



SUBCONTRACTOR:	SUBCONTRACT No.: 1209-Alliant II-LB/SB
ADDRESS:	DEFENSE PRIORITY ALLOCATION SYSTEM (DPAS) RATING:
	SUBCONTRACT TYPE: IDIQ – (Task Orders will specify the applicable contract type)
Business Size as of 01/01/2018 under NAICS Code 541512: <input type="checkbox"/> Large Business;	
<input type="checkbox"/> Small Business: <input type="checkbox"/> SDB; <input type="checkbox"/> WO; <input type="checkbox"/> SDVO; <input type="checkbox"/> VOSB; <input type="checkbox"/> HubZone	

THIS SUBCONTRACT (“Subcontract” or “Agreement”) is made and entered into this ___ day of _____ 2018, by and between Enterprise Information Services, Inc. (“EIS”), a Virginia Corporation having an office at 1945 Old Gallows Road, Suite 500, Vienna, Virginia 22182 (hereinafter called "Prime Contractor") and _____, a _____ corporation, having an office at _____ (hereinafter called "Subcontractor").

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WHEREAS, Prime Contractor has entered into GSA Alliant 2 IDIQ Contract No. 47QTCK18D0049 (herein after referred to as “Prime Contract”) with the United States General Services Administration (GSA) (herein after referred to as “Client”), dated July 1, 2018, (the “Program”) the effective date of the Program;

WHEREAS, Subcontractor desires to provide certain supplies and/or services in support of the Prime Contractor’s requirements as set forth under the Prime Contract;

NOW THEREFORE, it is mutually agreed as follows:

1. SCOPE OF SERVICES - The Subcontractor shall, pursuant to the terms and conditions specifically set forth herein (including any and all Exhibits, and Attachment(s) or Amendments hereto) provide personnel or key personnel [and/or services] to support the Prime Contractor in performance of the Prime Contract as may be specifically requested through the issuance of Task Orders hereunder. Execution of this Subcontract does not obligate the Prime Contractor to place any Task Orders under this Subcontract. It is further understood that upon issuance of a Task Order by the Client, Prime Contractor and Subcontractor are obligated to perform in accordance with their respective obligations described herein.

2. TYPE OF SUBCONTRACT - This Subcontract is an Indefinite Delivery/indefinite Quantity (IDIQ) type contract. The Specific Task Orders issued hereunder shall specify the applicable contract type. This Subcontract shall not constitute a joint venture, partnership or other form of business arrangement and each party shall act as an independent contractor without authority to bind the other party.

3. COMPENSATION, FUNDING, AND PAYMENT -

3a. Labor - In consideration of the satisfactory performance of the work and/or services the Subcontractor shall be compensated for each accepted direct productive labor hour worked at the applicable fixed labor hour rates set forth in the individual Task Orders issued hereunder in accordance with the provisions set forth in the Subcontract. The fixed hourly rates set forth in each Task Order shall include all wages, indirect costs, general and administrative expense, and profit. Subcontractor shall make no claim nor be entitled to any additional money or compensation other than expressly set forth herein. Overtime must be



authorized in advance by the Prime Technical Representative in writing. Subcontractor will take direction from the Prime Technical Representative for all support requested.

If a Task order is awarded as a Firm-Fixed Price (FFP), then 1/12 of the annual awarded amount or per an approved payment plan, will be paid each month, based on the satisfied requirements of the Task Order (deliverables, releases, etc.).

If a Task Order is awarded as a Cost Reimbursable Task Order, then actual labor costs will be invoiced with DCAA approved Indirects and Fee applied.

3b. Materials and Other Direct Costs (ODCs) - The Subcontractor shall be reimbursed for materials and/or ODCs (which price shall be inclusive of G&A, but no profit or fee) provided such materials or ODCs are authorized in writing by the EIS Technical Representative, are considered to be reasonable based on the sole determination of Prime, and reflect actual costs incurred by Subcontractor.

3c. Travel and Per Diem Costs - Solely in the event of written approval by the EIS Technical Representative, the Subcontractor shall be reimbursed on a cost-reimbursement basis (including allowable burden rate on travel with no fee) for necessary travel in accordance with the Federal Travel Regulations or Joint Travel Regulations, as applicable, for actual and reasonable travel and per diem expenses not to exceed the limitations set forth in the applicable regulations. No other travel costs will be reimbursed.

3d. Monthly Financial Reports - Subcontractor shall submit a monthly financial report which identifies:

- i. Current and cumulative labor hours and dollars by labor category and employee name;
 - ii. Fully burdened labor costs by line item;
 - iii. ODCs/Materials including general and administrative expense, by line item;
 - iv. Any difference between costs invoiced and costs incurred and the reasons for the difference;
- and
- v. Any other report required by the Prime Contractor or the Client.

Failure to provide a Monthly Financial Report is a material breach, the remedy for which may include termination pursuant to the Termination clause of this Subcontract.

3e. Subcontract Value and Funds Allotted- If at any time the Subcontractor has reason to believe that the total price to the Prime Contractor specified in a Task Order will be greater or less than the established Task Order ceiling price, the Subcontractor shall notify the Prime Contractor and provide a revised estimate for performing the work. Prime Contractor's total payment under any Task Order shall not exceed the funding limit provided for the Task Order or the not-to-exceed amount of this Subcontract, whichever is less.

Notwithstanding Subcontractor's obligation to notify Prime Contractor any time the Subcontractor has reason to believe that the total price of any Task Order to the Prime Contractor will be greater or less than the funded amount, Subcontractor shall notify Prime Contractor in writing at such time Subcontractor's records indicate 75% of the allotted funds for the Task Order are about to be expended. Failure to timely notify Prime Contractor shall constitute a material breach of this Subcontract.

