of legal or equitable proceedings based on such dispute, claim, or controversy would be barred by applicable statute of limitations. A single arbitrator shall conduct the arbitration in Washington, D.C., or such other locale as the parties may agree at the time. If either party so requests in the demand for arbitration or initial response thereto, such arbitrator shall be an attorney at law with substantial experience in the litigation of U.S. Government contract claims. AAA shall not have the discretion to appoint additional arbitrators. The arbitrator's award shall be final. Either party may seek a temporary restraining order, preliminary injunction or other preliminary equitable relief from the arbitrator or from any court of competent jurisdiction prior to the arbitrator's decision. Any court having jurisdiction may enter judgment upon the arbitrator's award according to applicable law.
- 20.2. Pending any decision, appeal or judgment referred to in this provision or the settlement of any dispute arising under this Subcontract, Subcontractor shall proceed diligently with the performance of this Subcontract, except where specifically directed in writing by the Prime Contractor or where the parties mutually agree in writing that continued performance is either not practicable or is not commercially or legally possible.
- 20.3. The language for dispute resolution shall be the English language.



21. LIENS

Subcontractor agrees to indemnify, hold harmless and defend Prime Contractor and Client from and against all laborers', material-man's, mechanics', or other liens arising from the performance of Subcontractor's obligations under this Purchase Order and shall keep the premises of Prime Contractor and Client free from all such claims, liens, and encumbrances. To the full extent permitted by applicable law. Subcontractor, for itself and all of its suppliers of any tier, waives all rights of lien against the property and premises of Prime Contractor and Client for labor performed or for goods furnished for the Work.

22. GENERAL RELATIONSHIP

The Subcontractor is not an employee of Prime Contractor for any purpose whatsoever. Subcontractor agrees that in all matters relating to this Subcontract it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Subcontract. Subcontractor shall have no right, power or authority to create any obligation, expressed or implied, on behalf of Prime Contractor and/or the Government and shall have no authority to represent Prime Contractor as an agent.

23. COMMUNICATION WITH CLIENT

Prime Contractor shall be solely responsible for all communications and coordination with Client. Subcontractor shall not under any circumstance engage in any form of communication with client unless specifically granted by Prime Contractor in writing.

24. FORCE MAJEURE

Subcontractor shall not be liable for the excess re-procurement costs pursuant to the "Cancellation for Default" Article of this Contract incurred by Prime Contractor because of any failure to perform this Contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of Subcontractor. Examples of these causes are: (a) acts of God or of the public enemy; (b) acts of the Government in either its sovereign or contractual capacity; (c) fires; (d) floods; (e) epidemics; (f) quarantine restrictions; (g) strikes; (h) freight embargoes; and (i) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of Subcontractor. If Subcontractor's failure is caused by the failure of a subcontractor of Subcontractor and if such failure arises out of causes beyond the reasonable control of both, and if such failure is without the fault or negligence of either, Subcontractor shall not be liable for excess re-procurement costs unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Subcontractor to meet the required delivery schedules. Subcontractor shall notify Prime Contractor in writing within ten (10) days after the beginning of any such cause(s). In all cases, Subcontractor shall use reasonable efforts to avoid or minimize all such failures, including exercising work-around plans or obtaining the Services from other sources.



25. NOTICE OF LABOR DISPUTES

Notice of labor disputes. Whenever an actual or potential labor dispute delays, or threatens to delay, the timely performance of this purchase order, Subcontractor shall promptly notify buyer in writing of all relevant information with respect to such dispute. This clause shall not be deemed to require the disclosure of privileged or competition sensitive information.

26. NON WAIVER OF RIGHTS

The failure of Prime Contractor to insist upon strict performance of any of the terms and conditions in the Subcontract, or to exercise any rights or remedies, shall not be construed as a waiver of its rights to assert any of the same or to rely on any such terms or conditions at any time thereafter. The invalidity in whole or in part of any term or condition of this subcontract shall not affect the validity of other parts hereof.

