

Table of Contents

H Special Contract Requirements	H-1
H.1 General.....	H-1
H.2 Department of Commerce Acquisition Regulation.....	H-1
H.3 Advertising of Award	H-1
H.4 Printing.....	H-1
H.5 Contractor Personnel.....	H-2
H.5.1 Appearance.....	H-2
H.5.2 Contractor Interfaces.....	H-2
H.5.3 Warranty against Dual Compensation.....	H-2
H.5.4 Key Personnel	H-2
H.5.5 Supervision of Contractor Employees.....	H-3
H.6 Security Requirements.....	H-4
H.6.1 Physical Security	H-4
H.6.2 Personnel Security Requirements.....	H-4
H.6.3 Contractor Employee Access	H-5
H.7 Restrictions on Future Contracting with FirstNet	H-6
H.8 Title to Materials.....	H-6
H.9 Disposition of Material	H-6
H.10 Confidentiality of Data.....	H-7
H.11 Technology Refresh/Enhancement Proposals	H-7
H.12 Indemnity.....	H-9
H.13 Section 508 Applicable Standards.....	H-9
H.14 Most Favored Customer Pricing Consideration	H-10
H.15 CAR 1352.227-70 Rights in Data, Assignment of Copyright (APR 2010).....	H-10
H.16 Bankruptcy and Assurances	H-10
H.16.1 Contractor Provisions	H-10
H.16.2 Failure to Assert Right to Retain Benefits in the Event of Contractor Bankruptcy	H-10
H.16.3 No Liens.....	H-11
H.16.4 Transition Plan	H-11

H.16.5 Further Assurances	H-11
H.16.6 Business Continuity/Disaster Recovery Plan	H-11
H.17 Notice of Supply Chain Risk Assessment	H-11
H.18 Organizational Conflict of Interest.....	H-13
H.19 Government-Furnished Property, Facilities, Equipment, and Information.....	H-13
H.19.1 Management of Government Furnished Property	H-14
H.20 NEPA Compliance.....	H-14
H.21 FirstNet Auditing	H-15
H.21.1 Audits	H-15
H.21.2 Conduct of Audits	H-15
H.21.3 Rights of Observation	H-15
H.21.4 Contract Documents	H-16
H.21.5 Flow-Down Requirements	H-16
H.22 FirstNet Inspections	H-16

List of Tables

Table 1 CAR Clauses	H-1
Table 2 Key Personnel.....	H-2
Table 3 Section 508 Applicable Standards.....	H-9

H Special Contract Requirements

H.1 General

The terms and conditions of Section H, Special Contract Requirements, of the First Responder Network Authority (FirstNet) Nationwide Public Safety Broadband Network (NPSBN) contract apply to any task order issued under this contract.

H.2 Department of Commerce Acquisition Regulation

The contract clauses set forth in the following paragraphs of the Department of Commerce Acquisition Regulation (CAR) are incorporated in this contract with the same force and effect as though set forth herein in full text. The designated clauses in Table 1 CAR Clauses are incorporated as they appear in the CAR on the date of this contract, notwithstanding the date referenced.

Table 1 CAR Clauses

Clause	Title	Date
1352.208-70	Restrictions on Printing and Duplicating	APR 2010
1352.209-72	Restrictions Against Disclosure	APR 2010
1352.209-73	Compliance with the Laws	APR 2010
1352.209-74	Organizational Conflict of Interest	APR 2010
1352.216-74	Task Orders	APR 2010
1352.231-71	Duplication of Effort	APR 2010

H.3 Advertising of Award

The Contractor shall not refer to this award in commercial advertising, or similar promotions in such a manner as to state or to imply that the product or services provided is endorsed, preferred, or is considered superior to other products or services by the Department of the Interior (DOI). This includes advertising, or similar promotions, in all forms or electronic, broadcast, and print media.

The Contractor is restricted from reproducing the image(s) of the DOI in any form of commercial advertising, or similar promotion. This includes images of official seals and buildings. The reproduction of official seals and the images of buildings is a matter controlled by regulation and Executive Order. The Contractor shall notify the Contracting Officer in advance of any proposed usage of such symbols.

Any use of FirstNet branding must comply with the terms and conditions specified in Section J, Attachment J-21, Terms and Conditions for the Trademark Use.

