

FA8307-22-F-0049\_KG-3XA Flowdowns\_04-05-2023

**U.S. GOVERNMENT CLAUSES**

**Delivery Order Number: FA8307-22-F-0049**

**IDIQ: FA8307-17-D-0010**

**Program: KG-3XA (Cryptographic Modernization Effort)**

**DPAS: DO-A7**

**Date of Creation: 04-05-2023**

***The following customer contract requirements apply to any Purchase Order referencing the above U.S. Government prime contract number and are hereby incorporated into the Purchase Order by full text or by reference with the same force and effect as if they were given in full text. The terms and conditions of the versions of the “Flowdown of U.S. Government Contract Clauses Under U.S. Government Contracts” and “Flowdown Updates” documents in effect on the date of the particular Order shall also apply. These documents are made available at the RTX Supplier Site. The full text of FAR/DFARS clauses may be accessed at <https://www.acquisition.gov/>.***

In all provisions and clauses listed herein, terms shall be revised to suitably identify the party to establish Supplier's obligations to Buyer and to the Government, and to enable Buyer to meet its obligations under the prime contract. Without limiting the generality of the foregoing, and except where further clarified or modified below, the term “Government” and equivalent phrases shall mean “Buyer”, the term “Contracting Officer” shall mean “Buyer's Purchasing Representative”, the term “Contractor” or “Offeror” shall mean “Supplier”, “Subcontractor” shall mean “Supplier's Subcontractor” under this Purchase Order, and the term “Contract” shall mean this “Purchase Order”. For the avoidance of doubt, the words “Government” and “Contracting Officer” do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative, such as in FAR 52.227-1 and FAR 52.227- 2 or (2) when title to property is to be transferred directly to the Government. Supplier shall incorporate into each lower tier contract issued in support of this Purchase Order all applicable FAR and DFARS provisions and clauses in accordance with the flow down requirements specified in such clauses. Nothing in this Purchase Order grants Supplier a direct right of action against the Government. If any of the following FAR or DFARS clauses do not apply to this Purchase Order, such clauses are considered to be self-deleting.

Buyer or Buyer Affiliates reserve the right to add or update any FAR or DFAR clause or special contract provision based on customer contract directives.

Capitalized words used herein and not otherwise defined shall have the meanings ascribed to them in the Terms and Conditions.

The requirements below are in accordance with the U.S. Government prime contract and are not modified by Buyer for each individual Supplier. Supplier will remain at all times responsible for providing to any government agency, Buyer, or Buyer's customer, evidence of compliance with the requirements herein or that such requirements are not applicable to the extent satisfactory to the requesting party.

## **CLAUSES INCORPORATED BY REFERENCE:**

### **FAR CLAUSES**

<b>Clause</b>	<b>Date</b>	<b>Reference</b>
52.202-1	NOV 2013	Definitions
52.203-3	APRIL 1984	Gratuities
52.203-5	MAY 2014	Covenant Against Contingent Fees.
52.203-6	SEPT 2006	Restrictions On Subcontractor Sales to The Government with ALT I
52.203-7	MAY 2014	Anti-Kickback Procedures
52.203-8	MAY 2014	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity
52.203-10	MAY 2014	Price or Fee Adjustment for Illegal or Improper Activity
52.203-12	OCT 2010	Limitation On Payments to Influence Certain Federal Transactions
52.203-13	OCT 2015	Contractor Code of Business Ethics and Conduct
52.203-15	JUNE 2010	Whistleblower Protections under the American Recovery and Reinvestment Act of 2009
52.203-16	DEC 2011	Preventing Personal Conflicts of Interest
52.203-17	APRIL 2014	Contractor Employee Whistleblower Rights and requirement to inform employees of Whistleblower Rights
52.204-2	AUG 1996	Security Requirements
52.204-9	JAN 2011	Personal Identity Verification of Contractor Personnel
52.204-10	JUNE 2020	Reporting Executive Compensation and First-Tier Subcontract Awards
52.204-12	DEC 2012	Unique Entity Identifier Maintenance
52.204-13	JULY 2013	System for Award Management Maintenance
52.204-15	JAN 2014	Service Contract Reporting Requirements for IDIQ contracts
52.204-18	JULY 2015	Commercial and Government Entity Code Maintenance.
52.204-19	DEC 2014	Incorporation by reference of Reps and Certs
52.204-23	NOV 2021	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
52.204-25	NOV 2021	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
52.209-6	OCT 2015	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment
52.209-9	JULY 2013	Updates of Publicly Available Information Regarding Responsibility Matters
52.209-10	NOV 2015	Prohibition on Contracting with Inverted Domestic Corporations
52.210-1	APRIL 2011	Market Research
52.211-5	AUG 2000	Material Requirements
52.211-11	AUG 2000	Liquidated Damages – Supplies, Services or R&D
52.211-17	SEPT 1989	Delivery of Excess Quantities
52.215-2	JUNE 2020	Audit and Records - Negotiation
52.215-10	AUG 2011	Price Reduction for Defective Certified Cost or Pricing Data
52.215-12	OCT 2020	Subcontractor Certified Cost or Pricing Data
52.215-14	OCT 2010	Integrity of Unit Prices
52.215-15	OCT 2010	Pension Adjustments and Asset Reversions
52.215-17	OCT 1997	Waiver of Facilities Capital Cost of Money
52.215-18	JULY 2005	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions

