



THIS TEAMING AGREEMENT, including all Exhibits attached hereto or referenced herein (hereinafter referred to as “this Agreement”), is made and entered into this «Day» day of «Month», 2018 by and between Enterprise Information Services, Inc. (“EIS”), a Commonwealth of Virginia corporation with offices located at 1945 Old Gallows Road, Suite 500, Vienna, Virginia 22182, and «Company» (“«AKA»”), a _____ corporation with offices located at «Street» «City». EIS and «AKA» are sometimes referred to collectively herein as the “Parties” and individually as a “Party.”

WHEREAS, the General Services Administration (GSA), (the “Government”) has awarded EIS a contract for the Alliant 2 Unrestricted GWAC (“the “Program”) and intends to issue a Task Order (“Solicitation”) for _____(Task Order Name);

WHEREAS, the Parties wish to establish a team arrangement in the form of a prime contractor/subcontractor relationship pursuant to which EIS shall act as the prime contractor (hereinafter referred to as “the Prime”) on behalf of the team, and «AKA» shall act as a subcontractor within the team (hereinafter referred to as “the Subcontractor”);

WHEREAS, Prime is undertaking, on its own behalf and at its own cost, bid and proposal efforts (“Proposal”) to obtain a Task Order as the result of a Task Order Solicitation and Subcontractor is undertaking, on its own behalf and at its own cost, bid and proposal efforts to obtain a subcontract (“Subcontract”) under any awarded Task Order;

WHEREAS, each of the Parties have determined that it and the Government would benefit from a team arrangement whereby each Party performs its bid and proposal efforts in coordination with the other in order to minimize their respective costs and to develop the optimal approach to responding to the Solicitation, and because such an arrangement complements each Party’s unique capabilities, the Parties recognize the efficiency of teaming together and therefore wish to team together for the purpose of competitively responding to the Solicitation and obtaining a Task Order resulting there from;

WHEREAS, the Parties wish to enter into this Agreement to set forth more fully the terms and conditions pursuant to which the Parties shall, as a team, respond to the Solicitation and obtain a Task Order resulting therefrom, and the Parties have agreed to the respective responsibilities of work to be performed by the Prime and Subcontractor on the Solicitation, as set forth in the Statement of Work attached hereto as Exhibit A; and

WHEREAS, the ability of the Parties to competitively respond to the Solicitation and to obtain Task Order resulting therefrom shall necessitate the disclosure by each Party to the other of its proprietary information (“Proprietary Information”), and the Parties are willing to make their Proprietary Information available to the other Party for the limited purpose of competitively responding to the Solicitation and obtaining a Task Order resulting therefrom, and each of the Parties is willing to accept the Proprietary Information from the other Party in confidence for use solely and exclusively in connection with competitively responding to the Solicitation and obtaining a Task Order resulting therefrom, in accordance with the terms and conditions of this Agreement and any Non-Disclosure Agreement the Parties have entered into.

NOW, THEREFORE, in consideration of the foregoing, and in reliance on the mutual promises and obligations contained herein, the Parties hereby agree as follows:

1. Parties’ Responsibilities. Each Party shall coordinate their bid and proposal efforts with the other Party and otherwise work with the other Party in good faith with the objective of developing a proposal or proposals which will cause the selection of the Prime for a Task Order and the approval by the Government of the Subcontractor as the subcontractor for the work assigned to the Subcontractor herein, and each Party shall continue to exert reasonable, good faith efforts toward these objectives throughout any and all negotiations concerning a proposed Task Order or



subcontracts which may follow the submission of such proposal or proposals. This requirement includes the furnishing by Subcontractor of reasonably sufficient qualified personnel to assist the Prime in preparing proposals and related materials.