H.4 Printing

The Contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract. Performance of a requirement under this contract involving the reproduction of less than 5,000 production units of any one page, or less than 25,000 production units in the aggregate of multiple pages, will not be deemed to be printing. A production unit is a single sheet, size 8.5 x 11 inches, printed on one side and in only one color.

H.5 Contractor Personnel

H.5.1 Appearance

Contractor personnel shall present a neat appearance and be easily recognized as Contractor employees by wearing a Security Identification Badges at all times while on Government premises. When Contractor personnel attend meetings, answer phones, and work in other situations where their status is not obvious to third parties they must identify themselves as such to avoid creating the impression that they are Government employees.

H.5.2 Contractor Interfaces

As part of the performance of this contract, the Contractor and/or its subcontractors may be required to work with other Contractors supporting FirstNet. Such other Contractors shall not direct this Contractor and/or its subcontractors in any manner. Likewise, this Contractor and/or its subcontractors shall not direct the work of other Contractors in any manner.

The Government shall establish an initial contact between the Contractor and other Contractors and shall participate in an initial meeting at which the conventions for the scheduling and conduct of future meetings/contacts are established. Any CORs of other efforts shall be included in any establishment of conventions.

H.5.3 Warranty against Dual Compensation

The Contractor warrants that any employee who is involved in two or more projects where at least one of which is supported by Federal funds, will not be compensated for more than 100% of his/her time during any part of the period of dual involvement

H.5.4 Key Personnel

Any key personnel applicable to this contract shall be identified herein and/or as specified within the individual task order(s). The following language will be included in each task order that requires key personnel.

The individuals considered essential to the services being provided under this contract and are hereby identified as key personnel as shown in Table 2 Key Personnel:

Table 2 Key Personnel

Name	Position
TBD	Program Manager
TBD	Lead Technical Point of Contact

The Contractor agrees to assign those persons identified above and who are necessary to fulfill the objectives and requirements of the contract as key personnel, and who are approved by FirstNet and DOI. Any key personnel applicable to the individual task orders will be identified within the task order. Any substitution of key personnel will be in accordance with the terms and conditions of this contract, unless otherwise stated.

The following instructions address the procedures for substitution of key personnel:

- (a) Resumes for substitutions and/or additions to the Contractor's key personnel shall be submitted for the written approval of the CO. Any substitutions and/or additions shall be subject to the terms and conditions of this contract.
- (b) During the first 180 days of performance, no key personnel substitutions shall be permitted unless such substitutions are due to illness, injury, death, disciplinary action, demotion, bona-fide promotion, termination of employment, or other exceptional circumstances when approved by the CO. In any of these events, the Contractor shall promptly notify the CO and provide the information required by paragraph (d) below. After the initial 180-day period, in accordance with paragraph (d) below, all proposed substitutions and additions of key personnel shall be submitted to the CO in writing at least 15 calendar days (30 calendar days if security clearance is to be obtained) prior to the Contractor anticipated effective date of the proposed substitutions and additions.
- (c) The CO may consider additional key personnel on an individual basis.
- (d) For all requests for substitutions and additions, the Contractor shall provide a detailed explanation of the circumstances requiring the proposed substitution or addition. A complete resume for each proposed substitute or addition, and any other information requested by the CO shall be provided. The Contractor shall certify that the proposed replacement is better qualified than, or at least equal to, the key personnel to be replaced, subject to the penalties in 18 USC 1001. The CO or the CO's authorized representative will evaluate such requests and promptly notify the Contractor of the approval or disapproval thereof.
- (e) The Contractors Resource Management Plan submitted as part of the proposal and incorporated as part of this contract shall be updated by the Contractor within 15 calendar days of the receipt of the CO's approval of a substitution or of an addition to the Contractor's key personnel listed above.

H.5.5 Supervision of Contractor Employees

The Contractor shall be responsible for managing and overseeing the activities of all Contractor personnel, as well as subcontractor efforts used in performance of this effort. The Contractor's management responsibilities shall include all activities necessary to ensure the accomplishment of timely and effective support, performed in accordance with the requirements contained herein.