Clause	Date	Reference
52.215-19	OCT 1997	Notification of Ownership Changes
52.215-21	OCT 2010	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications
52.215-21	OCT 2010	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications ALT I (OCT 2010), ALT III (OCT 1997) and ALT IV (OCT 2010)
52.215-23	OCT 2009	Limitations on Pass-Through Charges - Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost CLIN(s) only.
52.216-7	JUNE 2013	Allowable Cost and Payment
52.216-8	JUNE 2011	Fixed Fee
52.216-10	JUNE 2011	Incentive Fee
52.216-11	APRIL 1984	Cost Contract – No Fee – Applies to cost type CLINS only
52.216-16	OCT 1997	Incentive Price Revision – Firm target
52.216-19	OCT 1995	Order Limitations
52.216-22	OCT 1995	Indefinite Quantity
52.217-07	MAR 1989	Option for Increased Quantity – Separately priced line item
52.217-08	NOV 1999	Option to Extend Services
52.219-4	OCT 2014	Notice of Price Evaluation Preference for HUBZONE Small Business Concerns
52.219-6	NOV 2011	Notice of Total Small Business Set-Aside
52.219-7	JUNE 2003	Notice of Partial Small Business Set-Aside
52.219-8	OCT 2014	Utilization of Small Business Concerns
52.219-9	OCT 2014	Small Business Subcontracting Plan with ALT II (OCT 2001)
52.219-14	NOV 2011	Limitations on Subcontracting
52.219-28	JULY 2013	Post-Award Small Business Program Representation
52.222-1	FEB 1997	Notice to the Government of Labor Disputes
52.222-2	JULY 1990	Payment for Overtime Premiums
52.222-3	JUNE 2003	Convict Labor
52.222-19	JAN 2014	Child Labor – Cooperation with Authorities and Remedies
52.222-20	MAY 2014	Contracts for Materials, Supplies, Articles and Equipment
52.222-21	APRIL 2015	Prohibition of Segregated Facilities
52.222-26	APRIL 2015	Equal Opportunity
52.222-29	APRIL 2015	Notification of Visa denial
52.222-35	OCT 2015	Equal Opportunity for Veterans
52.222-36	JULY 2014	Affirmative Action for Workers with Disabilities
52.222-37	OCT 2015	Employment Reports on Veterans
52.222-40	DEC 2010	Notification of Employee Rights Under the National Labor Relations Act
52.222-50	MAR 2015	Combating Trafficking in Persons
52.222-51	MAY 2014	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration or Repair of Certain Equipment-Requirements
52.222-54	OCT 2015	Employment Eligibility Verification
52.222-56	MAR 2015	Certification Regarding Trafficking in Persons Compliance Plan
52.222-99	JUNE 2014	Establishing a Minimum Wage for Contractors (Deviation)
52.223-2	SEPT 2013	Affirmative Procurement of Biobased Products under Service and Construction Contracts
52.223-6	MAY 2001	Drug Free Workplace
52.223-18	AUG 2011	Encourage Contractor Policies to Ban Text Messaging While Driving
52.225-13	JUNE 2008	Restrictions on Certain Foreign Purchases

