

Customer Contract Requirements

Customer Contract 18-C-0121

FARs:

52.211-5 Material Requirements (AUG 2000)

52.215-16 Facilities Capital Cost Of Money (JUN 2003) (Applies only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and SELLER proposed facilities capital cost of money in its offer.)

52.215-17 Waiver Of Facilities Capital Cost Of Money (OCT 1997) (Applies only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and SELLER did not propose facilities capital cost of money in its offer.)

52.229-3 Federal, State, And Local Taxes (Feb 2013) (Applies if this clause is included in L3's Prime Contract under which this Contract is authorized. SELLER's right to relief under this clause is limited to the same relief to which L3 is entitled and actually receives under its Prime Contract.)

52.229-6 Taxes - Foreign Fixed Price Contracts (Feb 2013) (Applies if this clause is included in L3's Prime Contract under which this Contract is authorized. SELLER's right to relief under this clause is limited to the same relief to which L3 is entitled and actually receives under its Prime Contract.)

52.224-1 Privacy Act Notification (APR 1984) (Applies if Seller will be required to design, develop, or operate a system of records on individuals required to accomplish an agency function.) Seller will not design, development or operation of a system of records on individuals required to accomplish an agency function.

52.232-16 Progress Payments (APR 2012) (Applies if Seller shall receive progress payments during the performance of this Contract. "Contracting Officer" means "L3" except in paragraph (g) where it means "L3 or Contracting Officer." "Government" means "L3" except: (1) in paragraphs (d), (e) and (j)(5) where the term is unchanged and (2) in paragraphs (g) and (i) where it means "L3 and the Government." Seller will not receive progress payments under this Contract; therefore this clause is inapplicable.

52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013) (Applies if software or services will be transferred to the Government.)

52.233-3 PROTEST AFTER AWARD (AUG 1996) (In the event L3's customer has directed L3 to stop performance of the Work under the Prime Contract under which this Contract is issued pursuant to FAR 33.1, L3 may, by written order to SELLER, direct SELLER to stop performance of the Work called for by this Contract. Note 1 applies except the first time "Government" appears in paragraph (f). In paragraph (f) add after "33.104(h) (1)" the following: "and recovers those costs from L3".)

52.242-13 Bankruptcy (JUL 1995)

52.243-1 ALT V Changes-Fixed-Price-Alternate V (APR 1984) (Applies if this is fixed price research and development type contract.)

52.244-5 Competition In Subcontracting (DEC 1996)

52.246-7 Inspection of Research and Development Fixed-Price (AUG 1996) (Applies if this is a fixed price research and development type contract. "Government" means "L3 and the Government" in paragraphs (a), (b) and (c). "Government" means "L3" in paragraphs (d), (e), and (t). "Contracting Officer" means "L3.")

52.249-9 Default (Fixed-Price Research and Development) (APR 1984) (Applies if this is a fixed price research and development type contract. "Government" and "Contracting Officer" means "L3" except in paragraph (c) where the term "Government" is unchanged.)

DFARS:

252.204-7010 Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S.-International Atomic Energy Agency Additional Protocol (JAN 2009) (Applies if this Contract is subject to the provisions of the U.S. International Atomic Energy Agency Additional Protocol.)

252.209-7010 Critical Safety Items (AUG 2011) (Applies if critical safety items are furnished by Seller during the performance of this Contract.)

252.215-7008 Only One Offer (JUL 2019) (Applies to SELLER's offers submitted with respect to this Contract. Applies if this subcontract exceeds the simplified acquisition threshold.)

252.215-7010 Requirements For Certified Cost Or Pricing Data And Data Other Than Certified Cost Or Pricing Data (JUL 2019) (Applies to SELLER's offers submitted with respect to this Contract. This clause applies in lieu of FAR 52.215-20. Contracting Officer means "L3", except for in paragraph (b)(2). Paragraph (b)(1)(ii)(E) is deleted.)

252.234-7003 Notice of Cost and Software Data Reporting System (NOV 2014) (Applies if this Contract exceeds \$50 Million.)

252.234-7003 Notice of Cost and Software Data Reporting System (NOV 2014) (Applies if this Contract exceeds \$50 Million.)

252.243-7002 Requests for Equitable Adjustment (DEC 2012) (Applies if this Contract exceeds the simplified acquisition threshold. "Government" means "L3").

FARs and DFARS in Full Text:

1. FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Applicable to solicitations and contracts exceeding the threshold specified in FAR 3.808 on the date of Contract award.)

(a) Definitions. As used in this provision--

"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8).