27. TAXES

27.1. Subcontractor's price includes and Subcontractor is liable for and shall pay all taxes applicable to the services provided under this Subcontract.

28. COMPLIANCE WITH LAW

28.1. Subcontractor, in the performance of this contract, shall comply with all applicable local, state, federal, and foreign laws, orders, rules, regulations, and ordinances. Subcontractor shall procure all licenses/permits and pay all fees and other required charges, and shall comply with all applicable guidelines and directives of any local, state, federal, or foreign governmental authority. Subcontractor, at its expense, shall provide reasonable cooperation to prime contractor in conducting any investigation regarding the nature and scope of any failure by subcontractor or its personnel to comply with applicable local, state, federal, or foreign laws, orders, rules, regulations, and ordinances that may affect the performance of subcontractor's obligations under this contract. If, (i) prime contractor's contract price or fee is reduced; (ii) prime contractor's costs are determined to be unallowable; (iii) any fines, penalties or interest are assessed on prime contractor; or (iv) prime contractor incurs any other costs or damages; as a result of any violation of applicable laws, orders, rules, regulations, or ordinances by subcontractor, its officers, employees, agents, suppliers, or subcontractors at any tier, prime contractor may make a reduction of corresponding amounts (in whole or in part) in the price of this contract or any other contract with subcontractor, and/or may demand payment (in whole or in part) of the corresponding amounts. Subcontractor shall promptly pay amounts so demanded. In the case of withholding(s), Prime Contractor may withhold the same amount from Subcontractor under this contract.



28.2. Where submission of cost or pricing data is required or requested at any time prior to or during performance of this Contract, if SUBCONTRACTOR or its lower-tier subcontractors: (i) submit and/or certify cost or pricing data that are defective; (ii) with notice of applicable cutoff dates and upon PRIME CONTRACTOR's request to provide cost or pricing data, submit cost or pricing data, whether certified or not certified at the time of submission, as a prospective subcontractor, and any such data are defective as of the applicable cutoff date on PRIME CONTRACTOR's Certificate of Current Cost or Pricing Data; (iii) claim an exception to a requirement to submit cost or pricing data and such exception is invalid; (iv) furnish data of any description that is inaccurate; or, if (v) the U.S. Government alleges any of the foregoing; and, as a result, (A) PRIME CONTRACTOR's contract price or fee is reduced; (B) PRIME CONTRACTOR's costs are determined to be unallowable; (C) any fines, penalties, or interest are assessed on PRIME CONTRACTOR; or (D) PRIME CONTRACTOR incurs any other costs or damages; PRIME CONTRACTOR may make a reduction of corresponding amounts (in whole or in part) in the price of this contract or any other contract with subcontractor, and/or may demand payment (in whole or in part) of the corresponding amounts. Subcontractor shall promptly pay amounts so demanded. In the case of withholding(s), Prime Contractor may withhold the same amount from Subcontractor under this contract.

29. EXPORT CONTROL AND COMPLIANCE

- 29.1. The deliverables of this order may be controlled for export purposes under U.S. export control laws, and especially the International Traffic in Arms Regulations (ITAR) or export administration regulations (EAR). If Subcontractor is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, Subcontractor represents that it is registered with the Office of Defense Trade Controls, as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR. Unless otherwise agreed to by the parties, the Subcontractor shall be responsible for obtaining any export licenses necessary for delivery.
- 29.2. Subcontractor agrees upon request by Prime Contractor to provide Prime Contractor with any documents showing proper compliance with export regulation and licenses.
- 29.3. Subcontractor agrees that it will not transfer any export controlled item, services, or data, to include transfer to foreign persons employed by or associated with, or under contract to Subcontractor, without the authority of an export license, agreement, or applicable exemption or exception.
- 29.4. Subcontractor shall notify Prime Contractor immediately if any deliverable under this order is restricted by any export control law or regulation.
- 29.5. Subcontractor shall notify Prime Contractor immediately if Subcontractor is in a changed circumstance including, but not limited to, ineligibility, a violation or potential violation of the ITAR, and the initiation or existence of a U.S. government investigation.
- 29.6. Subcontractor shall notify Prime Contractor immediately if Subcontractor is listed or will be listed on any denied parties list or if Subcontractor's export privileges are otherwise denied, suspended, or revoked in whole or in part by any U.S. government entity or agency.