Clause	Date	Reference
52.227-1	DEC 2007	Authorization and Consent
52.227-2	DEC 2007	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-11	MAY 2014	Patent Rights – Ownership by the Contractor
52.228-7	MAR 1996	Insurance – Liability to Third Persons
52.229-3	FEB 2013	Federal, State and Local Taxes
52.230-2	OCT 2015	Cost Accounting Standards
52.230-6	JUNE 2010	Administration of Cost Accounting Standards
52.232-1	APRIL 1984	Payments
52.232-2	APRIL 1984	Payments under Fixed Price R&D Contracts
52.232-8	FEB 2002	Discounts for Prompt Payment
52.232-9	APRIL 1984	Limitation on Withholding of Payments
52.232-11	APRIL 1984	Extras
52.232-16	APRIL 2012	Progress Payments
52.232-17	MAY 2014	Interest
52.232-20	APRIL 1984	Limitation of Cost
52.232-22	APRIL 1984	Limitation of Funds – Applies to CPFF, CPIF and Cost type CLINS
52.232-23	MAY 2014	Assignment of Claims
52.232-25	JULY 2013	Prompt Payment
52.232-32	APRIL 2012	Performance Based Payments
52.232-39	JUNE 2013	Unenforceability of Unauthorized Obligations
52.232-40	DEC 2013	Providing Accelerated Payments to Small Business Subcontractors
52.233-3	AUG 1996	Protest After Award with ALT I (JUNE 1985)
52.234-1	DEC 1994	Industrial Resources Developed under Defense Production Act Title III
52.237-2	APRIL 1984	Protection of Government Buildings, Equipment and Vegetation
52.237-3	JAN 1991	Continuity of Services
52.242-1	APRIL 1984	Notice of Intent to Disallow Costs
52.242-3	MAY 2014	Penalties for Unallowable Costs
52.242-4	JAN 1997	Certification of Final Indirect Costs
52.242-13	JULY 1995	Bankruptcy
52.243-1	AUG 1987	Changes – Fixed Price with ALT II (APRIL 1984)
52.243-2	AUG 1987	Changes – Cost Reimbursement with ALT II (APRIL 1984)
52.243-6	APRIL 1984	Change Order Accounting
52.243-7	APRIL 1984	Notification of Changes
52.244-2	OCT 2010	Subcontracts with ALT I (JUNE 2007)
52.244-5	Dec 1996	Competition in Subcontracting
52.244-6	OCT 2015	Subcontracts for Commercial Products and Commercial Services
52.245-1	APRIL 2012	Government Property
52.245-9	APRIL 2012	Use and Charges
52.246-17	JUNE 2003	Warranty of Supplies of a Complex Nature
52.246-18	MAY 2001	Warranty of Supplies of a Complex Nature with ALT II (APRIL 1984)
52.246-19	MAY 2001	Warranty of Systems and Equipment under Performance Specifications or Design Criteria with ALT I & II (April 1984)
52.246-20	MAY 2001	Warranty of Services
52.246-24	FEB 1997	Limitation of Liability – High Value Items
52.246-25	FEB 1997	Limitation of Liability - Services
52.247-1	FEB 2006	Commercial Bill of Lading Notations
52.247-67	FEB 2006	Submission of Transportation Documents for Audit – Applies to CPFF, CPIF and Cost type designated CLINS
52.249-2	APRIL 2012	Termination for Convenience of the Government (Fixed- Price)
52.249-3	APRIL 2012	Termination for Convenience of the Government (Dismantling, Demolition, or removal of Improvements)

Clause	Date	Reference
52.249-6	MAY 2004	Termination (Cost-Reimbursement)
52.249-8	APRIL 1984	Default (Fixed-Price Supply & Service)
52.249-14	APRIL 1984	Excusable Delays
52.253-1	JAN 1991	Computer Generated Forms