2. Identification of Parties. It is understood that in proposals submitted for the Solicitation, the Prime shall, identify the Subcontractor as a team member, and describe the relationship and respective areas of responsibility of the Parties as defined in Exhibit A of this Agreement.
3. Additional Team Members. Notwithstanding any other provision herein to the contrary, the Prime reserves the right to add additional team members to the proposal team to assist in performing tasks and areas of work and responsibility thereunder, and take whatever actions it deems reasonably necessary to produce a proposal or proposals that have the greatest likelihood of resulting in the selection of the Prime as the Prime Contractor for a Task Order. In the event that additional team members are added, the Prime agrees to obtain adequate written protection of the Subcontractor's Confidential Information from any other team members.
4. Subcontractor Responsibilities. The Subcontractor shall furnish to the Prime all necessary and requested proposal materials, information and data pertinent to the work assigned to the Subcontractor, including but not limited to, the completion of Exhibit B, manuscripts, art work, and cost and/or pricing data, in the format required by the Prime and in sufficient time and detail to perform a valid evaluation, and to allow Prime to incorporate the data into the technical or price/cost proposal to the Government. The Subcontractor shall adhere to all of the requirements and certifications of the Solicitation for a Task Order regarding accurate, current, and complete non-proprietary cost or pricing data. The Subcontractor's Past Performance may be an evaluation factor in the anticipated solicitation. The Subcontractor, therefore, understands and agrees that it shall be required to submit all Past Performance information reasonably requested by Prime and required by the Solicitation in a timely manner. The Prime reserves the right to independently contact the Subcontractor's points of contact/references identified for Past Performance to determine the adequacy and appropriateness of the Past Performance, and the Subcontractor hereby consents to such contact.

Upon request of the Prime, the Subcontractor shall provide directly to the Government, if required, as part of such proper coordination, completed Government cost and pricing forms and certifications with detailed supporting schedules, and any other relevant documents, in order to permit the Government's evaluation of the data. The Subcontractor's cost format and work breakdown structure shall be as specified by the Prime Contractor and/or the Solicitation. After the proposal is submitted, and prior to the final customer award decision, the Subcontractor agrees to make all reasonable efforts to respond to the Prime's request for additional information or clarification and proposal revisions as may be requested by the Customer during proposal evaluation, discussions and/or a Best and Final Offer processes.

5. Subcontractor Personnel. The Subcontractor shall devote adequate skilled personnel and other resources to satisfactorily support the objectives of this Agreement in a reasonably timely manner. At the Prime's reasonable request, the Subcontractor shall make available appropriate management and technical personnel to assist at the Prime's direction in any discussions, communications or negotiations with the Government relating to the Solicitation.
6. Costs/Limitation of Liability. Each Party shall bear all costs, expenses, risks and liabilities incurred by it: (a) arising under requirements of this Agreement; and (b) relating to its bid and proposal efforts. Under no circumstances shall either Party have any right to any reimbursement, payment or compensation of any kind under this Agreement. The liability of one Party to the other for any claims, liabilities, actions or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort,



strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed the amount of out-of-pocket costs or direct expenses incurred by the other Party under this Agreement which are not otherwise reimbursed either directly or indirectly by the Government. Except for a Party's obligation under Article 15, in no event shall either Party be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost revenues, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the Parties have been advised of the possibility of such damages or loss.

Each Party shall defend, indemnify or hold harmless the other Party from any and all 3rd party liability, claims, damages and expenses of whatever kind and nature for injury to or death of any person or persons and for loss of or damage to any real or tangible personal property occurring in connection with or in any way incident to or arising from this Agreement, resulting in whole or in part from the acts or omissions of the indemnifying Party or its personnel.