If the Contractor finds clarification necessary with respect to the scope of services to be performed or the manner in which the services are to be performed hereunder, the Contractor shall request, in writing, such clarification from the Contracting Officer.

At no time during contract or task order performance shall Contractor personnel be employees of the U.S. Government.

The Contractor's employees and subcontractors shall make clear, in dealings with the public, federal employees, or other contractors that they are not federal employees. To minimize possible confusion, Contractors and subcontractors shall not wear clothing or other items (apart from official identity credential) bearing the name, logo, or seal of the U.S. Government while performing work under this contract or any associated task order.

H.6 Security Requirements

H.6.1 Physical Security

The Contractor shall be responsible for safeguarding all Government assets, information, and property provided for Contractor use. Government equipment and materials must be secured at all times.

H.6.2 Personnel Security Requirements

The Contractor shall provide appropriately cleared Contractor personnel in accordance with the security provisions of this contract. At a minimum, Contractor key personnel administering or maintaining the system(s) shall be required to comply with Homeland Security Presidential Directive 12 (HSPD-12).

Additionally, the Contractor shall comply with all Federal Information Security Management Act (FISMA) standards, which requires Government employees and contractors to be subject to Federal information security laws, regulations and policies, including annual security awareness training.

All Contractor key personnel working on this contract may be requested to be cleared for a Level 2 – non-critical sensitive designation, which encompasses positions designated as moderate risk, non-critical sensitive, and/or to allow access to Confidential information, and Secret information. The Contractor shall provide appropriate personnel who are able to pass the background investigation for access to Government facilities. Background investigations for Level 2 positions consist of the following:

- Submission of fingerprints and a check of appropriate databases for prior federal investigations.
- Corroboration of date and place of birth through appropriate documentation by a trusted information provider.
- e-QIP submission.
- Verification of citizenship or legal resident status of foreign-born applicants.
- Local law enforcement agency checks at all places of employment, residence, or school attendance of six months or more during the past 5 years. Check of the appropriate criminal justice agency for details and disposition of any identified arrest.
- Completed NAC (National Agency Check)
- Expansion of investigation as necessary.

Contractor key personnel may be subject to the same personnel security and suitability requirements as DOC employees and may be required to comply with the same Federal rules and regulations; the governing document for Contractor security investigations is the EO 12829.

Background investigations may be conducted for all Contractor key personnel to determine their suitability to be allowed to work on this contract or any subsequent task order. The Contractor shall provide the information required for such background investigations and shall agree to abide by the DOC DOI personnel security and suitability determination to include EO 12829 upon notification.

H.6.3 Contractor Employee Access

Sensitive Information means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

- Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Commerce;
- Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, “Policies and Procedures of Safeguarding and Control of SSI,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Commerce (including the Assistant Secretary for the National Telecommunication Information Administration or his/her designee);
- Information designated as “For Official Use Only,” which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person’s privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
- Any information that is designated “sensitive” or subject to other controls, safeguards or protections in accordance with subsequently adopted security information handling procedures.

“Information Technology Resources” include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

H.7 Restrictions on Future Contracting with FirstNet

The parties to this contract hereby agree the Contractor will be restricted in its future contracting with FirstNet in the manner described herein. Except as specifically stated herein, the Contractor shall compete for FirstNet business on an equal basis with other companies.

If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work, which are to be incorporated into a solicitation, the Contractor may be ineligible to perform the work described within that solicitation as a prime or first-tier subcontractor under the resultant contract. Such restrictions shall remain in effect for three (3) years following completion of work under this contract. FirstNet will not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

The restrictions as stated herein may be waived by the Contracting Officer if it is determined that such restrictions would be detrimental to any Government program.

H.8 Title to Materials

Title to all reports, slides, tapes, file disks, and other items pertaining to the work performed under this contract and/or subsequent task order(s) (“Materials”) shall remain with FirstNet upon completion. The Contractor shall transfer to FirstNet the complete copyrights for all materials developed under this contract or any task order. These rights shall allow FirstNet to freely use the subject materials at any time, through any method of projection, transmission, or distribution. All title to such materials shall fully and exclusively be transferred to FirstNet, and the Contractor shall fully cooperate and provide any necessary documentation to effectuate such transfer.