## **DFARS CLAUSES**

Clause	Date	Reference
252.203-7000	SEPT 2011	Requirements relating to Compensation of former DoD Officials
252.203-7001	DEC 2008	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies
252.203-7002	SEP 2013	Requirement to Inform Employees of Whistleblower Rights
252.203-7003	DEC 2012	Agency Office of the Inspector General
252.203-7004	JAN 2015	Display of Hotline Posters
252.204-7000	AUG 2013	Disclosure of Information
252.204-7003	APRIL 1992	Control of Government Personnel Work Product
252.204-7010	JAN 2009	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
252.204-7014	FEB 2014	Limitations of the Use or Disclosure of Information by Litigation Support Contractors
252.204-7015	MAY 2016	Notice of Authorized Disclosure of Information for Litigation Support
252.205-7000	DEC 1991	Provision of Information to Cooperative Agreement Holders
252.208-7000	DEC 1991	Intent to Furnish Precious Metals as Government-Furnished Material
252.209-7004	DEC 2014	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism
252.209-7007	JULY 2009	Prohibited Financial Interests for Lead System Integrators
252.211-7000	OCT 2010	Acquisition Streamlining
252.211-7003	DEC 2013	Item Unique Identification and Valuation
252.211-7005	NOV 2005	Substitutions for Military or Federal Specifications and Standards
252.211-7007	AUG 2012	Reporting of Government-Furnished Property
252.211-7008	SEPT 2010	Use of Government Assigned Serial Numbers
252.215-7000	DEC 2012	Pricing Adjustments
252.215-7002	DEC 2012	Cost Estimating Requirements
252.216-7009	SEPT 2013	Allowability of Legal Costs Incurred in Connection with a Whistleblower Proceeding
252.217-7000	NOV 2014	Exercise of Option to Fulfill Foreign Military Sales Commitments
252.219-7003	OCT 2014	Small Business Subcontracting Plan (DOD Contracts)
252.222-7006	DEC 2010	Restrictions on the Use of Mandatory Arbitration Agreements
252.223-7004	SEPT 1988	Drug Free Workplace
252.223-7008	JUNE 2013	Prohibition of Hexavalent Chromium
252.225-7001	NOV 2014	Buy American and Balance of Payments Program – Basic and ALT I (NOV 2014)
252.225-7002	DEC 2012	Qualifying Country Sources as Subcontractors
252.225-7004	OCT 2020	Report of Intended Performance outside the USA and Canada – Submission after Award
252.225-7006	AUG 2015	Acquisition of the American Flag
252.225-7007	DEC 2018	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies – Applies in lieu of FAR 52.225-1.
252.225-7008	MAR 2013	Restriction on Acquisition of Specialty Metals

Clause	Date	Reference
252.225-7009	OCT 2014	Restriction on Acquisition of Certain Articles Containing Specialty Metals
252.225-7012	FEB 2013	Preference for Certain Domestic Commodities
252.225-7016	JUNE 2011	Restriction on Acquisition of Ball and Roller Bearings Export-Controlled Items
252.225-7017	JAN 2014	Photovoltaic Devices
252.225-7027	APRIL 2003	Restriction on Contingent Fees for Foreign Military Sales
252.225-7047	JUNE 2013	Exports by Approved Community Members in Performance of the Contract
252.225-7048	JUNE 2013	Export Controlled Items
252.226-7001	SEPT 2004	Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Bus. Concerns
252.227-7013	FEB 2014	Rights in Technical Data – Non-Commercial Items
252.227-7014	FEB 2014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7016	JAN 2011	Rights in Bid or Proposal Information
252.227-7019	SEPT 2011	Validation of Asserted Restrictions - Computer Software
252.227-7025	MAY 2013	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends
252.227-7026	APRIL 1988	Deferred Delivery of Technical Data or Computer Software
252.227-7027	APRIL 1988	Deferred Ordering of Technical Data or Computer Software
252.227-7030	MAR 2000	Technical Data - Withholding of Payment
252.227-7037	JUNE 2013	Validation of Restrictive Markings on Technical Data
252.227-7038	JUNE 2012	Patent Rights – Ownership by the Contractor (Large Business) and ALT I, II (DEC 2007)
252.227-7039	APRIL 1990	Patents – Reporting of Subject Inventions
252.231-7000	DEC 1991	Supplemental Cost Principles
252.232-7003	JUNE 2012	Electronic Submission of Payment Requests and Receiving Reports
252.232-7010	DEC 2006	Levies on Contract Payments
252.232-7011	MAY 2013	Payments in Support of Emergencies and Contingency Operations
252.232-7017	April 2020	Accelerating payments to Small Business Subcontractors – Prohibition on Fees and Consideration
252.234-7004	NOV 2014	Cost and Software Data Reporting System - Basic
252.239-7018	NOV 2013	Supply Chain Risk
252.242-7005	FEB 2012	Contractor Business Systems
252.242-7006	FEB 2012	Accounting Systems Administration – Applies to CPFF, CPIF and COST type CLINS only
252.243-7001	DEC 1991	Pricing of Contract Modifications
252.243-7002	DEC 2012	Requests for Equitable Adjustment
252.244-7000	JUNE 2013	Subcontracts for Commercial Items
252.244-7001	MAY 2014	Contractor Purchasing System Administration – Basic with ALT I (MAY 2014) -Applies to FFP and firm priced CLINS only
252.245-7001	APRIL 2012	Tagging, Labeling, and Marking of Government-Furnished Property
252.245-7002	APRIL 2012	Reporting Loss of Government Property
252.245-7003	APRIL 2012	Contractor Property Management System Administration
252.245-7004	MAR 2015	Reporting, Reutilization and Disposal
252.246-7003	JUNE 2013	Notification of Potential Safety Issues
252.245-7004	DEC 2017	Reporting, Reutilization and Disposal
252.246-7001	MAR 2014	Warranty of Data with ALT I and II

