Attachment 8 – Additional Contract Clauses

Note: The following clauses have been included in a separate attachment to include mandatory clauses. They will also be included in the final SF 1449 under Section H, Special Contract Clauses.

I. Ombudsman (DAF COMPASS PART 1)

1. 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.

2. 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 (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

3. If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman Ms. Lisa A. Gross, 510 POW/MIA Drive, Scott AFB IL 62225-5022, 618- 299-0267, lisa.gross@us.af.mil of AFICC/KM. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/FLDCOM/DRU ombudsman level, may be brought by the interested party for further consideration to the Department of the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

4. The ombudsman has no authority to render a decision that binds the agency.

5. 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.

II. ORGANIZATIONAL CONFLICT OF INTEREST (DAF COMPASS PART 9)

1. The following restrictions and definitions apply to prevent conflicting roles which may bias the Contractor's judgment or objectivity, or to preclude the Contractor from obtaining an unfair competitive advantage in concurrent or future acquisitions.
    a. Descriptions or definitions:
        1. "Contractor" means the business entity receiving the award of this contract, its parents, affiliates, divisions and subsidiaries.
        2. "Development" means all efforts towards solution of broadly-defined problems. This may encompass research, evaluating technical feasibility,

proof of design and test, or engineering of programs not yet approved for acquisition or operation.

3. "Proprietary Information" means all information designated as proprietary in accordance with law and regulation, and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited or restricted data, trade secrets, sensitive financial information, and computer software; and may appear in cost and pricing data or involve classified information.
4. "System" means the system that is the subject of this contract.
5. "System Life" means all phases of the system's development, production, or support.
6. "Systems Engineering" means preparing specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design.
7. "Technical Direction" means developing work statements, determining parameters, directing other Contractors' operations, or resolving technical controversies.

2. Restrictions: The Contractor shall perform systems engineering and/or technical direction, but will not have overall contractual responsibility for the system's development, integration, assembly and checkout, or production. The parties recognize that the Contractor shall occupy a highly influential and responsible position in determining the system's basic concepts and supervising their execution by other Contractors. The Contractor's judgment and recommendations must be objective, impartial, and independent. To avoid the prospect of the Contractor's judgment or recommendations being influenced by its own products or capabilities, it is agreed that the Contractor is precluded for the life of the system from award of a DoD contract to supply the system or any of its major components, and from acting as a subcontractor or consultant to a DoD supplier for the system or any of its major components.

III. Health and Safety on Government Installations (DAF COMPASS PART 23)

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
    a. Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes

2. The contracting officer may, by written order, direct Department of the Air Force Occupational Safety and Health (AFOSH) Standards and/or 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.

3. Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

IV. Common Access Cards (CAC) for Contractor Personnel (DAF COMPASS PART 42)

1. For installation(s)/location(s) cited in the contract, contractors shall ensure Common Access Cards (CACs) are obtained by all contract or subcontract personnel who meet one or both of the following criteria:
    a. Require logical access to Department of Defense computer networks and systems in either:
        - the unclassified environment; or
        - the classified environment where authorized by governing security directives.
    b. Perform work, which requires the use of a CAC for installation entry control or physical access to facilities and buildings.
2. Contractors and their personnel shall use the following procedures to obtain CACs:
    a. Contractors shall provide a listing of personnel who require a CAC to the contracting officer. The government will provide the contractor instruction on how to complete the Contractor Verification System (CVS) application and then notify the contractor when approved.
    b. Contractor personnel shall obtain a CAC from the nearest Real Time Automated Personnel Identification Documentation System (RAPIDS) Issuing Facility (typically the local Military Personnel Flight (MPF)).
3. While visiting or performing work on installation(s)/location(s), contractor personnel shall wear or prominently display the CAC as required by the governing local policy.
4. During the performance period of the contract, the contractor shall:
    a. Within 7 working days of any changes to the listing of the contract personnel authorized a CAC, provide an updated listing to the contracting officer who will provide the updated listing to the authorizing government official;

b. Return CACs in accordance with local policy/directives within 7 working days of a change in status for contractor personnel who no longer require logical or physical access;

c. Return CACs in accordance with local policy/directives within 7 working days following a CACs expiration date; and

d. Report lost or stolen CACs in accordance with local policy/directives.

5. Within 7 working days following completion/termination of the contract, the contractor shall return all CACs issued to their personnel to the issuing office or the location specified by local policy/directives.

6. Failure to comply with these requirements may result in withholding of final payment.