7. Submissions to the Government. The Prime shall have the sole right to decide the form and content of all proposal and other documents submitted to the Government. The Prime shall make reasonable efforts to ensure that the Subcontractor's data is accurately and adequately portrayed, and identified as the Subcontractor's portion. The Prime shall afford the Subcontractor the opportunity to review, upon request prior to proposal submission, that portion of the proposal that includes the effort to be performed by the Subcontractor. No changes shall be made to Subcontractor's cost proposal without its prior written consent.
8. Subcontract Negotiations. If, during the term of this Agreement, a Task Order resulting from the Solicitation is awarded to the Prime, the Prime shall issue a subcontract to Subcontractor to the extent permitted by Government rules, regulations and applicable law. The Parties shall undertake reasonable efforts to enter into a Subcontract for that portion of the work set forth in Exhibit A of this Agreement, as may be modified by the Parties. Such work shall be performed by the Subcontractor in accordance with the contract type(s) of the Prime's Task Order unless otherwise agreed to by Prime, schedules and technical specifications, if any, and at a price and other terms and conditions to be mutually agreed upon between the Parties, and subject to the stipulation that such an agreement must be reached within a reasonable period of time, which shall in no event exceed 60 days from the date of award of a Task Order, or a reasonable extension of time thereof as mutually agreed to by both Parties. Said terms and conditions shall not conflict with Government rules, regulations and applicable law, and shall contain all applicable flow-down clauses and provisions of the Prime Contract and any awarded Task Order. If the Prime and Subcontractor cannot reach agreement on the terms and conditions of a Subcontract within the above time period, the Prime shall thereafter be free to contract with another source.
9. Government Direction. It is understood that the Prime may be directed by the Government to place the work contemplated in Exhibit A to this Agreement as the Subcontractor's responsibility, with another source, or to direct that such work be bid on a competitive basis. In such event, the Prime shall present to the Government its grounds for reversal of such direction. The Subcontractor shall, upon request of the Prime, provide assistance in connection with such presentation. If a reversal cannot reasonably be obtained, then the Prime shall comply with the Government's direction, and under such circumstances, the Parties shall have no further obligations to one another hereunder, except as set forth in any separate Non-Disclosure Agreement between the Parties.
10. Contacts. The Prime shall be the sole contact with potential customers concerning the Solicitation. However, the Subcontractor may contact a potential customer concerning the Solicitation, with the prior written approval of the Prime, which shall not be unreasonably withheld.



11. Communications with the Government. Although the Prime is contemplated as the sole interface with the Government, it is recognized that the Subcontractor may have continuing relations with the Government and may be the recipient of inquiries concerning the Solicitation. Therefore, any communications initiated by the Government directly with the Subcontractor concerning this Solicitation are permissible, provided the Prime is notified promptly of such communications and the substance thereof, but in no event later than one business day after such communication.
12. Presentations. In the event the Prime is afforded the opportunity to make presentations, whether orally or in writing, to potential customers concerning the Solicitation, the content of such presentations may, at the Prime’s discretion, be made known to the Subcontractor, subject to any prohibitions or restrictions that may be imposed by the Government upon such disclosure. The Subcontractor agrees to support such presentations, as may be requested by the Prime, to the extent such presentations relate to the Subcontractor’s area of work as defined in Exhibit A to this Agreement.
13. Public Announcements/Disclosures. Any news release, public announcement, advertisement or other form of publicity released or disclosed by Subcontractor concerning this Agreement or any proposals relating thereto, shall be subject to the prior approval of the Prime, which shall not be unreasonably withheld, except that if required or requested by the Government, this Agreement and the terms thereof may be made known to the Government. Any such public announcement, release or disclosure shall give due credit to the contribution of each Party.
14. Points of Contact. The Parties designate the following individual(s) within their respective organizations as their representative(s) responsible for directing performance of the Parties’ obligations under this Agreement:

For Prime: «Prime_POC»

Email: «PP_Email»

For Subcontractor:

Email:

Notices to such Points of Contact shall be sent to the addresses set forth in Section 21.