- 29.7. At Prime Contractor's request, Subcontractor shall provide Prime Contractor with all data that Prime Contractor may need to apply for and obtain an export license, applicable license exception, or other information that Prime Contractor determines is necessary to provide the State Department or U.S. Commerce Department in connection with an export.
- 29.8. Subcontractor shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorneys' fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of Subcontractor, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.

30. ANTI-CORRUPTION COMPLIANCE

- 30.1. Subcontractor represents, certifies and warrants that, in performance of any work relating to this Subcontract, Subcontractor will comply with all applicable anti-corruption laws, statutes, decrees, regulations, guidelines, and policies, including the United States Foreign Corrupt Practice Act (FCPA) and will adhere to SOC's Code of Ethics and Standards of Business Conduct. In particular, Subcontractor (including its agents, subcontractors, employees, or other third parties working for Subcontractor) will not offer, pay, promise to pay, or authorize the payment of any money, or offer, give, promise to give, or authorize the giving of anything of value (henceforth collectively referred to as "Payments") to a foreign official, foreign political party or official thereof, candidate for political office, or to an official of an international organization (henceforth collectively referred to as "Foreign Official") or to any person or entity, while knowing or being aware of a high probability that all or a portion of such money or thing of value will be offered to a Foreign Official, for the purposes of:
 - 30.1.1. Influencing any official act or decision of such Foreign Official, including inducing such Foreign Official to do or omit to do any act in violation of his lawful duty; or
 - 30.1.2. Securing any improper advantage, or inducing such foreign official to use his influence with a foreign government, or instrumentality thereof, to affect or influence any act or decision of such government or instrumentality in order to assist in obtaining or retaining business, or directing business to any person.
- 30.2. Subcontractor further agrees that it will not make any payment to any person or entity, while knowing that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to a Foreign Official for any of the prohibited purposes described above and in Prime Contractor's Anti-Corruption Policy. Nor will Subcontractor permit any sub-contractor or other third-party working on its behalf to make or offer to make such Payments.
- 30.3. Subcontractor further agrees that it will not make any facilitation or "grease" payments for or that inure to, in any way, the benefit of SOC, in order to expedite or secure routine governmental functions. Nor will the Company permit any sub-contractor or other third-party working on its behalf to make or offer to make facilitation payments for the benefit of SOC or that would inure to SOC's benefit. The Company understands that any exceptions to this rule must be approved in writing by the Prime Contractor's General Counsel.



- 30.4. Subcontractor warrants that its employees who perform work under this Agreement are aware of and will comply with the provisions of SOC's standards and guidelines as set forth in SOC's Code of Ethics and Standards of Business Conduct, which will be provided to Subcontractor with this Agreement.
- 30.5. Subcontractor warrants that those of its employees who perform work under this Agreement are instructed to report any concern regarding the action or behavior of any employee of SOC or Subcontractor as it relates to the standards and guidelines set forth in SOC's Code of Ethics and Standards of Business Conduct in accordance with the procedures.
- 30.6. To the extent that an employee of Subcontractor reports a concern, or is the subject of a report of a concern, regarding any action or behavior relating to the standards and guidelines as set forth in SOC's Code of Ethics and Standards of Business Conduct, Subcontractor agrees to support any subsequent SOC investigation.
- 30.7. Subcontractor agrees to replace any employee who violates or attempts to violate the standards and guidelines as set forth in SOC's Code of Ethics and Standards of Business Conduct, upon the written request of SOC.
- 30.8. Subcontractor further agrees that it will not violate the local anti-corruption laws in any jurisdiction in which it operates. The Subcontractor will maintain accurate books and records reflecting receipts and disbursements and agrees to make its books and records available for inspection by SOC or auditors working for SOC at SOC's direction periodically and on a reasonable request basis from SOC.

