

NORTHROP GRUMMAN SYSTEMS CORPORATION

ADDENDUM TO USE WITH TERMS IN SUPPORT OF THE ESS-RP PROGRAM

All of the additional terms and conditions set forth below are incorporated in and made part of this Order. Any conflict between any of the conditions contained in this addendum and those appearing on Northrop Grumman Purchase Order Terms and Conditions shall be resolved in favor of the conditions in the addendum.

I. ADDITIONS

FAR CLAUSE

- 52.203-06 Restrictions on Subcontractor Sales to the Government (Jun 2020) – Alternate I (Jun 2020)**
- 52.215-12 Subcontractor Certified Cost or Pricing Data (June 2020) - Alternate I (Aug 2020)**
- 52.215-13 Subcontractor Certified Cost or Pricing Data—Modifications (June 2020) - Alternate I (Aug 2020)**
- 52.215-14 Integrity of Unit Prices (Jun 2020) and Alternate (Oct 1997)**
- 52.219-09 Small Business Subcontracting Plan (Deviation 2019-O0005) (Jan 2019) - Alternate IV (Jan 2019)**
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020)**
- 52.230-02 Cost Accounting Standards (Deviation 2018-O0015) (May 2018)**
- 52.243.01 Changes—Fixed Price (Aug 1987) - Alternate V**
- 52.243-02 Changes—Cost Reimbursement (Aug 1987) - Alternate V**
- 52.244-02 Subcontracts (Apr 1984) and Alternate 1 (Jun 2020)**
- 52.246-11 Higher-Level Contract Quality Requirement (Dec 2014)**
- 52.246-24 Limitation of Liability—High-Value Items (Feb 1997) - Alternate I (Apr 1984)**
- 52.222-99 Establishing A Minimum Wage for Contractors (Deviation) (Jun 2014)**

DFAR CLAUSE

- 252.219-7004 Small Business Subcontracting Plan (Test Program) (May 2019)**
- 252.227-7013 Rights in Technical Data—Noncommercial Items (Feb 2014)**
- 252.227-7038 Patent Rights—Ownership by the Contractor (Large Business) (Jun 2012) and Alternate I (Dec 2007)**
- 252.239-7001 Information Assurance Contractor Training and Certification (Jan 2008)**
- 252.239-7018 Supply Chain risk (Sep 2018)**
- 252.244-7000 Subcontracts for Commercial Items (Jun 2013)**
- 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (Apr 2012)**
- 252.245-7002 Reporting Loss of Government Property (Feb 2020)**

NORTHROP GRUMMAN SYSTEMS CORPORATION

ADDENDUM TO USE WITH TERMS IN SUPPORT OF THE ESS-RP PROGRAM

All of the additional terms and conditions set forth below are incorporated in and made part of this Order. Any conflict between any of the conditions contained in this addendum and those appearing on Northrop Grumman Purchase Order Terms and Conditions shall be resolved in favor of the conditions in the addendum.

Special Clauses

H-1

- a. This contract covers part of the Evolved Strategic SATCOM (ESS) program which is under the general program management of the Air Force Space and Missile Systems Center (SMC). The Air Force has entered into a contract with the Aerospace Corporation, a California nonprofit corporation operating a Federally Funded Research and Development Center (FFRDC), for the services of a technical group that will support the DoD/U.S. Government program office by performing General Systems Engineering and Integration, Technical Review, and/or Technical Support including informing the commander or director of the various department of Defense ("DoD") organizations it supports and any U.S. Government program office of product or process defects and other relevant information, which, if not disclosed to the U.S. Government, could have adverse effects on the reliability and mission success of a U.S. Government program.
 1. General Systems Engineering and Integration (GSE&I) deals with overall system definition; system safety, integration both within the system and with associated systems; analysis of system segment and subsystem design; design compromises and tradeoffs; definition of interfaces; review of hardware and software, including manufacturing and quality control; observation, review and evaluation of tests and test data; support of launch, flight test, and orbital operations; appraisal of the contractors' technical performance through meetings with contractors and subcontractors, exchange and analysis of information on progress and problems; review of plans for future work; developing solutions to problems; technical alternatives for reduced program risk; providing comments and recommendations in writing to the applicable DoD System Program Manager and/or Project Officer as an independent technical assessment for consideration for modifying the program or redirecting the contractor's efforts; all to the extent necessary to assure timely and economical accomplishment of program objectives consistent with mission requirements.
 2. Technical Review (TR) includes the process of appraising the technical performance of the contractor through meetings, exchanging information on progress and problems, reviewing reports, evaluating presentations, reviewing hardware and software, witnessing and evaluating tests, analyzing plans for future work, evaluating efforts relative to contract technical objectives, and providing comments and recommendations in writing to the applicable Air Force Program Manager as an independent technical assessment for consideration for modifying the program or redirecting the contractor's efforts to assure timely and economical accomplishment of program objectives.
 3. Technical Support (TS) deals with broad areas of specialized needs of customers for planning, system architecting, research and development, horizontal engineering, or analytical activities for which the Aerospace Corporation is uniquely qualified by virtue of its specially qualified personnel, facilities, or corporate memory. The categories of TS tasks are: Selected Research, Development, Test and Evaluation; Plans and System Architecture; Multi-Program Systems Enhancement; International Technology Assessment; and Acquisition Support. In the performance of this contract, the contractor agrees to cooperate with the Aerospace Corporation by
 - 1) Responding to invitations from authorized U. S. Government personnel to attend meetings;
 - 2) by providing access to technical information and research, development planning data such as, but not limited to, design and development analyses, test data and results, equipment and process specifications, test and test equipment specifications and procedures, parts and quality control procedures, records and data, manufacturing and assembly procedures, and schedule and milestone data, all in their original form or reproduced form and including top-level life cycle cost data, where available;
 - 3) by delivering data as specified in the Contract Data Requirements List;
 - 4) by discussing technical matters relating to this program;