Clause	Date	Reference
252.246-7006	MAR 2016	Warranty Tracking of Serialized Items
252.246-7007	AUG 2016	Contractor Counterfeit Electronic Parts Detection and Avoidance System
252.247-7003	JUNE 2013	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer
252.247-7023	APRIL 2014	Transportation of Supplies by Sea - Basic
252.247-7028	JUNE 2012	Application for U.S. Government Shipping Documentation Instructions
252.249-7000	DEC 1991	Special Termination Costs
252.249-7002	OCT 2010	Notification of Anticipated Contract Termination Reduction

## **CLAUSES INCORPORATED IN FULL TEXT:**

### **52.211-15 - DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APRIL 2008)**

This is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

**52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)** - This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/browse/index/far>.

### **52.252-6 - AUTHORIZED DEVIATIONS IN CLAUSES (APRIL 1984)**

- a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

### **252.203-7997 – PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEV. 2016-O0003 (OCT 2015))**

a) The contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a federal department or agency governing the nondisclosure of classified information.

(d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations

Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

**252.203-7999 – PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)**

Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

**252.204-7008 - COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (DEVIATION 2016-O0001) (OCT 2015)**

(a) Definitions. As used in this provision: “Controlled technical information,” “covered contractor information system,” and “covered defense information” are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2016-O0001) (OCT 2015).

b) The security requirements required by contract clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2016-O0001) (OCT 2015) shall

be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

c) If the Offeror anticipates that additional time will be necessary to implement derived security requirement 3.5.3 “Use of multifactor authentication for local and network access to privileged accounts and for network access to non-privileged accounts” within National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations (see <<http://dx.doi.org/10.6028/NIST.SP.800-171>>), the Offeror shall notify the Contracting Officer that they will implement the requirement within 9 months of contract award.

d) If the Offeror proposes to deviate from any of the security requirements in NIST SP 800- 171 that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of (1) Why a particular security requirement is not applicable; or (2) How an alternative, but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

e) An authorized representative of the DoD CIO will approve or disapprove offeror requests to deviate from NIST SP 800-171 requirements in writing prior to contract award. Any approved deviation from NIST SP 800-171 shall be incorporated into the resulting contract.

#### **252.204-7012 – SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEVIATION 2016-O0001 (OCT 2015))**

a) *Definitions.* As used in this clause:

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapidly report” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data—

Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical

reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security.* The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause [252.239-7010](#) , Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at [osd.dibcsia@mail.mil](mailto:osd.dibcsia@mail.mil), within 30 days of contract award of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline

(<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

*(c) Cyber incident reporting requirement.*

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall:

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <https://dibnet.dod.mil>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <https://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <https://public.cyber.mil/eca/>.

(d) *Malicious software.* When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at [252.204-7009](#), Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts.* The Contractor shall:

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to:

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

## **252.219-7000 – ADVANCING SMALL BUSINESS GROWTH (MAY 2015)**

(a) This provision implements 10 U.S.C. 2419.

(b) The Offeror acknowledges by submission of its offer that by acceptance of the contract resulting from this solicitation, the Offeror may exceed the applicable small business size standard of the North American Industry Classification System (NAICS) code assigned to the contract and would no longer qualify as a small business concern for that NAICS code. (Small business size standards matched to industry NAICS codes are published by the Small Business Administration and are available at <http://www.sba.gov/content/table-small-business-size-standards>.) The Offeror is therefore encouraged to develop the capabilities and characteristics typically desired in contractors that are competitive as other-than-small contractors in this industry.

(c) For procurement technical assistance, the Offeror may contact the nearest Procurement Technical Assistance Center (PTAC). PTAC locations are available at <http://www.dla.mil/HQ/SmallBusiness/PTAC.aspx>.