3f. De-obligation of Funds - Subcontractor acknowledges and agrees that Prime Contractor reserves the sole and unilateral authority to execute Task Order modifications providing for the de-obligation of unexpended dollar or fund balances considered to be in excess of Subcontract or Task Order requirements.



3g. Invoice Submission and Payment - Subcontractor shall invoice Prime Contractor on a monthly basis. Invoices shall be received by Prime Contractor not later than the 10th day of each month for the previous calendar month. Each invoice shall contain a certification by Subcontractor that all hours, costs, rates and expenses are complete and accurate and are presented in a form and content acceptable to Prime Contractor. Prime Contractor shall pay Subcontractor the amount claimed in the invoice within three (3) working days after receipt of payment from the Client under the Prime Contract for Subcontractor's services or after acceptance of Subcontractor's services by Prime Contractor and Client, whichever occurs later.

Invoices and/or vouchers must be accurate and prepared in the format set forth in the Prime Contract to be considered "proper" invoices or vouchers. Invoices shall be submitted electronically and hard copies (an original and two copies) must be sent to the following address:

Enterprise Information Services, Inc.
1945 Old Gallows Road, Suite 500
Vienna, VA 22182
Attention: Perry Moy, Controller
Tel: 703-752-5576; Fax: 703-749-0009; Email: PMoy@goeis.com

3h. Audit of Invoices and Substantiating Material - At any time before final payment the Prime Contractor may request an audit of the invoices and substantiating material. The audit may be performed by Prime Contractor or, at Subcontractor's request and expense, a third party auditor selected by Prime Contractor. Each payment previously made shall be subject to reduction to the extent amounts are found by Prime Contractor not to have been properly payable in accordance with the payment terms of this Subcontract or any Task Order. An audit will include, but not be limited to, individual daily job time cards, invoices for material, storeroom requisitions, expense reports, and other substantiation supporting invoiced amounts.

3i. Disallowance or Offset of Payments - If any amount paid by the Prime Contractor to the Subcontractor is disallowed or offset by the Client or the Prime Contractor's cognizant audit agency, the Subcontractor shall promptly upon request repay to the Prime Contractor the disapproved amount(s).

4. PERIOD OF PERFORMANCE - The duration of this Subcontract shall be from July 1, 2018 and continuing through June 30, 2023 (Base Period), if Prime Contractor exercises its option to extend the period of performance of the Subcontract and/or any Task Orders issued hereunder.

5. OPTION TO EXTEND PERIOD OF PERFORMANCE - The Prime Contract contains one (1) five (5) year option period as set forth below. Options under this Subcontract shall be exercised at the Prime Contractor's sole discretion. Additionally, options may be exercised provided Subcontractor is in good standing with respect to all Subcontract provisions, is actively participating in Task Order proposals submissions, and the Client has exercised the comparable option period under the Prime Contract.

Option Period 1: July 1, 2023 – June 30, 2028

6. PLACE OF PERFORMANCE - All work under the Subcontract shall be performed at the location(s) directed by the EIS Technical Representative.

7. OVERTIME - Subcontractor shall not work in excess of eight (8) hours per day or forty (40) hours in a week without the prior approval of the EIS Technical Representative.



8. DELIVERIES OR PERFORMANCE - All deliverable products required hereunder shall be submitted pursuant to the schedule stated therein, to the following address or to such other representative and location as Prime Contractor may designate in writing.

Enterprise Information Services, Inc.
1945 Old Gallows Road, Suite 500
Vienna, Virginia 22182
Attention: Robert Darlington, Technical Representative

9. INSPECTION AND ACCEPTANCE - Inspection and acceptance of any deliverable product or service shall be conducted by the Prime Contractor’s Technical Representative as specified in Article 11 or his/her designee as stated in writing to the Subcontractor, or by the Prime Contractor’s agents and its Customer at all times and places, during the period of performance, and in any event before acceptance. In the event that material furnished or services supplied are not performed in accordance with the specifications and instructions of the Prime Contractor, the Prime may require the Subcontractor to replace or correct the services or materials.

10. CHANGES - The Prime Contractor may, by written notice to Subcontractor at any time before completion of this Subcontract or any Task Order issued thereunder, make changes to any of the following: (a) drawings, designs, or specifications; (b) quantity; (c) place of delivery; (d) method of shipment or routing; and (e) make changes in the amount of Buyer furnished property. If any such change causes a material increase or decrease in any hourly rate, the ceiling price, or the time required for the performance of any part of the work under this subcontract, the Subcontractor shall submit to Prime Contractor a claim for an equitable adjustment in the Not-To-Exceed price, hourly rates, or delivery schedule. The Subcontractor’s claim for an equitable adjustment must be submitted to the Prime Contractor in writing within twenty (20) days from the date of any act of the Prime Contractor, which Subcontractor considers a change. Failure to agree to any claim for an equitable adjustment shall be a dispute under the Disputes clause of this Subcontract. However, Subcontractor shall proceed with the work as changed by Prime Contractor without interruption and without awaiting settlement of any such claim.

11. CONTRACT ADMINISTRATION DATA - The Technical and Contract Representatives of both parties are listed below. It is understood that the listed Technical Representative is responsible for the discharge of all technical aspects and management of this Subcontract. All contract administration matters including any prospective changes to this Agreement shall be managed by the Contract Representative.