Other than the rights and interests expressly set forth in this contract, FirstNet retains exclusive right, title, and interest (including but not limited to intellectual property rights and licenses, including the Marks as referenced in Section J, Attachment J-21, Terms and Conditions for the Trademark Use) in and to all FirstNet data. FirstNet data includes, without limitation, the results of any processing of FirstNet data that occurs on any Contractor provided system. The Contractor acquires no rights or licenses through this contract (including but not limited to intellectual property rights or licenses) to use FirstNet’s data for its own purposes. The Contractor does not acquire and may not claim any security interest in the data.

FirstNet retains the right to access and retrieve its data stored on the Contractor’s service infrastructure at its sole discretion and in an accessible (i.e., nonproprietary) format.

FirstNet hereby grants to Contractor, and Contractor hereby accepts from FirstNet, a limited, personal, non-exclusive, non-transferable, non-sublicenseable right and license to use the Materials solely and exclusively in connection with the performance of Contractor’s obligations under this contract and/or task orders.

H.9 Disposition of Material

Upon termination or completion of all work under this contract and/or subsequent task order(s), the Contractor shall prepare for shipment, deliver FOB destination, or dispose of all materials received from

the Government (federal or state). If the Government pays for any materials produced or delivered under this contract and/or subsequent task order(s), these materials may become and remain the property of FirstNet.

H.10 Confidentiality of Data

The work under this contract may require access to proprietary, business confidential, or financial data of other companies, states, tribes and/or the Federal Government internal, planning or procurement sensitive/source selection data, which, if released to third parties may give unfair business, technical, or competitive advantages. As long as such data remains proprietary or business confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies or for any purpose other than performance of this contract.

This data may be in various forms, such as documents, or it may be interpretative results derived from analysis, investigative, or study effort. Regardless of the form of this data, the Contractor agrees that neither it nor any of its employees will disclose to third parties any such data, or derivatives thereof, except as may be required in the performance of this contract. Further, the Contractor will not copy any of this data, or derivatives thereof, other than as necessary for the performance of this contract.

The Contractor will establish policies and procedures to implement the substance of this clause at the individual employee level, which will assure that affected employees are made aware of the contract provision and the Contractor's implementing policies and procedures. Particular attention will be given to keeping employees advised of statutes and regulations applicable to the handling of third party confidential or financial data.

This clause does not preclude the Contractor and/or its employees from independently acquiring and using data from legitimate sources outside of this contract, or from performing and using independent analysis of data so acquired, provided that the Contractor and/or its employees fully document the source of such data, and the independence of any such analysis.

The Contractor shall immediately notify, in writing, the Contracting Officer in the event that the Contractor determines or has reason to suspect a breach of this requirement.

The Contractor will insert the substance of this clause in each subcontract hereunder (other than for purchase of supplies or equipment) unless the Contracting Officer has waived this requirement, in writing, as to particular subcontracts or classes of subcontracts.

Any unauthorized disclosure of information may result in termination of this contract for cause.

H.11 Technology Refresh/Enhancement Proposals

During the performance of this contract, the Government may solicit, and at the Contractor's discretion may submit Technology Refresh/Enhancement (TRE) Proposals. TRE means any changes and/or enhancements within the service areas and/or service lines contained in this contract. This may include any products and/or services that are not specified within the contract as long as they are within the general scope. The TRE shall contain the documentation by which any proposed change is described, justified, and submitted to the procuring activity for approval or disapproval. These TREs, must be within the general scope of this contract, may be requested by the Government and/or proposed by the Contractor, for certain objectives and/or requirements specified herein. The TREs may include but are not limited to enhancements, technology refresh or renewal, and/or for any other purpose that present

a system or service performance advantage to FirstNet. Improvement in technology that better provides for the needs of employees/users with disabilities is especially encouraged. Implementation of an approved TRE may occur by either a supplemental agreement or, if appropriate, as a written change order to the contract and/or subsequent task order(s). Additionally, FirstNet considers emergency operations objectives and/or requirements, and any associated support services necessary, to be within scope of this contract. Therefore, any modifications and/or task orders maybe be executed for any objectives and/or requirements within this area. This would include Contractor operation and maintenance of Government owned assets within either Government or Contractor owned and operated facilities.