31. BUSINESS ETHICS

Subcontractor shall ensure full compliance with FAR 52.203-13, Contractor Code of Business Ethics and conduct.

32. ANTI-KICKBACK

Subcontractor agrees that this SUBCONTRACT was obtained and shall be performed in full compliance with FAR 52.203-7 and the Anti-Kickback Act of 1996 (41 U.S.C. 51-58). If you have reasonable grounds to believe that a violation, as described in paragraph (b) of FAR 52.203-7, may have occurred, you should report this suspected violation to the SOC LLC Ethics Hotline at: 1-215-299-8035. Subcontractor warrants that no gratuities (in the form of gifts, entertainment or anything of value) have been offered or given by Subcontractor to any employee of Prime Contractor or Prime Contractor's customer in order to obtain favorable treatment in this contract.

33. ORGANIZATIONAL CONFLICTS OF INTEREST

The Subcontractor shall notify Prime Contractor immediately of any actual or potential conflict of interest with respect to the performance or work under this Order or agreement as set forth in FAR Subpart Part 9, or applicable agency supplements. By accepting this Order, Subcontractor certifies that it has disclosed to the Prime Contractor any actual or potential conflict of interest which it is aware of and that such conflicts have been properly mitigated or eliminated in coordination with the Prime Contractor. The Prime



Contractor has the right to terminate this contract for default based on Subcontractor's failure to promptly disclose or to properly mitigate an organizational conflict of interest.

34. APPLICABLE LAW

- 34.1. This Subcontract is issued under a U.S. Government prime contract and shall be construed and interpreted according to the U.S.A.'s federal procurement laws as enunciated, limited and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the U.S. federal government, including (without limitation) duties of good faith, fair dealing, and reasonable action engrafted by such bodies, courts and boards upon the rights, duties, privileges and obligations of the Government and the Contractor under Federal Acquisition Regulation clauses and agency supplements thereto. To the extent that U.S. federal procurement law does not address an issue, the laws of the Commonwealth of Virginia, U.S.A. shall apply, exclusive of its rules concerning conflicts of laws with the following exception: the laws that govern the locale where the work is performed shall apply in determining the compliance of the parties with legal and regulatory obligations related to environmental protection, worker health and safety, employment rules, and the like.
- 34.2. The parties shall comply with the requirements of applicable law, and all orders, rules and regulations issued thereunder.
- 34.3. If through no fault of Prime Contractor (i) Prime Contractor's contract price or fee is reduced; (ii) Prime Contractor's costs are determined to be unallowable; (iii) any fines, penalties or interest are assessed on Prime Contractor; or (iv) Prime Contractor incurs any other costs or damages; as a result of any violation of applicable laws, orders, rules, regulations, or ordinances by Subcontractor, its officers, employees, agents, suppliers, or subcontractors at any tier, Prime Contractor may proceed as provided for below in this paragraph and elsewhere in this document.
- 34.4. Upon the occurrence of any of the circumstances identified above, Prime Contractor may make a reduction of corresponding amounts (in whole or in part) in the price, or in the costs and fee, of this Subcontract with Subcontractor, and/or may demand payment (in whole or in part) of the corresponding amounts. Subcontractor shall promptly pay amounts so demanded.
- 15.5. These rights and obligations shall survive the termination or completion of this Subcontract.

35. LANGUAGE

All communications, invoices, reports, correspondence, notices, markings shall be in the English language. The English version of the contract shall prevail. Unless otherwise provided in writing, all documentation and work shall use the units of U.S. standard weights and measures.