	<u>Prime Contractor</u>	<u>Subcontractor</u>
Technical:	Robert Darlington	_____
Title:	Sr. Vice President	_____
Telephone:	(703) 752-5523	_____
Email:	Rdarlington@goeis.com	_____
Contracts:	Scott Regel	_____
Title:	Sr. VP Contracts	_____
Telephone:	(703) 752-5527	_____
Email:	EIScontracts@goeis.com	_____

12. NOTICES - Subcontractor shall immediately notify Prime Contractor Contract Representative identified in Article 11 of relevant events or incidents which may in any way affect Subcontractor's ability to perform this Subcontract within the requirements set forth herein.



13. MODIFICATION AUTHORITY - Notwithstanding any of the other provisions of this Subcontract, until modified in writing by an officer of Prime Contractor, EIS' designated Contracts Representative, shall be the only individual authorized, on behalf of the Prime Contractor, to:

1. Accept non-conforming work,
2. Waive any requirement of this Subcontract, or
3. With Subcontractor concurrence where applicable, modify any term or condition of the Subcontract in writing.

14. CLIENT CONTACT - All contacts with the Client with respect to the performance of this Subcontract shall be the sole responsibility of Prime Contractor. Any contacts made by the Subcontractor with the Client in connection with the performance of any work issued or to be issued under the Prime Contract shall be with the prior knowledge and written concurrence of the Prime Contractor's Contracts and Technical Representatives as set forth in Article 11. Upon initiation by Client of any direct contact with Subcontractor, Subcontractor shall immediately notify Prime Contractor's technical representative as set forth herein. The requirements of this clause are material to the Subcontract.

15. STANDARDS OF BUSINESS ETHICS AND CONDUCT - The Prime Contractor's expectation is that Subcontractor will conduct its business fairly, impartially and in an ethical and proper manner, and in compliance with all Client rules and any applicable laws and regulations. In the event that any of Subcontractor's employees have access to Prime Contractor's facilities and/or systems during the normal course of their duties, any such employee(s) shall strictly adhere to Prime Contractor's Business Conduct Policies.

16. KEY PERSONNEL - The Subcontractor agrees not to withdraw the services or limit the availability of any person designated as "Key Personnel" during the performance of this Subcontract, without the prior permission of Prime Contractor, unless necessitated by separation, illness, or death. Key personnel are defined as follows:

1. Personnel identified in the a proposal as key individuals to be assigned for participation in the performance of the Subcontract or any Task Order;
2. Other Subcontractor personnel as mutually agreed by the parties.

In cases where a change in Key Personnel is required, Subcontractor shall demonstrate to the satisfaction of Prime Contractor that the qualifications of the proposed substitute person are equal to or higher than the qualifications of the person being replaced.

Subcontractor's Key Personnel are to be determined on a task order basis

17. STAFFING AND POSITION QUALIFICATIONS - Subcontractor shall employ only qualified and competent persons in the performance of this Subcontract. Subcontractor direct labor personnel assigned to the performance of this Subcontract shall satisfy, as a minimum, the applicable labor category qualifications set forth in Exhibit A, for both education and experience, as represented by the resumes submitted to Prime Contractor by the Subcontractor, and any specific requirement of the position communicated in writing to the Subcontractor by the Prime Contractor. Any deviation from these requirements must have prior written authorization from Prime Contractor.

Upon receipt of a request to fill any position offered to Subcontractor by the Prime Contractor, Subcontractor shall promptly respond to the Prime Contractor with a Staffing Proposal. The Staffing



Proposal shall include a resume for each candidate and a matrix comparing each resume to the minimum mandatory requirements for each labor category set forth in Exhibit A.

Given the nature of the Prime Contract, it is imperative that the Parties are able to provide qualified personnel to work for the Client in a timely fashion. In the event Prime Contractor offers Subcontractor the opportunity to fill a position under the Prime Contract as described above, and the Subcontractor is unable to provide a qualified candidate within thirty (30) calendar days (up to 15 days to present a resume and up to 15 days for the candidate to join) or based upon the requirements of the Prime Contract, or Client's request, the level of effort associated with such position(s) shall be counted toward meeting the previously agreed upon level of effort allocated to the Subcontractor.

In the event that any Subcontractor personnel are removed from or leave the Subcontract, Subcontractor shall promptly replace the vacant position with a candidate that meets or exceeds the requirements set forth herein above. Should Subcontractor fail to replace such vacant position(s) within thirty (30) calendar days, (up to 15 days to present a resume and up to 15 days for the candidate to join) considering the requirements of the Client and the Prime Contract, Prime Contractor may fill the position with its own personnel and count the level of effort associated with the vacant position toward meeting the previously agreed upon level of effort allocated to the Subcontractor.

18. RIGHT TO DISAPPROVE/REMOVE STAFF - Prime Contractor reserves the sole right to disapprove the assignment or continuing assignment of any Subcontractor personnel to this Agreement if it is determined by the Prime Contractor or Client that the service of any such person would compromise the integrity of the Prime Contract, or for any other reason that would be in the best interest of Prime Contractor or the Client.

Upon Client request, for cause or at the reasonable discretion of the Prime Contractor, Prime Contractor may require Subcontractor to withdraw the services of any person and may request that Subcontractor promptly provide replacement(s) for such person(s) satisfying the requirements set forth herein above, within thirty (30) days after the request for withdrawal. The thirty days include up to fifteen days to present a qualified resume and up to fifteen days to join the project. In the event that Subcontractor is unable to fill any such position, Prime Contractor may fill the position with its own personnel and count the level of effort associated with the vacant position toward meeting the previously agreed upon level of effort allocated to the Subcontractor.

19. CLIENT DECISION UNDER PRIME CONTRACT AFFECTING SUBCONTRACT - Notwithstanding any other provision hereof, any decision of the Client under the Prime Contract which binds Prime Contractor shall, upon being communicated to Subcontractor in writing, bind Subcontractor to the extent that it relates to this Subcontract.

