

## **Customer Contract Requirements**

Customer Contract N00383-20-G-W401

### **H01 - SUPTXT243-9400(1-92) - AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER**

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicate with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction, or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

### **H02 - SUPTXT245-9409(1-92) - FACILITIES**

(a) In the performance of all orders under this BOA, other than orders for Foreign Military Sales (FMS), the contractor is authorized to use on a rent-free and no-charge-for-use basis those facilities provided under contracts \_\_\_\_\_. In addition, on all non-FMS orders, subcontractors are authorized to use on a rent-free basis those facilities furnished to them under facilities contracts which provide for use, without charge, of government owned facilities furnished thereunder subject to the terms and conditions of such facilities contracts. On all orders (FMS and non-FMS) issued under this BOA, the contractor and/or his subcontractor(s) are also authorized to use, on a rent-free and no-charge-for-use basis, government property (i.e., tooling and test equipment), special tooling and special test equipment which is in the contractor's possession and which is not covered by a facilities contract. Such use is subject to the terms and conditions of the contract(s) under which the tooling or test equipment is held.

(b) The contractor warrants that it will not include in the prices inserted in any non-FMS order issued hereunder any factor for the rental, depreciation or amortization of such facilities, special tooling or special test equipment and warrants that its subcontract prices of subcontracts on which use of facilities, special tooling or special test equipment on a no-charge-for-use basis is authorized will also not include any factor for the rental, depreciation or amortization of such facilities, special tooling, or special test equipment.

(c) If the facilities, special tooling or special test equipment are withdrawn from the contractor or subcontractor by the government, or if permission to use on a no-charge-for-use basis is withdrawn from contractor or subcontractor at any time prior to or during the performance under any orders issued hereunder, the contractor shall immediately notify the CO, in writing, and advise the CO of the steps the contractor or subcontractor will take to replace the property withdrawn or no longer authorized for use. The price and delivery schedule of such order shall be equitably adjusted as evidenced by a Supplemental Agreement thereto. Failure to agree upon such equitable adjustment in price and delivery shall be a dispute under the disputes clause.

### **H03 - WSSTERMHZ02 - QUALITY ASSURANCE REPRESENTATIVE (QAR)**

The contractor shall provide to the Quality Assurance Representative (QAR) the following documents which will be obtained by the QAR before signing for acceptance in WAWF DD250 Receiving Report: (The QAR will validate the contract number, delivery order number, CLIN, shipping location, National Stock Numbers, Condition Code, Serial number as applicable and quantities.)

The contractor shall provide to the QAR as an attachment to the WAWF documentation and/or in print the CAV Material Movement Document (MMD) (This is also required for assets determined BR or BER). **(03-15)**

### **H04 - WSSTERMHZ10 - CONTRACT SECURITY CLASSIFICATION SPECIFICATION**

This Section and FAR 52.204- pply to an Order under this agreement only when DD Form 254 is attached hereto as part of the contract requirements, at which time FAR 52.204-2 shall be considered Incorporated by Reference in Section I Contract Clauses of this document.

The contractor shall, upon completion of final delivery hereunder, promptly so notify the Contracting Officer in writing and shall request a final military security requirements checklist (DD254). Such request shall be submitted to the Contracting Officer via the cognizant government inspector. **(10-02)**