36. RETENTION OF RECORDS

Unless a longer period is specified in this Contract or by law or regulation, SUBCONTRACTOR shall retain all records related to this Contract for four (4) years from the date of final payment received by SUBCONTRACTOR. Records related to this Contract include, but are not limited to, financial, proposal,



procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. At no additional cost, SUBCONTRACTOR shall timely provide access to such records to the US Government and/or PRIME CONTRACTOR upon request.

37. INFORMATION REQUESTS

Subcontractor shall provide Prime Contractor with timely responses to requests for information or documents relating to performance of the Contract in order to assist Prime Contractor with Prime Contract compliance and customer requests.

38. SURVIVABILITY

Neither Party shall be relieved of its obligations under the following clauses (or under any applicable Special U.S. Government Provision that, by its nature, requires continuing obligations on the Party to achieve its intended effect) because of the termination, expiration, or completion of this Purchase Order:

1. INSPECTION
2. WARRANTIES
3. PROPRIETARY INFORMATION
4. COMPLIANCE WITH LAWS
5. INDEMNIFICATION
6. INSURANCE
7. PUBLICITY
8. APPLICABLE LAW
9. PRICING OF ADJUSTMENTS
10. CLAIMS; DISPUTES
11. COMPLIANCE WITH EXPORT LAWS
12. RETENTION OF RECORDS
13. U. S. GOVERNMENT FLOWDOWN CLAUSES AND PROVISIONS THAT BY THEIR NATURE SHOULD SURVIVE



39. SUBCONTRACT DOCUMENTS

In addition to this Agreement, the documents listed below are included as part of the Subcontract Documents and hereby become part of this Subcontract:

Exhibit I: Statement of Work

Exhibit II: Pricing Schedule

Exhibit III: Prime Contract Flow-Downs & Special Requirements

39.1. Prime Contract Attachments Incorporated in/applicable to this Agreement:

N/A

40. ORDER OF PRECEDENCE

It is the intention that all terms of the Subcontract shall be interpreted in a manner that gives meaning to all of its parts. In the event of an inconsistency or conflict between or among the provisions of this Subcontract, the inconsistency shall be resolved by giving precedence in the following order:

1. Articles 1 through 48 herein;
2. Any additional typed terms on the face of the PO issued hereunder
3. FAR, DFAR Flowdowns and Special Contract Requirements
4. SOW
5. Proposal\Prices\Rates

41. SEVERABILITY

If any portion or provision of the Subcontract shall to any extent be declared illegal or unenforceable by a duly authorized court of competent jurisdiction, then the remainder of the Subcontract or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of the Subcontract shall be valid and enforceable to the fullest extent permitted by law.

42. OFCCP COMPLIANCE

Company and Subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered government prime contractors and subcontractors take affirmative action to employ and advance



in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

43. INTERNATIONAL CODE OF CONDUCT FOR PRIVATE SECURITY COMPANIES

SOC is a signatory to the International Code of Conduct for Private Security Companies (Code). If this subcontract requires the subcontractor to provide Security Services as defined in the Code, then the Subcontractor shall comply with the principles contained in the Code and the standards derived from the Code. Upon direction from SOC, the Subcontractor providing Security Services may be required to obtain certification of compliance with the Code pursuant to ANSI PSC.1-2012, ISO 18788:2015, or other approved standard. The Code is available at <http://www.icoca.ch>, the ANSI PSC-1.2012 Standard can be found at the [ANSI.org](http://www.ansi.org) website, and the ISO 18788:2015 Standard can be found at the [ISO website](http://www.iso.org). In any event, and without regard to whether the Subcontractor provides Security Services to SOC pursuant to this Agreement, the Subcontractor shall ensure that it does not violate human rights laws or international humanitarian law in providing goods and services to SOC pursuant to this Agreement. In particular, and in addition to obligations set forth elsewhere in this contract, the Subcontractor shall avoid and prohibit discrimination, human trafficking, torture, sexual exploitation, gender-based violence, slavery, forced labor, and child labor.

44. ELECTRONIC CONTRACTING

The parties agree that if this Contract is transmitted electronically neither party shall contest the validity of this Contract, or any acknowledgement thereof, on the basis that this Contract or acknowledgement contains an electronic signature.