20. CONFIDENTIALITY OF INFORMATION - To the extent that the work under this Subcontract requires that the Subcontractor be given access to confidential or proprietary business, technical, or financial information belonging to the Client, Prime Contractor or other companies, Subcontractor shall, after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by Prime Contractor in writing.

The foregoing obligations, however, shall not apply to:

1. Information which, at the time of receipt by the Subcontractor, is in the public domain;
2. Information which is published after receipt thereof by the Subcontractor or otherwise becomes part of the public domain through no fault of the Subcontractor;



3. Information which the Subcontractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Client, Prime Contractor or other companies;
4. Information which the Subcontractor can demonstrate was received legally from a third party who did not require the Subcontractor to hold it in confidence; or
5. Information which is disclosed as required by judicial action, provided the Prime Contractor is promptly notified and afforded an opportunity to seek a protective order.

Subcontractor shall provide written agreement, if requested by Prime Contractor, in a form satisfactory to Prime Contractor, whereby that Subcontractor agrees that Subcontractor employees will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Subcontractor's organization directly concerned with the performance of the Subcontract.

Subcontractor agrees, if requested by Prime Contractor, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Subcontractor under this Subcontract, and to supply a copy of such agreement to Prime Contractor. From time to time upon request of Prime Contractor, the Subcontractor shall supply Prime Contractor with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which Subcontractor received such information.

Subcontractor agrees that upon request by Prime Contractor it will execute an agreement, substantially similar to the language set forth herein above, with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by Prime Contractor such an agreement shall also be signed by Subcontractor personnel.

21. RELEASE OF INFORMATION - Subcontractor shall not disclose any information, data, or facts pertaining to this Subcontract or any Task Order issued hereunder to any person, entity, agency, firm (private or public) or the press without the prior written consent of the Prime Contractor. Such consent shall not be unreasonably withheld. However, Subcontractor shall not be precluded from revealing the contents of this Subcontract or Task Order to the Client upon request, nor shall it be precluded from disclosing the existence of this Subcontract or any Task Order issued hereunder.

The restrictions of this paragraph shall continue in effect for five (5) years upon completion or termination of this Subcontract and any Task Order issued hereunder.

22. CLASSIFIED INFORMATION - Access to classified information may be required in the performance of this Subcontract. For such access Subcontractor shall meet the security requirements of the U.S. Government. Subcontractor agrees that all of its personnel who, pursuant to this Agreement, will have access to classified information will have an appropriate personnel security clearance and a facility clearance if required.

23. LIABILITY - Each party is solely and exclusively liable to third parties for all costs incurred by the other party and for all third-party claims or damages against the other party arising out of or based on performance of this Subcontract. Except for a party's obligations under Article 20, neither party shall be liable to the other for any damages or amounts representing loss of profits, loss of business, or indirect, special, consequential, or punitive damages of the other party, whether such damages are alleged to have resulted from breach of contract or tort, for any cause relating to or arising out of this Agreement.



24. SUBCONTRACTS - Subcontractor shall not award any lower-tier subcontracts to any other firm for the performance of all or any portion of the work covered by this Subcontract, without the prior written consent of Prime Contractor. “Subcontract” includes temporary services firms or consultants. The consent contemplated herein shall not be unreasonably withheld and is subject to Government approval.

25. SERVICES OF CONSULTANTS - Subcontractor shall not utilize the services of any person who is not a bona fide employee of the Subcontractor to perform all or any portion of the work covered by this Subcontract, without the prior written consent of Prime Contractor, unless such individual was identified in the Subcontractor’s proposal and accepted by the Prime Contractor at such time. Nothing herein shall grant either party any right to make any commitments of any kind for or on behalf of the other party without prior written consent.

26. PATENTS AND ROYALTIES - Subcontractor agrees that the estimated costs or prices, as the case may be, set forth in this Subcontract include any and all royalties and/or license fees or payments, if any, which may be or become due on the inclusion of any patented, copyrighted, or other proprietary materials, trade secrets, designs, inventions, or information in the work.

Subcontractor shall not include any such materials or items in the work without acquiring for Prime Contractor and the Client the rights to use such materials and items as contemplated by this Subcontract and/or the Prime Contract.

Subcontractor shall defend all claims for infringement of patents, copyrights, or other proprietary rights that may be brought against Prime Contractor or the Client arising out of the performance of the Subcontractor’s work or the use of the products of Subcontractor’s work by the Client or the Prime Contractor, and shall be liable to Prime Contractor or the Client for all loss, actual damages, costs and expense, as well as attorney’s fees on account thereof.

Subcontractor agrees to assign to Prime Contractor the entire right, title, and interests throughout the world in and to each invention and patentable discovery made or conceived in the course of performance of the services under this Subcontract.

27. LIABILITY AND INDEMNITY - Each party agrees to indemnify and hold the other party harmless from all damages and liability as a result of a party’s action and/or a party’s personnel action arising out of, or in connection with the performance or non-performance of this Subcontract or any Task Order issued hereunder.

28. AUDIT AND RELEASE - In addition to other provisions of this Subcontract regarding pricing, audit and/or records, Prime Contractor may, as deemed necessary, request the Client to examine such records as are directly related to the work performed and/or material furnished hereunder, and the proper charging thereof to the Subcontract. Subcontractor will make available, at Subcontractor’s facility, to the United States Government any records required to complete an audit. The Subcontractor may, at Prime Contractor's discretion, be required to provide a release for the final amount of this Subcontract within 90 days or a written request from Prime Contractor. If Subcontractor fails to timely issue a final release as requested by Prime Contractor, Prime Contractor may unilaterally issue a final release on behalf of Subcontractor which shall be binding upon Subcontractor and not appealable or reviewable.