15. Proprietary/Confidential Information. In carrying out the terms of this Agreement, it may be necessary for the Parties to provide Proprietary and/or confidential information to one another. In such event, the disclosure and use of all Proprietary and/or Confidential Information shall be in accordance with the Non-Disclosure Agreement between the Parties dated «NDA_Date».
16. Inventions/Patents. Nothing contained in this Agreement shall, by express grant, implication, estoppel or otherwise, create in either Party any right, title, interest, or license in or to the inventions, patents, computer software or software documentation of the other Party.
17. Termination/Expiration. This Agreement shall remain in effect until the first of the following shall occur:
 - a. After the release of the Solicitation or any amendments thereto, if the contents thereof are so unfavorable to either Party that participation in the Solicitation(s) is no longer practical or financially viable; in such case, the terminating Party shall provide written notice of termination to the other Party within the earlier of 10 days of receipt of the Solicitation (or amendment) or 20 days prior to the due date set by the Government for Proposal submissions. In the event of the foregoing, the terminating Party shall be prohibited from responding to the Solicitation or



- participating in the Solicitation, in any manner, either independently or in conjunction with any other Party unless the terminating Party is released from this article in writing by the other Party.
- b. An official Government announcement that the Solicitation has been canceled.
 - c. Upon the award of a Task Order for the Solicitation to a contractor or contractors other than the Prime and after a final non-appealable bid protest decision or the passage of time for submitting a bid protest.
 - d. Award of a Task Order to the Prime and a Subcontract to the Subcontractor.
 - e. The Prime is unable to obtain Government approval of the Subcontractor as a subcontractor to the Prime, if required, and/or the terms of the subcontract between the Prime and the Subcontractor cannot reasonably be modified to secure the Government's approval of the Subcontractor.
 - f. Inability of the Prime and the Subcontractor to reach agreement on the terms and conditions of a Subcontract within the time period as stated within Article 8.
 - g. Two years after the effective date of this Agreement, unless extended in writing by the Parties, and/or unless the Solicitation is still viable and no final award has been made, or any mutually agreed upon extensions.
 - h. The proposed suspension or debarment by the U.S. Government of either Party.
 - i. Mutual written agreement by the Parties.
- 17.1 In addition to the above events of termination, each Party shall have the unilateral right to terminate this Agreement should the other Party default on any of its material obligations hereunder. A Party shall be in default of this Agreement in the event that it:
- (a) becomes generally unable, or admits in writing its inability, to pay its debts as such debts become due;
 - (b) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, examiner, liquidator, or assignee under any applicable law or agreement of itself or all or a substantial part of its property;
 - (c) commences a voluntary bankruptcy case under Title 11, United States Code; or
 - (d) files a petition to take advantage as a debtor under any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, arrangement, winding-up, or composition or adjustment of debts;
 - (e) is subject to an order for relief in an involuntary bankruptcy case under Title 11, United States Code, or acquiesces to bankruptcy relief under any other applicable insolvency code of any jurisdiction;
 - (f) becomes subject to a proceeding or case before any court or tribunal, other than under Title 11, United State Code, seeking reorganization, liquidation, dissolution, arrangement, winding-up, or the composition or readjustment of its debts, the appointment of a receiver, custodian, trustee, examiner, liquidator, assignee, or the like, or similar relief in respect of such defaulting Party under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of twenty-one (21) or more days;
 - (g) makes an assignment or attempted assignment for the benefit of one, some, or all of its creditors;



- (h) takes any steps toward cessation of its business, or a substantial portion thereof, or cessation of its corporate existence;
- (i) takes any corporate action in furtherance of any of the foregoing;
- (j) becomes a judgment debtor with regard to any final judgment equal to or in excess of \$1,000,000.00 that remains undischarged and unsatisfied for more than twenty-one (21) days;
- (k) has any governmental authority or other third party seize, expropriate or confiscate all or a substantial part of its property or assets; or
- (l) has materially breached any other of its obligations under this Agreement and shall not have remedied such breach within ten (10) days after having been requested to do so by the non-defaulting Party.