45. SUBCONTRACTOR BUSINESS SYSTEMS

"SUBCONTRACTOR Business Systems" as used in this clause means SUBCONTRACTOR's material management and accounting system, cost estimating system, accounting system, earned value management system, property management system, and purchasing system. If SUBCONTRACTOR's Business Systems are reviewed and approved by a Government agency, SUBCONTRACTOR shall provide prompt notice to PRIME CONTRACTOR whenever there is a material change in the status of the Government's approval or determination of adequacy of any of SUBCONTRACTOR's Business Systems.

46. REPRESENTATIONS AND CERTIFICATIONS.

The Representations and Certifications provided by Subcontractor to Prime Contractor are material representations relied upon by Prime Contractor in making award to Subcontractor. Subcontractor shall notify Prime Contractor of any change of circumstances affecting representations and certifications made by Subcontractor. At a minimum, Subcontractor shall be required to provide updated Representations and Certifications on a yearly basis as requested by Prime Contractor.

By executing this Agreement, Subcontractor certifies to the following:



- 46.1. FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
- 46.1.1. Definitions. As used in this provision—“Lobbying contact” has the meaning provided at 2 U.S.C. 1602(8). The terms “agency,” “influencing or attempting to influence,” “officer or employee of an agency,” “person,” “reasonable compensation,” and “regularly employed” are defined in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12).
- 46.1.2. Prohibition. The prohibition and exceptions contained in the FAR clause 52.203-12 entitled “Limitation on Payments to Influence Certain Federal Transactions” are hereby incorporated by reference in this provision.
- 46.1.3. Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.
- 46.1.4. Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- 46.1.5. Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this Subcontract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.
- 46.2. FAR 52.209-6 Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment:
- By executing this Subcontract, Subcontractor certifies to the best of its knowledge and belief that it and its principals (check applicable certification): Are ___ Are Not X presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;



- 46.3. **Veterans' Rule:** This Prime Contractor and Subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
- 46.4. **Disability Rule:** This Prime Contractor and Subcontractor shall abide by the requirements of 41 CFR 60.741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
- 46.5. **REPRESENTATIONS & CERTIFICATIONS (SAM.GOV & SMALL BUSINESS):** By executing below, Subcontractor represents to Prime Contractor that its active SAM record for DUNS # specified on Page 1 of this agreement is accurate and complete as of the date of this award, and all representations & certifications in the SAM.gov record are accurate and applicable to this award. Subcontractor further represents by its signature below that its small business status representation for the NAICS code and business size indicated on Page 1 of this Agreement are accurate as of the date of this award.
- 46.6. **Human Trafficking:** By executing this Agreement below, Subcontractor certifies to the following:
- 46.6.1. Subcontractors, Subcontractor employees, and Subcontractor's agents are prohibited from and do NOT:
- a. Engage in severe forms of trafficking in persons during the period of performance of the contract;
 - b. Procure commercial sex acts during the period of performance of the contract;
 - c. Use forced labor in the performance of the contract;
 - d. Destroy, conceal, confiscate, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
 - e. Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee, and, if applicable, the hazardous nature of the work;
 - f. Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
 - g. Charge employees recruitment fees;



h. Fail to provide return transportation or pay for the cost of return transportation upon the end of employment, for an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract, for portions of contracts and subcontracts performed outside the United States; or

i. Fail to provide return transportation or pay for the cost of return transportation upon the end of employment, for an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee for portions of contracts and subcontracts performed inside the United States, except for employees legally permitted to remain in the country of employment and who choose to do so or are exempted by an authorized official of the contracting agency, designated by the agency head in accordance with agency procedures, from the requirement to provide return transportation or pay for the cost of return transportation; The requirements of this section are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The Subcontractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall also offer return transportation to a witness at a time that supports the witness' need to testify.

j. Provide or arrange housing that fails to meet the host country housing and safety standards; or

k. If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

46.6.2. Subcontractor further certifies it has notified its employees & agents of the prohibited activities described above, and the actions that may be taken against them for violations.