29. NO WAIVER - Prime Contractor's acceptance of the services performed shall not constitute a waiver of any claim based upon improper or delayed services or Prime Contractor's rights and remedies conferred with respect hereto. Any and all rights and remedies conferred upon a party under this Subcontract shall be



cumulative and in addition to, and not in lieu of, rights and remedies granted by law for either party's breach of Subcontract.

The failure of the 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.

30. CLIENT APPROVAL - This Subcontract is subject to approval by the Client. Any changes required to obtain such approval shall be included by modification to the Subcontract.

31. ASSIGNMENT - Neither Party may assign or otherwise transfer this Subcontract 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.

32. INSURANCE SCHEDULE - Subcontractor shall procure at its expense and maintain for the duration of this Agreement, and ensure that any of its consultants/subcontractors used in connection with this Agreement procure and maintain, the insurance policies required below with financially responsible insurance companies, and with policy limits not less than those indicated below.

1. Workers' Compensation: Coverage for statutory obligations imposed by laws of any State in which the work is to be performed, including where applicable, coverage under the United States Longshoremen's and Harbor Workers' Act (USL&H), the Jones Act, and the Defense Base Act (DBA) as required by law. In addition, the policy shall be endorsed to waive the insurer's rights of subrogation in favor of Prime Contractor.
2. Employer's Liability: Coverage for injuries to employees not covered by workers' compensation with limits of at least \$1,000,000 each accident, \$1,000,000 each employee by disease, and \$1,000,000 policy limit by disease. In addition, the policy shall be endorsed to waive the insurer's rights of subrogation in favor of the Prime Contractor.
3. Commercial General Liability: Coverage for third party bodily injury and property damage, personal injury, products and completed operations, contractual liability, and independent contractors' liability with limits not less than \$500,000 per occurrence and \$1,000,000 in the aggregate. The Prime Contractor, its officers and employees, and Prime Contractor's customer where required by Prime's Agreement with its customer, shall be named as Additional Insured and a waiver of subrogation shall be provided in favor of the prime Contractor.
4. Business Automobile Liability: Coverage for use of all owned, non-owned, and hired vehicles with limits of not less than \$500,000 per occurrence combined single limit for bodily injury and property damage liability. The Prime Contractor, its officers and employees, and Prime Contractor's customer where required by the Prime's Prime Contract, shall be named as Additional Insured and a waiver of subrogation shall be provided in favor of Buyer.
5. All-Risk Property Insurance: Coverage to repair or replace property, including supplies covered by this Agreement, of the Prime Contractor and/or its customer which may be in the possession or control of Subcontractor. The Prime Contractor shall be named as a Loss Payee with respect to loss or damage to said property and/or supplies furnished by the Prime Contractor. Further, Subcontractor assumes the risk of loss or destruction of or damage to any of its property and its employees' property, whether owned, hired, rented, borrowed, or otherwise. Subcontractor waives and shall ensure that its employees waive all rights of recovery against the Prime Contractor and its



customer and their respective employees for any loss, destruction of or damage to any such property.

The required insurance coverage's above shall be primary and non-contributing with respect to any other insurance that may be maintained by the Prime Contractor and notwithstanding any provision contained herein, the Subcontractor, and its employees, agents, representatives, consultants, subcontractors and suppliers, are not insured by the prime Contractor, and are not covered under any policy of insurance that the Prime Contractor has obtained or has in place.

Any self-insured retentions, deductibles and exclusions in coverage in the policies required under this Article shall be assumed by, for the account of, and at the sole risk of the Subcontractor which provides the insurance and to the extent applicable shall be paid by the Subcontractor. In no event shall the liability of Subcontractor be limited to the extent of any of insurance or the minimum limits required herein.

Prior to commencement of any work, and within 15 days of any policy renewal that occurs while any work is on-going under this Agreement, Subcontractor shall provide the Prime Contractor certificates of insurance evidencing the insurance policies above, including evidence of additional insured status and waivers of subrogation where required. Buyer reserves the right to refuse to accept policies from companies with an A.M. Best Rating of less than A- VII. Subcontractor, or its insurers, shall provide 30 days advance written notice to Buyer in the event of cancellation or material modification of any policy. Failure of the Prime Contractor to demand such certificates or to identify any deficiency in the insurance provided shall not be construed as or deemed to be a waiver of Subcontractor's, or its subcontractors', obligations to maintain the above insurance coverage's.

33. DISPUTES - Subcontractor acknowledges that the Prime Contract contains a "Disputes" clause, pursuant to which Prime Contractor may pursue certain procedural remedies in the event of a dispute between Prime Contractor and the Government under the Prime Contract. Any decision of the Contracting Officer under the Prime Contract relating to this Subcontract and binding on the Prime Contractor, including a "final decision" as contemplated under FAR 33.211 ("Final Decision"), shall be conclusive and binding upon Subcontractor, and Prime Contractor shall notify Subcontractor of any such decision or Final Decision.