The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. SELLER hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, SELLER shall complete and submit, with its offer, to LOCKHEED MARTIN OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. SELLER need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

2. FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

(a)(1) SELLER certifies, to the best of its knowledge and belief, that--

(i) SELLER and/or any of its Principals--

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(ii) SELLER has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(D) Have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment; and similar positions).

(b) SELLER shall provide immediate written notice to LOCKHEED MARTIN if, at any time prior to contract award, SELLER learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that SELLER knowingly rendered an erroneous certification, in addition to other remedies available, LOCKHEED MARTIN may terminate this contract for default.

3. FAR 52.222-22 Previous Contracts and Compliance Reports

(a) SELLER represents that if SELLER has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26): (1) SELLER has filed all required compliance reports and (2) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(b) Paragraph (a) applies only to the extent (1) SELLER performs work in the United States, or (2) recruits employees in the United States to Work on this Contract.

4. FAR 52.222-25 Affirmative Action Compliance

(a) SELLER represents: (1) that SELLER has developed and has on file at each establishment, Affirmative Action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (2) that in the event such a program does not presently exist, SELLER will develop and place in operation such a written Affirmative Action Compliance Program within one-hundred twenty (120) days from the award of this Contract.

(b) Paragraph (a) applies only to the extent (1) SELLER performs work in the United States, or (2) recruits employees in the United States to Work on this Contract.

Special Clauses:

H002 Advanced Procurement (August 2017) Applies only if advance procurement (AP) CLINs are included in the purchase order with Seller

a. The purpose of the advance procurement (AP) option CLINs initiated with advance procurement funding, it's to protect the corresponding delivery schedules to the limit funding is available and allotted to the contract.

b. In the event the Government elects not to move forward with CLINs, the Contractor shall prepare a detailed report listing all the materials and documents generated under or acquired under corresponding CLINs, together with supporting cost and pricing data, the parties shall negotiate the amount to be paid which shall not in any event exceed the price of the CLINs.

c. Title to all such work in process and other materials and documents acquired shall vest in the Government in the event of termination. Such work in process and other materials and documents shall be delivered or disposed of in accordance with instructions from the Contracting office or designated representative.

H003 Associate Contractor Agreements (August 2017) (Applies only if a requirement for Associate

Contractor Agreements (ACAs) is identified and included in a mutually agreed to purchase order with Seller.)

a. The contractor shall enter into Associate Contractor Agreements (ACAs) to facilitate the generation and exchange of necessary data, including proprietary information, to successfully complete the contract requirements, including options. The agreements shall include the basis for sharing information data, technical knowledge, expertise, and resources.

b. This contract includes all costs required for the contractor to manage and exchange information between the associate contractors. Costs specifically excluded from this clause are all costs to be incurred by the associate contractors listed under paragraph (e) below in support of establishing, managing and exchanging information under the ACA. ACAs shall include the following general information:

Identify the associate contractors and their relationships.

1. Identify the program involved and the relevant Government contracts of the associate contractors
2. Describe the associate contractor interfaces by general subject matter
3. Specify the categories of information to be exchanged or support to be provided
4. Include the expiration date (or event) of the ACA.
5. Identify potential conflicts between relevant Government contracts and the ACA; include Agreements on protecting proprietary data and restrictions on employees
 - c. A final copy of such agreement shall be provided to the Procuring Contracting Officer (PCO) for documentation purposes only. Provide a copy of their signed Non-Disclosure Agreement to the PCO. Review of ACAs by the PCO does not change or waive the contractual obligations of any ACA party under this or any other contract. All ACAs shall be executed within six (6) months after contract award.
 - d. The government is not a party to the ACAs. Therefore the contractor shall assume total responsibility for executing and administering these agreements. The contractor is not relieved of any contract requirements because of a failure to resolve a disagreement with an associated contractor. Liability for the improper disclosure of any proprietary data pursuant to an agreement shall rest with the parties to the agreement and not the Government.
 - e. The ACAs necessary to support performance of this contract shall be provided by the Supplier for inclusion in the Purchase Order and Prime Contract no later than 30 days after execution.