At a minimum, any proposal submitted by the Contractor pursuant to this clause shall include the following information:

- A statement to the effect that the proposal is being submitted pursuant to this clause;
- A detailed description of the proposed changes;
- A detailed comparison between the existing contract objectives and/or requirements and the proposed changes, including the advantages and disadvantages of each;
- An itemized list of each contract objective and/or requirement, including any delivery schedules or completion dates that would, in the Contractor's opinion, be effected by the proposed changes;
- An estimate of any change (increase or decrease) to the contract's price, including any related cost;
- An estimate of the date by which the Government should accept the proposal in order to receive maximum benefits; and,
- The date until which the proposal is valid. (This date must provide reasonable time for the Government to review the proposal.)

The Contractor may withdraw, in whole or in part, any improvement proposal, which is not accepted by the Government within the specified time for acceptance.

The Contracting Officer shall accept or reject any improvement proposal by giving the Contractor written notice of such acceptance or rejection.

If the proposal is accepted, the Contracting Officer shall issue a contract or task order modification to incorporate any necessary changes, including any increase or decrease in the price. Such adjustment shall be made in accordance with the changes clause of this contract.

Unless and until the contract is modified in writing to incorporate any changes resulting from the Government's acceptance of an improvement proposal, the Contractor shall continue to perform in accordance with the existing terms and conditions.

The Contracting Officer's decision to accept or reject any improvement proposal shall be final and shall not be subject to the terms cited in the disputes clause. Furthermore, the Government shall not be liable for the direct reimbursement of any proposal costs. In no event shall the Government be liable for any additional costs incurred by the Contractor due to the Government's delay in accepting or rejecting any improvement proposal.

The Contractor is requested to identify specifically any information contained in its improvement proposal which it considers confidential and/or proprietary and which it prefers not be disclosed outside the Government. The Contractor's identification of information as confidential and/or proprietary is for

informational purposes only and shall not be binding on the Government. The Contractor is advised that such information may be subject to releases under the Freedom of Information Act (5 U.S.C. 552).

H.12 Indemnity

The Contractor shall hold the Government, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses to which they may be subject, for or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrong mission of the Contractor, or any subcontractor, or their employees, agents, etc., including any failure of Contractor to fully comply with all applicable laws and regulations.

Nothing in paragraph a above shall be considered to preclude the Government from receiving the benefits of any insurance the Contractor may carry which provides for the indemnification of any loss or destruction of, or damages to property in the custody and care of the Contractor where such loss, destruction or damage is the Government property. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction of, or damage to Government property, and upon the request of the Contracting Officer shall, at the Government's expense, furnish the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

The Contractor agrees to include this clause, appropriately modified, in all subcontracts to be performed under this contract.

H.13 Section 508 Applicable Standards

Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. § 794d) requires that when Federal agencies develop, procure, maintain, or use electronic and information technology (EIT), individuals with disabilities must have access to and use of information and data that is comparable to individuals without disabilities. Requirements for accessibility based on Section 508 are determined to be relevant for the NPSBN. A description of the Section 508 standards is located at:
<http://www.section508.gov/index.cfm?fuseAction=stdsdoc>.

The requirements outlined in Table 3 Section 508 Applicable Standards apply to this acquisition.

Table 3 Section 508 Applicable Standards

Section 508 Standard	Title
36 CFR Section 1194.21	Software Applications and Operating Systems
36 CFR Section 1194.22	Web-based Internet Information and Applications
36 CFR Section 1194.23	Telecommunication Products
36 CFR Section 1194.24	Video and Multimedia Products
36 CFR Section 1194.31	Functional Performance Criteria
36 CFR Section 1194.41	Information, Documentation, and Support

H.14 Most Favored Customer Pricing Consideration

To ensure public safety subscribers to the NPSBN pay no more than the lowest price available for any type of customer receiving broadband LTE services on Band 14 or other bands, the Contractor agrees by execution of this contract to provide a most favored customer pricing arrangement to public safety subscribers of NPSBN.

H.15 CAR 1352.227-70 Rights in Data, Assignment of Copyright (APR 2010)

In accordance with 48 CFR 52.227–17, Rights in Data—Special Works, the Contractor agrees to assign copyright to data, including reports and other copyrightable materials, first produced in performance of this contract to the United States Government, as represented by the Secretary of Commerce.