17.2 This Article shall not affect any rights or obligations explicitly identified herein as surviving the expiration or termination of this Agreement.

18. Survival. Articles 6, 15, 18, 19, 28, 29, and 30 shall survive termination or expiration of this Agreement.

19. Exclusivity. Since this Agreement is only for the specified Task Order Solicitation, and any proposal, offer or quote prepared or generated in connection therewith, requires the full cooperation of the Parties, Subcontractor agrees that it shall not in any manner participate in or undertake efforts that are competitive to this Agreement, nor shall it compete for the Solicitation or respond to the Solicitation, independently or in conjunction with any other Party, during the term of this Agreement, unless agreed to in writing by the Prime. The foregoing prohibitions include, but are not limited to, participation in proposal efforts or the interchange of technical data with competitors; provided, however, that the foregoing does not limit or restrict Subcontractor’s rights to offer to sell or selling to others its standard products and services incidental thereto.

20. Force Majeure. Neither Party shall be responsible for any inability or failure to comply with the terms of this Agreement or delay in performing due to unforeseen causes beyond its control and without the negligence or malfeasance of such Party. These causes shall include, but shall not be restricted to: fire, storm, flood, earthquake, explosion, accident, acts of public enemy, war, rebellion, insurrection, shortage of fuel or power, riot, mutinies, sabotage, epidemic, quarantine restrictions, labor disputes, usurped power, transportation embargoes or failure in transportation, acts of God, acts of the United States or any other government, whether national, municipal or otherwise, including the failure of any government to grant export or import licenses or permits for goods and materials or technical data. In the event of the outbreak of war, rebellion, insurrection or civil disturbance at the location of performance required by a contract, the refusal to work or physical incapacitation of either Party’s personnel at the required location shall constitute an excusable delay.

21. Notices. All notices, certificates, acknowledgments or other written communications (hereinafter referred to as “Notices”) required to be given under this Agreement shall be in writing and shall be deemed to have been given and properly delivered if duly mailed by certified or registered mail to the other Party at its address as follows, or to such other address as either Party may, by written notice, designate to the other. Additionally, Notices sent by any other means (i.e., facsimile, overnight delivery, courier, and the like) are acceptable subject to written confirmation of both the transmission and receipt of the Notice.

Subcontractor

Prime

«Company» _____

Enterprise Information Services, Inc. _____



Name: «Contact»

Name: Brian Fogarty

Title: «Title»

Title: Sr. Contracts Administrator

Address: «Street»

Address: 1945 Old Gallows Road, Suite 500

«City»

Vienna, VA 22182

Telephone No.: «Phone»

Telephone No.: 703-752-5585

Email: «Email»