NORTHROP GRUMMAN SYSTEMS CORPORATION

ADDENDUM TO USE WITH TERMS IN SUPPORT OF THE ESS-RP PROGRAM

All of the additional terms and conditions set forth below are incorporated in and made part of this Order. Any conflict between any of the conditions contained in this addendum and those appearing on Northrop Grumman Purchase Order Terms and Conditions shall be resolved in favor of the conditions in the addendum.

- 5) by providing access to contractor facilities utilized in the performance of this contract;
- 6) and by allowing observation of technical activities by appropriate technical personnel of the Aerospace Corporation. The Aerospace Corporation personnel engaged in GSE&I, TR, and/or TS efforts:
 - (i) are authorized access to all such technical information (including proprietary information) pertaining to this contract and may discuss and disclose it to the applicable DoD personnel in a program office;
 - (ii) are authorized to discuss and disclose such technical information (including proprietary information) to the commander or director of the various DoD organizations it supports and any U.S. Government personnel in a program office which, if not disclosed to the U.S. Government, could have adverse effects on the reliability and mission success of a U.S. Government program; and
 - (iii) Aerospace shall make the technical information (including proprietary information) available only to its Trustees, officers, employees, contract labor, consultants, and attorneys who have a need to know.
- b. The contractor further agrees to include in all subcontracts a requirement requiring compliance by subcontractor and supplier and succeeding levels of subcontractors and suppliers with the response and access and disclosure provisions of this Enabling Requirement, subject to coordination with the contractor, except for subcontracts for commercial items or commercial services. This agreement does not relieve the contractor of its responsibility to manage the subcontracts effectively and efficiently nor is it intended to establish privity of contract between the Government or the Aerospace Corporation and such subcontractors or suppliers, except as indicated in paragraph (d) below.
- c. The Aerospace Corporation shall protect the proprietary information of contractors, subcontractors, and suppliers in accordance with the Master Non-disclosure Agreement the Aerospace Corporation entered into with the Air Force, a copy of which is available upon request. This Master Non-disclosure Agreement satisfies the Nondisclosure Agreement requirements set forth in 10 U.S.C. §2320 (f)(2)(B), and provides that such contractors, subcontractors, and suppliers are intended third-party beneficiaries under the Master Nondisclosure Agreement and shall have the full rights to enforce the terms and conditions of the Master Non-disclosure Agreement directly against the Aerospace Corporation, as if they had been signatory party hereto. Each such contractor, subcontractor, or supplier hereby waives any requirement for the Aerospace Corporation to enter into any separate company-to company confidentiality or other non-disclosure agreements.
- d. Aerospace shall make the technical information (including proprietary information) available only to its Trustees, officers, employees, contract labor, consultants, and attorneys who have a need to know, and Aerospace shall maintain between itself and the foregoing binding agreements of general application as may be necessary to fulfill their obligations under the Master Non-disclosure Agreement referred to herein, and Aerospace agrees that it will inform contractors, subcontractors, and suppliers if it plans to use consultants, or contract labor personnel and, upon the request of such contractor, subcontractor, or supplier, to have its consultants and contract labor personnel execute non-disclosure agreements directly therewith.
- e. The Aerospace Corporation personnel are not authorized to direct the contractor in any manner. The contractor agrees to accept technical direction as follows:
 1. Technical direction under this contract will be given to the contractor solely by SMC.
 2. Whenever it becomes necessary to modify the contract and redirect the effort, a change order signed by the Contracting Officer or a Supplemental Agreement signed by both the Contracting Officer and the contractor will be issued. * Cost data is defined as information associated with the programmatic elements of life cycle (concept, development, production, operations, and retirement) of the system/program. As defined, cost data differs from "financial" data, which is defined as information associated with the internal workings of a company or contractor that is not specific to a project or program.