H.16 Bankruptcy and Assurances

H.16.1 Contractor Provisions

Notwithstanding the provisions of Section I, Contract Clauses, (Termination) of this contract, and without prejudice to FirstNet’s exercise of any of its other rights under this contract, the Government will have the right, at its sole option, to terminate this contract for cause, suspend performance under this contract, or seek Further Assurances as set forth in Section H.16.5 or require other reasonable actions by the Contractor to provide FirstNet reasonable assurance of its ongoing ability to perform on a sustained and continuous basis if (i) the Contractor’s credit rating is reduced by 2 or more steps in any six-month period by any one of the major credit rating agencies, including Moody’s investors Services, Standard & Poors, or Fitch, or (ii) the Contractor breaches financial ratio covenants (such ratios to be agreed and calibrated by the Parties as condition of award) in respect of the Contractor’s liquidity, profitability and credit strength, or (iii) FirstNet otherwise has reasonable cause to doubt the Contractor’s financial stability (including concerns over the Contractor’s ability to perform its obligations under any task order consistently and in a sustained manner), or (iv) the Contractor files a petition in bankruptcy or makes a general assignment for the benefit of creditors, or the Contractor has taken any action for the purpose of entering into winding-up, dissolution, bankruptcy, reorganization, or similar proceedings analogous in purpose or effect thereto, or any such action will have been instituted against the Contractor and the Contractor will have acceded thereto or such action will not have been dismissed or stayed within sixty (60) calendar days of the institution thereof, or any order will have been made by any competent court or any resolution will have been passed for the appointment of a liquidator or trustee in bankruptcy or the Contractor will have appointed or suffered to be appointed any receiver or trustee of the whole or any material part of its assets or business.

H.16.2 Failure to Assert Right to Retain Benefits in the Event of Contractor Bankruptcy

In the event Contractor declares bankruptcy, FirstNet may retain its rights under any executory agreement under which the debtor is the licensor of a right to intellectual property pursuant to 11 U.S.C. § 365(n)(1)(B). Any failure of FirstNet to affirmatively notify the Contractor’s trustee of its intention to retain its rights under this contract, or any related Agreement, shall not be construed as a termination of this contract, or any related Agreement, pursuant to 11 U.S.C. § 365(n)(1)(A).

H.16.3 No Liens

Except for any security interests in the NPSBN (including all related assets) granted to FirstNet, the Contractor will not cause or permit the NPSBN to become subject to any mechanic's or vendor's lien, or any similar lien or security interest, except as such liens may apply generally to the Contractor's owned infrastructure utilized for the NPSBN (and not to the spectrum capacity particularly) and as are in force as of the Effective Date of this contract. If the Contractor breaches its obligations under this contract, it will immediately notify the Contracting Officer in writing, and the Contractor will promptly take all steps needed to cause such lien to be discharged and released of record without cost to FirstNet.

H.16.4 Transition Plan

In addition to any other transition obligations, upon any termination event under this contract, in addition to any rights afforded to FirstNet under law, at the written notification of FirstNet, the Contractor shall immediately transition the operation of the NPSBN, including the ability to provide Services, to FirstNet, or a third party designated by FirstNet, in accordance with a "Transition Plan," which shall be prepared by the Contractor and approved by FirstNet. The Contractor shall undertake best efforts to cooperate with FirstNet and any subsequent supplier in the smooth transition of all services.

H.16.5 Further Assurances

In connection with this contract and the transactions contemplated hereby, each party will execute and deliver any additional documents and instruments and perform any additional acts that may be commercially reasonable, necessary, or appropriate, or reasonably requested by the other party, to effectuate and perform the parties' obligations under this contract and the transactions contemplated hereby.

H.16.6 Business Continuity/Disaster Recovery Plan

The Contractor will at its sole expense, establish and maintain a business continuity/Disaster Recovery plan to ensure the continuity of the Contractor's business and to provide uninterrupted access to and use of the NPSBN, which will, at a minimum, contain: (1) written disaster recovery plans for critical technology and infrastructure, including the NPSBN; (2) proper risk controls to enable continued performance under this contract in the event of a disaster; (3) procedures that will be invoked in the occurrence of a Force Majeure Event; and (4) demonstrated capability to provide uninterrupted access to the NPSBN during the disaster within the recovery time objectives specified in Section C, Statement of Objectives.