- a. If Prime Contractor elects to appeal any Final Decision, Subcontractor shall provide Prime Contractor with reasonable assistance, including access to Subcontractor's personnel and non-privileged information. Prime Contractor may, in its reasonable discretion, permit Subcontractor to participate in such appeal in order to protect Subcontractor's interests, provided that such participation is through and under the coordination of Prime Contractor.
- b. If Prime Contractor elects not to appeal such a Final Decision, Prime Contractor will notify Subcontractor. If, within (15) fifteen days of receiving such notice, Subcontractor notifies Prime Contractor that it wishes to appeal the Final Decision, Prime Contractor may, in its reasonable discretion, grant Subcontractor the right to appeal the Final decision in the name of Prime Contractor under the Disputes Clause of the Prime Contract. Any such appeal by Subcontractor shall be at its sole expense, and Subcontractor shall be solely responsible for the prosecution of such appeal. Further, Subcontractor shall be solely responsible for providing all certifications that may be required under the Disputes Clause and applicable laws and regulations. Subcontractor will indemnify and hold Prime Contractor harmless from any breach of its obligations hereunder. Subcontractor shall keep Prime Contractor reasonably apprised of progress in any such appeal, and shall give Prime Contractor copies of any non-privileged pleadings and correspondence in such appeal. Prime Contractor shall render reasonable assistance to Subcontractor in its appeal, by way of making its personnel available and by providing non-privileged documents and information as requested, subject to reasonable



reimbursement by Subcontractor for costs and expenses therefor. Subcontractor agrees that its remedies in such an appeal (including the measure of damages or equitable adjustment and interest) shall be determined by, and be no greater than, the remedies that could have been granted to Prime Contractor.

- c. If Subcontractor elects to appeal a Final Decision, then Subcontractor gives up any Arbitration claim under Section 34 below, arising out of or related to the same circumstances or facts that it may have against Prime Contractor.

34. ARBITRATION - In the event of a dispute arising under this Agreement which cannot be settled within thirty (30) calendar days from the date that either party is informed by the other party in writing that such dispute or disagreement exists, said dispute shall be settled by binding arbitration in accordance with the following procedures if formal remedies under this Article have not been initiated.

1. **Initiation - Selection of Arbitrator.** Either party may initiate an arbitration proceeding by the filing of a demand for arbitration with the American Arbitration Association. A panel of one (1) arbitrator shall be selected to hear and resolve the controversy in accordance with the procedures set forth in the then current Commercial Arbitration Rules of the American Arbitration Association (the "Rules"); provided, however, that if either party fails to agree upon an arbitrator within thirty (30) days after the arbitration is initiated, the American Arbitration Association shall select an arbitrator. Any arbitrator selected shall not be an employee of, consultant for, or otherwise associated with either party.
2. **Hearings -** Unless an oral hearing is waived in writing by both parties, the arbitrator shall hold a hearing on the issue to be arbitrated. Such hearings shall be held in the Commonwealth of Virginia, at such time and place as the arbitrator shall determine. Except as provided herein, the arbitrator shall provide the opportunity to each party to be present, to be fully heard, by counsel or otherwise, and to cross-examine.
3. **Absent Party -** The parties expressly agree that any arbitration hereunder may not proceed in the absence of any party who, after due notice, fails to be present at such arbitration or to obtain an adjournment thereof, and that, in such event, an award may be made based solely upon the evidence submitted by the party who is present.
4. **Binding Effect -** The parties expressly agree that the determination made in writing and signed by the arbitrator shall be final, binding, and conclusive on the parties and enforceable in any court of competent jurisdiction. Such determination shall be made within thirty (30) days (or such longer period as in the opinion of the arbitrator may be necessary) after any hearings have been completed and any time allowed for the filing of briefs has elapsed. A signed copy of such determination shall be delivered to each of the parties.
5. **Decision of Arbitrator -** In making any determination, the arbitrator shall apply the pertinent provisions of this Subcontract without departure there from in any respect. The arbitrator shall not have the power to add to or modify any of the provisions of this Subcontract provided, however, that this provision shall not prevent, in any appropriate case, the interpretation and construction by the arbitrator of the applicable provisions of this Subcontract to the extent necessary to apply such provisions to the issue in dispute.
6. **Costs and Expenses -** Each party shall be responsible for paying all costs and expenses of the arbitrator.



7. Governing Law and Rules - Except as the Rules may be contrary to or differ from the provisions of this clause, each arbitration hereunder shall be governed by the Subcontract clause, the prevailing Client regulations and pertinent provisions of law as set forth in Section 37 herein.

35. DEFAULT - The Prime Contractor may terminate performance of work under this Subcontract in whole or part if the Subcontractor defaults in performance of this Subcontract. "Default" in performance of this Subcontract shall include, but is not limited to: (1) failure to fulfill any obligation of this Subcontract or of the Prime Contract concerning the Subcontractor's work or responsibilities, and failure to cure within ten (10) business days of receipt of written notice of Default; or (2) failure to comply with applicable Federal, State and Local laws and rules and regulations issued pursuant thereto. Subcontractor shall not be entitled to any anticipatory profits, liquidated damages, or any costs over and beyond those associated with services and invoices accepted by the Prime Contractor.

If Subcontractor defaults in performance of this Subcontract, Prime Contractor may terminate the Subcontractor's performance by written notification, or immediately upon the written request of the Client.

36. TERMINATION - In addition to any rights Prime Contractor has for breach of this Subcontract, Prime Contractor shall also have the right, whether Subcontractor is in default or not, to terminate work under this Subcontract, in whole or in part, at any time by written notice to Subcontractor.

1. In addition to the above events of termination, each party has the right to terminate this Agreement if the other party is in default of any material obligation 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; or
- (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; or
- (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; or
- (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; or
- (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; or
- (g) makes an assignment or attempted assignment for the benefit of one, some, or all of its creditors; or
- (h) takes any steps toward cessation of its business, or a substantial portion thereof, or cessation of its corporate existence; or



- (i) takes any corporate action in furtherance of any of the foregoing; or
- (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; or
- (k) has any governmental authority or other third party seize, expropriate or confiscate all or a substantial part of its property or assets;
- (l) shall be in material breach of 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.