H004 Change Proposal Requirements (August 2017)

- a. All Engineering Change Proposals (ECPs) and Contract Change Proposals (CCPs) which exceed the Truthful Cost or Pricing Data (10 U.S.C. 2306a and 41 U.S.C. chapter 35) threshold set forth at FAR 15.403-4, shall be submitted in accordance with the contract as well as FAR and DFAR. The Contracting Officer may at any time, in writing, request the Contractor to prepare and submit an ECP or CCP.
- b. When the contractor submits an ECP/CCP, it shall be in accordance with and contain the information required by the FAR, DFARS, Statement of Work, and Contractual Requirements of this contract.
- c. In all instances, changes shall be identified far enough in advance to be able to negotiate and process contract modifications on a pre-prices basis. Accordingly, the Contractor's proposal shall be submitted on a firm basis with appropriate cost or pricing data, within 30 days of request, unless the requirement is considered "urgent" in which case the proposal will be submitted within 14 days of receipt of the Contracting Officer's request for proposal letter.
- d. An engineering change shall be classified as either Class I or II, as defined below. Classification disagreements shall be referred to the Contracting Officer for final decision.
 1. Class I: A Class I ECP affects safety, significantly alters end use form, fit, function, or interface, or significantly impacts any of the following requirements
 - i. Performance
 - ii. Reliability, maintainability, durability or survivability
 - iii. Weight, balance, moment of inertia
 - iv. Electromagnetic Characteristics

- v. Technical Requirements per the Statement of Work
 - vi. Impact to logistical support requirements, such as training, technical or operational manuals, spares, maintenance procedures or equipment, etc.
 - vii. Cost
 - viii. Re-qualification of an item
 - ix. Need to retrofit existing items
 - x. Schedule
2. Class II: A Class II ECP does not meet the definition of Class I.
- e. Specific additional information which must be contained in each change includes:
- 1. Separate unit price adjustments by item shall be provided for each Line Item of the basic contract as necessary
 - 2. The Contractor shall submit cost or pricing data in accordance with Table 15-2 of FAR 15.408 for all proposals in excess of the Truthful Cost or Pricing Data Threshold (\$750K).
- f. All Change Proposals shall remain valid for a period of not less than one hundred twenty (120) days from the date of submission to the Government, unless a different period is specific in the Government's request for proposal.
- g. The Contractor shall accomplish any data changes and data deliveries associated with Class II changes at no increase in contract price. Production cut-in of Class II changes shall also be accomplished at no increase in contract price.
- h. For Change Proposals which include subcontracts/ interdivisional transfers that are subject to a FAR 15.403-1 exception to submission of cost or pricing data, the Contractor shall submit sales data and/or information other than cost or pricing data considered necessary by the Contracting Officer to be adequate to determine a fair and reasonable price.
- 1. As a general rule, unsolicited Class I ECPs are discouraged.

H005 Commercial Computer Software License Agreement (August 2017)

a. The Contractor shall acquire the commercial computer software under the licenses provided to the public, except to the extent that the licenses are inconsistent with Federal procurement laws (see DFARS 227.7202-1 (a)) or do not otherwise satisfy user needs. The Contractor shall deliver a list of all commercial computer software licenses which will be incorporated into the contract as an attachment.

The Contractor shall insure that:

- 1. The licenses are legally transferable to the Government
- 2. All the rights under the licenses will fully inure to the benefit of and be transferred to the Government.
- 3. The licenses comply with rights of DFARS 227.7202-1(a) and those generally prescribed in the Attachment (I) Software License Agreement Ground Rules and Assumptions.

b. The Contractor shall provide copies of the license agreement within 90 calendar days of license purchase or at least 90 calendar days prior to delivery, whichever occurs first.

H006 Commercial Warranties (August 2017)

a. The Contractor shall invoke all commercial warranties provided by the Subcontractors (including suppliers and vendors) at any tier. The Contractor shall deliver a list of all

provided warranties, to include scope, duration and period of coverage provided by the commercial warranties, which will be incorporated into this contract as an attachment . . . The Contractor shall ensure that:

1. The warranties are legally transferable to the Government
 2. All the rights under the warranties will fully inure to the benefit of and be transferred to the Government.
- b. The Contractor shall provide copies of the warranties within 90 calendar days of license purchase or at least 90 calendar days prior to delivery of warranted item to the Contractor or Subcontractor, whichever occurs first.

H008 Options and Variation in Quantity Matrix (August 2017) Not applicable unless purchase order with Seller contains mutually agreed to Options and Variation in Quantity Matrix

a. The Government has the unilateral right to exercise : Options and Variation in Quantity Matrix pursuant

to FAR 52.217-07 .In the event an option is unexercised the affected sections of the contract, e.g. Section

B, Section F, Section G, will be updated.

b. Redacted

c. Variation in Quantity: Where variable quantities are indicated in the Contracts Options and Variation in Quantity Matrix, The Government has the unilateral right to exercise options at any quantity within the ranges shown. The ordered quantity for each option CLIN will be set forth in the contract modification exercising that option. The Government's choice of a particular option quantity on a given CLIN does not establish a precedent or obligation with respect to future option quantities. Spares and Repair Parts option quantities will be as set forth in paragraph (d) of this Clause.

d. Options: the initial option periods shall be any time between the corresponding CLIN option exercise date and the subsequent CLIN option exercise date. A SubCLIN will be established with funding, setting forth specific items being purchased under this CLIN. In the event an option is exercised, the affected section of the contract will be updated to implement the option provisions.