H.17 Notice of Supply Chain Risk Assessment

In accordance with the language provided below and as stated herein, FirstNet reserves the right to conduct a Supply Chain Risk Assessment (SCRA) of the equipment/devices and software/applications under this contract using the information provided by the Contractor as well as other available information, in conducting its assessment.

[THIS PAGE IS INTENTIONALLY LEFT BLANK]

H.18 Organizational Conflict of Interest

The Contractor warrants that, to the best of its knowledge and belief, it does not have any organizational conflict of interest as defined below.

The term "organizational conflict of interest" means a situation where a Contractor or one of its employees has interests, either due to its other activities or its relationships with DOI, DOC or FirstNet, which place it in a position that it is unable or potentially unable, from the Government's standpoint, to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired.

The Contractor agrees that if, after award of the IDIQ contract or any task order award, it discovers an organizational conflict of interest with respect to this contract and/or task order, the Contractor shall make an immediate and full disclosure in writing to the Contracting Officer that shall describe in detail the conflict (or potential conflict) as well as include a description of the action that the Contractor has taken or proposes to take to avoid, mitigate or neutralize the conflict. DOI may, however, terminate this task order for the convenience of the Government if termination is determined to be in the best interest of the Government.

If the Contractor was aware of organizational conflict (or potential conflict) of interest before task order award and intentionally did not disclose the conflict to the Contracting Officer, DOI may terminate this contract and/or task order at no cost to the Government.

H.19 Government-Furnished Property, Facilities, Equipment, and Information

For the purpose of this contract, the Contractor shall assume there is no Government-Furnished Property (GFP); however, should a situation arise, the Government may elect to provide GFP after contract award, or with any subsequent task order(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

GFP is a broad term to include facilities (GFF), equipment (GFE), and/or information (GFI). GFI is considered to include software and data. Any GFP furnished by the Government or acquired by the Contractor must be specified in the contract and/or applicable task order. Contractor acquired property shall be acquired only after the acquisition receives the concurrence of the Contracting Officer's Representative (COR) and the written authorization of the Contracting Officer (CO).

The CO and COR are responsible for ensuring that the contract and all applicable task orders are consistent with the policies and procedures of FAR Part 45 for providing government property to contractors, contractors' use and management of government property, and reporting, redistributing, and disposing of contractor inventory. Contractors are responsible and liable for Government property in their possession pursuant to FAR 52.245-1 and 52.245-2, as applicable.

In the event that the Contractor is notified of the Government's intent to provide GFP and the GFP is not received by the date specified by the Government, the Contractor will immediately notify the COR and CO. If provided, the Contractor shall use the GFP only in connection as specified and associated with this contract and/or task order(s).

At the completion of a task order, all GFP related to that order shall be returned to the Government unless authorization is given by the CO that the GFP is to be used on another task order under this contract. Not later than the completion of this contract, the Contractor shall prepare for return to the Government all GFP in good condition, ordinary wear and tear excepted. Within thirty (30) calendar days of completion of this contract, the Contractor shall submit an Inventory Schedule of residual GFP in a form acceptable to the Contracting Officer. The Contractor shall follow the instructions of the Contracting Officer regarding the disposition of any GFP.

H.19.1 Management of Government Furnished Property

If GFP is provided under this contract, the Contractor shall acknowledge receipt of the GFP and shall assume the risk and responsibility for loss, repair, upgrade, and replacement while the GFP is in the Contractor's possession. Additionally, the Contractor shall maintain a detailed inventory accounting system for all GFP and provide the COR or CO with the status of GFP at any time upon request. The inventory system shall identify track and identify the following information (at a minimum):

- Item name
- description
- Make, model number and serial number
- Date of receipt
- Organization and person received from
- Location
- Condition