Email: bfogarty@goeis.com

- 22. Relationship of Parties. This Agreement is not intended by the Parties to constitute or create a joint venture, limited liability Company, pooling arrangement, partnership, or other formal business organization of any kind, other than a contractor team arrangement as set forth in FAR Part 9.6, and the rights and obligations of the Parties shall be only those expressly set forth herein. Neither Party shall have authority to bind the other except to the extent expressly authorized herein. Nothing in this Agreement shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both Parties. It is also understood that no division of markets is attempted by this Agreement.
- 23. Assignment. Neither Party may assign or otherwise transfer this Agreement or any of its rights and obligations hereunder to any third party (except to a legally recognized successor in interest to all or substantially all of the Party’s assets) without the prior consent in writing from the other Party, which consent shall not be unreasonably withheld.
- 24. Modifications/Non-Waiver of Rights. This Agreement shall not be amended, modified or extended, nor shall any waiver of any right hereunder be effective, unless set forth in a document executed by duly authorized representatives of both Parties, specifically referencing the provision of this Agreement to be amended, modified, extended or waived. The failure of either Party to insist upon performance of any provision of this Agreement, or to exercise any right, remedy or option provided herein, shall not be construed or deemed as a waiver of the right to assert any of the same at any time thereafter.
- 25. Government’s Right to Negotiate. Nothing herein is intended to affect the rights of the Government to negotiate directly with either Party hereto on any basis the Government may desire.
- 26. Entire Agreement. This Agreement, including any and all Exhibits hereto which are incorporated herein by reference, constitutes the entire agreement and understanding between the Parties hereto, and supersedes and replaces any and all previous or contemporaneous understandings, commitments, agreements, proposals or representations of any kind, whether oral or written, relating to the subject matter hereof.
- 27. Severability. If any term, condition or provision of this Agreement is held or finally determined to be void, invalid, illegal, or unenforceable in any respect, in whole or in part, such term, condition or provision shall be severed from this Agreement, and the remaining terms, conditions and provisions contained herein shall continue in force and effect, and shall in no way be affected, prejudiced or disturbed thereby.
- 28. Classified/Export Controlled Information. To the extent the obligations of the Parties hereunder involve access to information classified by the U.S. Government as “Confidential” or higher, the provisions of all applicable federal laws, statutes and regulations shall apply to this Agreement. The provisions of all applicable security and export control laws, statutes and regulations shall also apply hereto.
- 29. Non-Solicitation. Neither Party shall directly or indirectly solicit, recruit, hire or otherwise employ or retain the employees of the other working under this Agreement during the term of this agreement



and for one (1) year following the termination or expiration of this Agreement without prior written consent of the other Party. However, in the event that Subcontractor defaults on any of its performance obligations under this Agreement or a resultant Subcontract, Subcontractor’s Program employees shall not be bound by the restrictions herein, nor by any related restrictions contained in any employment agreements, as applicable. Further, this provision shall be included in any resultant Subcontracts issued under any resultant Prime Contract. However, notwithstanding the above, this provision shall not restrict the right of either Party to solicit or recruit generally in the media and shall not prohibit either Party from hiring the other Party’s employee who answers any advertisement or who otherwise voluntarily applies for hire without having been directly or indirectly solicited or recruited by the hiring Party for any position not related to this Agreement.

- 30. Organizational Conflict of Interest. It is understood by both Parties that neither Party is knowingly adversely affected by any organizational conflict of interest related to this Solicitation as of the date of this Agreement. The Parties agree that should either Party reasonably determine, in its sole discretion, that an organizational conflict of interest exists as a result of its further pursuit of the Solicitation effort contemplated by this Agreement, this Agreement may be terminated at the request of either Party without liability to the terminating Party so long as the applicable Party is provided a reasonable opportunity to mitigate any organizational conflict of interest identified in writing by the other Party.
- 31. Solicitation Integrity. Both Parties acknowledge that they are familiar with, and shall comply with, the requirements of Subsections 27(a), (b), (d), and (f) of the Office of Federal Solicitation(s) Policy Act as amended (41 U.S.C. 423) as implemented in the Federal Acquisition Regulations (Solicitation(s) Integrity provisions). Any information concerning a violation or possible violation of the Act pertaining to this Agreement by either Party shall be immediately reported to the other Party. Failure to comply with provisions of this article shall be a material breach of contract.
- 32. Governing Law. This Agreement shall be governed by and construed, enforced and interpreted under the laws of the Commonwealth of Virginia, without regard to its laws relating to conflict or choice of laws. Any dispute, claim, action or suit arising out of or relating to this Agreement said dispute shall be settled by binding arbitration to be conducted in Fairfax, Virginia, under the rules of the American Arbitration Association. One arbitrator shall be selected to resolve any controversy. Each Party is responsible for its own costs and fees.
- 33. Headings. The headings and titles of the various sections of this Agreement are intended solely for convenience of reference and are not intended to define, limit, explain, expand, modify or place any construction on any of the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties represent and warrant that this Agreement is executed by duly authorized representatives of each Party as set forth below on the date first stated above.

«Company»

Enterprise Information Services, Inc.