H009 Review of Proprietary Data, Computer Software, and Computer Software Documentation (August 2017)

a. The Contractor hereby grants its permission to disclose and release any data, computer, software, and computer software documentation, submitted hereunder to Advisory & Assistance Service (A&AS) contractors (also referred to as support contractors) retained by the Government; provided that such A&AS contractors enter into Non-Disclosure Agreements with the contractor and provided that such A&AS contractors shall be prohibited from further releasing, disclosing, or otherwise using such data, computer software, and computer software documentation. The Contractor shall include this clause in all subcontracts calling for data, computer software, and computer software documentation, with the exception of subcontracts for commercial items. The Contractor will provide a copy of the Non-Disclosure Agreements they have with each A&AS subcontractor to the Contracting Officer. The Government A&AS contractors are identified as follows:

- Chenega Corporation
- Booze Allen Hamilton
- Integrity Applications Incorporated
- Leidos Company
- ManTech Corporation
- Modem Technology Solutions (MTS!)
- T. Bear Larson and Associates, Inc.
- Mercury Solutions, IncSerco

HO10 Taskable Engineering and Change Proposal Requirements (August 2017)

Applies only if taskable engineering and change proposal requirements are included in the Seller SOW and fixed hourly rates are negotiated and included in the purchase order with Seller.

- a. In accordance with the Statement of Work (SOW), when funded and directed by the Contracting Officer (CO), the contractor shall provide taskable engineering and change proposal requirements.
- b. Upon identification of the need for a specific taskable engineering or change proposal requirement, the CO will provide the contractor with a description of the required taskable engineering or change proposal requirements or statement of objectives and request the contractor generate a proposed SOW and a proposed completion date for the requirement and, if different, a proposed delivery date for the final report. Specific reporting requirements will be identified in the task SOW.
- c. Within 5 working days of receiving the CO's request for proposal based on the agreed-to-SOW and completion date, the contractor shall submit its firm-fixed-price (FFP) proposal to perform the effort. FFP proposals shall be based upon the total proposed hours required, multiplied by the fixed hourly rates set forth below. The CO will notify the contractor of the assigned DLIN and CDRL for each request. Performance shall not begin until a contract modification authorizing the effort is awarded. Upon completion of each taskable engineering or change proposal requirement and submittal of the final report, the contractor shall submit interim DD250 for payment of each effort.
- d. The contractor shall maintain status of all open tasks, with hours authorized, original completion date and expected completion date. This status shall be reported to the Government in conjunction with required financial reports.
- e. Fixed Hourly rates, fully loaded including profit, are set forth below. Each rate applies to the entirety of a proposal awarded under a given rate, regardless of the period of performance of that particular proposal. Contractors are expected to complete each task within the negotiated hours. Any changes to the number of hours for each task must be approved by the Contracting Officer.
- f. See Contract for Rate Table.

HO11 Use of Government Owned Facilities (August 2017) Applies if Seller will perform work using Government facilities or GFP listed below.

- a. The parties recognize that the Contractor may use Government facilities, which are considered Government Furnished Property (GFP) for purpose of this contract, pursuant to the contract Government Furnished Property (GFP in the performance of this contract:

Item# Nomenclature Quantity Need Date (MARO)
Requested (Start & End)

- b. If any change in the availability of no-cost leased facilities due to loss, destruction, or damage, or any change in their terms and conditions of the facilities leases identified in this clause, or any successor lease, causes an increase or decrease in the cost of, or the time required for, (or both), performance of any part of the work under this contract, the Contractor or the Government may be entitled to an equitable adjustment under this contract (including, but not limited to, the Changes clause, Government Property Clause, and Excusable Delay Clause).
- c. Notwithstanding the above, the parties agree that the Contractor shall not be entitled to an adjustment if the Contractor is liable, under any applicable lease provision for loss, destruction or damage that renders the facilities unavailable.
- d. Changes in rental chargers under the lease may be prospectively recovered only by the rate changes through the forward pricing rate process, to the extent permitted by other clauses of this contract.
- e. This language does not create rights for either party that are not already stated in this contract or the facilities leases, but is intended to permit an adjustment under this contract as a result of an occurrence under one or more of the facilities leases as set forth above.