**252.232-7007 - LIMITATION OF GOVERNMENT'S OBLIGATION (APRIL 2014)**

(a) Contract line item(s) *[Contracting Officer insert after negotiations]* is/are incrementally funded. For this/these item(s), the sum of \$ *[Contracting Officer insert after negotiations]* of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

**252.234-7002 – EARNED VALUE MANAGEMENT SYSTEM (DEVIATION 2015-O0017)  
(SEPT 2015)**

(a) *Definitions.* As used in this clause:

"Acceptable earned value management system" means an earned value management system that generally complies with system criteria in paragraph (b) of this clause.

"Earned value management system" means an earned value management system that complies with the earned value management system guidelines in the ANSI/EIA-748.

"Significant deficiency" means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

(b) *System criteria.* In the performance of this contract, the Contractor shall use—

(1) An Earned Value Management System (EVMS) that complies with the EVMS guidelines in the American National Standards Institute/Electronic Industries Alliance Standard 748, Earned Value Management Systems (ANSI/EIA-748); and

(2) Management procedures that provide for generation of timely, reliable, and verifiable information for the Contract Performance Report (CPR) and the Integrated Master Schedule (IMS) required by the CPR and IMS data items of this contract.

(c) If this contract has a value of \$50 million or more, the Contractor shall use an EVMS that has been determined to be acceptable by the Cognizant Federal Agency (CFA). If, at the time of award, the Contractor's EVMS has not been determined by the CFA to be in compliance with the EVMS guidelines as stated in paragraph (b)(1) of this clause, the Contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones in the Contractor's EVMS plan.

(d) If this contract has a value of less than \$50 million, the Government will not make a formal determination that the Contractor's EVMS complies with the EVMS guidelines in ANSI/EIA-748

with respect to the contract. The use of the Contractor's EVMS for this contract does not imply a government determination of the Contractor's compliance with the EVMS guidelines in ANSI/EIA-748 for application to future contracts. The Government will allow the use of a Contractor's EVMS that has been formally reviewed and determined by the CFA to be in compliance with the EVMS guidelines in ANSI/EIA-748.

(e) The Contractor shall submit notification of any proposed substantive changes to the EVMS procedures and the impact of those changes to the CFA. If this contract has a value of \$50 million or more, unless a waiver is granted by the CFA, any EVMS changes proposed by the Contractor require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the Contractor's notice of proposed changes. If the CFA waives the advance approval requirements, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(f) The Government will schedule integrated baseline reviews as early as practicable, and the review process will be conducted not later than 180 calendar days after—

- (1) Contract award;
- (2) The exercise of significant contract options; and
- (3) The incorporation of major modifications.

During such reviews, the Government and the Contractor will jointly assess the Contractor's baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

(g) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS complies, and continues to comply, with the performance criteria referenced in paragraph (b) of this clause.

(h) When indicated by contract performance, the Contractor shall submit a request for approval to initiate an over-target baseline or over-target schedule to the Contracting Officer. The request shall include a top-level projection of cost and/or schedule growth, a determination of whether or not performance variances will be retained, and a schedule of implementation for the re-baselining. The Government will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).

(i) *Significant deficiencies.* (1) The Contracting Officer will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's EVMS. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.

(3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning:

- (i) Remaining significant deficiencies;
- (ii) The adequacy of any proposed or completed corrective action;
- (iii) System noncompliance, when the Contractor's existing EVMS fails to comply with the earned value management system guidelines in the ANSI/EIA-748; and
- (iv) System disapproval, if initial EVMS validation is not successfully completed within the time frame approved by the Contracting Officer, or if the Contracting Officer determines that the Contractor's earned value management system contains one or more significant deficiencies in high-risk guidelines in ANSI/EIA-748 standards (guidelines 1, 3, 6, 7, 8, 9, 10, 12, 16, 21, 23, 26, 27, 28, 30, or 32). When the Contracting Officer determines that the existing earned value management system contains one or more significant deficiencies in one or more of the remaining 16 guidelines in ANSI/EIA-748 standards, the Contracting Officer will use discretion to disapprove the system based on input received from functional specialists and the auditor.

(4) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(j) *Withholding payments.* If the Contracting Officer makes a final determination to disapprove the Contractor's EVMS, and the contract includes the clause at [252.242-7005](#), Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

## **AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT (AFFARS) CONTRACT CLAUSES**

### **5352.201-9101 OMBUDSMAN (NOV 2015)**

Para (c). Ombudsmen names, addresses, phone numbers, fax, and email addresses. 'Program Management Division Chief, AFLCMC/AQP, Jill Willingham (Primary) and Lt Col Chris Williams (Alternate), 937-255-5512'

### **5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (NOV 2012)**