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

2. Upon receipt of a Notice of Termination and except as otherwise directed by the Prime Contractor, the Subcontractor shall:
 - (a) Stop work under the Subcontract on the date and to the extent specified in the Notice of Termination;
 - (b) Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portions of the work under the Subcontract as may not be terminated;
 - (c) Terminate all orders and subcontracts to the extent that they relate to the performance of any work terminated by the Notice of Termination;
 - (d) Assign to the Prime Contractor, in the manner, and to the extent directed by the Prime Contractor all of the rights, titles, and interests of the Subcontractor under the orders or subcontracts so terminated;
 - (e) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts subject to the approval or ratification of the client to the extent it may require, which approval or ratification shall be final or the purposes of this clause;
 - (f) Transfer title and deliver in the manner, to the extent, and at the time directed by the Prime Contractor (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as part of, or acquired in connection with the performance of the work terminated by the Notice of Termination, and (ii) the completed or partially completed plans, drawings, information, and other property which, if the Subcontract had been completed, would be required to be furnished to the Prime Contractor;
 - (g) Use its best efforts to sell or otherwise dispose of, in the manner, to the extent, at the time, and at the price or prices directed or authorized by the Prime Contractor any property purchased or leased pursuant to this Subcontract, provided, however, that the Subcontractor (i) shall not be required to extend credit to any purchaser, and (ii) may require any such property under the conditions prescribed by and at a price approved by the Prime Contractor, and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Prime Contractor to the Subcontractor under this contract, or shall otherwise be credited to the price or cost of the work covered by this contract, or paid in such other manner as the Prime Contractor may direct;



- (h) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and
- (i) Take such action as may be necessary or as the preservation of the property related to this subcontract that is in the possession of the Subcontractor and in which the Prime Contractor or the Client has an interest.

After receipt of a Notice of Termination, the Subcontractor shall submit to the Prime Contractor its termination claim, in the form and with the certification prescribed by the Prime Contractor, not later than thirty (30) days from the effective date of termination unless otherwise directed by an authorized representative of Prime Contractor.

In the event of such termination, Prime Contractor shall pay Subcontractor the sum of the aggregate price for completed and accepted supplies or services accepted by the Prime Contractor computed in accordance with the price or prices specified in the Subcontract. The total sum shall not exceed the Subcontract price reduced by the amount of payments otherwise made and as further reduced by the Subcontract price of work not terminated. Subcontractor shall not be entitled to anticipated profits on unaccepted portions of the work. If payments otherwise made to Subcontractor exceed the amount determined to be due Subcontractor under this paragraph, Subcontractor shall repay the excess to Prime Contractor upon demand with interest for the period from the date the excess payment is received by the Subcontractor to the date the excess is repaid.

37. GOVERNING LAW AND SEVERABILITY - The Subcontract shall be governed by, subject to and construed according to the laws of the Commonwealth of Virginia, without regard to its law of conflicts of law. Subcontractor shall comply with all applicable Federal, State, and local laws, and rulings, regulations and orders pertaining thereto in effect on the date of this Subcontract as may be amended hereafter during the period of this Subcontract or extension thereto.

38. EXPORT CONTROL COMPLIANCE FOR FOREIGN PERSONS - The subject technology of this Subcontract (together including data, services, and hardware provided hereunder) may be controlled for export purposes under the International Traffic in Arms Regulations (ITAR) controlled by the U.S. Department of State or the Export Administration Regulations (“EAR”) controlled by the U.S. Department of Commerce. ITAR controlled technology may not be exported without prior written authorization and certain EAR technology requires a prior license depending upon its categorization, destination, end-user and end-use. Exports or re-exports of any U.S. technology to any destination under U.S. sanction or embargo are forbidden.

Access to certain technology (“Controlled Technology”) by Foreign Persons (working legally in the U.S.), as defined below, may require an export license if the Controlled Technology would require a license prior to delivery to the Foreign Person’s country of origin. Subcontractor is bound by U.S. export statutes and regulations and shall comply with all U.S. export laws. Subcontractor shall have full responsibility for obtaining any export licenses or authorization required to fulfill its obligations under this Subcontract.

Subcontractor hereby certifies that all Subcontractor employees who have access to the Controlled Technology are U.S. citizens, have permanent U.S. residency or have been granted political asylum or refugee status in accordance with 8 U.S.C. 1324b(a)(3). Any non-citizens who do not meet one of these criteria are “Foreign Persons” within the meaning of this clause but have been authorized under export licenses to perform their work hereunder.



39. NON-SOLICITATION- During the term of this Agreement and for 180 days thereafter, neither party will solicit and/or hire directly or indirectly personnel of the other party for the purpose of inducing them to join their employ, without prior written consent of the other party. However, in the event that Subcontractor defaults on any of its performance obligations under this Agreement, neither Prime nor Subcontractor’s Program employees shall be bound by the restrictions herein, nor by any related restrictions contained in any employment agreements, as applicable. This provision does not prohibit the placement of help wanted advertisements in newspapers or other trade publications, or use of the party’s website.

40. PRIME CONTRACT REQUIREMENTS APPLICABLE - Notwithstanding any other provision to the contrary in the Subcontractor’s proposal or other submission heretofore provided to Prime Contractor or any other third party by Subcontractor, all work and/or deliverable items shall be produced and performed strictly in accordance with the Prime Contract. The Subcontractor shall take all reasonable and necessary steps to enable Prime Contractor to comply with the Prime Contract in connection with the Subcontractor’s scope of work issued hereunder.