47. PERSONALLY IDENTIFIABLE INFORMATION (PII) AND PROTECTED HEALTH INFORMATION (PHI)

Contractor shall be given access to, or may generate (1) Personally Identifiable Information, which can be used to distinguish or trace an individual's identity such as name, social security number, date and place of birth, mother's maiden name, biometric records, or any other information linked or linkable to an individual, including medical, educational, financial, and employment information (hereinafter "PII"); and/or (2) Protected Health Information, which shall have the same meaning as that set forth in 45 C.F.R § 160.103 (hereinafter "PHI"). Contractor shall keep such PII and PHI strictly confidential and shall take all measures necessary, including but not limited to cyber security measures such as encryption, to prevent theft or disclosure. Contractor shall limit access to PII and PHI to only those of its employees, contractors, and suppliers who require the information to perform the work under this agreement and shall include confidentiality provisions with similar, but no less restrictive, terms as those of this Agreement in all associated contractor and supplier agreements. In the event of an incident or suspected incident of theft or disclosure of PII or PHI, Contractor shall immediately notify Company of the circumstances of such incident and undertake all measures necessary to limit and remediate any associated damages. Notwithstanding any language to the contrary in other sections of this Agreement, Contractor shall fully indemnify, defend, and hold harmless Company and its officers, agents, employees, and subcontractors from any claims, damages, or penalties related to disclosure or mishandling of PII or PHI.

48. SUBCONTRACT CLOSE OUT

48.1 This Subcontract is subject to FAR 4.804, Closeout of Contract Files. For purposes of this Article, the word "Contract" shall be replaced with the word "Subcontract."

48.2 This Subcontract is considered to be physically complete when (i) Subcontractor has delivered, performed, and completed all services and/or deliverables specified in the Statement of Work and (ii) Prime Contractor has accepted such services and/or deliverables. Subcontractor is required to perform closeouts of the Subcontract upon completion or an otherwise requested by Prime Contractor.

48.3 After receiving notice of Prime Contractor's acceptance of the services and/or deliveries or upon written request by Prime Contractor, Subcontractor shall complete the closeout documentation provided by Prime Contractor and submit a final invoice for payment. Failure to provide closeout documentation and a final invoice within sixty (60) calendar days of receipt of closeout documentation provided by Prime Contractor will result in a release of all claims by Subcontractor against Prime Contractor. This clause does not relieve the Subcontractor's responsibility to provide Prime Contractor with any refunds, rebates, credits, and other amounts that may come due from Client audits or any other means.

48.4 Subcontractor shall invoice Prime Contractor for all amounts that have been incurred in accordance with the terms and conditions of this Subcontract within (60) sixty calendar days after completion of work. If Prime Contractor does not receive a final invoice within sixty (60) calendar days after the completion of the work, Prime Contractor has the right to disallow said invoices.

49. ENTIRE AGREEMENT

The parties hereby agree that this Subcontract, including all documents incorporated herein by reference, shall constitute the entire agreement and understanding between the parties hereto and shall supersede and



replace any and all prior or contemporaneous representations, agreements or understandings of any kind, whether written or oral, relating to the subject matter hereof. Modifications or amendments of this Subcontract must be made in writing, and must be signed by both parties, except for directed Changes made under the Changes clause of this Agreement.

In witness whereof, the duly authorized representatives of Prime Contractor and the Subcontractor have executed this Subcontract on the dates shown below:

SOC LLC (PRIME CONTRACTOR):

SUBCONTRACTOR:

By: _____

By: _____

Name: Kevin D. Heffner

Name: _____

Title: DIRECTOR, SUPPLY CHAIN

Title: _____

Date: _____

Date: _____

Exhibit I: Statement of Work



Exhibit II: Pricing Schedule



Exhibit III: Prime Contract Flow-Downs & Special Requirements