H.20 NEPA Compliance

The Contractor shall comply with all applicable environmental and historic preservation laws and regulations (collectively, "Environmental Requirements"). Environmental Requirements include, without limitation, any statute, law, act, ordinance, rule, regulation, order, decree, permit, or ruling of any federal, State, and/or local government, or administrative regulatory body, agency, board, or commission or a judicial body, relating to the protection of human health and/or the environment or historic preservation and otherwise regulating and/or restricting the management, use, storage, transportation, treatment, disposal, and/or any release of a hazardous substance, hazardous waste,

pollutant, or other material. These Environmental Requirements include, but are not limited to, the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA), the Endangered Species Act (ESA), the Migratory Bird Treaty Act, and the Bald and Golden Eagle Act. The Contractor will provide any documentation necessary, or as otherwise requested by FirstNet, to comply with any Environmental Requirements for FirstNet review and approval prior to commencing activities specifically being taken under the terms of any final agreement between FirstNet and the Contractor. Contractor agrees to comply with FirstNet reasonable procedures to ensure FirstNet is able to fully and timely comply with its obligations under NEPA and other applicable Environmental Requirements.

The Contractor shall be the party of record for all permits related to operating the NPSBN and shall be solely responsible for obtaining any new or revised permits needed to operate and maintain the NPSBN. Recognizing that delays in obtaining permits may result in delays to the deployment schedule, and in the spirit of the June 14, 2012 Executive Order “Accelerating Broadband Infrastructure Deployment,” the Government will, at its discretion, reasonably assist in the resolution of appropriate permitting issues with federal, state, and local permitting authorities. The Contractor may request Government assistance whenever it encounters delays that may impact its deployment schedule. The Contractor will employ its best efforts to promptly notify the Government when such assistance may be necessary or reduce unanticipated delays.

H.21 FirstNet Auditing

The Contractor shall make all its records—as defined in FAR 52.215-2, Audit and Records—Negotiation (Oct 2010), which is contained in Section I, Contract Clauses—available for inspection by FirstNet and its designees.

H.21.1 Audits

FirstNet shall have such rights to review and audit the Contractor and its records as and when FirstNet deems necessary for purposes of verifying compliance with the Contract and applicable law and verifying claims. Without limiting the foregoing:

- The audits may be performed by employees of FirstNet or by an auditor under contract with FirstNet;
- The Contractor shall allow auditor(s) access to such records during normal business hours, allow interviews of any employee who might have information related to such records, and otherwise cooperate with the auditors; and

H.21.2 Conduct of Audits

Audits conducted under this Section H.21, FirstNet Auditing, will be conducted in accordance with FAR 52.215-2 Audit and Records – Negotiation (Oct 2010) as contained in Section I, Contract Clauses.

H.21.3 Rights of Observation

FirstNet’s rights of audit include the right to observe the business operations of the Contractor to confirm the accuracy of records.

H.21.4 Contract Documents

- The Contractor shall establish internal procedures to facilitate review and audit by FirstNet, upon request.
- The Contractor represents and warrants the completeness and accuracy in all material respects of all information it or its agents provide in connection with FirstNet audits.
- The Contractor shall establish internal and third-party quality and compliance auditing procedures.

H.21.5 Flow-Down Requirements

The Contractor shall insert a clause containing all the terms of this clause H.21, FirstNet Auditing, including this paragraph H.21.5, Flow-Down Requirements, in all subcontracts and must contain the clause at FAR 52.215-2, Audit and Records – Negotiation (Oct 2010) as contained in Section I, Contract Clauses.

H.22 FirstNet Inspections

In addition to the rights granted under FAR 52.246-4, Inspection of Services—Fixed-Price (Aug 1996), included in Section E, Inspection and Acceptance, and other sections of this Contract, the Government or its designee shall have the right, until three years after final payment under this contract, to inspect the Contractor's processes, policies, systems, facilities (including but not limited to network facilities) and other materials reasonably deemed by the Government as appropriate to monitor and ensure compliance of the Contractor and its subcontractors with this Contract, the FCC's rules, policies and guidelines, state and local rules and regulations and other applicable law. The Contractor is responsible for its costs related to inspections under this provision, including inspections of Contractor's subcontractors. If any inspection reveals an error or irregularity, in addition to any other rights the Government may have under this contract, including the right to declare Contractor in breach of this contract, the Contractor shall rectify such irregularities within the timeframe established by the Government. The Contractor shall insert a clause containing all the terms of this clause H.22, FirstNet Inspections, in all subcontracts that exceed the simplified acquisition threshold.