41. FLOW-DOWN PROVISIONS - The provisions of the Prime Contract, subject to substitution of definitional terms as set forth below, listed in Exhibit A are incorporated herein by reference and made a part hereof, with the same force and effect as if set forth in full. However, all Applicable and Required provisions/clauses set forth in FAR 52.301 automatically flow down to all Task Orders, based on their specific contract type, statement of work, and dollar value.

For Department of Defense (DoD) Task Orders issued under this Sub Contract, provisions and clauses from the DoD FAR Supplement (DFARS) have been incorporated into the Subcontract DoD Required Provisions and Clauses. If applicable, these will flow down to the Task Order level.

Wherever appropriate, the following changes shall be made to the clauses incorporated by reference:

1. The term "Prime Contractor" shall mean "Subcontractor"
2. The term "Government" shall mean "Prime Contractor"
3. The term "Contracting Officer" shall mean "Prime Contractor President"
4. The term "Subcontractor" shall mean "Lower Tier Subcontractor"
5. The term "Contracting Officer's Representative" shall mean "Prime Contractor Technical Representative"
6. The term "Contracting Specialist" shall mean "Prime Contractor President"

All clauses hereby incorporated by reference may be found in Part 52 of the Federal Acquisition Regulations (FAR). Copies of the FAR may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

Enterprise Information Services, Inc. agrees to include the FAR Clause 52.219-8, “Utilization of Small Business Concerns” in all subcontracts that offer further subcontracting opportunities, and will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$700,000 (\$1,500,000 for construction) to adopt a plan that complies with the requirements of the clause at 52.219-9, Small Business Subcontracting Plan.

42. WARRANTY - Subcontractor warrants to Prime Contractor that the services performed pursuant to this Subcontract shall be performed competently and in accordance with the Agreement’s or Task Order’s Statement of Work requirements and the standard of care usually and reasonably expected in the performance of such services. Subcontractor also represents and warrants (1) that all goods and services delivered pursuant hereto will be new, unless otherwise specified, and free from defects in material and



workmanship; (2) that all goods and services will conform to applicable specifications, drawings, and standards of quality and performance, and that all items will be free from defects in design and suitable for their intended purpose; (3) that the goods covered by this order are fit and safe for consumer use, if so intended. All representations and warranties of Subcontractor together with its service warranties and guarantees, if any, shall run to the Prime Contractor and its customers. The foregoing warranties shall survive any delivery, inspection, acceptance, or payment by the Prime Contractor. Goods and Services which do not conform to the Subcontract shall be corrected by Subcontractor at no additional cost. If the Subcontractor fails to proceed with reasonable promptness to perform required replacement or correction, the Prime Contractor may terminate the subcontract for default.

43. NONCOMPETE - During the term of this Subcontract, Subcontractor shall not in any manner participate in or undertake efforts that are competitive to this Subcontract or the Program, either as a prime contractor, or subcontractor to any 3rd party.

44. 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 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.

45. INDEPENDENT CONTRACTOR - Subcontractor, acting as an independent contractor and not as an agent for Prime Contractor, shall furnish the personnel and services set forth in this Subcontract, and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Subcontract for the consideration stated herein. Subcontractor shall have no right, power or authority to create any obligation, express or implied, on behalf of Prime Contractor and/or the Government. The rights and obligations of the parties to this Subcontract shall be subject to and governed by this Subcontract, the applicable terms and conditions of the Prime Contract, other prevailing Government regulations, and pertinent provisions of law. To the extent of any inconsistency between the Subcontract and Government regulations or any pertinent provisions of law which are made part of the Subcontract by reference or otherwise, the Government regulation or law shall control.

46. ORDER OF PRECEDENCE - To the extent of any inconsistency between the Subcontract and references incorporated herein or otherwise, the following order of precedence shall apply in descending order:

1. Subcontract
2. Task Order
3. All other Exhibits

47. UNENFORCABILITY - The invalidity or unenforceability of any provision of this Subcontract shall not affect or limit the validity or enforceability of its remaining provisions. In case any one or more provisions of this Subcontract shall for any reason be held to be invalid or unenforceable in any respect, such invalid, illegal, or unenforceable provisions shall be renegotiated by the parties so that it will be valid and enforceable to the maximum extent permitted by law.



48. FAILURE TO ENFORCE - No waiver or failure by either party to enforce any provision of this Subcontract in any one or more instances shall be deemed a waiver by that party of any other provision hereof or a waiver by either party of its rights under such provision in any other instance.

49. SUPERSEDING EFFECT - This Subcontract constitutes the entire Agreement between the parties and supersedes any and all prior conditions, commitments, and agreements, either oral or written relating to the subject matter hereof. No modifications to this Agreement, other than those set forth herein above, may be made without the consent in writing of the parties hereto.

50. EXCLUSIVITY - Both Parties agree that the Subcontractor has an exclusive relationship with the Prime under this ALLIANT 2 Subcontract Agreement for any awarded or proposed Task Orders. Since this Agreement, 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 or respond to Task Order Solicitations, independently or in conjunction with any other Party, during the term of this Agreement. 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.

51. WORKSHARE - Workshare will be determined on a Task Order by Task Order basis and all Parties will sign a memo of Understanding (MOU) for each Task Order.

IN WITNESS WHEREOF, the parties, through duly authorized officials, do execute this Subcontract Agreement effective as of the day and year indicated on the first page.

ENTERPRISE INFORMATION SERVICES, INC.

SUBCONTRACTOR

Name: Vinod Goyal
Title: President

Name: _____
Title: _____



EXHIBIT A – ALLIANT 2 MASTER CONTRACT FLOWDOWN CLAUSES

See Attachment J-1 for Contract Flow down Clauses.



EXHIBIT B – SUBCONTRACTOR CEILING RATES

To be provided upon execution of this Subcontract Agreement.