By: _____

By: _____

Name: _____

Name: Vinod Goyal

Title: _____

Title: President



EXHIBIT A
ENTERPRISE INFORMATION SERVICES, INC.
STATEMENT OF WORK

The Subcontractor will assist the Prime during proposal preparation which at a minimum shall be to a degree commensurate with any work share identified herein, as requested by the Prime including but not limited to drafting the technical and management sections of the proposal, meaningful participation in strategy sessions and color team reviews, and providing satisfactory project descriptions and resumes. The Subcontractor will also provide pricing proposal inputs in a timely manner to the Prime and the Subcontractor's proposed price structure for this solicitation will be within the targets established by the Prime. In the event that Subcontractor does not adequately perform the responsibilities identified above, as reasonably determined by Prime, any identified work share may be proportionately reduced as reasonably determined by Prime.

The Parties understand that subject to Government subcontractor approval and Prime's compliance with small business contracting requirements and/or subcontracting work allocations and goals, including but not limited to compliance with FAR 52.219-14 Limitations on Subcontracting (where EIS is a small business prime contractor), any work which may be awarded to the Subcontractor is dependent upon the scope of work included in the Task Order, that it includes the tasking described for the Subcontractor work share indicated below, and is contingent upon timely availability of Subcontractor qualified personnel with the technical expertise, performance, skill levels, and at the labor rates requested.

Subcontractor will participate in marketing development activities, which will focus on reaching relevant Client customers and potential customers (if applicable).

Sharing of work shall be accomplished as follows:

- 1) Subcontractor will be given the opportunity to staff up to ___% of the total Full Time Equivalent (FTE) positions of the Task Order (or ___% of Total Task Order labor dollars).
- 2) In all cases, EIS will retain the management staff/responsibilities for the Task Order.
- 3) Subcontractor will be given the work scope pre-agreed by both companies prior to any actual marketing effort.
- 4) Subcontractor will be afforded an opportunity to replace any Subcontractor employees displaced due to attrition or other unforeseen circumstances.



EXHIBIT B
SUBCONTRACTOR’S REPRESENTATIONS AND CERTIFICATIONS

Subcontractor’s Company Legal Name:		
Full Address:		
Corporate URL:		
Phone Number:	Facility Clearance Level: <input type="checkbox"/> Yes <input type="checkbox"/> No. Level: _____	
DUNs number +4:	CAGE Code:	
Employer ID Number (EIN) or Social Security Number (SSN):		
Primary Point of Contact:	Phone No.	Email:

1. Type of Business (Check One)

- a corporation incorporated under the laws of the state of _____
- an individual or sole-proprietor
- a limited liability company
- a partnership
- a nonprofit organization
- a joint venture

2. Subcontractor Size/Type For the NAICS Code of _____ : (please check all that apply)

- Small Business Large Business (If yes, skip to #3)
- 8(a) Currently Certified Small Business
- Small Disadvantaged Small Business
- Veteran-owned Small Business
- Service Disabled Veteran-Owned Small Business
- HUBZone Small Business
- Alaskan Native or Indian Tribes Small Business
- Woman-Owned Small Business
- Foreign-Owned Small Business

3. Accounting System Approval by a Federal Government Agency:

- No Yes

If Yes, by whom and when: _____ Report #: _____

4. Have you ever been disqualified or disbarred by the federal government?

- No Yes



5. Are you currently under, or have filed for bankruptcy, or do you have any judgments, liens, or orders against you? No Yes

6. Have you currently or in the past five years received a cure notice or termination notice?
 No Yes

7. Have you filed for bankruptcy or have any judgments, liens or orders against you?
 No Yes

8. Quality Certifications

ISO 9001

ISO 20000

ISO 27001

CMMI SVC Maturity Level _____ CMMI DEV Maturity Level _____

9. Company Size

Approximate Number of Full Time Employees as of this date _____