(End of Requirement)

NORTHROP GRUMMAN SYSTEMS CORPORATION

ADDENDUM TO USE WITH TERMS IN SUPPORT OF THE ESS-RP PROGRAM

All of the additional terms and conditions set forth below are incorporated in and made part of this Order. Any conflict between any of the conditions contained in this addendum and those appearing on Northrop Grumman Purchase Order Terms and Conditions shall be resolved in favor of the conditions in the addendum.

5352.201-9101 Ombudsman (OCT 2019)

As prescribed in 5301.9103, insert the following clause:

OMBUDSMAN (OCT 2019)

- (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 (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).
- (c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman, Colonel Trent TutHill, (310) 653-1786, ternt.tuthill@us.af.mil, SMC/PK 483 N Aviation Blvd Los Angeles AFB, CA 90245 . Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/SMC ombudsman level, may be brought by the interested party for further consideration to 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.
- (d) The ombudsman has no authority to render a decision that binds the agency.
- (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.

5352.204-9000 Notification of Government Security Activity and Visitor Group Security Agreements

As prescribed in 5304.404-90, insert the following clause in solicitations and contracts:

NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY AND VISITOR GROUP SECURITY AGREEMENTS (October 2019)

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 Air Force installations in the U.S. (in overseas areas, identify only the APO number(s)) where the contract work will be performed;
 - (5) The date contractor operations will begin on base in the U.S. or in the overseas area;
 - (6) The estimated completion date of operations on base in the U.S. or in the overseas area; and,
 - (7) Any changes to information previously provided under this clause.

This requirement is in addition to visit request procedures contained in DoDM 5220.22, National Industrial Security Program: Procedures for Government Activities Relating to Foreign Ownership, Control, or Influence (FOCI).

- (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

NORTHROP GRUMMAN SYSTEMS CORPORATION

ADDENDUM TO USE WITH TERMS IN SUPPORT OF THE ESS-RP PROGRAM

All of the additional terms and conditions set forth below are incorporated in and made part of this Order. Any conflict between any of the conditions contained in this addendum and those appearing on Northrop Grumman Purchase Order Terms and Conditions shall be resolved in favor of the conditions in the addendum.

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.

(End of clause)

5352.209-9000 Organizational Conflict of Interest (OCT 2019)

(INTERIM CHANGE: See Policy Memo 10-C-15

5352.223-9000, Elimination of Use of Class I Ozone Depleting Substances (ODS) (OCT 2019)

(Applicable for all purchase orders/subcontracts. The blank in paragraph (d) is completed with "None." In paragraph (d) "Contracting Officer" means "Northrop Grumman.")

5352.242-9000 Contractor Access to Air Force Installations

As prescribed in 5342.490-1, insert a clause substantially the same as the following clause in solicitations and contracts
CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (OCT 2019)

- (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 Air Force 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, valid vehicle insurance certificate, and [insert any additional requirements to comply with local security procedures] 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) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with [insert any additional requirements to comply with AFI 31-101, Integrated Defense, and AFI 31-501, Personnel Security Program Management] citing the appropriate paragraphs as applicable.
- (e) 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.
- (f) Failure to comply with these requirements may result in withholding of final payment

5352.242-9001 Common Access Cards (CAC) for Contractor Personnel

As prescribed in 5342.490-2, insert a clause substantially the same as the following clause in solicitations and contracts:
COMMON ACCESS CARDS (CAC) FOR CONTRACTOR PERSONNEL (OCT 2019)

- (a) 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:
 - (1) Require logical access to Department of Defense computer networks and systems in either:
 - (i) the unclassified environment; or
 - (ii) the classified environment where authorized by governing security directives.
 - (2) Perform work, which requires the use of a CAC for installation entry control or physical access to facilities and buildings.
- (b) Contractors and their personnel shall use the following procedures to obtain CACs:

NORTHROP GRUMMAN SYSTEMS CORPORATION

ADDENDUM TO USE WITH TERMS IN SUPPORT OF THE ESS-RP PROGRAM

All of the additional terms and conditions set forth below are incorporated in and made part of this Order. Any conflict between any of the conditions contained in this addendum and those appearing on Northrop Grumman Purchase Order Terms and Conditions shall be resolved in favor of the conditions in the addendum.

- (1) 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.
- (2) 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)).
- (c) 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.
- (d) During the performance period of the contract, the contractor shall:
 - (1) 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;
 - (2) 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;
 - (3) Return CACs in accordance with local policy/directives within 7 working days following a CACs expiration date; and
 - (4) Report lost or stolen CACs in accordance with local policy/directives.
- (e) 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.
- (f) Failure to comply with these requirements may result in withholding of final payment