H012 E Uminadon of Use of Class I Ozone Depleting Substances (ODS) (NOV 2012)

(a) Contractors shall not:

- (1) Provide any service or product with any specification, standard, drawing, or other document that requires the use of a Class I ODS in the test, operation, or maintenance of any system, subsystem, item, component, or process; or
- (2) Provide any specification, standard, drawing, or other document that establishes a test, operation, or maintenance requirement that can only be met by use of a Class I ODS as part of this contract/order. [Note: This prohibition does not apply to manufacturing.]

H013 Health and Safety on Government Installations. (NOV 2012) Applies if Seller will perform work on a Government installation.)

(a) In performing work under this contract on a Government installation, the contractor shall:

- (1) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and
 - (2) Take such additional immediate precautions L3 may reasonably require for health and safety purposes.
- (b) L3 may, by written order, direct health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.
- (c) Any violation of these health and safety rules and requirements, unless promptly corrected as directed by L3, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

H014 Contractor Access to Government Installations (NOV 2012) (Applies if Seller will perform work under this contract on a government installation. "Contracting Officer" means "L3")

(a) The contractor shall obtain identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Government installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, and valid vehicle insurance certificate to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required

identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) Upon completion or termination of the contract or expiration of the identification passes, the prime

contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(e) Failure to comply with these requirements may result in withholding of final payment.

H015 Common Access Cards (CAC) for Contractor Personnel (NOV 2012) (Applies if Seller will perform work on a Government installation. All communication with the government required by this clause shall be conducted through L3.)

(a) The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Government installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or Security Forces for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, and valid vehicle insurance certificate to obtain a vehicle pass.

- (c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.
- (d) Failure to comply with these requirements may result in withholding of final payment.

H016 Ombudsman (Jun 2016)

- (a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.
- (b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes.
- (c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman. Concerns, issues, disagreements, and recommendations that cannot be resolved at the ombudsman level, may be elevated.
- (d) The ombudsman has no authority to render a decision that binds the Government.
- (e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

HOI 7 Notification of Government Security Activity and Visitor Group Security Agreements (Oct

2017) (Applies only if Seller performance is required at a government location in the U.S. or overseas.)

This contract contains a DD Form 254, DOD Contract Security Classification Specification, and requires performance at a government location in the U.S. or overseas. Prior to beginning operations involving classified information on an installation identified on the DD Form 254, the contractor shall take the following actions:

- (a) At least thirty days prior to beginning operations, notify the Information Protection Office shown in the distribution block of the DD Form 254 as to:
- (1) The name, address, and telephone number of this contract company's representative and designated alternate in the U.S. or overseas area, as appropriate;
 - (2) The contract number and military contracting command;
 - (3) The highest classification category of defense information to which contractor employees will have access
 - (4) The date contractor operations will begin on base in the U.S. or in the overseas area;
 - (5) The estimated completion date of operations on base in the U.S. or in the overseas area; and,
 - (6) Any changes to information previously provided under this clause.

(b) Prior to beginning operations involving classified information on an installation identified on the DD Form 254, the contractor shall enter into a Visitor Group Security Agreement (or understanding) with the installation commander to ensure that the contractor's security procedures are properly integrated with those of the installation. As a minimum, the agreement shall identify the security actions that will be performed:

- (1) By the installation for the contractor, such as providing storage and classified reproduction facilities, guard services, security forms, security inspections, classified mail services, security badges, visitor control, and investigating security incidents; and
- (2) Jointly by the contractor and the installation, such as packaging and addressing classified transmittals, security checks, internal security controls, and implementing emergency procedures to protect classified material.

H018 Long Lead Limitation of Government Liability (May 1996) (Applies only if advance procurement (AP) option CLINs are included in the purchase order with Seller)

(a) In performing this contract, the contractor is not authorized to make expenditures or incur obligations exceeding the contract value.

(b) The maximum amount for which the Government shall be liable if this contract is terminated (i.e., costs already incurred and those associated with termination) is to be determined.

(c) The contractor shall notify the contracting officer in writing whenever there is reason to believe that, within the next 60 days, the costs expected to be incurred under this contract, when added to all costs previously incurred, will exceed 75 percent of the total amount allotted to the contract by the Government.

The notice shall state the estimated amount of additional funds required to continue performance for the specified schedule period, limited by the not-to-exceed contract value.

(d) Sixty days before the end of the specified schedule period, the contractor shall give notice to the contracting officer of the estimated amount of additional funds required to continue long lead contract performance, when the funds will be needed, and any agreed to extension period specified in the Schedule.